

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 27 day of MARCH 27, 2017, by and between Oncor Electric Delivery LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### **WITNESSETH:**

WHEREAS, Utility is the owner of certain proposed to; install 4 poles and ancillaries, remove 2 poles, 462 linear feet overhead conductor and ancillaries. (herein called Facilities).

WHEREAS, County desires to construct proposed Southwest Bypass, Ph 1: Sta: 370+00 to Sta: 380+00, (Hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Oncor relocation consists of: Installing 4 poles and ancillaries, removing 2 poles, 462 linear feet overhead conductor and ancillaries.
- County will reimburse Utility for Engineering Services, Inspection Services and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 33.33% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 4 of poles along with apparatus defined as Work = \$43,829.12

County agrees to bear 33.33% of the eligible costs incurred by utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 33.33% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

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

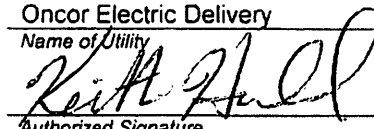
1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")

4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

**UTILITY**

Utility: Oncor Electric Delivery  
Name of Utility

By:   
Authorized Signature

Keith Hull  
Print or Type Name

Title: Vice President Distribution Operations

Date: March 27, 2017

**WILLIAMSON COUNTY**

By:   
Authorized Signature

Dan A. Gattis  
Print or Type Name

Title: Williamson County Judge

Date: 05-01-2017



**Electric Delivery LLC**

<b>ONCOR Project:</b>	<b>3335876</b>
<b>District:</b>	<b>NA</b>
<b>County:</b>	<b>Williamson</b>
<b>Federal Proj. No.:</b>	<b>NA</b>
<b>ROW CSJ No.:</b>	<b>NA</b>
<b>County Rd.:</b>	<b>SW Bypass Ph 1</b>
<b>From:</b>	<b>Sta 370+00</b>
<b>To:</b>	<b>Sta 380+00</b>
<b>Eligibility Ratio</b>	<b>33.33%</b>

## Attachments

Includes:

- Summary Estimate
- Labor Estimate
- Materials Estimate
- Vouchers Estimate
- Utility Account Method
- Work Schedule
- Property Interest
- Betterment Estimates
- Plan Drawings



**Electric Delivery LLC**

ONCOR Project:	3335876
District:	NA
County:	Williamson
Federal Proj. No.:	NA
ROW CSJ No.:	NA
County Road No.:	SW Bypass Ph 1
From:	Sta 370+00
To:	Sta 380+00
Eligibility Ratio	33.33%

## Attachment "A"

### Summary Estimate

Contractors Expense	11,692.75	
Vouchers	15,000.00	
Materials	5,534.54	
<b>subtotal 1 :</b>		32,227.29
Construction Overhead		11,601.83
<b>subtotal 2 :</b>		43,829.12
OED Tax Expense		0.00
<b>subtotal 3 :</b>		43,829.12
 Total Charged to Project		43,829.12
Salvage Material		0.00
Net Estimated Cost		43,829.12
Less Betterment		0.00
Estimated Cost		43,829.12
Eligibility Ratio	33.33%	14,608.25





Electric Delivery LLC

ONCOR Project: 3335876  
 District: NA  
 County: Williamson  
 Federal Proj. No.: NA  
 ROW CSJ No.: NA  
 County Road No.: SW Bypass Ph 1  
 From: Sta 370+00  
 To: Sta 380+00  
 Eligibility Ratio: 33.33%

## 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.	15	\$64.64	\$ 969.60
OH4190R	Bare Conductor, Any Size. Includes: Rollers, String, Rope, Conductor, And Cleanup. Unit Of Measure = Per Foot, Per Conductor.	924	\$0.17	\$ 157.08
OH4040I	Crossarm Wood/fiberglass, Up To 10', Double. Includes: Drilling Pole, Crossarm, Braces And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	4	\$82.34	\$ 329.36
OH4040R	Crossarm Wood/fiberglass, Up To 10', Double. Includes: Drilling Pole, Crossarm, Braces And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	2	\$75.19	\$ 150.38
OH4030R	Crossarm, Wood/fiberglass, Up To 10', Single. Includes: Drilling Pole, Crossarm, Braces, And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	2	\$30.41	\$ 60.82
OH4410I	Cut Pole Top, Includes: Cut Pole And Remove Ground Wire As Required. Unit Of Measure = limit Of One Per Work Point	4	\$70.59	\$ 282.36
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.	1	\$51.91	\$ 51.91
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
OH4070I	Dead-end Conductor, Primary, Through 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	26	\$30.02	\$ 780.52
OH4070R	Dead-end Conductor, Primary, Through 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	8	\$15.88	\$ 127.04
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.	10	\$52.99	\$ 529.90
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

