

**AGREEMENT
GAS FACILITIES RELOCATION
WASHINGTON STREET, GARNETT TO OLIVE IMPROVEMENTS
CITY OF BROKEN ARROW PROJECT NUMBER ST1616
TULSA COUNTY**

Oklahoma Natural Gas Company, a Division of ONE Gas, Inc., hereinafter called "Company," owns various medium-pressure natural gas pipelines within the construction limits of the referenced project in the City of Broken Arrow, Tulsa County, Oklahoma, which Company utilizes in the discharge of its duties as a public service corporation.

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on March 23, 2018. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the seven plan sheets and the three-page cost estimate, all dated July 18, 2018, of which four copies each are attached. Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be \$682,207.00 all of which is to be reimbursed to Company by City.

City by accepting the proposal agrees that City shall reimburse Company for its share of the total actual relocation costs, said costs being arrived at in the same manner as used in Company's estimated cost of the project attached hereto.

Such relocation costs will be based upon, but not necessarily limited to, material suppliers', work contractors', and equipment-rental invoices; and at then-current rates and prices, company's transfer and stores expense charges for warehoused materials; payroll time sheets; indirect labor charges; auto, truck, and equipment use records; expense statements; and standard allocated overhead charges. Company's award of and payment for contracted work will be based upon competitive bids or continuing contract, whichever appears to the Company will be most practical and economical.

It is further understood, and City by accepting this proposal agrees, that City will reimburse the Company in accordance with this agreement within thirty (30) days after the said relocation work has been completed and Company's statement for City's costs thereof has been submitted. Company agrees that in the event Company should determine prior to commencement of construction that the revised estimated amount of the reimbursement by the City may exceed the estimated cost as stated herein, Company shall notify the City of such determination in writing. City shall have the right to terminate this agreement within ten (10) days of receipt of such said written notice. If City elects to so terminate, City shall pay Company the City's share of any engineering cost incurred to date of termination. If the City does not terminate the agreement within the ten (10) days, it shall remain in full force and effect.

The Company by agreeing to or by abandoning, relocating, or modifying any of its facilities pursuant to this agreement shall not thereby be deemed to have abandoned, modified, released, or otherwise destroyed any of its rights existing at the time of the execution of this agreement under valid and subsisting private right-of-way easements granted to, obtained by or through condemnation, or otherwise vested in the Company unless the Company shall have released same by written instrument.

Further, should the Company in the course of relocating the above-described facilities relocate any of such facilities presently located on private right-of-way onto public right-of-way, the Company shall be deemed in respect to such

facilities to have retained sufficient easement and other rights such that if said facilities are encompassed within any future governmental project requiring relocation, adjustment, or abandonment of such facilities, that the Company shall be entitled to reimbursement for the cost of such relocation, adjustment, or abandonment from the governmental agency requiring the same; provided, however, this provision shall not be construed as requiring reimbursement by the City of Broken Arrow except when such relocation, adjustment, or abandonment is required for a project of the City of Broken Arrow.

Any changes made by the City in this proposal as submitted by the Company shall be subject to the written acceptance thereof by the Company before there is any binding contract between the parties.

City by accepting this proposal warrants that it now has or will have unencumbered funds available with which to pay the relocation costs to the extent herein above provided.

If this proposal is not accepted by the City within one (1) year from the date of this letter, this proposal shall automatically terminate and thereafter shall not be subject to acceptance by the City unless the proposal is reinstated by Company.

Company respectfully requests that the City of Broken Arrow agree to the terms of this proposal by signing in the space provided below and returning one executed copy to us.

SMB 8-3-18

ATTEST:

Brian K Shore
Secretary - Brian Shore

**OKLAHOMA NATURAL GAS COMPANY,
A DIVISION OF ONE Gas, INC.**

By: *[Signature]*
Vice President of Operations - Jim Jarrett

Date: 8/21/18



APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of _____, 2018.

