

STANDARD UTILITY AGREEMENT

County: Williamson
Project No.: 3329468

Highway Project Letting Date: November 2016

Highway: IH-35 at CR 305

From: Approx. 0.1 Miles North of Existing CR 305

To: Approx. 0.2 Miles South of Existing CR 305

This Agreement by and between Williamson, ("**County**"), and Oncor Electric Delivery, LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: installing 9 poles and ancillaries and removing 6 poles and ancillaries; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

WILLIAMSON COUNTY

Utility: Oncor Electric Delivery, LLC.
Name of Utility

By: _____
Authorized Signature

By: 
Authorized Signature

Print or Type Name

Glenn Fabian
Print or Type Name

Title: _____

Title: Manager Major Distribution Design

Date: _____

Date: 10-20-16

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UTILITY

WILLIAMSON COUNTY

Utility: Oncor Electric Delivery, LLC.
Name of Utility

By: [Signature]
Authorized Signature

By: [Signature]
Authorized Signature

DAN A GATTI
Print or Type Name

Glenn Fabian
Print or Type Name

Title: County Judge

Title: Manager Major Distribution Design

Date: 11-03-2016

Date: 10-20-16

Attachment A

Plans, Specifications, and Estimated Costs



Electric Delivery LLC

ONCOR Project: 3329468
TXDOT U-No.: N/A
District: Austin
County: Williamson
Federal Proj. No.: N/A
ROW CSJ No.: N/A
Const CSJ: N/A
Highway No.: IH35
From: CR 305
To: CR 304

Attachment "A"

Summary Estimate

Contractors Expense	12,358.87	
Vouchers	710.00 ✓	
Materials	9,435.71 ✓	
subtotal 1 :		22,504.58 ✓
Construction Overhead	30.00%	6,751.37
subtotal 2 :		29,255.96 ✓
Total Charged to Project		29,255.96 ✓
Salvage Material		0.00
Net Estimated Cost		29,255.96 ✓
Less Betterment		0.00
Estimated Cost		29,255.96 ✓
Eligibility Ratio	100.00%	29,255.96 ✓



Electric Delivery LLC

ONCOR Project: 3329468
TXDOT U-No.: N/A
District: Austin
County: Williamson
Federal Proj. No.: N/A
ROW CSJ No.: N/A
Const CSJ: N/A
Highway No.: IH35
From: CR 305
To: CR 304

Attachment "A"				
Labor Estimate				
Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
MS7000I	Cover-up. Includes: Placement And Removal Of All Rubber Blanket(s) And/or All Rubber Hoses Required Per Work Point. Unit Of Measure = Each Work Point.	60	\$64.64	\$ 3,878.40
MS7160I	Wildlife Protection. Applies Only To Installation On Existing Equipment. Includes: Protector. Unit Of Measure = Each.	4	\$10.07	\$ 40.28
MS7160R	Wildlife Protection. Applies Only To Installation On Existing Equipment. Includes: Protector. Unit Of Measure = Each.	4	\$10.07	\$ 40.28
OH4170I	Arrestor, Distribution. Includes: Arrestor, Wildlife Protection, Ground, And Mount Bracket When Applicable, Jumpers And Connection's). Unit Of Measure = Each.	2	\$68.13	\$ 136.26
OH4170R	Arrestor, Distribution. Includes: Arrestor, Wildlife Protection, Ground, And Mount Bracket When Applicable, Jumpers And Connection's). Unit Of Measure = Each.	2	\$47.18	\$ 94.36
OH4030I	Crossarm, Wood/fiberglass, Up To 10', Single. Includes: Drilling Pole, Crossarm, Braces, And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	6	\$37.57	\$ 225.42
OH4110I	Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required, Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each.	2	\$51.91	\$ 103.82
OH4110R	Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required, Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each.	2	\$48.32	\$ 96.64
OH4070R	Dead-end Conductor, Primary, Through 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	1	\$15.88	\$ 15.88
OH4090I	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag. Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	7	\$52.99	\$ 370.93
OH4090R	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag. Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	1	\$26.47	\$ 26.47
OH4100I	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary. Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. (this Unit Will Cover Installing Spreaders In Rts On A Pole Change Out) Unit Of Measure = Each.	20	\$26.89	\$ 537.80
OH4100R	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary. Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. (this Unit Will Cover Installing Spreaders In Rts On A Pole Change Out) Unit Of Measure = Each.	14	\$21.52	\$ 301.28
OH4025I	Oh Jumper,permanent Includes Primary Or Secondary: Conductor , Any Necessary Tie , And Connections. Unit Of Measure = Each.	2	\$58.24	\$ 116.48