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
OH4380I	Down Guy Or Pole To Pole Guy, Any Size, All Lengths. Includes: Pole And Anchor Attachment Hardware, Guy, Ground/guy Insulator As Required, Guy Tension, And Guy Guard. Unit Of Measure = Each.	3	\$53.66	\$ 160.98
OH4380R	Down Guy Or Pole To Pole Guy, Any Size, All Lengths. Includes: Pole And Anchor Attachment Hardware, Guy, Ground/guy Insulator As Required, Guy Tension, And Guy Guard. Unit Of Measure = Each.	4	\$33.97	\$ 135.88
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.	14	\$26.89	\$ 376.46
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.	25	\$21.52	\$ 538.00
OH4102R	Insulator, Double Pin, All Voltages Primary. Includes: Insulator, Pin, Drilling If Required, Hardware, And Securing Conductor To Insulator. Unit Of Measure = Each.	1	\$32.16	\$ 32.16
OH4025I	Oh Jumper.permanent Includes Primary Or Secondary: Conductor , Any Necessary Tie , And Connections. Unit Of Measure = Each.	18	\$58.24	\$ 1,048.32
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.	5	\$50.44	\$ 252.20
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
PS1090I	Anchor, Expanding/plate. Machine Dig. Includes: Load Anchor/rod, Locates, Assemble Anchor, Setup/breakdown, Dig Hole, Install Anchor W/ Rod, Backfill, Tamp, And Cleanup. Unit Of Measure = Each.	3	\$167.40	\$ 502.20
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
PS1010R	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	1	\$359.96	\$ 359.96
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.	5	\$243.29	\$ 1,216.45
PS1050I	Vac Hole For Pole Through 60'. Includes: Locates, Replenish Water Supply/dischage Spoil, Setup/breakdown, Excavating Hole And Securing Site For Public Safety. Excludes Rock Excavation. Unit Of Measure = Each.	5	\$286.83	\$ 1,434.15

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
SV9000R	Oh Service, Duplex Or Triplex, Any Size, Any Length. Includes: Setup/breakdown, Any Necessary Cover, Service, Decadents), Hardware, Connections On Both Ends, Sag, Voltage Test, And Cleanup. (removal Includes Open Wire Or Bundled.) Excludes Field Assembled Services. Unit Of Measure = Each.	1	\$111.41	\$ 111.41

\$ 11,692.75





**Electric  
Delivery LLC**

ONCOR Project: 3335876  
 District: NA  
 County: Williamson  
 Federal Proj. No.: NA  
 ROW CSJ No.: NA  
 County Road No.: SW Bypass Ph 1  
 From: Sta 370+00  
 To: Sta 380+00  
 Eligibility Ratio 33.33%

## Attachment "A"

### Materials Estimate

Buy America	Estimated Quantity	Estimate Unit	Description	Estimated Cost Per Unit	Estimated Cost
	1	EA	Line Hardware,Anchor, Plate, Expanding	\$ 15.42	\$ 15.42
	1	EA	Line Hardware,Anchor_Rod, Twineye, 3/4 i	\$ 26.93	\$ 26.93
	2	EA	Line Hardware,Anchor, Plate, Expanding	\$ 54.02	\$ 108.04
	2	EA	Line Hardware,Anchor_Rod, Tripleye, 1 in	\$ 46.57	\$ 93.14
	4	KT	Structure,Foam, 7 CF, 70 Psi Mininum Com	\$ 152.35	\$ 609.40
	4	EA	Structure,Crossarm, Dist, Penta Treated	\$ 47.95	\$ 191.80
	2	EA	Structure,Crossarm, Dist, Penta Treated	\$ 38.51	\$ 77.02
	2	EA	Structure,Crossarm, Dist, Penta Treated	\$ 38.51	\$ 77.02
	1	EA	Fuse,Cutout, Open, Single Vent, 25 KV, 1	\$ 77.48	\$ 77.48
	1	EA	Insulator,Guy, Guy Strain, 15000 LB, 36.	\$ 21.14	\$ 21.14
	50	FT	Line Hardware,Wire, Guy, 5/16 in, EHS, 7	\$ 0.51	\$ 25.50
	2	EA	Insulator,Guy, Guy Strain, 21000 LB, 36.	\$ 29.11	\$ 58.22
	100	FT	Line Hardware,Wire, Guy, 7/16 in, EHS, 7	\$ 0.91	\$ 91.00
	0.84	LB	Conductor,Wire, Bare, #6, DSA	\$ 6.47	\$ 5.43
	4	EA	Industrial,Plate, FLN, 6 X 5 X 0.018 IN,	\$ 1.78	\$ 7.12
	2	EA	Pole,Wood, Distribution, 50 FT, Cl 3	\$ 836.39	\$ 1,672.78
	2	EA	Pole,Wood, Transmission, 60 FT, Cl 3, Ro	\$ 1,188.55	\$ 2,377.10
					\$ 5,534.54



