25

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Utility Agreement with Bluebonnet Electric for the relocation three phase electric power lines along CR266.

ITEM TYPE	MEETING DATE		AMOU	INT REQUIRED
ACTION-MISCELLANEOUS	September 3, 2013		\$8,700.00	
LINE ITEM NUMBER				
	AUDITOR USE ONLY			
AUDITOR COMMENTS:				
PURCHASING GUIDELINES FOLLOWED:	N/A	AU	DITOR REVIEW:	N/A
REQUESTED BY			SPONSOR	CO-SPONSOR
Commissioner Ingalsb	pe		INGALSBE	N/A
SUMMARY				
The CR 266 project was identified as a key The project design is complete and constru			f the 2008 Priority	Road Bond Program.

Bluebonnet Electric has provided documentation to the County that a portion of their three phase electric power lines to be relocated along CR 266 lies within a private easement and is thereby a reimbursable relocation.

The Utility Agreement is attached for County review, approval and execution.

FILED: 09 03 13

HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28282 VOL V PG 228

STANDARD UTILITY AGREEMENT

U-Number:

County: Hays ROW CSJ: n/a Highway Project Letting Date: 02/15/2013 Highway: County Road 266/Old Bastrop Hwy. From: Frances Harris

To: Centerpoint Road

This Agreement by and between Hays County, a political subdivision of the State of Texas ("County"), and Bluebonnet 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; and

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: Relocating 490' of overhead three phase primary distribution line by installing 458' of overhead three phase primary distribution line. Also relocating 1671' of overhead single phase primary distribution line by installing 2522' of overhead single phase primary distribution line, said adjustment, removal, or relocation being necessitated by the proposed highway improvement; and

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.

Alternatively, the County agrees to pay Utility an agreed lump sum of \$8,700.00 as supported by the attached estimated costs. The County will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to Utility in the agreed amount.

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 Accounting Method (Attachment "B");
- 4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
- Statement Covering Contract Work Hays-U-48 (Attachment "D");
- 6. Eligibility Ratio (Attachment "F");
- 7. Betterment Calculation and Estimates (Attachment "G");
- 8. Proof of Property Interest Hays-U-1A (Attachment "H")
- 9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
- 10. Utility Joint Use Acknowledgment ROW-U-JUA (Attachment "E").

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 walve 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

		HAYS COUNTY, TEXAS
Utility:	Bluebonnet Electric Cooperative Name of Utility	Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore
Ву:	Authorized Signature	approved and authorized by Hays County, Texas.
	Print or Type Name	Ву;
	rnnt or Type Ivame	Authorized Signature
Title:		Title: Hays County Judge
Date:		Date:

Attachment A

Plans, Specifications, and Estimated Costs

Contractors Expense (Inst Contractors Expense (Ret		\$56,000.00 \$15,000.00
Contractors Overall Exper	nse	\$71,000.00
Total Charged to Project		\$71,000.00
Estimated Cost		\$71,000.00
Eligibility Ratio	12.5%	\$8,700.00

Cost Estimate - Contractor Expense (Install)

