

UTILITY RELOCATION REIMBURSEMENT AGREEMENT

This Utility Relocation Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi, Texas ("City") and AEP Texas, Inc., a Delaware corporation (the "Utility").

WHEREAS, voters approved the Rodd Field Road, from Yorktown Boulevard to Adler, improvement project (Project) in Bond 2020, Proposition A;

WHEREAS, the Utility, at the City's request, has agreed to perform certain facility modification/relocation work ("Work");

WHEREAS, Utility is the owner of certain facilities located within the proposed right of way for the Project;

WHEREAS, Utility has submitted a sworn affidavit and supporting documentation attached as **Exhibit A** that shows Utility has a property interest prior in time to the City's that requires the City to compensate Utility for reasonable relocation expenses; and

WHEREAS, Utility has completed the design of the Work. The plans, specifications and detailed construction estimate is attached as **Exhibit B**; and

WHEREAS, this Agreement sets forth the terms and conditions by which Utility will be reimbursed for qualifying relocation costs.

NOW, THEREFORE, the City and Utility agree as follows:

1. Utility agrees to promptly commence the Work upon approval and execution of this Agreement.
2. The estimate for the Work to be performed as shown in Exhibit B is **\$396,717.00** ("Estimate") which City acknowledges is reasonable. City agrees to compensate Utility for 100% of the actual final costs that Utility incurs in its performance of the Work determined in accordance with Utility's standard accounting practices. Such actual final costs may be more or less than the Estimate. Exhibit B is only an estimate of the scope of the Work and the costs of performing the Work. City understands and agrees that the actual scope and cost of performing the Work may deviate from that shown in Exhibit B.
3. Upon completion of the Work, Utility shall submit an invoice to the City that reflects the final actual costs that Utility has incurred in performing the Work. Utility will provide the City, upon request, with receipts and records reasonably required to verify Utility's determination of the final actual costs incurred in performing the Work.

4. City shall pay Utility within 30 days of receipt of such invoice, and support documentation if requested.

5. General Terms and Conditions:

A. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

B. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by email. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Corpus Christi
Attn: Jeff H. Edmonds, P.E.
Director of Engineering Services
1201 Leopard Street, 3rd Floor
Corpus Christi TX 78401
Email:

With Copy to: City of Corpus Christi
Attn: City Attorney
1201 Leopard Street, 5th Floor
Corpus Christi TX 78401
Email:

Utility: AEP Texas, Inc.
Attn: Nick Curiel
AEP Transmission Right of Way Supervisor
AEP Texas
539 Carancahua Street
Corpus Christi, Texas 78401
Email: ncuriel@aep.com

The Parties may change their respective addresses to any other address within the United States of America by giving at least 5 days’ written notice to the

other party. The Utility may, by giving at least 5 days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

- C. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the Parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- D. Applicable Law and Venue. The laws of the State of Texas govern the interpretation, performance, enforcement and validity of this Agreement. Venue will be in a court of appropriate jurisdiction in Nueces County, Texas.
- E. Exhibits, Headings. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections.
- F. Authority for Execution. The City certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The Utility hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the certificate of formation and organizational documents.
- G. Relationship of Parties. In performing this Agreement, both the City and Utility will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- H. Survival of Terms. All representations, warranties, covenants and agreements of the Parties, as well as any rights and benefits of the Parties pertaining to the transaction contemplated hereby, will survive the original execution date of this agreement.
- I. Disclosure of Interests. The Utility further agrees to complete and file all statements and disclosures necessary for Utility to comply with the provisions of City Ordinance No. 17112 (codified as Section 2-349 of the City Code) as part of this Agreement.



