

STANDARD UTILITY AGREEMENT

County: Williamson

Project No.: _____

Highway Project Letting Date: 12/2016

Highway: SH 29 at Cedar Hollow Intersection

From:

To:

This Agreement by and between Williamson, ("County"), and Pedemales Electric Cooperative, ("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: Relocation of 1 poles along with its apparatus; 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: Pedernales Electric Cooperative
Name of Utility

By: [Signature]
Authorized Signature

By: [Signature]
Authorized Signature

Dan A GATTI
Print or Type Name

Michael W. Mays
Print or Type Name

Title: County Judge

Title: Distribution Design Planner

Date: 02-23-2017

Date: 1-6-2017

Attachment A

Plans, Specifications, and Estimated Costs



Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH

Printed: 12/7/2016

X Coordinate:	3104230.78492601	Description:		WO Number:	100825
Y Coordinate:	10203542.8932278				
GPS N				Design Name:	MR_SJ20 WILCO RW HWY 29 @ CEDAR HOLLOW
GPS W				Name & Address:	Williamson County
County:		Job Site:		USC Location:	
City:				Main Phone:	
Substat:				Business Phone:	
Feeder:		Date Letter Sent:		Cell Phone:	
Subdivision:		Amount Due:		Appl Date:	12/5/2016 6:00
Phase:		Date Payment Recd:		Released:	
		Amount Recd:		Staked By:	0
Sect:		Directions:		Drawn By:	0
Lot:				Completed By:	b_slaton
Block:					
One Call:					
One Call:					
1 Tel Co:					
Communications:					
Communications:					
1 Gas Co:					
1 CATV:					
1 Water:					
1 Wastewater:					

Remove 40-4 pole that is close to road turn lane, install new 45-4 pole down the hill approx 30'. Install new 10KVA XFR for signal light to reduce outage time.

at pole prikey 344072

Eas Rec:



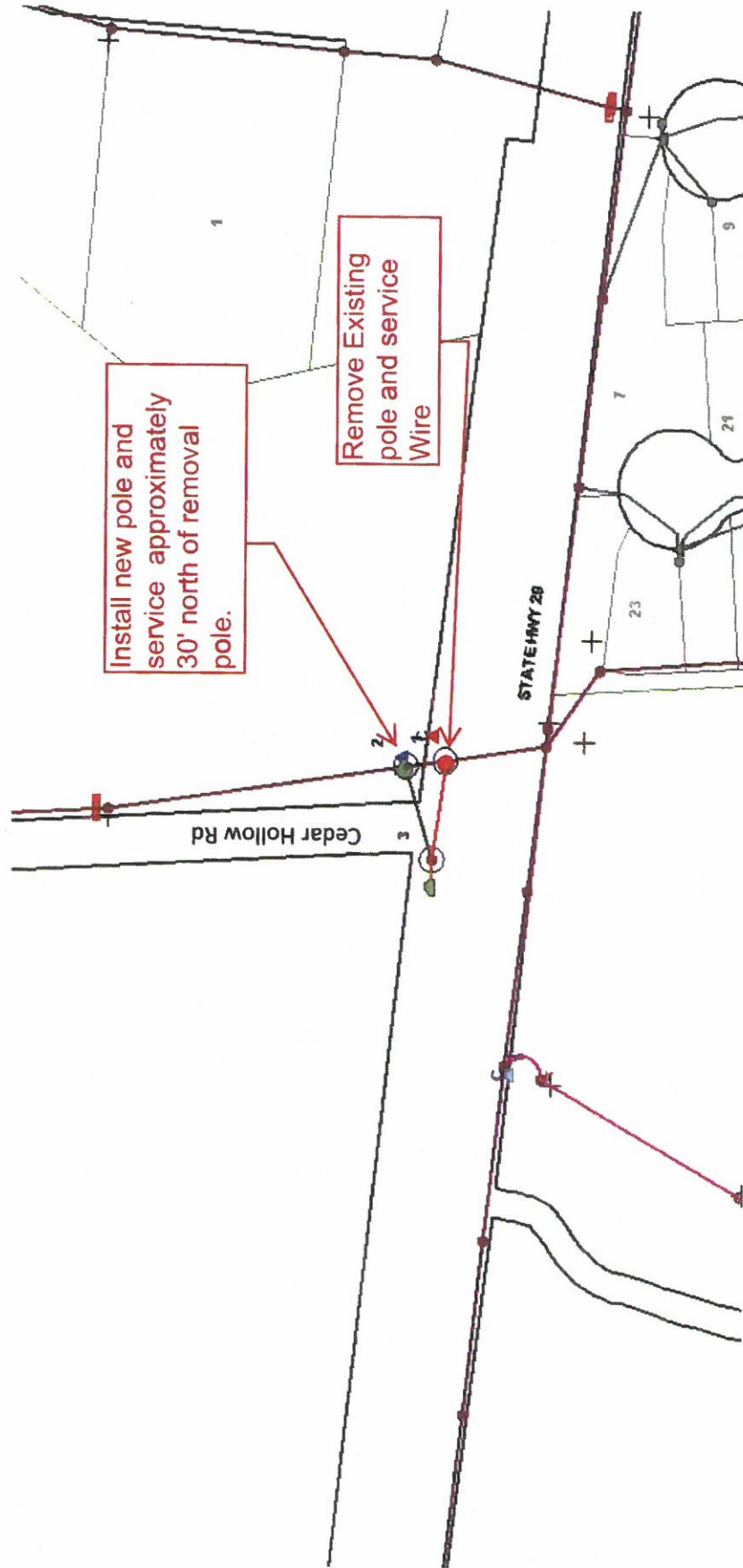
Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH