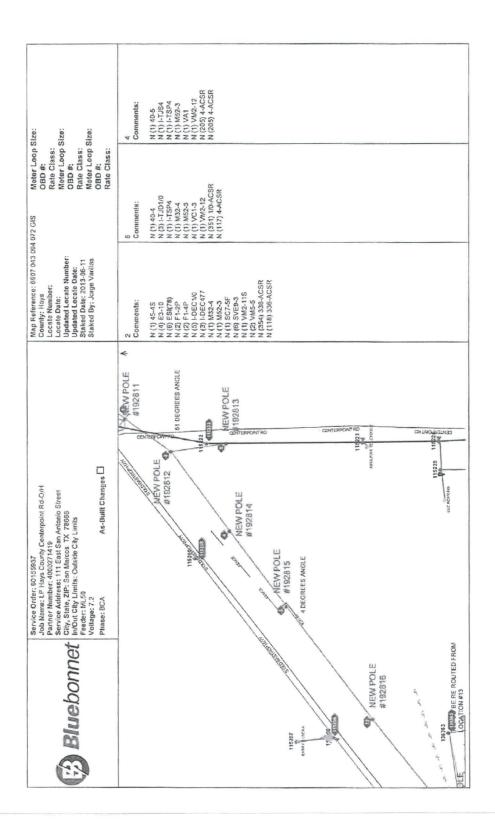
			COST (5) P	ER 1 ASSEM	BLY	
ASSEMBLY UNIT	ASSEMBLY DESCRIPTION	QTY.	LABOR	MATERIAL	TOTAL	TOTAL COST
40-4~	Pole, Wood, 45 Ft, Class 4	5	\$215.73	\$408.84	CC24 E7	2001
40-5	Pole, Wood, 40 Ft. Class 5	4	\$161.35	\$351.81	\$624,57 \$513,16	\$624.5 \$2,052.6
VC1-3~	3PH XARM CONST, TANG, DOUBLE	1	\$148,82	\$383.68	\$532.50	\$532.5
VA5-1	1 PHASE TAP	1	\$44.81	\$34.35	\$79.16	\$79.16
VA1	1 Phase, Single Primary Support	4	\$23,30	\$30.04	\$53.34	\$213.3
VM2-12-	Pole Protection Assembly, Plate Type	4	\$41.25	\$25.90	\$67.15	\$67.1
VM2-11	Grounding Assembly, Grnd Rod Type	1	\$27.74	\$32.41	\$60.15	\$60.1
VM2-12	Pole Protection Assembly, Plate Type	3	\$45,45	\$25,90	\$71.35	\$214.0
E3-10	2 11 1					
F1-2P	Guy Marker	1	\$10.58	\$4.57	\$15.15	\$15.1
VE1-2	Guy Anchor, 8 Inch Helix	1	\$202.65	\$38.38	\$241.03	\$241.03
I-TJD1/0-	Single Down Guy, Through Bolt Type, 3/8" J NECK DOUBLE 1/0	1	\$61.42	\$36.79	\$98.21	\$98.2
I-TSP4~	SPOOL	3	\$28.75	\$10.84	\$39.59	\$118.77
I-DEC1/0	Tie, Deadend	2	\$15.10	\$2.23	\$17.33	\$69.33
I-TJS4	Tie, Spool. J Neck Single #4	4	\$2.22 \$11.11	\$1.87	\$4.09	\$8.18
I-TSP4	SPOOL	1	\$11.11	\$2.96 \$2.23	\$14.07 \$13.34	\$56,28 \$13,34
K14						
M32-3	Service Assembly, Deadend	1	\$16.95	\$5.45	\$22.40	\$22.4
SC1/0	Pole Key Assembly, Double Support	1	\$125,92	\$9.04	\$134,96	\$134.96
30170	Service Deadend, Wedge Clamp 1/0 ACSR	1	\$19.54	\$1.64	\$21.18	\$21.18
DVGH-25	Transformer, 25 1PH DV 120/240	1	\$168.70	\$1,064.47	\$1,233,17	\$1,233.17
F-X3-1/2	Fuse Link, 1.5A Type X, Fitall	7	\$2.50	\$5.24	\$7.74	\$7.74
G10P	Transformer Assembly, 1PH on 1PH Deadend	1	\$113.23	\$190.51	\$303.74	\$303.74
#4 ACSR-	Conductor, Primary, #4 ACSR	117	\$0.31	\$0.13	50.44	054.4
1/0 ACSR-	Conductor, Primary, 1/0 ACSR	351	\$0.33	\$0.13	\$0.44 \$0.59	\$51.48
#4 ACSR	Conductor, Primary, #4 ACSR	1592	\$0.25	\$0.13	\$0.38	\$207.09 \$604.96
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40-4	Pole, Wood, 40 Ft. Class 4	2	\$124.36	\$0.00	\$124.36	\$248.72
45-4	Pole, Wood, 45 Ft. Class 4	1	\$135.77	\$0.00	\$135.77	\$135.77
VA1	1-Phase Const, Tang	2	\$14.85	\$0.00	S14.85	\$29.70
VA3	1-Phase Const, Large Angle Vertical Const	1	\$20.74	\$0.00	\$20.74	\$20.74
VA5-1	1-Phase Tap	1	\$27.71	\$0.00	\$27.71	\$27.71
VM2-12	Pole Protection Assembly, Plate Type	3	\$23.06	\$0.00	\$23.06	\$69.18
E3-10	Guy Marker	i	\$6.79	\$0.00	\$6.79	\$6.79
F1-3	Guy Anchor, 10 Inch Expndg, 3/4in x 8ft 2-Eye R	1	\$56.22	\$0.00	\$56.22	\$56.22
VE1-2	Single Down Guy, Through Bolt Type, 3/8"	1	\$35.30	\$0.00	\$36.30	\$36,30
VM5-2	insulator Assembly, Pole Top Pin	1	\$16.50	\$0.00	\$16.50	\$16.50
#4 ACSR	Conductor, Primary, #4 ACSR	1392	\$0.19	\$0.00	\$0.19	\$264.48
						\$912,11
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				TOTAL	-	\$912.11
		ENGINEER	RING & OVER	HEAD	10.00%	\$91.21
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		ROUNDED	то			\$1,000.00