ATTEST:

City Clerk - ~~Deputy~~

**CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION**

Mayor

APPROVED as to form and legality

[Signature]
~~City Attorney~~ *Acting Deputy City Attorney*

OKLAHOMA NATURAL GAS COMPANY
 ESTIMATED GAS FACILITIES RELOCATION COST
 WASHINGTON ST, GARNETT RD. TO OLIVE AVE.
 CITY OF BROKEN ARROW PROJECT NO. ST1616

Sht. 1 of 3

From Attached Detailed Cost Estimates

COST SUMMARY

<u>Estimated Cost to Replace with Like Kind & Size</u>			<u>Estimated Cost of Actual Replacement</u>	
<u>Sheet 2 ONG Share</u>	<u>Sheet 2 CITY Share</u>	<u>Sheet 2 Total Cost</u>	<u>Total Cost</u>	<u>Betterment Cost</u>
\$68,813 9.16%	\$682,207 90.84%	\$751,020	Sheet 3 \$755,015	\$3,995
Total Estimated ONG Cost =			ONG SHARE +	BETTERMENT =
			\$68,813	\$3,995
Total Estimated COBA Cost =			COBA SHARE =	
			<u>\$682,207</u>	
			Total Estimated Cost of Actual Replacement =	
			\$755,015	

Composite percentage for project

ONG SHARE	=	<u>72,808</u> 755,015	=	9.64%
COBA SHARE	=	<u>\$682,207</u> \$755,015	=	90.36%

Eastern Region Engineering (Steve Bolin)

Prepared By:
 Utility Design Services Inc. (Shelby Baughn)

7/18/2018

OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST
WASHINGTON ST, GARNETT RD. TO OLIVE AVE.
CITY OF BROKEN ARROW PROJECT NO. ST1616

Sheet 3 of 3

Actual Replacement

MATERIAL COST:

	QTY	UNIT COST	AMOUNT
6.625" PIPE-ST, 0.280 WT, X52, ERW, FBE 14-16 ARO 20, DRL, API 5L, 18.99 LBS PER FT, BEV	280 ft.	19.02	\$5,326
6" PIPE, MDPE, IPS, DR 11.5, 500 FT COIL, 0.576 IN WALL, UNI OR BIMODAL, 76 PSIG, NO REGRIND	1,880 ft.	4.77	\$8,968
6" PIPE, MDPE, IPS, DR 11.5, 40 FT STICKS, 0.576 IN WALL, UNI OR BIMODAL, NO REGRIND	80 ft.	4.74	\$380
4" PIPE, MDPE, IPS, DR 11.5, 600 FT COIL, 0.395 IN WALL, UNI OR BIMODAL, NO REGRIND	2,000 ft.	2.20	\$4,400
4" PIPE, MDPE, IPS, DR 11.5, 40 FT STICKS, 0.395 IN WALL, UNI OR BIMODAL, NO REGRIND	40 ft.	2.16	\$87
2" PIPE, MDPE, IPS, DR 11, 20 FT STICKS, 0.216 IN WALL, UNIMODAL, NO REGRIND ALLOWE	240 ea.	0.68	\$164
6" TEE, 3 WAY, STEEL, WE, TYPE IIA, SCFD, FLANGED	3 ea.	960.26	\$2,881
2" FITTING, STOPPLE, STEEL, WE, SHORTSTOPP, 285 PSIG, ASTM A106, COMPLETION PLU	3 ea.	51.89	\$156
6" TEE, STEEL, WE, 0.280 IN WT, GR B, SEAMLESS	2 ea.	87.20	\$175
4" TEE, IPS, MDPE, BUTT FUSION, DR11, DIMENSIONS 3.0X6.75X13.50 IN, 100 PSIG, ASTM D	3 ea.	8.50	\$26
6" FITTING, TRANSITION, 6 IN X 6 IN IPS, ST X PE, WE X FUS, 0.578 IN WT, DR 11.5, MD, 125	3 ea.	124.75	\$375
6" ELBOW, STEEL, WE, 90 DEG LR, STD WT, GRADE B, SMLS, ASTM A234 WPB	4 ea.	52.05	\$209
6" ELBOW, STEEL, WE, 45 DEG LR, STD, GR B, SEAMLESS	2 ea.	42.24	\$85
6" ELBOW, IPS, MDPE, BUTT, 90 DEG, DR 11, 80 PSIG, ASTM D2513	4 ea.	20.03	\$81
6" ELBOW, IPS, MDPE, BUTT, 45 DEG, DR 11, 80 PSIG, ASTM D2513	4 ea.	18.60	\$75
4" ELBOW, IPS, MDPE, BUTT FUSION, 90 DEG, DR11, 100 PSIG, ASTM D2513	10 ea.	7.40	\$74
2" ELBOW, MDPE, BUTT FUSION, 90 DEG, 100 PSIG, ASTM D2513	4 ea.	2.35	\$10
6" CAP, STEEL, WE, STD WT, SMLS, A234 WPB	6 ea.	24.10	\$145
4" CAP, IPS, PE, BUTT, MD, 100 PSIG, ASTM D2513	3 ea.	4.30	\$13
2" CAP, IPS, MDPE, BUTT FUSION, 100 PSIG, ASTM D2513	2 ea.	2.00	\$4
6" X 4" REDUCER, IPS, PE, BUTT, DR 11, MD, 80 PSIG, ASTM D2513	3 ea.	16.40	\$60
4" X 2" REDUCER, IPS, MDPE, BUTT FUSION, DR11, 100 PSIG, ASTM D2513	2 ea.	4.95	\$10
17LB ANODE, D3, CAST, MAGNESIUM, HIGH POT, PACKED W 10 FT, .05 LEAD	3 ea.	49.07	\$148
5LB ANODE, CAST, H1 MAGNESIUM ALLOY, PACKED W 10 FT, 0.05 CU LEAD	5 ea.	18.17	\$91
4" MARKER BALL, PASSIVE TUNED, SELF LEVELING, ANTENNA MOLDED IN PLASTIC DISK,	4 ea.	8.30	\$34
2.50" X 18" TEST STATION, LID, CAST IRON, 2 TERMINALS	2 ea.	13.48	\$27
4" X9' COATING WRAP, ROLL, MICROCRYS WAX, ABOVE AND BELOW GROUND, BROWN,TF	15 ea.	11.77	\$177
PRIMER, TEMCOAT 3000, MICROCRYS WAX, ABOVE AND BELOW GROUND, BROWN,TRENT	2 ea.	33.71	\$68
10 GA. WIRE, SOLID, THWN, COPPER, YELLOW, 30 MILL, 1000 FT, HIGH, TRACER, BURIED C	4,280 ft.	0.16	\$685
0.75" PIPE, MDPE, IPS, DR 11, 500 FT COIL, 0.095" WALL, UNIMODAL, 80 PSIG, NO REGRIND	40 ft.	0.19	\$8
2" X 0.75" TEE, IPS, TAP, PE, ELECTRO FUSION, MD, 0.80 IN CUTTER, 100 PSIG, ASTM D2513	2 ea.	14.80	\$30
2 IN,STEEL, Cap, WE,STD WT,SMLS,A234 WPB	2 ea.	9.25	\$20
0.75" ELBOW, IPS, MDPE, BUTT FUSION, 90 DEG, DR 11, 80 PSIG, ASTM D2513 (FOR BYPASS)	2 ea.	2.12	\$5
0.75" CAP, IPS, MDPE, BUTT FUSION, DR11, 100 PSIG, ASTM D2513 (FOR BYPASS)	2 ea.	1.50	\$3
Total Estimated Main Material Cost			\$24,990

SERVICE MATERIAL COST:

	QTY	UNIT COST	AMOUNT
.75" PIPE-MDPE IPS, .095" WALL, DR 11, COIL-500', ASTM D2513, YELLOW	503 ft.	0.19	\$96
.75" CAP-BUTT FUSION, MD PE 2406	10 ea.	1.50	\$15
4" X .75" TEE-TAPPING, BUTT-FUSION MDPE	5 ea.	22.79	\$114
TEE, 0.75" IPS X 0.75"IPS, ST X PE, TRANS, STD	1 ea.	34.98	\$35
.75" VALVE, EXCESS FLOW, MDPE IPS, SERIES 700, DR 11	10 ea.	5.94	\$60
1" X .75" RISER SERVICE, ST TO PE, DR 11, MDPE, ANODELESS	10 ea.	32.55	\$326
4 IN X 1.25 IN IPS,TAPPING TEE,MDPE,BUTT FUSION	1 ea.	8.15	\$9
1 IN X 1.25 IN, tee ST X PE, TRANS, STD	1 ea.	21.02	\$22
6 IN X 0.75 IN IPS,TAPPING,MDPE,BUTT FUSION,DR 1	4 ea.	6.75	\$27
PIPE,MDPE,1.25 IN IPS,DR 10,500 FT COIL,0.188 IN WALL,	260 ft.	0.47	\$123
.125 IN X 1.25 PE,ST X PE,THRD X FUS,0.090 RISER SERVICE	2 ea.	26.34	\$53
CAP, 1.25 IN IPS, MDPE, BUTT FUSION, DR 10, 88 PSIG, ASTM D2513	2 ea.	1.40	\$3
VALVE,EXCESS FLOW,1.25 IN IPS,MDPE,FUS,DR 11	2 ea.	12.20	\$25
1" METER SET, STEEL, DOM W/ 1" SRV REG 185000010	12 ea.	63.99	\$768
#10 AWG WIRE-TRACER, FOR BORING, SOLID COPPER, PER ASTM B-1, 1000' COIL	762 ft.	0.16	\$122
Total Estimated Service Material Cost			\$1,798