Printed: 12/7/2016

100825

SAP Construction Measure Number:



12/07/2016 10:17:04 am

WORK ORDER ESTIMATE SUMMARY

Page: 1

Work Order: 100825

Revision: 0

Desc: MR_SJ20 WILCO RW HWY 29 @ CEDAR HOLLOW

Type: New Construction

Status: Open

Open Date: 12/05/2016

Staked By:

Rel By:

Rel Date:

Project: 1900 - Liberty Hill District

Map Location:

Service Location: 0

Customer: Williamson County

Tran Type: Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
CL-1		1.000							
3Ph Tangent Double Support #4 or #1-0 AC	1000 - Distribution Constr	2.9000	2.9000	0.00	302.84	36.33	113.59	200.78	653.54
G10DV		1.000							
Tran OH DV 120/240 10 1 Bush	1000 - Distribution Constr	5.2000	5.2000	0.00	699.41	83.93	203.68	360.00	1,347.02
G135		1.000							
1Phase Transformer Pre-mounted arrester	1000 - Distribution Constr	0.5000	0.5000	0.00	76.09	9.13	19.59	34.62	139.43
K18		1.000							
LO: Service Assembly Eye Bolt	1000 - Distribution Constr	0.5000	0.5000	0.00	0.00	0.00	19.59	34.62	54.21
M2-2		1.000							
Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constr	0.7000	0.7000	0.00	79.11	9.49	27.42	48.47	164.49
M5-23.1.1		1.000							
Stirrup Hot Line #4 or #1/0	1000 - Distribution Constr	0.5000	0.5000	0.00	14.63	1.76	19.59	34.62	70.60
O1-0 TP		97.000							
OH Service Conductor 1-0 Triplex	1000 - Distribution Constr	0.0220	2.1340	0.00	58.70	7.04	83.59	147.76	297.09
P45-4		1.000							
Pole Dist 45 Ft Class 4 Wood	1000 - Distribution Constr	4.0000	4.0000	0.00	284.12	34.09	156.68	276.93	751.82
*I 2000222		0.520							
Cable Triplex 1/0 Al XLP		0.0000							
Design Codes: Pole: Wire: Neutral: Miscellaneous:									
Total For Construction Assembly Units:				0.00	1,515.22	181.81	643.73	1,137.80	3,478.56

