

ELECTRIC FACILITIES RELOCATION AGREEMENT

THIS ELECTRIC FACILITIES RELOCATION AGREEMENT ("Agreement") is made and entered into and is effective as of this ____ day of _____, 2023 ("Effective Date") by and between Oklahoma Gas and Electric Company, an Oklahoma Corporation ("OG&E"), First Party, and the City of Norman ("City"), Second Party.

WHEREAS, OG&E has existing overhead facilities located at **Jenkins Avenue from Constitution Street to Timberdell Road, Constitution Street from Jenkins Avenue to Monitor Avenue, and Lawrence Avenue from Constitution Street to approximately 400' south of Constitution Street** ("OG&E Facilities") and more fully depicted in OGE Work Order **8436004** (the "Work Order"), and

WHEREAS, the City has requested OG&E to relocate the OG&E's Facilities underground, and

WHEREAS, because the request to underground OG&E Facilities has been made by the City, the City will reimburse OG&E for the costs associated with relocating OG&E's facilities as further described in this Agreement.

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

1. OG&E will furnish labor and materials and will relocate its existing facilities in accordance with the plans for the OG&E Work Order.
2. Upon completion of the work described in the preceding paragraph, the City will pay OG&E the total actual cost for the undergrounding of OG&E Facilities. The ESTIMATED cost to relocate said facilities is four hundred seven thousand five hundred eighty-two dollars and twenty-two cents (\$407,582.22). The parties understand that the total actual cost of the work may differ from the estimated cost above.
3. The existing service of OG&E is not to be interrupted or suspended or impaired while the work contemplated under this Agreement is being performed.
4. OG&E is an approved Own Risk for Workers Compensation by the Oklahoma Workers Compensation Court, and OG&E 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 OG&E shall remain the property of OG&E. The City hereby grants to OG&E the right to enter upon the street, alleys, easements and premises of the City as may be reasonably necessary to install, operate, maintain, and remove electrical facilities at the agreed locations as described herein.

6. This Agreement shall extend to, and be binding upon, each of the parties hereto and their respective successors and assigns. This Agreement is herewith executed in three counterparts, each of which shall be deemed an original for all purposes.

7. The Agreement will expire upon the completion of the work by OG&E and the payment of the above sum by the City.

IN WITNESS, WHEREOF, this Agreement is executed as of the Effective Date as identified above.

Approved as to form and legality this 4 day of August, 2023.



City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2023.

ATTEST: _____
(SEAL) City Clerk

By: _____
Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument was acknowledged before me on _____, 2023, by
_____, as _____, City of Norman.

My Commission Expires: _____
(SEAL)

Notary Public

Oklahoma Gas and Electric Company

gcf

By:

Robert J. Burch

VP Utility Technical Services



CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument was acknowledged before me on the 26 day of July, 2023 by Robert J. Burch, VP Utility Technical Services, for Oklahoma Gas and Electric Company, an Oklahoma Corporation, on behalf of the corporation.

My Commission Expires:

08/30/25

(SEAL)

Amy L. Locken

Notary Public