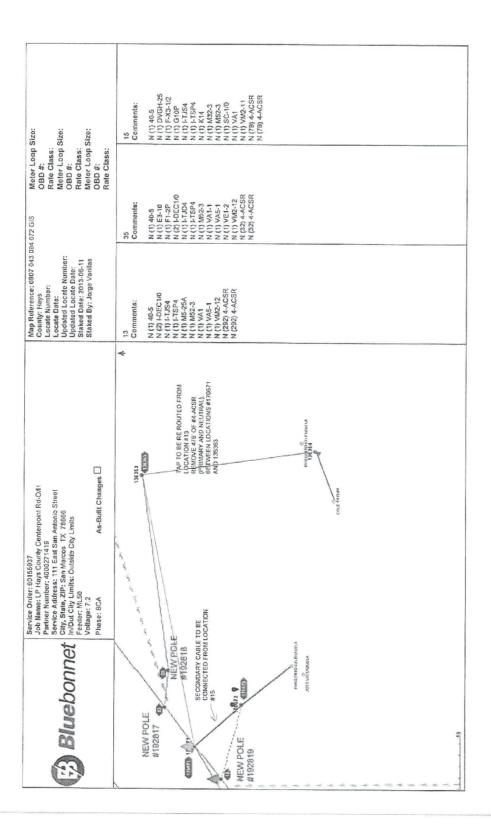
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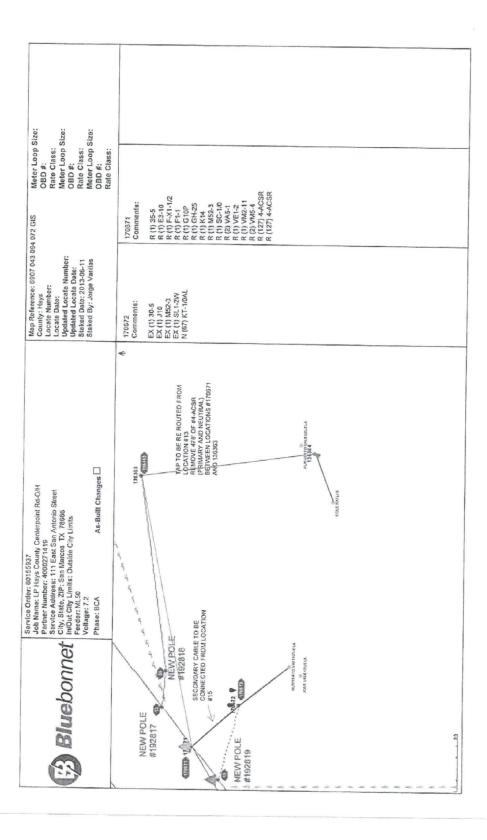
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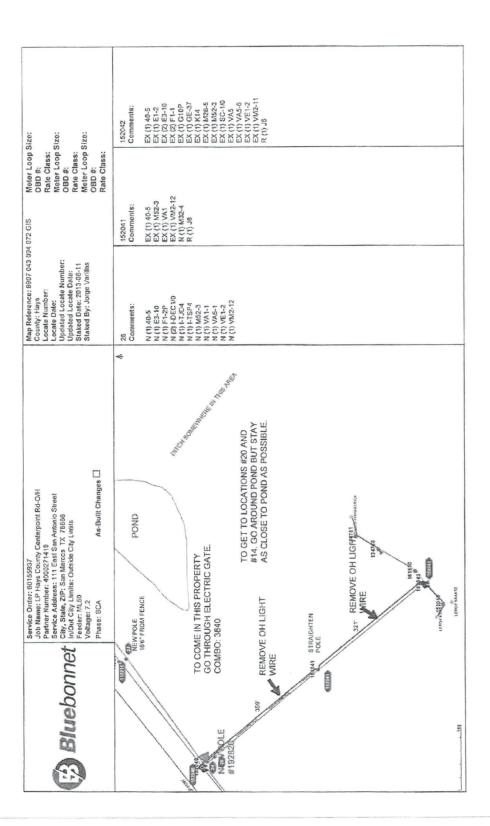


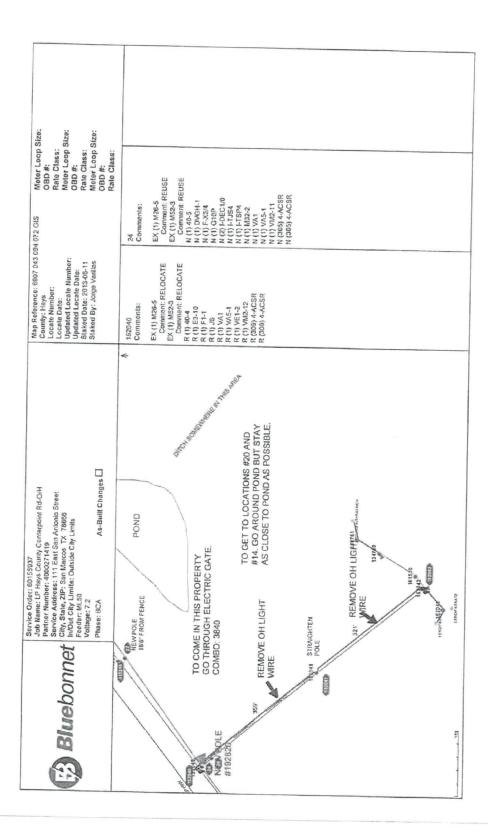


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(Bluebonnet	11/120 & DEGREES ANGLE WHEN POLLE A' TO BE SET WHERE STAKED HAS BEEN PLACED. APPROXIMATELY !! OUTSIDE OF FENCE