ONCOR Project: 3335876  
 District: NA  
 County: Williamson  
 Federal Proj. No.: NA  
 ROW CSJ No.: NA  
 Highway No.: SW Bypass Ph 1  
 From: Sta 370+00  
 To: Sta 380+00  
 Eligibility Ratio 33.33%

## MATERIAL LIST "B"

### Materials Estimate

Buy America	WR_NO	QTY	UOM	SOURCE	TSN	DESCR
	3335876	6	EA	N	00000001	For Donated Property/Zero Dollars
	3335876	1	EA	E	139421	Fuse,Link, Removable Buttonhead, Univers
	3335876	1	EA	E	300007	Connector,Clamp, Hotline
	3335876	2	EA	S	301535	Pole,Wood, Distribution, 50 FT, Cl 3
	3335876	6	EA	E	301580	Fasteners,Bolt, Double Arming, Full
	3335876	6	EA	E	301581	Fasteners,Bolt, Double Arming, Full
	3335876	6	EA	E	301588	Fasteners,Bolt, Mach, Square
	3335876	6	EA	E	301609	Fasteners,Bolt, Oval Eye
	3335876	8	EA	E	301627	Fasteners,Bolt, Mach, Square
	3335876	2	EA	E	301629	Fasteners,Bolt, Mach, Square
	3335876	2	EA	E	301636	Fasteners,Bolt, Mach, Square
	3335876	18	EA	E	302049	Fasteners,Nut, Oval Eye, 11 Tpi, Galv
	3335876	6	EA	E	302420	Fasteners,Washer, Round, 7/16 in ID, 3/8
	3335876	48	EA	E	302439	Fasteners,Washer, Double Coil Spring, 5/
	3335876	6	EA	E	302441	Fasteners,Washer, Double Coil Spring, 3/
	3335876	1	EA	S	302780	Fuse,Cutout, Open, Single Vent, 25 KV, 1
	3335876	6	EA	E	302881	Structure,Brace, Crossarm, 38 IN, Penta
	3335876	8	EA	E	302882	Structure,Brace, Crossarm, 60 IN, Penta
	3335876	4	EA	S	302883	Structure,Crossarm, Dist, Penta Treated
	3335876	4	EA	S	302884	Structure,Crossarm, Dist, Penta Treated
	3335876	14	EA	E	302977	Insulator,Pin, Radio Free, F-Neck, Gray,
	3335876	2	EA	S	302993	Insulator,Guy, Guy Strain, 21000 LB, 36.
	3335876	1	EA	S	302995	Insulator,Guy, Guy Strain, 15000 LB, 36.
	3335876	4	LB	E	303527	Fasteners,Staple, Slash Point, Galv Stee
	3335876	50	FT	S	303578	Line Hardware,Wire, Guy, 5/16 in, EHS, 7
	3335876	100	FT	S	303583	Line Hardware,Wire, Guy, 7/16 in, EHS, 7
	3335876	2	EA	E	304147	Connector,Clamp, Deadend
	3335876	1	EA	E	304151	Connector,Clamp, Deadend
	3335876	36	EA	E	304161	Connector,Clamp, Deadend, Side Open