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

46076

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b slatton

12/07/2016 10:17:04 am

WORK ORDER ESTIMATE SUMMARY

Page: 2

Work Order: 100825

Open Date: 12/05/2016

Project: 1900 - Liberty Hill District

Revision: 0

Staked By:

Map Location:

Desc: MR_SJ20 WILCO RW HWY 29 @ CEDAR HOLLOW

Service Location: 0

Type: New Construction

Customer: Williamson County

Status: Open

Rel Date:

Trans Type: Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Overhead	Labor Cost	Overhead	Total Cost
C1-IN		1.000							
3Ph Tangent Double Support #4 or #1-0 AC	1000 - Distribution Constr	1.3000	1.3000	0.00	0.00	0.00	50.92	90.00	140.92
G10DV		1.000							
Tran OH DV 120/240 10 1 Bush	1000 - Distribution Constr	2.7000	2.7000	0.00	0.00	0.00	105.76	186.94	292.70
G135		1.000							
1Phase Transformer Pre-mounted arrester	1000 - Distribution Constr	0.4000	0.4000	0.00	0.00	0.00	15.67	27.69	43.36
J10		1.000							
Sec or N Assemb Small Angle N Assemb	1000 - Distribution Constr	0.4000	0.4000	0.00	0.00	0.00	15.67	27.69	43.36
K18		2.000							
LO: Service Assembly Eye Bolt	1000 - Distribution Constr	0.5000	1.0000	0.00	0.00	0.00	39.17	69.23	108.40
KC		2.000							
RO: Service Assembly Wedge Clamp	1000 - Distribution Constr	0.1000	0.2000	0.00	0.00	0.00	7.83	13.84	21.67
M2-1		1.000							
Pole Ground Driven Ground Rod	1000 - Distribution Constr	0.5000	0.5000	0.00	0.00	0.00	19.59	34.62	54.21
M5-23.1.1		1.000							
Stirrup Hot Line #4 or #1/0	1000 - Distribution Constr	0.2000	0.2000	0.00	0.00	0.00	7.83	13.84	21.67
O1-0 TP		100.000							
OH Service Conductor 1-0 Triplex	1000 - Distribution Constr	0.0130	1.3000	0.00	0.00	0.00	50.92	90.00	140.92
P40-5		1.000							
Pole Dist 40 Ft Class 5 Wood	1000 - Distribution Constr	1.9000	1.9000	0.00	0.00	0.00	74.42	131.54	205.96
Total For Retirement Assembly Units:			9.9000	0.00	0.00	0.00	387.78	685.39	1,073.17
Total For Work Order 100825:			26.3340	0.00	1,515.22	181.81	1,031.51	1,823.19	4,551.73

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

46076

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b slatton

12/07/2016 10:17:04 am

WORK ORDER ESTIMATE SUMMARY

Page: 3

PARAMETERS ENTERED:

Update Estimate: No
Work Order: 100825;0
Transaction Type: Both
Exclude Salvage: No
Page Break On Work Order: No

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 12/20/2016

Estimated Completion Date: 12/20/2016

Attachment C

Eligibility Ratio

See Attachment “E” for proof of property interest, which is established at 100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E
Proof of Property Interest

County requested that this poles be relocated due to complaints.

Attachment F

Copy of Approved TXDOT Online Installation Permit



Installation Application
Online version 4/2006

Notice of Proposed Installation Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Austin District, Texas

Date 12/7/2016
Application No. AUS20161207084151

Formal notice is hereby given that Pedernales Electric Coop
proposes to install a utility facility within the right-of-way of SH0029
in Williamson County, Texas as follows: (details are shown on page 2.)

Project is to relocate a pole at the North East of Intersection Cedar Hollow Rd and Hwy 29. We will remove the existing pole that is in close proximity to the new turn lane for Cedar Hollow and install the new pole approximately 30 feet north of existing pole to be removed. We will not change the alignment of existing crossing or height of conductor over Highway.

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our firm will ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained for the duration of this installation.