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Bluebonnet Electric Cooperative

Job Name: LP Hays County Centerpoint Rd-O/H Job #: 60155937

Staked By: Jorge Varillas Staked Date: 2013-06-11

1 NewOHPri 285 feet Source: 158452 Comments: N (1) 45-4S N (1) E3-10 N (1) ESI(78) N (1) F-T40 N (1) F-T40 N (2) I-DEC1/0 N (3) I-TJD336 N (1) I-TSP1/0 N (1) M32-4 N (1) M5-25 N (1) M5-25 N (1) M5-25 N (1) SA5-2 N (1) SC1-3 N (1) SVE9-3 N (1) VM2-11S N (1) VM5-9F1 N (855) 336-ACSR N (285) 336-ACSR	2 NewOHPri 118 feet Source: 1 Comments: N (1) 45-4S N (4) E3-10 N (6) ESI(78) N (2) F1-2P N (2) F1-4P N (5) I-DEC1/0 N (3) I-DEC477 N (1) M32-4 N (1) M52-3 N (1) SC7-5F N (6) SVE9-3 N (1) VM2-11S N (2) VM5-5 N (354) 336-ACSR N (118) 336-ACSR	4 NewOHPri 205 feet Source: 2 Comments: N (1) 40-5 N (1) I-TJS4 N (1) I-TSP4 N (1) M52-3 N (1) VA1 N (1) VM2-12 N (205) 4-ACSR N (205) 4-ACSR
5 NewOHPri 198 feet Source: 4 Comments: N (1) 40-5 N (1) I-TJS4 N (1) I-TSP4 N (1) M52-3 N (1) VA1 N (1) VM2-12 N (198) 4-ACSR N (198) 4-ACSR	Comments: N (1) 40-4 N (3) I-TJD1/0 N (1) I-TSP4 N (1) M32-4 N (1) M52-3 N (1) VC1-3 N (1) VM2-12	12 NewOHPri 296 feet Source: 5 Comments: N (1) 40-5 N (1) I-TJS4 N (1) I-TSP4 N (1) M52-3 N (1) VA1 N (1) VM2-12 N (296) 4-ACSR N (296) 4-ACSR

13 NewOHPri 292 feet Source: 12 Comments: N (1) 40-5 N (2) I-DEC1/0 N (1) I-TJS4 N (1) I-TSP4 N (1) M5-25A N (1) M52-3 N (1) VA1 N (1) VA5-1 N (1) VM2-12 N (292) 4-ACSR N (292) 4-ACSR	14 NewOHPri 85 feet Source: 15 Comments: N (1) 40-5 N (1) E3-10 N (1) F1-2P N (2) I-DEC1/0 N (1) I-TJS4 N (1) I-TSP4 N (1) VA1 N (1) VA5-1 N (1) VE1-2 N (1) VM2-12 N (85) 4-ACSR N (85) 4-ACSR EX (1) M52-3 Comment: REUSE	15 NewOHPri 79 feet Source: 13 Comments: N (1) 40-5 N (1) DVGH-25 N (1) F-X3-1/2 N (1) G10P N (1) I-TJS4 N (1) I-TSP4 N (1) I-TSP4 N (1) K14 N (1) M32-3 N (1) M52-3 N (1) SC-1/0 N (1) VA1 N (1) VM2-11 N (79) 4-ACSR N (79) 4-ACSR
20 NewOHPri 319 feet Source: 14 Comments: N (1) 40-5 N (1) I-TJS4 N (1) I-TSP4 N (1) VA1 N (1) VM2-12 N (319) 4-ACSR N (319) 4-ACSR EX (1) M52-3 Comment: REUSE	22 NewOHPri 313 feet Source: 20 Comments: N (1) 40-5 N (1) I-TJS4 N (1) I-TSP4 N (1) VA1 N (1) VM2-12 N (313) 4-ACSR N (313) 4-ACSR EX (1) M52-3 Comment: REUSE	24 NewOHPri 305 feet Source: 22 Comments: N (1) 40-5 N (1) DVGH-1 N (1) F-X3/4 N (1) G10P N (2) I-DEC1/0 N (1) I-TJS4 N (1) I-TSP4 N (1) I-TSP4 N (1) WA1 N (1) VA5-1 N (1) VA5-1 N (1) VM2-11 N (305) 4-ACSR EX (1) M26-5 Comment: REUSE EX (1) M52-3 Comment: REUSE