	3335876	3	EA	E	304175	Line Hardware,Plate, Pole Eye, Galv Duct
	3335876	1	EA	E	304185	Connector,Grip, Deadend, Guywire, Black,
	3335876	3	EA	E	304186	Line Hardware,Guy_Guard, Marker, 8.0 FT,
	3335876	2	EA	E	304188	Line Hardware,Grip, Deadend, Guywire, Gr
	3335876	6	EA	E	304792	Fasteners,Bolt, Mach, Square
	3335876	6	EA	E	304840	Connector,H-Body, Compression, Al, Al-Al
	3335876	55	EA	E	305174	Fasteners,Washer, Square, 13/16 IN, 3/4
	3335876	1	EA	E	305605	Line Hardware,Bracket, Cutout Mounting,
	3335876	2	EA	S	310003	Line Hardware,Anchor, Plate, Expanding
	3335876	1	EA	S	310004	Line Hardware,Anchor, Plate, Expanding
	3335876	0	FT	S	310091	Conductor,Wire, Bare, #6, DSA
	3335876	2	EA	S	310363	Pole,Wood, Transmission, 60 FT, Cl 3, Ro
	3335876	1	EA	S	310630	Line Hardware,Anchor_Rod, Twineye, 3/4 i
	3335876	14	EA	E	311128	Line Hardware,Tie, Conductor, Single, To
	3335876	2	EA	S	313508	Line Hardware,Anchor_Rod, Tripleye, 1 in
	3335876	4	EA	S	314040	Structure,Foam, 7 CF, 70 Psi Mininum Com
	3335876	4	EA	S	314428	Industrial,Plate, FLN, 6 X 5 X 0.018 IN,
	3335876	16	LB	E	314431	Fasteners,Nail, Common, Galv, 4D
	3335876	26	EA	E	315035	Insulator,Suspension, Suspension, 25 KV
	3335876	14	EA	E	318729	Line Hardware,Pin_Crossarm, Galv Steel,
	3335876	6	EA	E	323811	Fasteners,Washer, Curved Plate, 13/16 IN





**Electric Delivery LLC**

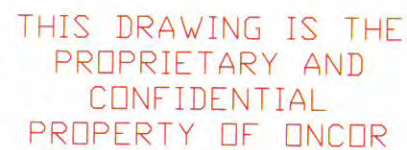
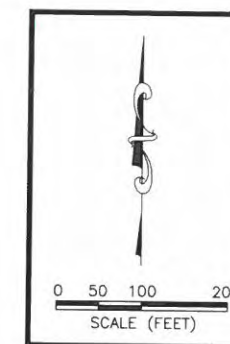
ONCOR Project: 3335876  
District: NA  
County: Williamson  
Federal Proj. No.: NA  
ROW CSJ No.: NA  
County Road No.: SW Bypass Ph 1  
From: Sta 370+00  
To: Sta 380+00  
Eligibility Ratio 33.33%

## Attachment "A"

### *Voucher Estimate*

	Description	Quantity	Unit	Estimated Cost Per Unit	Estimated Total Cost
	Tree Clearing	4	4 man crew	\$2,500.00	\$ 10,000.00
	RR Flagman	1	1 person	\$5,000.00	\$ 5,000.00
					\$ -
					15,000.00