Exhibit A

AFFIDAVIT
(for Utility Owner)

Project No. 21064 Rodd Field Road (Bond 2020)

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Nick Curiel, Transmission Right of Way Supervisor for AEP TEXAS INC. ("AEP Texas") who after being by me duly sworn upon his oath deposes and says as follows:

"I, Nick Curiel, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. The property at issue is a portion of Lots 1 and 16 in Section 24 of the Flour Bluff and Encinal Farm and Garden Tracts, and a portion of Lots 17 and 32 in Section 25 of the Flour Bluff and Encinal Farm and Garden Tracts, Corpus Christi, Nueces County Texas. The property is located at the intersection of Rodd Field Road and Saratoga Blvd. in Corpus Christi, Texas;
2. I am the Transmission Right of Way Supervisor for AEP Texas, and in that capacity, I am responsible for transmission rights of way in the AEP Texas service area, including specifically transmission rights of way in the Corpus Christi area. I am familiar with the AEP Texas 138 kV transmission line installed on the above-referenced property, including the transmission facilities installed at the intersection of Rodd Field Road and Saratoga Blvd, in Corpus Christi, Texas. I have recently personally inspected these transmission facilities, and can attest to their current condition and state of operation;
3. AEP Texas originally installed, and currently owns, maintains and operates, the above-referenced 138 kV transmission line facilities pursuant to a transmission Right of Way and Easement from Ray E. Peterson and wife, Christiana Peterson, dated February 25, 1974, and recorded in Volume 1495, Page 758 of the Deed Records of Nueces County, Texas;
4. AEP Texas has continuously maintained and operated its 138 kV transmission line facilities at their current location along Saratoga Blvd., including facilities at the intersection of Rodd Field Road and Saratoga Blvd. pursuant to the terms of the above-referenced easement;
5. AEP Texas' 138 kV transmission line facilities along Saratoga Blvd., including facilities at the intersection of Rodd Field Road and Saratoga Blvd., are currently energized and operating as an integral part of AEP Texas' transmission grid;
6. AEP Texas has continuously maintained and operated its 138 kV transmission line facilities at their current location along Saratoga Blvd., including facilities at the intersection of Rodd Field Road and Saratoga Blvd., since their original construction in 1974 pursuant to the terms of the above-referenced easement.

Further affiant sayeth not."

Nick Curiel,
Transmission Right of Way Supervisor
AEP Texas Inc.

Corporate Acknowledgment

State of Texas
County of Nueces

This instrument was acknowledged before me on _____, 2024 by Nick Curiel, Transmission Right of Way Supervisor for AEP Texas Inc., a Delaware corporation, on behalf of said corporation.