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26 PVT 0 feet Source: none Comments: N (1) 40-5 N (1) E3-10 N (1) F1-2P N (2) I-DEC1/0 N (1) I-TJD4 N (1) I-TSP4 N (1) M52-3 N (1) VA1-1 N (1) VA5-1 N (1) VE1-2 N (1) VM2-12	31 NewOHPri 210 feet Source: 24 Comments: N (1) 40-5 N (1) I-TJS4 N (1) I-TSP4 N (1) VA1 N (1) VM2-12 N (210) 4-ACSR N (210) 4-ACSR EX (1) M52-3 Comment: REUSE	35 NewOHPri 32 feet Source: 13 Comments: N (1) 40-5 N (1) E3-10 N (1) F1-2P N (2) I-DEC1/0 N (1) I-TJD4 N (1) I-TSP4 N (1) M52-3 N (1) VA1-1 N (1) VA5-1 N (1) VE1-2 N (1) VM2-12 N (32) 4-ACSR
N (281) 4-ACSR N (281) 4-ACSR	115200 RetireOHPri 233 feet Source: 158452 Comments: ""R (1) 45-4 ""R (3) E3-10 ""R (2) ESI(78) ""R (1) F-T30 ""R (3) F1-3 ""R (1) W52-3 ""R (1) VC7-1 ""R (1) VC7-5 ""R (1) VC7-5 ""R (1) VE1-3 ""R (2) VE9-3 ""R (1) VM2-12 ""R (4) VM5-5 ""R (1) VM5-9F1 ""R (233) 1/0-ACSR ""R (699) 336-ACSR	115201 RetireOHPri 63 feet Source: 115200 Comments: "R (1) 35-7 "R (1) M2-12 "R (1) M52-3 "R (1) VA1 "R (1) VA5-1 "R (63) 4-ACSR "R (63) 4-ACSR

445000 11 0115150		
115202 NewOHPri 70 feet Source: 1 Comments: N (1) 40-5 N (1) E3-10 N (1) F1-2P N (1) I-TJDS4 N (1) I-TSP4 N (1) VA2 N (1) VE1-2 N (1) VW2-12 N (70) 4-ACSR N (70) 4-ACSR "R (1) 35-6 "R (1) E3-10 "R (1) F1-1 "R (1) VA5-1 "R (1) VA5-1 "R (1) VM2-12 EX (1) M52-3 Comment: REUSE	115205 RetireOHPri 302 feet Source: 115201 Comments: ""R (1) 35-6 ""R (1) M2-12 ""R (1) M52-3 ""R (1) VA1 ""R (302) 4-ACSR ""R (302) 4-ACSR	115206 RetireOHPri 473 feet Source: 115205 Comments: N (1) 40-5 N (1) DVGH-15 N (1) E3-10 N (1) F-X2-1/2 N (1) F1-2P N (1) G10P N (1) I-DEB1/0 N (1) I-DEC1/0 N (1) I-DEC1/0 N (1) K14 N (1) M32-3 N (1) VA5 N (1) VA5 N (1) VE1-2 N (1) VM2-11 "R (1) 40-5 "R (1) A1 "R (1) G10P "R (1) G10P "R (1) G1-15 "R (1) WM2-11 "R (1) SC-4 "R (1) VM2-11 "R (473) 4-ACSR EX (1) M52-3 Comment: REUSE
115209 NewOHPri 89 feet Source: 14 Comments: N (89) 4-ACSR N (89) 4-ACSR EX (1) 35-6 EX (2) I-DEC1/0 EX (1) M5-25A EX (1) M52-3 EX (1) VA1 EX (2) VA5-1 EX (1) VM2-12	115213 RetireOHPri 73 feet Source: 115209 Comments: "R (1) 40-4 "R (1) E3-10 "R (1) F1-3 "R (1) VA3 "R (1) VA5-1 "R (1) VE1-3 "R (1) VM2-12 "R (2) VM5-2 "R (73) 4-ACSR EX (1) M52-3 Comment: RELOCATE	115214 RetireOHPri 312 feet Source: 115213 Comments: "R (1) 40-4 "R (1) M2-12 "R (1) VA1 "R (312) 4-ACSR "R (312) 4-ACSR EX (1) M52-3 Comment: RELOCATE

