

**STANDARD UTILITY AGREEMENT  
SUPPLEMENTAL AGREEMENT No.   1**

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Pedernales Electric Cooperative, Inc. (*the "Utility"*) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

**Whereas**, the **County** and **Utility** executed a Standard Utility Agreement on February 23, 2017 concerning the adjustment, relocation, or removal of certain **Utility's** facilities;

**Whereas**, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

**Whereas**, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

**Whereas**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: additional design and construction work as detailed in the attached backup documents, which are attached to this supplemental agreement as Attachment "A".

**Now, Therefore, Be It Agreed:**

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional design and construction work found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **\$9,828.46** for a total of **\$14,380.19**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

**STANDARD UTILITY AGREEMENT**  
**SUPPLEMENTAL AGREEMENT No. 1**  
(con't.)

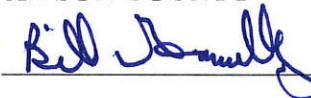
The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

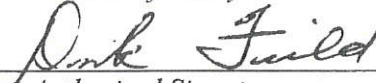
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

**UTILITY**

**WILLIAMSON COUNTY**

Utility: Pedernales Electric Cooperative  
*Name of Utility*

By: 

By:   
*Authorized Signature*  
*Electrical Distribution*

  
*Judge Bill Gravell, Jr.*

Title: Designer & Planning Manager

Title: Williamson County Judge

Date: 1-30-19

Date: 2/5/19

## **ATTACHMENT “A”**

### **Backup Documents to Supplemental:**

Summary of Reasons for Supplemental Agreement:

- **Construction:**
  - Per Eckhart Invoice #944, charged hourly rates due to the following.
    - Excavation for pole done by hand, due to conflict location;
    - Work performed while location was energized, so signals remained active;
    - Original construction costs based on unit pricing from vendor, but changed to hourly for above reasons.
  
- **Internal Labor Cost Plus Overhead:**
  - Internal Labor - Charged by PEC employees for staking/meeting/field visit.
  - Indirect Internal Labor - This is charged to all work orders. It is for items such as system engineering, mapping, supervisory, and administrative labor related to distribution construction. Since all support personnel are not able to charge to a specific work order, PEC adds indirect labor to cover such expenses.
  - Indirect Overhead - This is charged to all work orders. It is for items such as benefits and crew clearing. This is based on the indirect labor charged above. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.
  - Indirect External Services – External engineering, mapping, administrative services. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.

Date:	2/23/2017	11/1/2018	1/23/2019
Document:	PEC Reimbursement Agreement	PEC Statement of Charges	Difference
Construction Costs:	\$ 2,854.70	\$ 7,211.37	\$ 4,356.67
Material Costs:	\$ 1,697.03	\$ 2,087.14	\$ 390.11
Internal Labor & OH Costs:			
Internal Labor =		\$ 520.12	\$ 520.12
Indirect Internal Labor =		\$ 2,123.79	\$ 2,123.79
Indirect OH =		\$ 1,336.96	\$ 1,336.96
Indirect External Services =		\$ 979.62	\$ 979.62
Transportation Costs:		\$ 121.19	\$ 121.19
	\$ 4,551.73	\$ 14,380.19	
Eligibility Ratio:			
100%	\$ 4,551.73	\$ 14,380.19	\$ 9,828.46



**POWER OF COMMUNITY**  
PEDERNALES ELECTRIC COOPERATIVE

Received  
Jan 4, 2019  
HNTB Corporation  
Round Rock

**STATEMENT OF CHARGES**

SH 29 @ Cedar Hollow  
FINAL INVOICE

**Liberty Hill District**

10825 W. State Hwy 29  
Liberty Hill, Texas 78642  
512-778-5470 X 7025

RE: Cedar Hollow

**RECIPIENT:**

Name Williamson County  
c/o HNTB Corporation  
Address 505 East Huntland Drive, Suite 485  
City, State, ZIP Austin, Texas 78752

STATEMENT DATE November 1, 2018

Sales Tax Rate:

Exempt

PEC Work Order	DESCRIPTION	AMOUNT
100825	Eckhart Electric Construction Inc. Invoice # 944	\$ 7,211.37
	<b>Invoice Subtotal</b> \$ 7,211.37	
	Material Cost Plus Overhead	\$ 2,087.14
	Internal Labor Cost Plus Overhead	\$ 4,960.49
	Transportation Cost	\$ 121.19
	<b>Subtotal</b> \$ 7,168.82	
	SUBTOTAL	\$ 14,380.19
	TAX	\$ -
	<b>Estimated Project Total</b>	<b>\$14,380.19</b>
	<b>Eligibility Ratio</b>	100.00%
	<b>Estimated Total Reimbursable</b>	<b>\$14,380.19</b>

