

AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT
Utility Relocation Project
City of Norman, OK

THIS AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT For Utility Relocation, 36th Ave. NW, Norman, OK (“Agreement”) is made and entered into this _____ day of _____, 20__, by and between the City of Norman ("CITY") and Western Farmers Electric Cooperative, a cooperative corporation organized and existing under the laws of the State of Oklahoma (“WFEC”), who owns the transmission facilities that are in conflict with the City’s 36th Avenue Bond Project CITY. The CITY and WFEC are herein sometimes individually referred to as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, on February 22, 2022, the CITY and WFEC agreed to final terms regarding WFEC’s performance of services, the CITY’s agreement to reimburse a portion of the costs relating to those services, as further set forth in that Agreement.

WHEREAS, WFEC proceeded to perform the services and sent a final invoice to the CITY for its reimbursement, which amount exceeded the estimated amount upon which the Agreement had originally been based.

WHEREAS, the Agreement anticipated the Parties would need to “true up” actual costs upon completion of the project.

WHEREAS, the CITY has reviewed the costs contained in the WFEC invoice and finds that the additional costs were reasonably incurred in relation to this project and that WFEC’s request for reimbursement of these amounts is in compliance with the spirit of the original Agreement, and that WFEC should be fully reimbursed therefore, and as set out further herein.

NOW, THEREFORE, for and in consideration of the promises herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **APPENDIX A – SERVICES** is hereby supplemented as set forth in “**SUPPLEMENT TO APPENDIX A – SERVICES**” attached hereto and incorporated by reference.

2. Paragraph 2 shall be supplemented to include the following:

Within twenty (20) days of the approval of Amendment No. 1 to K-2122-96, City shall remit payment to WFEC for any final amounts then outstanding under this Agreement.

3. Contract K-2122-96 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-2122-96 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their undersigned duly authorized representatives, effective as of the date(s) first set forth above.

City of Norman ("CITY"):

Approved as to legality and form this _____ day of _____, 2023.

City Attorney's Office

By: _____
Mayor Larry Heikkila

ATTEST: _____
Brenda Hall, City Clerk

Date: _____

Date: _____

Western Farmers Electric Cooperative ("WFEC"):

By: Gary Ray Roulet 
Gary Ray Roulet, CEO

Date: 2-23-2023

ATTEST: Angela Daugherty
Angela Daugherty, Executive Administrator

Date: 2-23-2023



Approved as to legality and form this _____ day of _____, 2023.

General Counsel's Office

SUPPLEMENT TO APPENDIX A – SERVICES

FINAL COST ALLOCATION AND “TRUE-UP”

Category Costs	Total		City of Norman		Western Farmers	
	Estimate	True-Up	Estimate	Change for True-Up	Estimate	Increase for True-up
Engineering Design, Survey and Relocation Expenses and Services	\$58,250.00	\$67,568.02	\$48,250.00	\$7,718.36	\$10,000.00	\$1,599.66
Overhead	\$54,033.88	\$52,526.64	\$27,016.94	(\$753.62)	\$27,016.94	(\$753.62)
Transportation	\$7,170.00	\$6,115.07	\$3,585.00	(\$527.47)	\$3,585.00	(\$527.46)
Construction Inspection	\$31,705.00	\$17,459.67	\$15,852.50	(\$7,122.66)	\$15,852.50	(\$7,122.67)
Interest during Construction	\$5,458.10	\$5,458.10	\$2,729.05	(\$2,729.05)	\$2,729.05	(\$2,729.05)
WFEC Internal Construction Costs for structure 6	\$54,717.00	\$54,717.52	N/A	N/A	\$54,717.00	\$0.52
Construction Services for structures 8 and 9	\$214,457.50	\$216,132.35	\$107,228.75	\$837.42	\$107,228.75	\$837.43
Construction Services for structures 10, 11 and 12	\$205,536.80	\$207,241.67	\$205,536.80	\$1,704.87	N/A	N/A
Construction services for structures 21, 22, 23 and 24	\$160,412.79	\$162,087.64	N/A	N/A	\$160,412.79	\$1,674.85
Conductor Removal and Install	\$72,480.14	\$99,900.16	\$36,240.07	\$13,710.01	\$36,240.07	\$13,710.01
TOTAL ALLOCATIONS:	\$864,251.23	\$883,748.74	\$446,439.11	\$12,837.86	\$417,782.10	\$6,689.67
TOTAL FINAL COST:			\$459,276.97		\$424,471.77	