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115215 RetireOHPri 311 feet Source: 115214 Comments: ""R (1) 45-4 ""R (1) M2-12 ""R (1) VA1 ""R (311) 4-ACSR ""R (311) 4-ACSR EX (1) M52-3 Comment: RELOCATE	115216 RetireOHPri 210 feet Source: 152040 Comments: ""R (1) 40-4 ""R (1) M2-12 ""R (1) VA1 ""R (210) 4-ACSR ""R (210) 4-ACSR EX (1) M52-3 Comment: RELOCATE	115217 NewOHPri 205 feet Source: 31 Comments: N (205) 4-ACSR N (205) 4-ACSR EX (1) 40-5 EX (1) E3-10 EX (1) F1-3 EX (1) M2-12 EX (1) M52-3 EX (1) VA2 EX (1) VA5-6 EX (1) VE1-3
115220 RetireOHPrī 320 feet Source: 115217 Comments: ""R (1) 40-5 ""R (1) M2-12 ""R (1) M52-3 ""R (1) VA1 ""R (1) VA5-6 ""R (320) 4-ACSR ""R (320) 4-ACSR	115221 RetireOHPri 311 feet Source: 115220 Comments: "R (1) 40-5 "R (1) E3-10 "R (1) F1-3 "R (1) M2-12 "R (1) M52-3 "R (1) VA5 "R (1) VE1-3 "R (311) 4-ACSR	115222 RetireOHPri 253 feet Source: 115200 Comments: ""R (1) 40-4 ""R (2) E3-10 ""R (2) F1-1 ""R (1) M52-3 ""R (1) VC2-2 ""R (2) VE1-2 ""R (1) VM2-12 ""R (759) 1/0-ACSR ""R (253) 4-ACSR
136363 NewOHPri 171 feet Source: 35 Comments: N (171) 4-ACSR N (171) 4-ACSR EX (1) 35-5 EX (2) E3-10 EX (2) F1-1 EX (1) M52-3 EX (1) VA4 EX (2) VE1-2 EX (1) VM2-12	152040 RetireOHPri 309 feet Source: 115215 Comments: "R (1) 40-4 "R (1) E3-10 "R (1) F1-1 "R (1) J6 "R (1) VA1 "R (1) VA5-1 "R (1) VE1-2 "R (1) VW2-12 "R (309) 4-ACSR EX (1) M26-5 Comment: RELOCATE EX (1) M52-3 Comment: RELOCATE	152041 PVT 0 feet Source: none Comments: N (1) M32-4

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	7	
152042 PVT 0 feet Source: none Comments: ""R (1) J6 EX (1) 40-5 EX (1) E1-2 EX (2) E3-10 EX (2) F1-1 EX (1) G10P EX (1) GE-37 EX (1) M26-5 EX (1) M52-3 EX (1) VA5-6 EX (1) VA5-6 EX (1) VM2-11	158452 PVT 0 feet Source: none Comments: N (1) 45-3S N (2) E3-10 N (3) ESI(78) N (1) F1-2P N (1) F1-4P N (3) I-DEC1/0 N (9) I-DEC477 N (1) M32-4 N (1) SC7-5F N (1) SC8 N (3) SVE9-3 N (1) VM2-11S "R (1) 40-4 "R (1) VC2-2 "R (1) VC7-1 "R (1) VM2-12 "R (2) VM5-5 EX (1) M52-3 Comment: REUSE	170671 RetireOHPri 127 feet Source: 115213 Comments: "R (1) 35-5 "R (1) E3-10 "R (1) F-X1-1/2 "R (1) F1-1 "R (1) G10P "R (1) GH-25 "R (1) K14 "R (1) M52-3 "R (1) SC-1/0 "R (2) VA5-1 "R (1) VE1-2 "R (1) VM2-11 "R (2) VM5-4 "R (127) 4-ACSR "R (127) 4-ACSR
170672 NewOHSec 67 feet Source: 15 Comments: N (67) KT-1/0AL EX (1) 30-5 EX (1) J10 EX (1) M52-3 EX (1) SL1-2W	173720 NewOHPri 333 feet Source: 115217 Comments: N (1) 40-5 N (2) I-DEC1/0 N (1) I-TJDS4 N (1) I-TSP4 N (1) M5-25A N (1) VA2 N (1) VA5-1 N (1) VM2-12 N (333) 4-ACSR "R (1) 35-5 "R (1) E3-10 "R (1) VA5-1 "R (1) VA5-1 "R (1) VA5-6 "R (1) VA5-6 "R (1) VM2-12 EX (1) M52-3 Comment: REUSE	

Attachment B

Utility's Accounting Method

Actual Cost Method of Accounting The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and The utility proposes to request reimbursement for actual direct and related indirect costs,
Lump Sum Method of Accounting Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.
Alternative Method of Accounting The utility accumulates costs under an accounting procedure (Chart of Accounts) developed by the utility and approved by the State; and, The utility proposes to request reimbursement for actual direct and indirect costs; and The utility owner is a municipality.

Attachment C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date*

Three weeks after signed County contract

Estimated Completion Date**

30 working days after signed TXDOT contract

^{*}Start date is based on receipt of signed County 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.

