

July 15, 2014

## RELOCATION AGREEMENT

THIS RELOCATION AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by and between AEP TEXAS CENTRAL COMPANY, a Texas corporation, P.O. Box 2121, Corpus Christi, Nueces County, Texas 78403 ("AEPTCC"), and the City of Corpus Christi, an incorporated municipality, 1201 Leopard Street, Corpus Christi, TX 78469 ("City"). AEPTCC and City may be referred to herein individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, AEPTCC owns transmission easements and rights of way for a 138 KV electric transmission line, known as the Lon Hill to Medio Creek 138 KV Line ("AEPTCC Line"), that traverse property owned by City, situated at the O.N. Steven's Water Treatment Plant (WTP) in the State of Texas, County of Nueces; and,

WHEREAS, City wishes to expand and upgrade its WTP but requires a relocation of the AEPTCC line to do so, City has requested that AEPTCC relocate the AEPTCC Line from its present location to a new location on the same property owned by City; and,

WHEREAS, AEPTCC has agreed to the relocation and removal of the existing transmission lines at City's expense, subject to the terms and conditions hereinafter set forth.

### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. City shall pay the actual cost of the relocation and line removal referenced above, including but not limited to, all costs, overhead, and expenses reasonably incurred by AEPTCC in connection with the relocation and line removal and determined in accordance with AEPTCC's standard accounting practices. Upon completion of the relocation and line removal described herein, and after a determination of the final actual costs that AEPTCC has incurred is completed, the appropriate adjustments shall be made to true-up the payments made to AEPTCC with AEPTCC's actual costs incurred.
2. City shall make a prepayment to AEPTCC based on the preliminary estimated costs shown in the attached Exhibit A. City shall pay the prepayment within thirty (30) days of execution of this agreement by both parties. AEPTCC shall have no obligation to proceed with work applicable to the relocation and line removal until the prepayment is received. City may elect to cancel further work at any time and incur no additional expense other than for work already completed (including costs that AEPTCC has

committed to expend that AEPTCC actually incurs because such costs cannot be canceled, provided that AEPTCC provides the City with documentation showing that such costs cannot be canceled and federal tax gross up amounts) through the date of cancellation. In such event, the unused portion of the prepayment shall be refunded within sixty (60) days of the final determination of such actual costs, and thereafter AEPTCC shall have no further obligation under this Agreement.

3. Upon completion of the relocation and line removal, if the actual cost of the relocation and line removal is less than the estimated costs shown in Exhibit A and prepaid by the City, AEPTCC will refund the respective difference within sixty (60) days of the final determination of such actual cost. If the actual cost of the relocation and line removal is more than the estimated costs shown in Exhibit A and prepaid by the City, AEPTCC will invoice City for the additional amount owed to AEPTCC, and City shall pay such amount to AEPTCC within sixty (60) days of receipt of the invoice.
4. The proposed transmission line relocation is shown on the attached Exhibit B. City shall execute and deliver to AEPTCC new or amended easements and rights-of-way as reasonably will be required by AEPTCC for any new line or portion of line required to complete the relocation. AEPTCC shall have no obligation to authorize any construction work until City executes and delivers to AEPTCC such new or amended easements in a form reasonably satisfactory to AEPT, including exhibits showing a plat of the easement running over, across, and through the City property, prepared by an approved Registered Professional Land Surveyor (RPLS). AEPTCC will prepare the documents necessary to amend the easements.
5. AEPTCC will obtain any and all permits, approvals, clearances or applications involving the relocation and removal deemed necessary by any agencies or governmental bodies, including all permits and approvals required by the Public Utility Commission of Texas (PUCT) and the Energy Reliability Council of Texas (ERCOT) for clearance to interrupt service on the affected transmission lines. City shall provide all reasonable assistance requested by AEPTCC to secure such permits, approvals, clearances and applications. AEPTCC shall have no obligation to proceed with any work until all permits, approvals, clearances and applications are obtained, and if such permits, approvals, clearances and applications cannot reasonably be obtained, or are subsequently withdrawn, then AEPTCC shall be under no obligation to perform the relocation or line removal, and this Agreement shall be null and void.
6. In the event that AEPTCC cannot relocate any portion of the Lon Hill to Medio Creek 138 KV Line ("AEPTCC line") within the WTP property boundaries and is required to locate the lines, poles, or equipment outside the WTP property boundaries City agrees to reimburse AEPTCC for any future expenditures required by AEPTCC to relocate any such lines, poles, or equipment only if it is to support the relocation of the Lon Hill to Medio Creek 138 KV Line ("AEPTCC line").
7. **AEPTCC MAKES NO WARRANTIES WITH RESPECT TO THE WORK AND AEPTCC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE WORK, INCLUDING WITHOUT**