**MAIN OFFICE**  
PO BOX 970  
SPRING BRANCH TEXAS 78070  
PHONE : (830) 229-5446  
FAX : (830) 495-2170

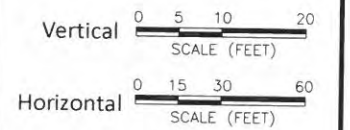
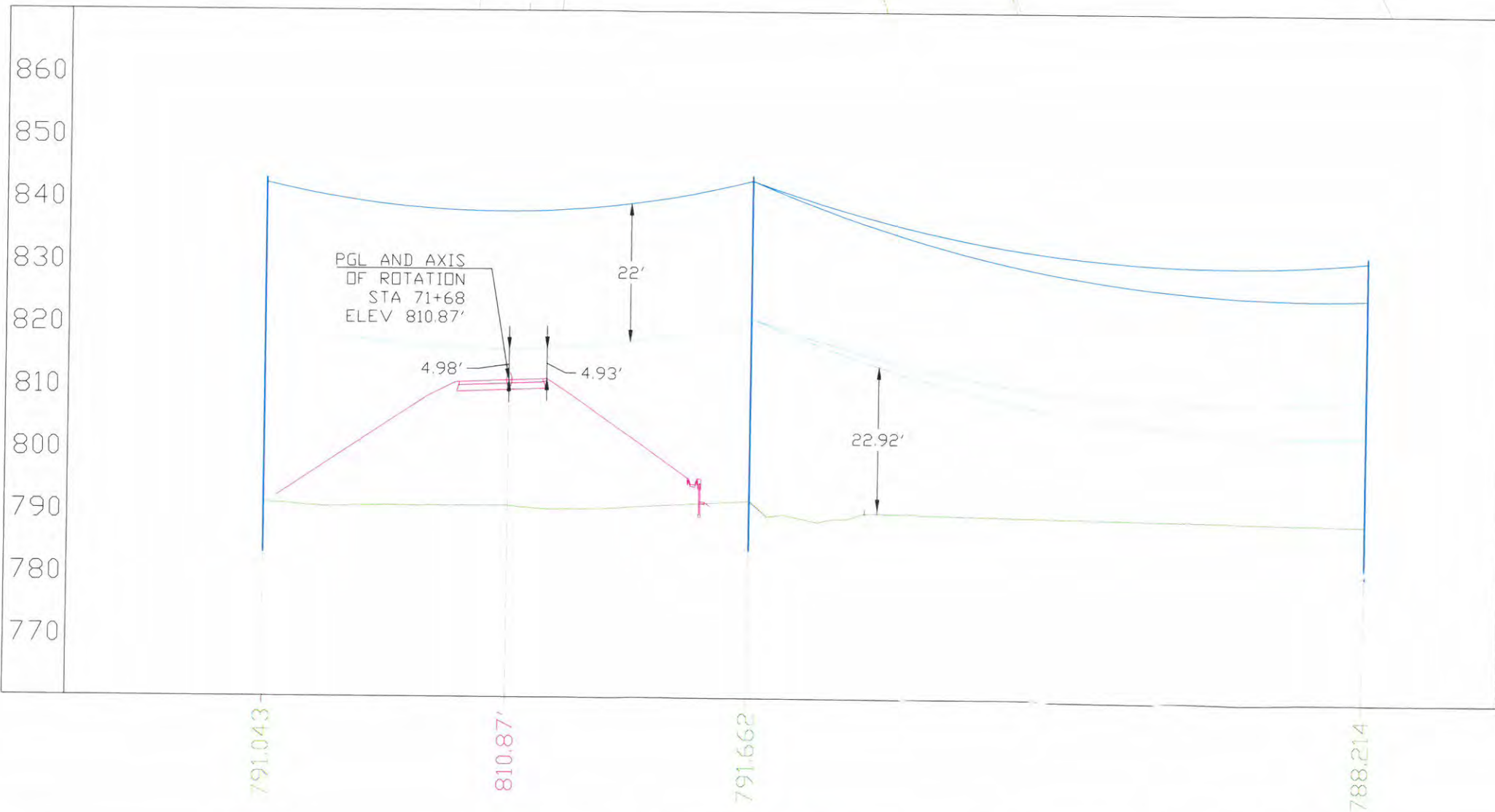
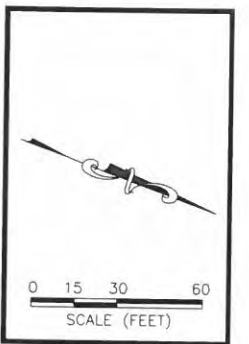
**M & S**

**BRANCH OFFICE**  
102 W MORROW STE 101  
GEORGETOWN TEXAS 78626  
PHONE : 512 666-8384

**ENGINEERING**  
ENGINEERS PLANNERS AND SURVEYORS  
TEXAS REGISTERED ENGINEERING FIRM P-1394



DATE: 12/19/2015
SCALE: 1" = 100'
ENGINEER: Paul Elkins
DESIGNED BY: R. Hiller
DRAWN BY: E. Newnam
SHEET: 1 OF 2



Date: 3/22/2017 8:49 AM User: BRAD CARABAJAL  
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**M & S**

MAIN OFFICE  
P.O. BOX 970  
SPRING BRANCH TEXAS 78070  
PHONE (830) 228-6446  
FAX (830) 885-2170

BRANCH OFFICE  
102 W. MORROW STE 101  
GEORGETOWN TEXAS 75626  
PHONE (512) 466-3544

**ENGINEERING**  
ENGINEERS PLANNERS AND SURVEYORS  
TEXAS REGISTERED ENGINEERING FIRM #1364



Georgetown SW Bypass  
45160NCOR.025  
14.4/24.9 kV

DATE: 12/19/2016
SCALE: As Shown
ENGINEER: Paul Elkins
DESIGNED BY: R. Hiller
DRAWN BY: E. Newnam
SHEET: 2 OF 2





Electric Delivery LLC

ONCOR Project: 3335876  
District: NA  
County: Williamson  
Federal Proj. No.: NA  
ROW CSJ No.: NA  
County Road No.: SW Bypass Ph 1  
From: Sta 370+00  
To: Sta 380+00  
Eligibility Ratio 33.33%

## Attachment "B"

*Utility Schedule of Work and Estimated Date of Completion*

Estimated  
Start Date \*

May 8, 2017

Estimated  
Number of  
Days  
For  
Completion

25 working days, does  
**not** include holidays, does  
**not** include weekends.