Attachment D Statement Covering Contract Work – Hays-U-48

Hays County Form Hays-U-48 Page 1 of 1

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE) Agreement No. Hays-U-48

County		ect No.	Hays		ROW CSJ No. Construction CSJ No.	n/a
I, hereina work v	after r	referred to will or ma	, a duly authorized as Owner, am fully cogniza y be done on a contract basis	ant of the	alified representative of _ e facts and make the followers in the estimate to which	owing statements in respect to h this statement is attached.
It is me equipp Therefor suc timely	ore ed ore th h won and	conomical in perform the work will rk, Owner in accordance	and/or expedient for Owner t e necessary work on this proj l be contracted through one o shall remain liable for the p	io contract ject with of the met proper con	ct this adjustment, or Own its own forces to the exte thods described below. N	ner is not adequately staffed or nt as indicated on the estimate. I otwithstanding the contracting r assuring that it is performed wided, or to be provided, by
			Procedure to be	Used in	Contracting Work	
	A.	THE TOWES	on for bids is to be accomplis st qualified bidder who submit tions for the work to be perfo	its a prop	ough open advertising and cosal in conformity with the	contract is to be awarded to be requirements and
	B.	submits a	on for bids is to be accomplisualified contractors and such proposal in conformity with d. Such presently known con	the reon	is to be awarded to the low	vest miglified hidder who
		2.				
		3.				
	C.	of the con	t is to be performed under an performed for Owner and un stract work is to be done under the tereto.)	ider which	the lowest available cos	its are developed (If only now
	D.	or its bro	iking action thereon (approva	nnary est	limate in order to obtain the	therefore evidence in support the concurrence of the County ared as approval of such
					VNER	
				Blu	ebonnet Electric Coopera	tive
					Print Utility Co.	mpany Name]
				By:		
					Signat	uré
					Title	
					Date	

Attachment F

Eligibility Ratio

	Interstate Project On Interstate highways, Texas Transportation Code section 203,092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for federal participation. Pursuant to current state and federal law, federal participation is 100% of all eligible costs.
	State and Local Project On State and Local projects, Texas Department of Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.
\boxtimes	Eligibility Calculation – See attached

Total length of overhead electrical facilities being relocated = 3539'

Length of overhead electrical facilities being relocated from private easement = 444'

CALCULATIONS

Reimbursable Portion:

444 feet divided by 3539 feet = .125 = 12.5%

Therefore, 12.5% is the eligibility ratio to be applied at the time of billing.

(See attached plans)

Attachment G

Betterment Calculation and Estimates

\boxtimes	Betterment does not exist in this agreement
	Forced Betterment exists in this agreement At the request of the State Due to technological advances Due to Utility Standards – See attached documentation
	Betterment exists - See attached calculation

Attachment H Proof of Property Interest

	THE COUNTRYCTED 7
,	TO SERVE: SUBDIVISION /08
	MAP REF. # 6907 053
	W.O. #
EASE	MENT
THE STATE OF TEXAS COUNTY OF 11AYS	315048 901 - 171
•	
That the undersigned archic H	NOW ALL MEN BY THESE PRESENTS:
That the undersigned Archie H. Heimer, Truste for a good and valuable consideration, the repety grant unto the BLUEBONNET ELECTRIC Coffice address is GIDDINGS, TEXAS, and its support the lands of the undersigned, situated in the cand more particularly described as follows: A tract of land executive.	HAYS State of Town
or idila consisting of anorovimate	
Mitchell Survey, and more particul	arly described by the following:
or described in a deed recorded in Volume of HAYS County Texas	852 Page 50
And to place, construct, re-construct, rephase or upon above described lands an electric di appurtenances and equipment, and to cut, trim to the extent necessary to keep the easem distribution line or system's right-of-way: Together with the right of insured.	ent clear along and within the electric
Together with the right of ingress and egress right-of-way for the purpose of constructing maintaining, relocating, replacing and removing In granting this express of the second construction.	said lines and appurtenances. Operating,
In granting this easement it is understood that single poles with related appurtenances and str of the poles will be such as to form the lease with the proper and safe operation of said understood that this easement is intended for devices, or obstacles on the said right-of-way hazard to the safe and reliable operation of the	orease the cost of construction or interfere lines and appurtenances. It is further said lines and appurtenances only and that uction and/or placement of any structures, that may in grantee's opinion constitute a said lines and appurtenances.
side of the centerline of said lines and and	right-of-way is defined to be as for
each side of all interior lot lines and additions cuys and anchors outside the defined easement as	l undefined easement for the placement of
	+ the book to be
The undersigned warrants that he is the legal or the said lands are free and clear of encumbrance those held by the following persons:	vner of the above described lands and that s and liens of whatsoever character except
First Interstate Bank of Texas, N a	
It is further understood that, whenever necessa singular shall be construed to read in the plu gender shall be construed to read in the feminine.	
This written easement represents the only agreemer WHEREOF, the undersigned has set his hand and seal	t pertaining to said easement. IN WITNESS this 30 day of Pecerobar
Sealed and delivered in the presence of:	Achit Heme - 1.5.
Form 21W Rev. 10-84 MTWR 80060VD. 181	FERICIAL PUBLIC RECORDS L.S. Heys County, Texas
w/	