**LIMITATION THE MERCHANTABILITY OR FITNESS OF THE WORK FOR ANY PARTICULAR PURPOSE.**

8. **TO THE EXTENT PERMITTED BY LAW, THE CITY SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND AEPTCC, AND ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OFFICERS AND ASSIGNS FROM ANY AND ALL LIABILITIES, COSTS AND CLAIMS ASSOCIATED WITH AND ARISING OUT OF OR INCIDENTAL TO THE NEGLIGENT ACTIONS OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES RELATED TO THE WORK, INCLUDING REASONABLE ATTORNEYS FEES AND ALL OTHER COSTS OF LITIGATION.**
9. **AEPTCC SHALL INDEMNIFY, HOLD HARLMESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL LIABILITIES, COSTS AND CLAIMS ASSOCIATED WITH AND ARISING OUT OF OR INCIDENTAL TO THE NEGLIGENT ACTIONS AND OMISSIONS OF AEPTCC, ITS OFFICERS, AGENTS EMPLOYEES OR REPRESENTATIVES RELATED TO THE WORK, INCLUDING REASONABLE ATTORNEY FEES AND ALL OTHER COSTS OF LITIGATION.**
10. **THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF PRODUCTION CAPACITY RESULTING FROM THE PERFORMANCE OR FAILURE TO PERFORM THE WORK OR FROM ANY OTHER BREACH OF THIS RELOCATION AGREEMENT.**
11. This Agreement shall be interpreted in accordance with the laws of the State of Texas, without recourse to its conflict of law provisions.
12. The Parties will comply with all applicable laws, regulations, and codes governing the work associated with the relocation and line removal.
13. This Agreement is the sole and only agreement of the Parties relating to the subject matter hereof and supersedes any prior understandings or written or oral agreements with respect to the subject matter hereof.
14. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the Effective Date, and duly executed by the Parties hereto.
15. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[The Remainder of this Page Intentionally Left Blank. Signatures Pages follow.]

City of Corpus Christi

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ of City of Corpus Christi., on behalf of the incorporated municipality.

WITNESS my hand and Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public

RECOMMENDED

\_\_\_\_\_  
Operating Department                          Date

APPROVED

\_\_\_\_\_  
Office of Management & Budget                  Date

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Assistant City Attorney                          Date  
for City Attorney

ATTEST

\_\_\_\_\_  
Rebecca Huerta, City Secretary                  Date

Project No: <u>E10187</u>
Fund Source No: <u>550910-4093-00000-E10187</u>
Fune Name: <u>Water 2013 CIP</u>
Encumbrance No: _____

AEP TEXAS CENTRAL COMPANY

By: Thomas Schaffer  
Thomas Schaffer  
Manager, Transmission Right of Way  
American Electric Power Service Corporation,  
Authorized Signer

STATE OF OHIO           §  
                                  §  
COUNTY OF FRANKLIN   §

The foregoing instrument was acknowledged before me on this 23<sup>rd</sup> day of July, 2014, by Thomas Schaffer, Manager of Transmission Right of Way for American Electric Power Service Corporation, as Authorized Signer for AEP Texas Central Company, a Texas corporation, on behalf of the corporation.

WITNESS my hand and Notarial Seal the day and year first above written.

Victoria L Dunfee  
Notary Public

EXHIBIT A to City/AEPTCC Relocation Agreement

Scope and Cost Estimate for Relocation Work

**1. Scope of Relocation Work**

- **Transmission Line Relocation.**
- **Transmission Line Removal (including all poles and their parts up to 8 feet below grade as well as site clearance after construction completion; if the City needs AEP to remove more pole parts deeper than 8 feet below grade, the City will request an amended contract from AEPTCC).**

**2. Cost Estimate for Relocation Work**

**\$3,042,500.00**

**EXHIBIT B to City/AEP Texas Relocation Agreement**

The proposed transmission line relocation path at ONSWTP







SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

# CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: AEP Texas Central Company

P. O. BOX: 2121

STREET ADDRESS: \_\_\_\_\_ CITY: Corpus Christi ZIP: 78403

FIRM IS: 1. Corporation  2. Partnership  3. Sole Owner   
4. Association  5. Other

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name: NA Job Title and City Department (if known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name: NA Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name: NA Board, Commission or Committee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name: NA Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary.  
[Ethics Ordinance Section 2-349 (d)]

### CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Ken Griffin Title: Manager External Affairs  
(Type or Print)

Signature of Certifying Person:  Date: 7/25/14

### DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.