

Project Name: Cordova Road Improvements

Contract/PO No: _____

Vendor No: _____

UTILITY COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2025 by and between the City of Seguin, herein referred to as (“**CITY**”), and Guadalupe Valley Electric Cooperative Inc., herein referred to as (“**UTILITY**”).

RECITALS

WHEREAS, the **CITY** has deemed it necessary to make road and facility improvements along Cordova Road between Highway 123 and GVEC Substation, herein referred to as the “**PROJECT**”, located within the limits of the Guadalupe County, Texas; and

WHEREAS, the proposed roadway improvements will necessitate the installation, adjustment, removal, and/or relocation of certain GVEC owned facilities of the **UTILITY** as indicated in the following statement of work: The **UTILITY** is agreeable to design, construct, and relocate as necessary all electric poles, electric lines, fiber lines, electric meters, electric transformers, appurtenances and per the existing Franchise Agreement along the **PROJECT** so as not to be in conflict with any of the proposed improvements such as but not limited to roadway pavement structure, curb & gutters, sidewalks, multiuse paths, drainage structures, traffic conduits & pull boxes, concrete driveways, medians, landscaping; and

WHEREAS, the **UTILITY** has submitted and the **CITY** has approved the **PROJECT** estimate and payment plan for such electrical installations, adjustments, removals, and/or relocations as shown in the attached Exhibit A; and

WHEREAS, the **UTILITY** has requested that the **CITY** obtain any additional utility easements necessary for the **PROJECT** as shown in the attached Exhibit B.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

Upon execution of this agreement by the parties hereto the **CITY** will, by written notice, authorize the **UTILITY** to proceed with the necessary electric utility design, material procurement, installations, adjustments, removals, and/or relocations. The **UTILITY** agrees to proceed in such a manner that will not result in avoidable delay or interference with the **PROJECT**. Should the **UTILITY** by its actions cause interference or delay resulting in the imposition of damages upon the **CITY** by a third party, **UTILITY** agrees to be responsible for said damages.

Upon approval of design, the **UTILITY** will carry out said electric utility installations, adjustments, removals, and/or relocations in accordance with the **PROJECT** after the **CITY** acquires all necessary utility easements and issues a Notice-to-Proceed to the **UTILITY**. **PROJECT** timeline will be adjusted accordingly due to delays beyond the control of the **UTILITY**, which shall include but not be limited to delays caused by the relocation of other utilities (Telecommunications providers, Water/Waste Water, and Gas), unforeseen material/industry delays, floods, epidemics, adverse weather, or acts of God.

The **CITY** shall pay the **UTILITY** in accordance with the payment timeline supported by the attached Exhibit A.

Both parties shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Buy America and Build America, Buy America (BABA) provisions are not applicable to this project.

The **UTILITY** and **CITY** agree that both Parties, each through their public officials, employers, and agents, shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to **CITY**. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement will not create any rights in third Parties not signatories hereto. In the event that any portion of this agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged in this written agreement. No prior agreement or understandings,

verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. The terms of this agreement are lawful; performances of all duties and obligations herein shall conform with and do not contravene any applicable state, local, or federal statutes, regulations, rules, or ordinances.

This agreement shall not be altered, modified or amended except by an instrument in writing and executed by the parties hereto.

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 have set their hands and seals this day and year set forth below.

CITY OF SEGUIN, TEXAS

BY: _____ DATE: _____
STEVE PARKER, CITY MANAGER

ATTEST:

BY: _____ DATE: _____
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____ DATE: _____
CITY ATTORNEY

GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.

BY: _____ DATE: _____
**DISTRIBUTION DESIGN
& PLANNING MANAGER**

ATTEST:

BY: _____ DATE: _____
EXECUTIVE ASSISTANT

THE STATE OF TEXAS
COUNTY OF _____

)
)

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me to be the person who executed the same as the act and deed of Guadalupe Valley Electric Cooperative, Inc., for the purposes and consideration therein expressed. Given under my hand and seal of office, this _____ day of _____, 2025

Notary Public, State of Texas

Exhibit A

12/4/2025

City of Seguin
205 N. River Street
Seguin, TX 78155
Attn: Steve Parker

RE: Cost Estimate for Cordova Road Underground Utility Relocations

Project Description:

Underground relocation Construction/Equipment

Engineering, Design, Staking,	\$130,000.00
Construction Labor	\$286,011.63
Material	\$673,743.75
Fiber Relocation Material/Labor	\$269,689.00
Equipment Rental	\$4,100.00

Estimated Total: \$1,363,544.38

Eligibility Ratio: 100%

GVEC Responsibility: \$0

City of Seguin Responsibility: \$1,363,544.38

Summary of Payments and Estimation of timeline for Distribution Line and Service Deployment:

Down Payment for Project (50% of Cities cost).....	\$681,772.19 - Jan 2026
Mobilization.....	1/1/2026 – 2/2/2026
Electric Construction.....	2/1/2026- 1/1/2027
Fiber Construction.....	6/1/2026-3/1/2027
Final Payment (Remaining 50% of Cities estimated cost).....	\$681,772.19- 4/1/2027
Pole Retirement(Timeline dependent on attacher schedule).....	TBD

IMPORTANT NOTE: Costs subject to changes due to final design, construction conditions, supply chain and volatile pricing on materials. Project True Up will be for actual costs incurred for engineering, surveying, labor, material, and equipment used.