Work Unit	Description	Estimated Quantity	Estimated Cost \$/Unit	Estimated Cost
OH4195I	Oh Secondary, Through 4/0, Through 4 Conductors. (does Not Include Bare Conductor) Includes: Secondary, Hardware, Jumpers, Connections On Both Ends, And Voltage Test. Excludes Set Up, Cover Up, Deadends And Field Assembled Secondary. Does Not Include Transfer. See Oh4200. Unit Of Measure = Per Foot.	95	\$2.00	\$ 190.00
OH4195R	Oh Secondary, Through 4/0, Through 4 Conductors. (does Not Include Bare Conductor) Includes: Secondary, Hardware, Jumpers, Connections On Both Ends, And Voltage Test. Excludes Set Up, Cover Up, Deadends And Field Assembled Secondary. Does Not Include Transfer. See Oh4200. Unit Of Measure = Per Foot.	95	\$1.51	\$ 143.45
OH4010I	Oh Set-up, New Construction, Large Projects (4 Work Points Worked Or More) Per Work Point Worked. Includes: Truck Set-up/breakdown, Tailboard, Personal Protective Equipment, Work Area Protection, Normal Traffic Control And Cleanup. Excludes Services For Service Department. Unit Of Measure = Each Work Point Worked.	12	\$50.44	\$ 605.28
OH4330I	Transformer, Single Phase, 50kva And Below, Or Individual Capacitor Unit On Pole Or Platform. Includes: Transformer Leads/jumpers As Required, Connections, Wildlife Protection And Verify Voltage. Excludes Brackets. Unit Of Measure = Each.	1	\$137.76	\$ 137.76
OH4330R	Transformer, Single Phase, 50kva And Below, Or Individual Capacitor Unit On Pole Or Platform. Includes: Transformer Leads/jumpers As Required, Connections, Wildlife Protection And Verify Voltage. Excludes Brackets. Unit Of Measure = Each.	1	\$78.74	\$ 78.74
PS1160I	Ground Rod, Dirt. Includes: Load Ground Rod, Clamp, Connector, Conductor As Required, Locates, Excavate Site, Install Ground Rod, Install Conductor, Make Connections, Backfill, And Cleanup. Unit Of Measure = Each.	2	\$51.17	\$ 102.34
PS1010I	Pole, Wood, 50' Through 60', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Locates, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup, And Ha	4	\$470.94	\$ 1,883.76
PS1000I	Pole, Wood, Through 45', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup And Haul-off Of Spoil. Unit Of Measure = Each.	5	\$354.70	\$ 1,773.50
PS1000R	Pole, Wood, Through 45', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup And Haul-off Of Spoil. Unit Of Measure = Each.	6	\$243.29	\$ 1,459.74
				\$ 12,358.87



ONCOR Project: 3329468
 TXDOT U-No.: N/A
 District: Austin
 County: Williamson
 Federal Proj. No.: N/A
 ROW CSJ No.: N/A
 CCSJ No.: N/A
 Highway No.: IH35
 From: CR 305
 To: CR 304

Attachment "A" Material List

Buy America	Estimated Quantity	Estimate Unit	Description	Estimated Cost Per Unit	Estimated Cost
	2	EA	Arrester, Dist, 15.00 KV, COMPOSITE, Met	\$ 44.71	\$ 89.42
	0.16	LB	Conductor, Wire, Bare, #6, SD	\$ 8.44	\$ 1.35
	104.5	FT	Conductor, Cable, TPX/OH, 600 V VOLT, 2/c	\$ 0.93	\$ 97.19
	9	KT	Structure, Foam, 7 CF, 70 Psi Minimum Com	\$ 152.35	\$ 1,371.15
	6	EA	Structure, Crossarm, Dist, Penta Treated	\$ 38.52	\$ 231.12
	2	EA	Fuse, Link, Removable Buttonhead, Univers	\$ 8.45	\$ 16.90
	2	EA	Fuse, Cutout, Open, Single Vent, 25 KV, 1	\$ 95.37	\$ 190.74
	0.14	LB	Conductor, Wire, Bare, #6, DSA	\$ 6.72	\$ 0.94
	12	BG	Electrical Supplies, Backfill, Grounding,	\$ 24.87	\$ 298.44
	2	EA	Line Hardware, Plate, Ground, 17 X 17 IN,	\$ 139.02	\$ 278.04
	16	EA	Fasteners, Staple, Hd Galv Steel, 0.162 X	\$ 0.19	\$ 3.04
	2	EA	Line Hardware, Guard, Ground Wire, Black,	\$ 4.31	\$ 8.62
	1.47	LB	Conductor, Wire, Bare, #6, DSA	\$ 6.46	\$ 9.50
	9	EA	Industrial, Plate, FLN, 6 X 5 X 0.018 IN,	\$ 1.78	\$ 16.02
	20	FT	Conductor, Cable, 5 kV KV, 1/c, #6, Cu, S	\$ 1.06	\$ 21.20
	1	EA	Pole, Wood, Distribution, 35 FT, CI 5	\$ 352.80	\$ 352.80
	1	EA	Pole, Wood, Distribution, 40 FT, CI 3	\$ 637.24	\$ 637.24
	3	EA	Pole, Wood, Distribution, 45 FT, CI 3	\$ 721.33	\$ 2,163.99
	2	EA	Pole, Wood, Distribution, 50 FT, CI 3	\$ 836.39	\$ 1,672.78
	2	EA	Pole, Wood, Dist, 55 FT, CI 3	\$ 969.06	\$ 1,938.12
	1	EA	Insulator, Isolator, Secondary Isolator,	\$ 37.12	\$ 37.12
				\$	9,435.71