901 · 172

/				
THE STATE OF	TEXAS,-			
County of Comac				
Breke H. H	FLORENCE H. SULTEMBLER Notiny Public State of Texas My Commission Springs Oct 10, 1993	Florence	Trustee sorperebion. L. Dul H. Sultemeier	Lender A.D./94 Lender A.D./94 Lender A.D./94
THE STATE OF County of		a Notary Public	c in and for	
County, Texas, on this me to be the person who after being duly sworn	ose name is subscribed	to t'a foregain		, known to
and and and amount	by me stated on oath the	at ha (cha) eau		
grantor, subscribe the the grantor.	same and that he had si	gned the same a	as a witness at	the request of
GIVEN UNDER MY HAND AND	SEAL OF OFFICE this	day as		
1 0 0 000 000 0000 00000	or or race time	day of		, 19
	. *	Notary Publi	ic	_ County, Texas
			± 16.	
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	1 5 9	11		
	000	On C.		
Bluebonnet Electric	e.			
T.G. Kotayo				

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	AYCHOR OR NETER OLIVITY OLIVIT	PRBARY 14	SECONDARY 2W	SERVICE 2w	UNDERBUILD 1w
COOPERATIVE, INC.	SPM RIGHT SECONDARY OF WAR STREE WAT STREET WAT S	INP REFERENCE 6907 053	MENDE XTENSION	6907 D53 021 001	Add to the second secon
BLUEBONNET ELECTRIC C REVISED: TX100 BLUEBONNET R	1 PRILACRY GROUNT 1 UNT -12 5 VAI WAZ-12 5 VAI WAZ-12 5 VAI WAZ-12 5 VAS WAZ-11	PRE-PAY, REC'D. */- 1/6-92 MAP HWY, PER, REC'D.	Y		CNS. ADV. REC'D.
IAP REFERENCE: 690.7 OS.3 BLUBBONNE ISTRICT: [L] L. COUNTY: GUAZALAPE REVISED:	SCALE L''=(COL) SCALE	CODE: 110 121	77 07-15-92 REMARKS: SPAN CSAG-	ED: Bull 8-6-42 2-3 317, 2'6"	4-5 212' 1'7'

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4,35950 1. 7. 43-24-

Form-21 W Rev. 12-45

County of
That the undersigned
for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the BLUEBONNET EINCTRIC COPPERATURE, INC., a corporation, whose postoffice address is GIDDINGS, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the
County of, State of Texas, and more particularly described as follows:
A tract of land located approximatelymiles
from the town of; and bounded on the north by land owned by:
on the south by land owned by:
on the east by land owned by:
and on the west by land owned by:
and to place, construct, operate, repair. maintain, relocate and replace thereon and in or upon all streats, reads, or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in felling; Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, replaining, maintaining, relocating, replaining, maintaining, relocating, replains, and recovery and distributions.
taining, relocating, replacing and removing said lines and appurtenances. In granting this essement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.
The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:
It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine. This written easement represents the only agreement pertaining to said easement. IN WITHESS WHERROF, the undersigned has set his hand and seal this
Scaled and delivered in the presence of: Cacil Cava L.S.

THE STATE OF TEXAS,	
County of	
BEFORE ME	
	a Notary Public in and fo
County, Texas, on this day	personally appeared
	The second of th
executed the same for the purposes and consideration therein exp	bed to the foregoing instrument, and acknowledged to me that
	a cascu.
AND AND SEAL OF OFFICE	this day of
	Notary Public County, Texas
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
THE STATE OF TEXAS.	
(
County of	
BEFORE ME,	Entere Table
County, Toxas, on this day name and	Notary Public in and for
writing, and, after being duely sworn by	
	no stated od ogth that he saw
signed the same as a witness at the reque	rantor, subscribe the same and that he had
	CE this day of 19
41.5	19
	Notary PublicCounty, Texas
THE STATE OF TEXAS,	10443
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County of	
BEFORE ME,	, a Notary Pablic in and for
County, Tems, on this day per	resonally appeared
pigg jost remaint and have t	known to me to be the person whose name is subscribed to the fore-
id	art from aer husband, and having the same fully explained to her, she, the
and she had willingly signed the same for the purposes and consider	
GIVEN UNDER MY HAND AND SEAL OF DEFICE AND	ration therein expressed and that she did not wish to retract it.
The Conference of the Conferen	day of A. D. 19
	Notary Public County, Texas.
	County, Texas.
THE STATE OF TEXAS,	€
ounty of	*
BEFORE ME	
County Terror and I	a Notary Public in and for
County, Texas, on this day pers	100 100 100 100 100 100 100 100 100 100
oco name is subscribed to the foregoing instrument, and acknowle	of the County and State aforesaid, known to me to be the person dged to me that he executed the same as the act and deed of
rein expressed.	and as the President thereof, and for the purposes and consideration
and seal of office this	day ofA. D
	Notary Publi-
	Notary Public County, Texas.

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The second of th			こしらつ	エクライ	Do JALIN AN	100 TO	9.						STAKED: 22.1.10-72	COMPLETED 1/1 1/1	INSPECTED:

Attachment I

Inclusion in Highway Construction Contract (if applicable)

Not Applicable

Attachment E

Copy of Approved County Online installation Permit