The location and description of the proposed installation and appurtenances is more fully shown by 1 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after December 20, 2016 and end on or before December 20, 2016.

I certify that I am authorized to represent the Firm listed below, and that our Firm agrees to the conditions/provisions included in this notice.

Utility Installation Owner Pedernales Electric Coop
By Brian Skilton
Title Utility Designer
Address PO Box 2048
Liberty Hill, TX 78642
Phone No. 512-525-4120
E-mail address brian.skilton@peci.com

Application Details

Application No.	AUS20161207084151
Date	12/7/2016
Utility Installation Owner	Pedernales Electric Coop
By	Brian Slaton
TxDOT District	Austin District
County	Williamson
Route	SH0029
Control Section	033701
Description	Project is to relocate a pole at the North East of intersection Cedar Hollow Rd and Hwy 29. We will remove the existing pole that is in close proximity to the new turn lane for Cedar Hollow and install the new pole approximately 30 feet north of existing pole to be removed. We will not change the alignment of existing crossing or height of conductor over Highway.
Attachments	PEC pole relocate Hwy 29@Cedar Hollow.pdf

TxDOT - Austin District
CHECKLIST FOR REVIEW OF NOTICES OF PROPOSED INSTALLATION
Online version 03/2016

Yes No N/A

- ☐ ☒ ☐ Is this proposed work required because TxDOT has a Highway Construction Project? If so please identify at the beginning of the Basic Information.
- _____
- _____
- ☐ ☒ ☐ A Traffic Control Plan in accordance with the TMUTCD is required for all Utility installation/work within TxDOT right of way.
The contractor conducting the work will be providing a Traffic Control Plan
- _____
- ☐ ☐ ☒ For lines crossing the highway, crossing intersecting streets/county roads, or passing through the protected root area of desirable trees, is it clearly shown that the line will be installed by boring? In addition, casing should be shown under highways and paved city street/county road intersections.
- _____
- _____
- ☐ ☐ ☒ Is the location and identification (highway number) of the TxDOT highway clearly indicated on the plans?
- _____
- _____
- ☐ ☐ ☒ Are the utility plans legible, drawn to scale, accurately dimensioned and north arrow and vicinity map shown?
- _____
- _____
- ☐ ☒ ☐ Are other existing utility lines in the vicinity shown on the plans?
- _____
- _____
- ☐ ☐ ☒ For lines to be installed parallel to the highway, is the distance from the right of way line and from the edge of highway pavement clearly shown?
- _____
- _____
- ☐ ☐ ☒ For installations parallel to the highway, does the installation alignment change? Alignment changes need to be justified and reasonable.
- _____
- _____
- ☐ ☒ ☐ Are appropriate temporary erosion control devices (e.g., rock berms, silt fences) shown where the line will be across/along a creek, drainage way, steep slope, within the Edwards Aquifer Recharge Zone, or in other critical areas?
- _____
- _____
- ☒ ☐ ☐ For aerial installations, do the plans clearly show and differentiate between existing poles and new poles?
- _____
- _____
- ☒ ☐ ☐ For highway crossings, is the location of the crossing clearly shown on the plans? The crossing should be as close to 90 degrees as practical.
- _____
- _____
- ☒ ☐ ☐ Is the location of the proposed utility line clearly shown on the plans?
- _____
- _____
- ☐ ☒ ☐ Are the right of way line and edge of highway pavement clearly shown on plans?

Attachment I

Inclusion in Highway Construction Contract

"Not Applicable"

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Date: February 7, 2017
CobbFendley Job: 1403-088-03
Re: SH 29 at Cedar Hollow

PEC's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other _____

QUANTITY	DESCRIPTION
5	PEC's - Utility Agreement Package
	Received
	FEB 07 2017
	HNTB Corporation
	Round Rock

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

Mr. Church:

Please see the attached PEC's Utility Agreement Package for the above project. We have reviewed and approved it in the amount of \$4,551.73.

If you have any questions, please let me know.

Thank you,

Copy To

File

Received By: _____

Date & Time: _____

SIGNED



Melissa Horn, Principal