**DIRECT ALL INQUIRIES TO:**

Brad Noack  
512-778-5470 ext 7037  
[Bradley.Noack@peci.com](mailto:Bradley.Noack@peci.com)

**ECKHARDT ELECTRIC CONST. INC.**

11811 LIME CREEK RD.  
 LEANDER, TX 78641  
 512 219-9359  
 eck11811@aol.com

**INVOICE**

DATE	INVOICE #
1/30/2017	944

**BILL TO:**

PEDERNALES ELECTRIC CO-OP  
 P. O. BOX 2048  
 LIBERTY HILL, TX 78642-2048

WO NUMBER	TERMS
WO#100825	Net 30

DESCRIPTION	AMOUNT
Description: Remove 40-4 pole that is close to road turn lane Install new 45-4 pole down the hill approx 30ft Install new 10KVA XFR for signal light to reduce outage time Job site: Hwy 29 and Cedar Hollow Rd. Georgetown, Tx General Foreman: Rodney Eckhardt Billing period: 12/8/16 thru 12/15/16 Completed: 12/15/2016	
Hourly Labor Charges	4,675.61
Hourly Charges for Company Owned Equipment	2,535.76

**RECEIVED**

By June Williams - Accounts Payable at 4:01 pm, Feb 01, 2017

Thank you for your business.

**Total****\$7,211.37**



## Eddie R. Church

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**From:** Burke, Whitney <Whitney.Burke@peci.com>  
**Sent:** Wednesday, January 23, 2019 3:29 PM  
**To:** Eddie R. Church  
**Cc:** 62811\_1604-067\_RTLs; Noack, Bradley  
**Subject:** RE: Cedar Hollow @ SH 29 - Final PEC Invoice

Eddie,

Below is the additional information you requested:

- \$4960.49 – Internal Labor Cost Plus Overhead
  - \$520.12 internal labor - charged by PEC employees for staking/meeting/field visit
  - \$2123.79 indirect internal labor - This is charged to all work orders. It is for items such as system engineering, mapping, supervisory, and administrative labor related to distribution construction. Since all support personnel are not able to charge to a specific work order, PEC adds indirect labor to cover such expenses.
  - \$1336.96 Indirect overhead - This is charged to all work orders. It is for items such as benefits and crew clearing. This is based on the indirect labor charged above. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.
  - \$979.62 indirect external services – External engineering, mapping, administrative services. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.

Thank you,  
Whitney

**Whitney Burke** | PEDERNALES ELECTRIC COOPERATIVE, INC.

Distribution Planner 2

P: (877) 372-0391 | XTN: 7023

[Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#) | [PEC Energy News](#)

P.O. Box 2048 / 10625 West Hwy 29 | Liberty Hill, Tx 78642

[PECLibertyHillPlanning@PECI.com](mailto:PECLibertyHillPlanning@PECI.com)

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**From:** Eddie R. Church [mailto:erchurch@HNTB.com]

**Sent:** Tuesday, January 22, 2019 10:04 AM

**To:** Burke, Whitney <Whitney.Burke@peci.com>

## Eddie R. Church

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**From:** Burke, Whitney <Whitney.Burke@peci.com>  
**Sent:** Monday, January 14, 2019 10:47 AM  
**To:** Eddie R. Church  
**Cc:** 62811\_1604-067\_RTLs; Noack, Bradley; Tomika Lynce  
**Subject:** RE: Cedar Hollow @ SH 29 - Final PEC Invoice  
**Attachments:** !ECKHART INV.pdf

Eddie,

Eckhart inv # 944 –

- Had to charge hourly due to the following circumstances
  - Hole had to be hand dug due to conflict
  - All work had to be done while location was still energized, so that the power stayed on to the signal light

Original construction cost was based on unit pricing from vendor, but then changed to hourly rate due to the reasons above.

Thank you,  
Whitney

**Whitney Burke** | PEDERNALES ELECTRIC COOPERATIVE, INC.

Distribution Planner 2

P: (877) 372-0391 | XTN: 7023

[Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#) | [PEC Energy News](#)

ENGINEERING & ENERGY INNOVATIONS DEPARTMENT

P.O. Box 2048 / 10625 West Hwy 29 | Liberty Hill, Tx 78642

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**From:** Eddie R. Church [mailto:erchurch@HNTB.com]

**Sent:** Monday, January 14, 2019 9:48 AM

**To:** Burke, Whitney <Whitney.Burke@peci.com>

**Cc:** 62811\_1604-067\_RTLs <62811\_1604-067\_RTLs@HNTB.com>; Noack, Bradley <Bradley.Noack@peci.com>; Tomika Lynce <tomika.lynce@wilco.org>

**Subject:** RE: Cedar Hollow @ SH 29 - Final PEC Invoice