35 total days,  
**INCLUDES** weekends,  
(7 days per week)  
does **not** include holidays,

Estimated  
Completion  
Date \*\*

June 9, 2017

\* Start date is based on receipt of signed County contract and acquired Road R.O.W.

\*\* 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 contacts being removed in an expeditious manner.

**Note:**

In the event that it becomes necessary, and/or at County's request, Oncor will ask if crews will work 7 days per week (their volitional option and does not include holidays) in order to facilitate getting the project done as quickly as possible. This will increase the labor costs. O.E.D. will work with County in the event that a Supplemental Agreement is necessary if the costs exceed 25%.



Electric Delivery LLC

ONCOR Project: 3335876  
District: NA  
County: Williamson  
Federal Proj. No.: NA  
ROW CSJ No.: NA  
County Road No.: SW Bypass Ph 1  
From: Sta 370+00  
To: Sta 380+00  
Eligibility Ratio 33.33%

## Attachment "C"

### *Eligibility Ratio*

**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.

**X**

**State Utility  
Procedure  
(SUP)**

Utility adjustments on Federal-aid (non-interstate), Off-System, State, and FM highway, County 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%, approval of the eligibility ratio will be required.

\* This Procedure to be used on County Projects



## Eligibility Ratio Worksheet

ONCOR Project: 3335876  
TXDOT U-NO.: NA  
District: NA  
County: Williamson  
Federal Proj. No.: NA  
ROW CSJ No.: NA  
Highway No.: Southwest Bypass  
From: 370+00  
To: 380+00  
Eligibility Ratio: 33.33%

### Pole Count

<u>Poles Removed, Covered by Private Easement, PUE</u>	<u>2</u>
Total Poles Removed, in ROW and Private	<u>6</u>

Sheet 1 2  
6

Sheet 2 \_\_\_\_\_

Sheet 3 \_\_\_\_\_

Sheet 4 \_\_\_\_\_



Electric Delivery LLC

ONCOR Project: 3335876  
District: NA  
County: Williamson  
Federal Proj. No.: NA  
ROW CSJ No.: NA  
County Road No.: SW Bypass Ph 1  
From: Sta 370+00  
To: Sta 380+00  
Eligibility Ratio 33.33%

## Attachment "D"

### *Betterment Calculation and Estimates*

#### **Forced Betterments**

Forced betterments, also known as non-elective betterments, are those necessitated by transportation project construction. This type is usually a **REIMBURSABLE** cost item. These items must be properly documented by the utility and include: (1) non-stocked items that are uneconomical to purchase; (2) items to comply with governmental laws and ordinances; (3) appropriate regulatory commission codes; (4) published, current design practices regularly followed by the utility in its own work; (5) installment of replacements of equivalent standard, although not identical; (6) betterments for which there are direct benefits to, and/or are required for, the transportation project.

County cost participation is based on the cost of providing the most economical replacement facility or restoration of functionally equivalent service to the facility being replaced.

Note: Forced Betterment will make the contract have an Eligibility Ratio AND a Reimbursement Ratio

#### **Elective Betterments**

The costs of elective betterment items are **ineligible** for County participation. Such elective betterments should be depicted on the plan as part of the work proposed.

#### **X No Betterments**

There is no betterment involved in this utility adjustment.

## ATTACHMENT “E”



**Electric Delivery LLC**

ONCOR Project:	3335876
District:	NA
County:	Williamson
Federal Proj. No.:	NA
ROW CSJ No.:	NA
County Road No.:	SW Bypass Ph 1
From:	Sta 370+00
To:	Sta 380+00
Eligibility Ratio	33.33%

*Proof of Property Interest*



Grantor, whether one or more, for and in consideration of Ten and No/100 (\$10.00) Dollars to Grantor in hand paid by Texas Power & Light Company of Dallas, Texas, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said Company an easement for the above described pole.