TOTAL ESTIMATED MATERIAL COST

\$26,788

INSTALLATION COST:

	AMOUNT
Stores Expense	\$5,961
Contract Construction Labor	\$376,876
Contract Drafting Services	\$10,327
Company Labor	\$6,111
Indirect Labor, Payroll, Insurance, and Taxes	\$3,371
Right of Way Cost	\$0
Restoration-Damages	\$21,120
TOTAL	\$450,354

Contingencies

\$125,530

Administrative and General Expense

\$179,131

TOTAL ESTIMATED RELOCATION COST

\$755,015

Eastern Region Engineering (Steve Bolin)

Prepared By

Utility Design Services Inc. (Shelby Baughn)

7/18/2018

OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST
WASHINGTON ST, GARNETT RD. TO OLIVE AVE.
CITY OF BROKEN ARROW PROJECT NO. ST1616

Sheet 2 of 3

Replacement w/ Like Kind and Size (for Comparison only)

MATERIAL COST:	QTY	UNIT COST	AMOUNT
6.625" PIPE-ST, .280 WT, X-52, ERW, FBE 14-16 ARO 20, DRL API-5L, 18.99 LBS PER FT, BEV	1,520 ft.	14.21	\$21,600
4" PIPE-PE 2406/PE2708, .395 WALL, SDR 11.5, 40' LENGTHS, LB/FT 2.17, ASTM D2513	240 ft.	2.16	\$519
2.375" PIPE-ST, .154 WT, X-52, ERW, FBE 14-16, API-5L, 3.66 LBS PER FT BEV	2,560 ft.	4.07	\$10,420
2" PIPE-PE2406/PE2708, .216 WALL, SDR 11, 20' LENGTHS, LB/FT .63, ASTM 2513	240 ft.	0.68	\$164
1 1/4" PIPE-PE2406/PE2708, .166 WALL, SDR 10, COIL-500' LB/FT .33, ASTM D2513	40 ft.	0.48	\$20
6" TEE-WD, STOP, 3-WAY SCFD, WD, FLANGED	3 ea.	980.27	\$2,881
4"x4" SADDLE-BUTT FUSION, MD PE 2406, LESS SLEEVE	4 ea.	15.54	\$63
2" FITTING-STOP, LINE WELD 60LV WP	3 ea.	51.90	\$156
2"x1 1/4" TEE-TAPPING, SOCKET FUSION, MD PE 2406, .80" CUTTER, 12" SLEEVE	2 ea.	6.12	\$13
2" COUPLING-ELECTRO FUSION, MD PE 2406	2 ea.	4.62	\$10
6"x4" REDUCER-ST CONCENTRIC WELD STD GRADE B, SMLS	1 ea.	40.04	\$41
4"x2" REDUCER-ST CONCENTRIC WELD STD	2 ea.	23.27	\$47
4" FITTING-TRANSITION, ST-PL, WELD COATED WITH TRACER MD PE 2406	3 ea.	32.25	\$97
2" FITTING-TRANSITION, ST-PL WELD COATED WITH TRACER, MD PE 2406	4 ea.	12.98	\$52
6" ELBOW-WELD, STD GRADE B SMLS, 90 DEG LR	8 ea.	52.05	\$417
6" ELBOW-WELD 45 DEG LR STD GRADE B, SMLS	2 ea.	42.24	\$85
4" ELBOW-BUTT FUSION, 90 DEG, MD PE 2406	6 ea.	7.40	\$45
2" ELBOW-WELD 90 DEG LR STD GRADE B, SMLS	7 ea.	9.66	\$68
2" ELBOW, MDPE, BUTT FUSION, 90 DEG, 100 PSIG, ASTM D2513	4 ea.	2.35	\$10
1 1/4" ELBOW-BUTT FUSION, 90 DEG MD PE 2406	2 ea.	2.65	\$6
6" CAP-STEEL-WELD STD	6 ea.	24.10	\$145
4" CAP-BUTT FUSION, MD PE 2406	7 ea.	4.30	\$31
2" CAP, IPS, MDPE, BUTT FUSION, 100 PSIG, ASTM D2513	2 ea.	2.00	\$4
1 1/4" CAP-SOCKET FUSION, MD PE 2406	2 ea.	1.40	\$3
6" TEE-WD, STEEL, STD, GRADE B, SMLS, .280	2 ea.	87.20	\$175
2" TEE-WELD, STEEL, STD, GRADE B, SMLS, .237"	4 ea.	23.29	\$94
17LB ANODE-CAST, MAGNESIUM, PACKAGED, 10FT LEAD, DIA. 3" HIGH POT	3 ea.	49.07	\$148
5LB ANODE-CAST, MAGNESIUM, PACKAGED, 10FT LEAD, H-1 ALLOY, .06 COPPER	6 ea.	18.18	\$110
4"x9" WRAP-PIPE, MICROCRYSTALLINE #2 WAX, BROWN	15 ea.	11.77	\$177
PRIMER-TEMCOAT 3000, GALLON	1 ea.	37.25	\$38
#10 WIRE-TRACER, FOR BORING, SOLID COPPER, #10 AWG PER ASTM B-1	525 ft.	0.13	\$69
MARKER BALL, 4 IN DIA, PASSIVE-TUNED, SELF LEVELING, ANTENNA MOLDED IN PLASTIC C	3 ea.	8.30	\$25
TEST STATION, 2.50INX 1.8IN, LID, CAST IRON, 2 TERMINALS	3 ea.	13.48	\$41
Total Estimated Main Material Cost			\$37,774

