

## ELECTRIC FACILITIES RELOCATION AGREEMENT

(Project DC-0298 / Distribution WO 8434028)

THIS ELECTRIC FACILITIES RELOCATION AGREEMENT (“Agreement”) is made and entered into and is effective as of this 30TH day of JULY, 2024 (“Effective Date”) by and between Oklahoma Gas and Electric Company, an Oklahoma Corporation (“OG&E”), First Party, and the City of Oklahoma City (“City”), Second Party.

WHEREAS, the City plans Project DC-0298 Drainage Improvements Dry Creek at Quail Creek Sections 5 & 10 (“the Project”), and

WHEREAS, OG&E has existing underground electric distribution facilities in the work area that is associated with the Project, and

WHEREAS, the City desires OG&E to relocate OG&E’s facilities that are located within the work area that is associated with the Project, and

WHEREAS, the City has agreed to 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 OG&E work order 8434028 in the work area which conflict with the Project.
2. Upon completion of the work described in the preceding paragraph, the City will pay OG&E the total actual cost for the relocation of OG&E distribution facilities within the area of conflict not to exceed six hundred fifty thousand dollars and zero cents (\$650,00.00). The ESTIMATED cost to relocate said facilities is four hundred eighty-seven thousand twenty-nine dollars and seven cents (\$487,029.07). The parties understand that the total actual cost of the work may differ from the estimated cost above. OG&E will notify the City in a timely manner and document the total actual cost for the relocation of the OG&E distribution facilities within the area of conflict after the work has been completed.
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 above.

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 two counterparts, one for OG&E and one for the City, 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.

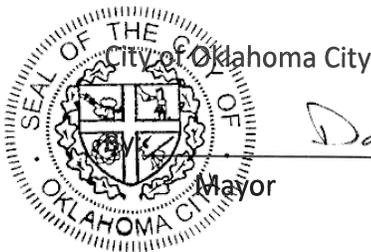
Reviewed for Form and Legality

Tarisha Mann

Assistant Municipal Counselor

ATTEST  
(SEAL)

Amy K Simpson  
City Clerk



David Holt

Mayor

Oklahoma Gas and Electric Company

By: Christopher B. Lelak

Christopher B. Lelak  
Director, Capital Projects

*CL*

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument was acknowledged before me on the 18<sup>th</sup> day of June, 2024 by Christopher B. Lelak, Director, Capital Projects, for Oklahoma Gas and Electric Company, an Oklahoma Corporation, on behalf of the corporation.

My Commission Expires:

# 20014875

Mary A. Bublis  
Notary Public

(SEAL)



12-9-24