☐ Materials indicated with * are to be 'Buy America' compliant.

☒ All materials contained in this listing are exempt from 'Buy America' provisions.

Utility agrees to comply with Buy America provisions in accordance with TxDOT / FHWA guidance for all utility work performed and accomplished in furtherance of this agreement. Certification, where indicated, will be provided with the FINAL billing documents.

Initial _____ Date _____
TxDOT

G _____ *10-20-16* _____
Initial Date
Utility



Electric Delivery LLC

ONCOR Project: 3329468
TXDOT U-No.: N/A
District: Austin
County: Williamson
Federal Proj. No.: N/A
ROW CSJ No.: N/A
Const CSJ: N/A
Highway No.: IH35
From: CR 305
To: CR 304

Attachment "A"					
Voucher Estimate					
Buy America	Description	Quantity	Unit	Estimated Cost Per Unit	Estimated Total Cost
	Surveying Crew	1	2 man crew	\$ 710.00	\$ 710.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ 710.00 ✓

Addendum 1

1. **Buy America.** Customer and Company acknowledge that this project is subject to the Buy America requirements of 23 U.S.C. §313 and 23 CFR 635.410. Company has therefore attached a list of structures and materials indicating which of those structures and materials are subject to said requirements, and by the respective initialing of said list by each, Customer and the Texas Department of Transportation approve and agree to such list and the indications made thereon by Company.



Electric Delivery LLC

ONCOR Project: 3329468
TXDOT U-No.: N/A
District: Austin
County: Williamson
Federal Proj. No.: N/A
ROW CSJ No.: N/A
Const CSJ: N/A
Highway No.: IH35
From: CR 305
To: CR 304

Attachment "B"

Utility Schedule of Work and Estimated Date of Completion

Estimated
Start Date *

January 16, 2017

Estimated
Number of
Days
For
Completion

25 to 30 week days, does
not include holidays

Estimated
Completion
Date **

February 24, 2017

* Start date is based on receipt of signed TXDOT contract.

** Completion date is for construction phase only. This period does not include time allotment to capture trailing charges needed for project invoicing. Removal of existing poles in the new road ROW is contingent on all foreign pole contracts being removed in an expeditious manner.

Note:

In the event that it becomes necessary, and/or at TXDOTs request, Oncor will ask if crews will work 7 days per week (their volitional option and does not including holidays) in order to facilitate getting the project done as quickly as possible. This will increase the labor costs. OED will work with TXDOT in the event that a Supplemental Agreement is necessary if the costs exceed 25% rule stated in Utility Manual.



Electric Delivery Co., LLC

ONCOR Project: 3329468
TXDOT U-No.: N/A
District: Austin
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Federal Proj. No.: N/A
ROW CSJ No.: N/A
Const CSJ: N/A
Highway No.: IH35
From: CR 305
To: CR 304

Attachment "C"

Eligibility Ratio

X **Federal
Utility
Procedure
(FUP)** All utility adjustments are eligible for reimbursement by County projects. The necessity for, and justification of, **Interstate** adjustments depends on whether the existing facilities need to be adjusted to accommodate the highway and are in the best interests of the public.

**State Utility
Procedure
(SUP)** Utility adjustments on Federal-aid (non-interstate), Off-System, State, and FM highway projects **require a determination of eligibility**. The justification for cost participation depends on whether the existing facilities have real or compensable property rights, in addition to the need to be adjusted to accommodate the highway and are in the best interests of the public. In situations where eligibility is less than 100%, TXDOT ROW Division approval of the eligibility ratio will be required.



Electric Delivery LLC

ONCOR Project:	3329468
TXDOT U-Number:	N/A
District:	Austin
Description:	Williamson
County:	N/A
ROW CSJ No.	N/A
Const CSJ:	N/A
Highway:	IH35
From:	CR 305
To:	CR 304

Attachment "C"

Eligibility Ratio Calculation Formula

Federal Project is 100% Reimbursable

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation cost are eligible for Federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible cost.

Attachment F

UJUA