Notary Public's Signature

MP1962177 - Barney Davis-Airline Reloc			Detailed Schedule By BPID			2024						
Project ID	Activity ID	Activity Name	Remaining Duration	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul
MP1962177 - Barney Davis-Airline Reloc			138.0d	01-Mar-23 A	17-Jul-24							
Project Administration			138.0d	01-Mar-23 A	17-Jul-24							
Key Milestones			86.0d	01-Mar-23 A	17-Jul-24							
MP1962177	G12	Gate 1 (Budgeted)	0.0d	01-Mar-23 A	07-Mar-23 A							
MP1962177	SOE	Gate 3 -Start of Engineering	0.0d	01-Nov-23 A								
MP1962177	SOC	Gate 4 -Start of Construction	0.0d	15-Mar-24				◆ Gate 4 -Start of Construction				
MP1962177	G5	Gate 5 (In Service)	0.0d		28-Mar-24				◆ Gate 5 (In Service)			
MP1962177	G6	Gate 6 (Project Closeout)	0.0d		24-Jun-24						◆ Gate 6 (Project Closeout)	
MP1962177	G2	MSFA (Project Final Funding Approved)	0.0d		17-Jul-24							◆ MSFA (P
Baseline Creation			138.0d	01-Nov-23 A	17-Jul-24							
Scope Development			0.0d	01-Mar-23 A	08-Nov-23 A							
Detail Design			42.0d	09-Aug-23 A	29-Feb-24							
Line Engineering			42.0d	09-Aug-23 A	29-Feb-24							
MP1962177	LN-TLE-302	Preliminary Design - Engineer Support during Route Selection	0.0d	30-Oct-23 A	30-Oct-23 A							
MP1962177	LN-TLE-305	Final Design (PLS CAD Model) for T-Line Package	0.0d	01-Nov-23 A	14-Nov-23 A							
MP1962177	LN-TLE-303	Conduct Soil Borings for T-Line Package	0.0d	01-Nov-23 A	14-Nov-23 A							
MP1962177	LN-TLE-306	Prepare Steel Structure Package for T-Line	22.0d	14-Nov-23 A	01-Feb-24							
MP1962177	LN-TLE-307	Review Steel Structure Package for T-Line	5.0d	02-Feb-24	08-Feb-24							
MP1962177	LN-TLE-318	Prepare Final Design Package (Comments Incorporated)	5.0d	16-Feb-24	22-Feb-24							
MP1962177	LN-TLE-317	Submit T-Line IFC Package (DS Track Date) / Attestation Package	0.0d		29-Feb-24				◆ Submit T-Line IFC Package (DS Track Date) / Attestation Package			
Surveys			0.0d	09-Aug-23 A	07-Nov-23 A							
Procurement			52.0d	08-Jan-24 A	14-Mar-24							
Materials			47.0d	08-Jan-24 A	07-Mar-24							
Line			47.0d	08-Jan-24 A	07-Mar-24							
MP1962177	LN-MEL-006	Tumbuckle	47.0d	08-Jan-24 A	07-Mar-24							
Contracts			10.0d	01-Mar-24	14-Mar-24							
MP1962177	PROJ-BID-510	Bid & Award Contractor	10.0d	01-Mar-24	14-Mar-24							
Construction			20.0d	29-Feb-24	28-Mar-24							
Line Work			20.0d	29-Feb-24	28-Mar-24							
MP1962177	LN-CON-0200	Line Survey 123 Attestation Completed by TCR	0.0d		29-Feb-24				◆ Line Survey 123 Attestation Completed by TCR			
MP1962177	LN-CON-0000	Line Construction	10.0d	15-Mar-24	28-Mar-24							
Outages			10.0d	15-Mar-24	28-Mar-24							
MP1962177	LN-OUT-0100	Outage Placeholder (REQ #)	10.0d	15-Mar-24	28-Mar-24							

Remaining Level of Effort
 Actual Work
 Critical Remaining Work
 Actual Level of Effort
 Remaining Work
 ◆ Milestone



IR ROUTING REPORT INSTALLATION

Phase (Detail) / Class 4

BPID: A22096001 MPID: MP1962177 CI: TA2209601 CPP: TA2022096 Super Project: TA2022096
 Estimate Title: 138_A22096001_BarneyDavis-Airline_Construction/Installation_Option B _D.0_CL4
 Operating Company: AEPTC Transmission
 Station Name:

COST CATEGORIES

ESTIMATED COSTS / \$

Direct Internal Labor (Engineering & Field Support)	\$34,721
<i>* Includes Non-Productive, Escalation & Economies of Scale</i>	
Direct Outside Services (Engineering / Construction Labor)	\$206,121
<i>* Includes Escalation & Economies of Scale</i>	
Direct Material	\$9,292
<i>* Includes Sales Tax, Stores Loading, Escalation & Economies of Scale</i>	
Fleet (Transportation Loading)	\$13,469
Contingency	\$33,188
<i>* Includes General Contingencies and Risk-Based Contingencies</i>	
Total Direct Capital	\$296,791
Fringe	\$11,458
Capital Overheads (Standard)	\$66,012
<i>* Includes Construction Overheads, Incentives, Shared Services and General & Administrative (if applicable based on estimate type & resources)</i>	
AFUDC Debt (Standard)	\$22,456
AFUDC Equity (Standard)	\$0
Total Indirect Capital	\$99,926
TOTAL LOADED COST	\$396,717

Notes

- Within IR Routing, user shall override (Standard) items as indicated above

Direct Outside Services Breakdown

External Engineering	\$118,496
Construction Labor	\$87,625

Direct Internal Labor Breakdown

Engineering & Design	\$34,721
Field Support	\$0

Contingency Breakdown

General Contingencies	\$33,188
Risk-Based Contingencies	\$0

Estimate Creation Date: 02/13/2024

Estimator: Brandon Kelley

Estimate Modified Date: 02/13/2024

Estimate ID: 1015617