SERVICE MATERIAL COST:	QTY	UNIT COST	AMOUNT
.75" PIPE-MDPE IPS, .095" WALL, DR 11, COIL-500', ASTM D2513, YELLOW	726 ft.	0.19	\$138
.75" CAP-BUTT FUSION, MD PE 2406	12 ea.	1.50	\$18
2" X .75" TEE-TAPPING, BUTT-FUSION MDPE	12 ea.	5.44	\$66
TEE, 0.75" IPS X 0.75"IPS, ST X PE, TRANS, STD	12 ea.	34.98	\$420
.75" VALVE, EXCESS FLOW, MDPE IPS, SERIES 700, DR 11	12 ea.	5.94	\$72
1" X .75" RISER SERVICE, ST TO PE, DR 11, MDPE, ANODELESS	12 ea.	32.55	\$391
1" METER SET, STEEL, DOM W/ 1" SRV REG 185000010	12 ea.	63.99	\$768
#10 AWG WIRE-TRACER, FOR BORING, SOLID COPPER, PER ASTM B-1, 1000' COIL	726 ea.	0.16	\$117
Total Estimated Service Material Cost			\$1,990

TOTAL ESTIMATED MATERIAL COST **\$39,764**

INSTALLATION COST:	AMOUNT
Stores Expense	\$8,848
Contract Construction Labor	\$376,676
Contract Drafting Services	\$10,327
Company Labor	\$6,111
Indirect Labor, Payroll, Insurance, and Taxes	\$3,371
Right of Way Cost	\$0
Restoration-Damages	\$21,120
TOTAL	\$466,217

Contingencies	\$125,170
Administrative and General Expense	\$159,633

TOTAL ESTIMATED RELOCATION COST **\$751,020**

FINANCIAL RESPONSIBILITY

Total within Private Right of Way = 3,341 ft.

Total within Public Right of Way = 337 ft.

COBA Share 3,341 ft. within additional required R/W 90.84% = \$682,207
3,678 ft. within total required R/W

ONG Share 337 ft. within present public R/W 9.16% = \$68,813
3,678 ft. within total required R/W

Eastern Region Engineering (Steve Bolin)

Prepared By
Utility Design Services Inc. (Shelby Baughn)

7/18/2018