~~The above described property constitutes no part of my homestead~~

Said Company shall have the right to erect intermediate poles, stubs, and guy anchors along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 20th day of June, A. D. 1966.

Witnessed by:

**CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS**

THE STATE OF TEXAS

County of Williamson

BEFORE ME, the undersigned authority, on this day personally appeared

Eula M. Miller, a feme sole,

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that she.

...executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, A. D. 1906

Notary Public, \_\_\_\_\_ County, Texas

Filed for Record on the 27 day of July, A. D. 1966, at 8:00 o'clock A. M.

Duly Recorded this the 27 day of July A. D. 19 66, at 3:40 o'clock P M.

DICK CERVENKA, County Clerk

Williamson County, Texas

By Charles R. Arnold Deputy

Form 52-3-65

THE STATE OF TEXAS

County of Williamson

KNOW ALL MEN BY THESE PRESENTS:

That..... W. W. Laubach

of Williamson County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances.

ances, upon, over and across Grantor's land in the \_\_\_\_\_ Lewis J. Dyckes  
Survey, Abstract No. 180, \_\_\_\_\_ Williamson \_\_\_\_\_ County, Texas.

The center line of said power line shall be located across said land as follows:

Beginning at an existing Texas Power & Light Company angle pole, S/S 9-17

located on the Grantor's property at a point being 45 feet north of southeast property corner and 2 feet west of Grantor's east boundary.

Thence in a northerly direction parallel to Grantor's east boundary and along the centerline of a present Texas Power & Light Company distribution line, a distance of 447 feet to a present Texas Power & Light Company angle pole, S/S 4470.

Thence 18 deg. 0 min. LT, a distance of 400 feet to a present Texas Power & Light Company distribution pole, S/S 4400, and its attached guy, said guy to extend 28 feet in an easterly direction.

Grantor, whether one or more, for and in consideration of Thirty and No/100 (\$30.00) Dollars to Grantor in hand paid by Texas Power & Light Company of Dallas, Texas, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said Company an easement for the above described poles and guy.

The above described property constitutes no part of my homestead.

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 2 poles, 0 stubs, and 1 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 20th day of June, A. D. 1966.

Witnessed by:

#### CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Williamson

BEFORE ME, the undersigned authority, on this day personally appeared  
W. W. Laubach

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of June, A. D. 1966.

Notary Public Williamson County, Texas

Filed for Record on the 25 day of June, A. D. 1966, at 3:00 o'clock P. M.

Duly Recorded this the 25 day of June, A. D. 1966, at 3:00 o'clock P. M.

DICK CERVENKA, County Clerk  
Williamson County, Texas

By Williamson Deputy

## ATTACHMENT "F"

## Utility Joint Use Agreement 80A

Agreement No: WC-JUA-UTILITY-Southwest Bypass Ph. 1

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: Southwest Bypass Ph.1:  
From: Sta: 370+00 to Sta: 380+00

**WHEREAS**, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

**WHEREAS**, Oncor Electric Delivery Company LLC, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 27 day of MARCH, 2017, or on location sketches attached hereto except as provided below;

**NOW, THEREFORE**, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.



IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Oncor Electric Delivery LLC

By   
Utility Name  
Keith Hull

Title: Vice President Distribution Operations

Date: March 27, 2017

Williamson County

By   
Authorized Signature

Title: Williamson County Judge

Date: 05-01-2017

## LETTER OF TRANSMITTAL

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

Date: April 7, 2017  
CobbFendley Job: 1703.011.01.39A  
Re: Williamson County  
Southwest Bypass Ph 1  
Oncor Electric Delivery LLC

ATTENTION: Eddie Church

WE ARE SENDING YOU THE FOLLOWING VIA: Hand Deliver

☐ Prints ☒ Originals ☐ Other \_\_\_\_\_

QUANTITY	DESCRIPTION
5	Oncor – Executed Utility Reimbursement Agreement

### PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use  
☐ As Requested ☐ For Review & Comment

### REMARKS:

Eddie,

We have reviewed the executed Oncor Electric Delivery, LLC's Utility Reimbursement Agreement in the amount of \$43,829.12 and are 33.33% eligible for reimbursement. The county will be reimbursing Oncor Electric Delivery LLC in the amount of \$14,608.25

If you have any questions, please let me know.

Thank you,  
Brenda

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED

  
Brenda McAdams, Utility Specialist