

ELECTRIC FACILITIES RELOCATION AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2017, by and between Oklahoma Electric Cooperative, an Oklahoma Not For Profit Cooperative Corporation (OEC), First Party, and the City of Norman, a municipal corporation, (CITY), Second Party.

WHEREAS, the CITY plans Roadway and Traffic Signal Improvements at the intersection of 48th Ave NW and Robinson,

WHEREAS, OEC has existing approved and permitted overhead electric distribution facilities in the work area and

WHEREAS, the CITY has approached OEC and taken the initiative to request that OEC relocate its lines from overhead to underground and to accordingly adjust its facilities, all within the work area, and

WHEREAS, The CITY COUNCIL deems it to be in the public interest to have the relocated electric line installed UNDERGROUND along the described "ROUTE"; and

WHEREAS, The attorneys for CITY and OEC, respectively, agree that this Contract is exempt from the requirements of the Competitive Bidding Act, 61 O.S. § 101 et seq., as it involves the relocation of an OEC-owned electric line by OEC, at the request and to the benefit of the CITY, with a CITY contribution of less than \$50,000.

NOW, THEREFORE, FOR VALUE RECEIVED, the parties agree as follows:

1. OEC will furnish labor and materials and will relocate OEC's existing facilities in the work area which conflict with the Roadway and Traffic Signal Improvements at the intersection of 48th Ave NW and Robinson, along the "ROUTE" shown on the attached **EXHIBIT A** for 240' of three-phase underground primary wire footage and bore under 48th Ave NW. The CITY approves of the ROUTE and proposed relocation as shown in attached EXHIBIT A, and the City acknowledges that OEC is relying upon this EXHIBIT A and the City's approval thereof to authorize the work in the CITY right of way and that plans shown on the EXHIBIT A for such work are confirmed by the CITY to be sufficient to entirely accommodate the CITY's Roadway and Traffic Signal Improvements. In the event that the CITY requests any changes in such work or ROUTE as put forth in the attached EXHIBIT A, such changes will result in increases in the amount to be paid to OEC under Section 2 below. The City acknowledges that the CITY has not provided OEC with any required construction plans or specifications. Therefore, OEC is authorized to proceed according to EXHIBIT A and will bury the relocated

electric lines generally along the same route that the electric lines are currently installed in the overhead position. The means and methods of construction shall be in OEC's discretion. The CITY acknowledges that, upon the execution of this Agreement by the CITY, no further permits or authorizations are necessary for OEC to proceed with the work described herein. Prior to commencement of the relocation, the City will visibly locate and provide detailed information as to all CITY utilities, infrastructure, and improvements that the CITY is aware of in or along the proposed ROUTE. The City authorizes OEC to provide temporary blockages of traffic and further direct traffic control as necessary to temporarily work in and around the right of way along the ROUTE.

2. Upon completion of the work described in the preceding paragraph, as determined by OEC by way of notice to the CITY of completion, the CITY will pay OEC \$10,000 for the line relocation within thirty (30) days of receiving notice of completion from OEC.
3. The existing service of OEC is not to be interrupted or suspended or impaired while this Agreement is being performed, and shall not be interrupted by the CITY through its Roadway and Traffic Signal Improvements work.
4. OEC is an approved Own Risk for Workers Compensation by the Oklahoma Workers Compensation Court, and OEC will provide General Liability insurance to address bodily injury or property damage to third parties arising out of this work.
5. The facilities installed by OEC shall remain the property of OEC.
6. This Agreement shall extend to, and be binding upon, each of the parties hereby and their respective successors and assigns. This Agreement is herewith executed in three counterparts, one for OEC and one for the CITY, all of which shall be deemed an original for all purposes.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
8. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other

person. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

9. The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
10. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.
11. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delay" means a delay beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.

IN WITNESS, WHEREOF, this Agreement is executed on the following pages as of the day and year first written above.

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 2017.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2017.

ATTEST: _____
City Clerk

By: _____
Mayor

OKLAHOMA ELECTRIC COOPERATIVE

By: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This Agreement was acknowledged before me on the _____ day of _____,
2017, by _____, as _____,
an Oklahoma Not For Profit Cooperative corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

EXHIBIT A

“ROUTE” for 240’ of three-phase underground primary wire footage and bore under 48th Ave NW, as hereby approved and consented to by the CITY:

