

ELECTRIC FACILITIES RELOCATION AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2016, by and between Oklahoma Electric Cooperative, an Oklahoma Corporation (OEC), First Party, and the City of Norman, a municipal corporation, (CITY), Second Party.

WHEREAS, the CITY plans Roadway and Traffic Signal Improvements on 12th Avenue SE from Cedar Lane Road to Cardinal Creek Boulevard,

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

WHEREAS, the CITY desires to have 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 with a CITY contribution of less than \$50,000.

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

1. Pursuant to construction plans and specifications which are agreeable to both OEC and CITY, said Plans and Specifications are incorporated, by reference, into this Contract, OEC will furnish labor and materials and will relocate its existing facilities in the work area which conflict with the Roadway and Traffic Signal Improvements on 12th Avenue SE from Cedar Lane Road to Cardinal Creek Boulevard, along the "ROUTE" shown on the 2 PDF attachments as an easement agreeable to the City; The 2nd sheet is a continuation of sheet 1 of OEC's 3 phase 1/0 primary going South on the West side of 12th St.
2. Upon completion of the work described in the preceding paragraph, the CITY will pay OEC the difference between the total cost for an overhead to overhead relocation of OEC distribution facilities and the cost for the overhead to underground relocation within the area of conflict. The cost to OEC to relocate its existing line overhead along the "ROUTE" would be \$11,970. The cost to OEC to relocate its existing line underground along the "ROUTE" would be \$58,612. The cost difference is \$46,642.24. The underground components for

which CITY is paying \$46,642, including installation, are 1260' of wire footage and 490" of bore footage and 4 termination cans.

- 3. The existing service of OEC is not to be interrupted or suspended or impaired while this contract is being performed.
- 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.

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

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 2016.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2016.

ATTEST: _____
City Clerk

By: _____
Mayor

OKLAHOMA ELECTRIC COOPERATIVE

By: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument was acknowledged before me on the _____ day of _____,
2016, by _____, as _____,
an Oklahoma corporation, on behalf of the corporation.

My Commission Expires:

Notary Public