Work Order Number: 2034974
 Serv Location:
 SML: 64559286
 EML:
 Trans Pole#:
 Meter Pole#:
 Customer Name: CORDOVA RD SIP UG - CORDOVA LP QUOTE
 Serv Addr: CORDOVA RD AT SH 123
 Serv City: 78155 - Seguin
 Taxing City: 6 - SEGUIN
 State: TX, Zip: 78155

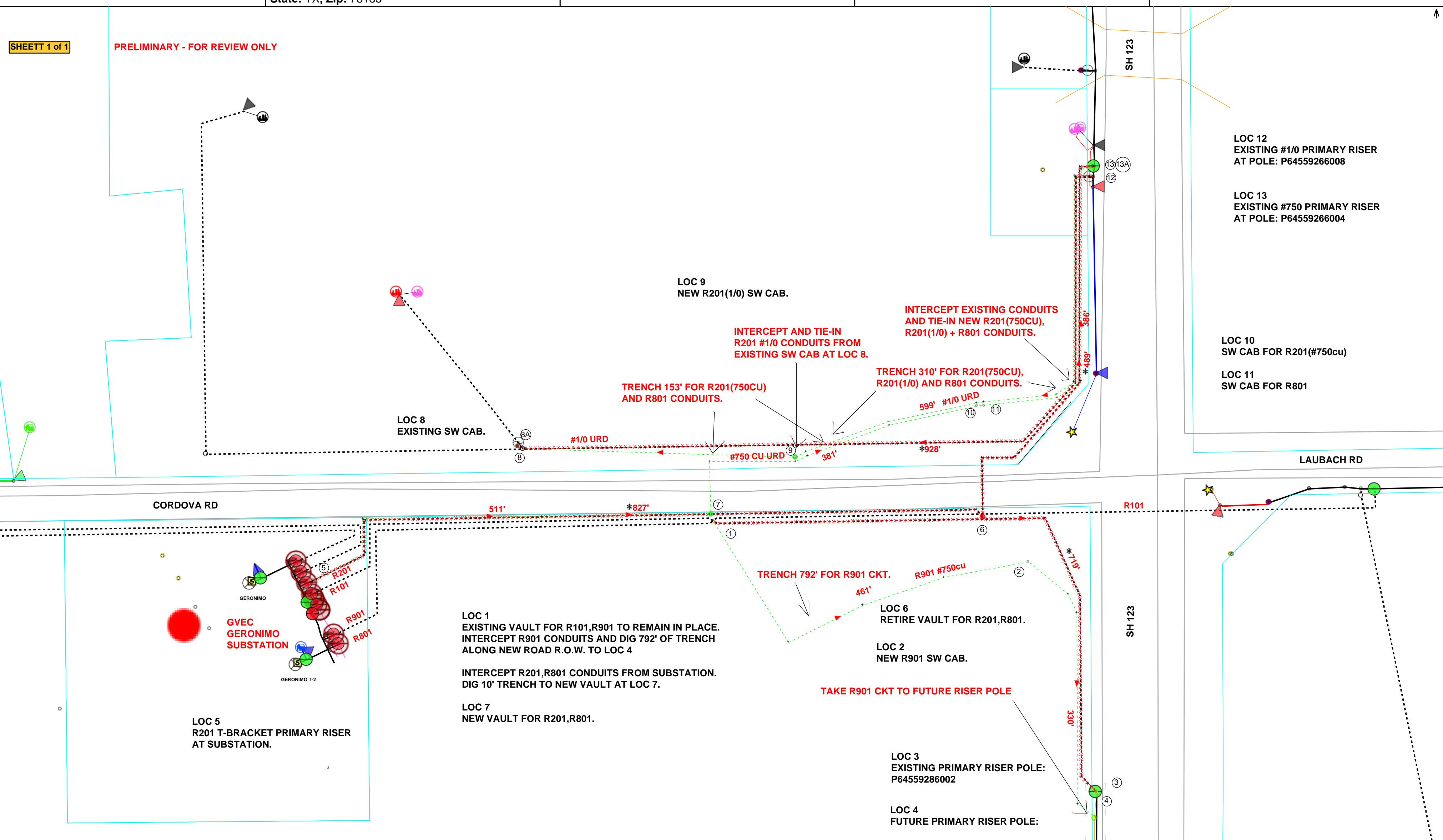
County: 6 - GUADALUPE
 Franchise: 6 - SEGUIN
 Board District: 4 - SHAWN MARTINEZ
 School District: 31 - Navarro ISD
 Service Lineman: 05 - Seguin Area 1
 District Office: 20 - Seguin District Office
 Work Plan: 140 ALL OTHER
 Easement: 2
 Gate Combo: N/A

Staked By: M & S 3
 Staked Date: 2024-12-10
 Drawn By: M & S 1
 Drawn Date: 2024-12-16
 Checked By:
 Checked Date:
 DT#: N/A
 DT Date: N/A
 ROW: N/A
 HWY Permit: N/A

Feeder: R901
 Substation: GERONIMO
 Phase: ABC
 Primary Voltage: 14.4
 Secondary Voltage:
 Comments: PRELIMINARY DESIGN ONLY.
 Overhead: -0-
 Underground: +3580' -2963' = +617'
 Secondary: -0-
 Service: -0-

SHEET 1 of 1

PRELIMINARY - FOR REVIEW ONLY



XFMR #		Transformers and Service		GVEC Meter		Completion		Job Briefing	
Install _____	Serial # _____	Date: _____	Time: _____ AM PM	Added _____	Completed By:	Hazards	Employee-in-Charge Signature		
KVA _____	Removed _____	Voltage: LG-1 _____	LG-2 _____	Reuse _____	Date: _____	Work Procedures	Date: _____ Time: _____		
Serial # _____	KVA _____	LG-2 _____	L-L _____	Removed _____	Meter Set:	Special Precautions	Employee Signatures:		
				<input type="checkbox"/> Yes <input type="checkbox"/> No		Energy Source Controls (lockout/tagout)			
						PPE			

EXHIBIT B: PAGE 2 OF 4



Work Order Number: 2075174
 Serv Location: 0
 SML:
 EML:
 Trans Pole#:
 Meter Pole#:
 Customer Name: CORDOVA RD SIP OH -
 CORDOVA LP
 Serv Addr: Cordova Rd/HWY 123
 Serv City: 78155 - Seguin
 Taxing City: 6 - SEGUIN
 State: TX, Zip: 78550

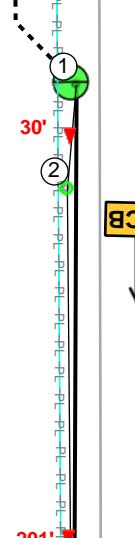
County: 6 - GUADALUPE
 Franchise: 6 - SEGUIN
 Board District: 4 - SHAWN MARTINEZ
 School District: 31 - Navarro ISD
 Service Lineman: 05 - Seguin Area 1
 District Office: 20 - Seguin District Office
 Work Plan: 234 OVERHEAD 3-PHASE #477ACSR
 Easement:
 Gate Combo: N/A

Staked By: M & S 3
 Staked Date: 2025-07-28
 Drawn By: M & S 3
 Drawn Date: 2025-07-29
 Checked By: SAL
 Checked Date: 2025-07-30

DT#: 2571090137
 DT Date: 072925
 ROW:
 HWY Permit:

Feeder: R901
 Substation: GERONIMO
 Phase: ACB
 Primary Voltage: 14.4
 Secondary Voltage: 120/240
 Comments: INSTALL IN-LINE PROPOSED RISER POLE
 Overhead: -0-
 Underground: -0-
 Secondary: -0-
 Service: -0-

SHEET 1 OF 1

TX811: 2571090137
7/29/2025UPLINE DEVICE: R901
300-200SDVRECLOSER
LINEMEN TO VERIFYLOC #1
EXISTING POLE
P64559286002, P55/2SLOC #2
INSTALL P55/2
FUTURE RISER POLELOC #3
EXISTING POLE
P64559286001, P55/2S

1
 Source: none
 EX (1) ESMNT NO RESTRICTION
 EX (4) E3-10
 EX (1) E8-2
 EX (1) F1-5S
 EX (1) P55-2S
 # P64559286002
 EX (1) VCT 477
 EX (1) VM2-11KK

2
 Source: 1
 EX (30) 477 ACSR
 EX (30) 477 ACSR
 EX (30) 477 ACSR
 EX (30) 477 ACSR
 N (1) P55-2
 N (1) UVM2-6W-477
 N (2) UVM2-750W-477
 N (1) VC9-3 477
 N (1) VM2-11KK

3
 Source: 2
 EX (201) 477 ACSR
 EX (201) 477 ACSR
 EX (201) 477 ACSR
 EX (201) 477 ACSR
 EX (1) P55-2S
 # P64559286001
 EX (1) VC9-3 477
 EX (1) VM2-11KK

50ft

XFMR #

Transformers and Service

GVEC Meter

Completion

Job Briefing

Install _____
 Serial # _____
 KVA _____
 Removed _____
 Serial # _____
 KVA _____

Date: _____ Time: _____ AM PM
 Voltage: LG-1 _____
 LG-2 _____
 L-L _____

Added _____
 Reuse _____
 Removed _____

Completed By:
 Date:
 Meter Set:
 Yes No
 Voltage: _____

Hazards
 Work Procedures
 Special Precautions
 Energy Source Controls
 (lockout/tagout)
 PPE

Employee-in-Charge Signature
 Date: _____ Time: _____
 Employee Signatures:

