

**AGREEMENT
GAS FACILITIES RELOCATION
ALBANY STREET IMPROVEMENTS
CITY OF BROKEN ARROW PROJECT NUMBER ST1411
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 January 30, 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 two plan sheets and the one-page cost estimate, all dated June 7, 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 \$5,451.00 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
6-18-18

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: 8/6/18



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

Lesli Myers
Asst. City Attorney

**OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST
ALBANY ST. IMPROVEMENTS
CITY OF BROKEN ARROW PROJECT NO. 13BA61STSTR**

<u>MATERIAL COST:</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
4" CAP-BUTT FUSION MD PE 2406	2 ea.	4.30	\$9

Total Etimated Main Material Cost **\$9**

<u>SERVICE MATERIAL COST:</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
2" PIPE-MDPE IPS, .216" WALL, DR 11, COIL-500', ASTM D2513, YELLOW	118 ft.	0.61	\$72
.2" CAP-BUTT FUSION, MD PE 2406	2 ea.	1.21	\$3
#10 AWG WIRE-TRACER, FOR BORING, SOLID COPPER, PER ASTM B-1, 1000' COIL	118 ea.	0.16	\$19

Total Etimated Service Material Cost **\$94**

TOTAL ESTIMATED MATERIAL COST **\$103**

<u>INSTALLATION COST:</u>	<u>AMOUNT</u>
Stores Expense	\$23
Contract Construction Labor	\$5,898
Contract Drafting Services	\$2,500
Company Labor	\$345
Indirect Labor, Payroll, Insurance, and Taxes	\$191
Right of Way Cost	\$0
Restoration-Damages	\$1,650
TOTAL	\$10,710
Contingencies	\$3,040
Administrative and General Expense	\$3,667

TOTAL ESTIMATED RELOCATION COST **\$17,417**

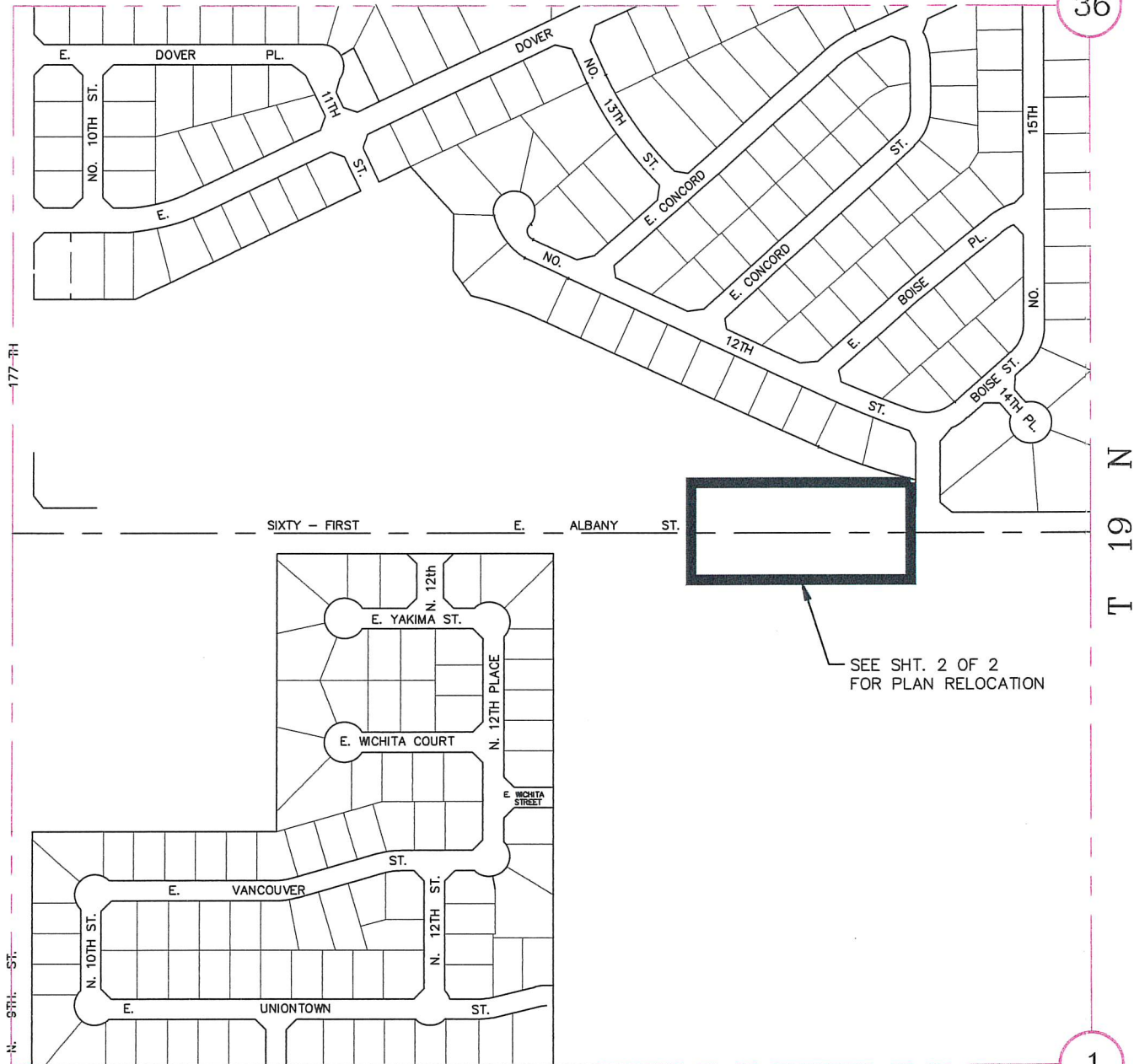
FINANCIAL RESPONSIBILITY

<u>City responsibility is percentage of job in current U/E which is 32.84%</u>	31.30%	\$5,451.55
<u>ONG responsibility is percentage of job not in current U/E or private R/W which is 67.16%</u>	68.70%	\$11,965.55
		<u>\$17,417.10</u>

Eastern Region Engineering (Johnny Bristol)

Prepared By
Utility Design Services Inc.

TULSA COUNTY
CITY OF BROKEN ARROW
R 14 E



36

1

BASE MATERIAL REQUIRED

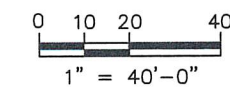
① 2 - 4" CAP-BUTTFUSION MD PE 2406

MATERIAL TO ABANDON OR REMOVE

①X 100' of 4" PLASTIC PIPE

METER SERVICES

COMMERCIAL
LONG SERVICE - 1



AREA LOCATION

UDS No. 2014-112

Prepared By: Utility Design Services Inc.

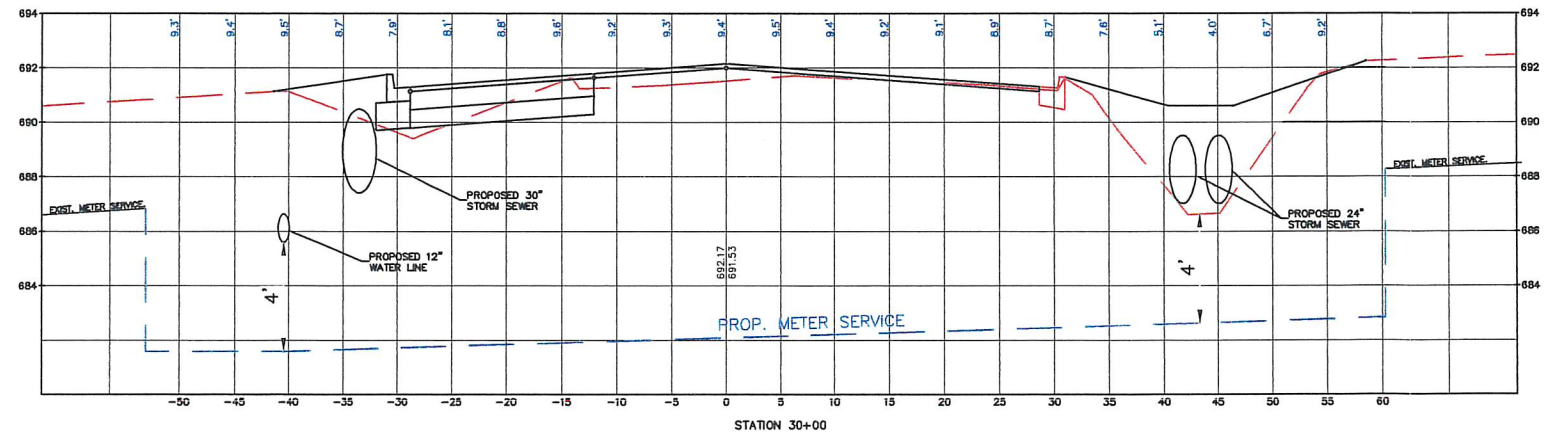
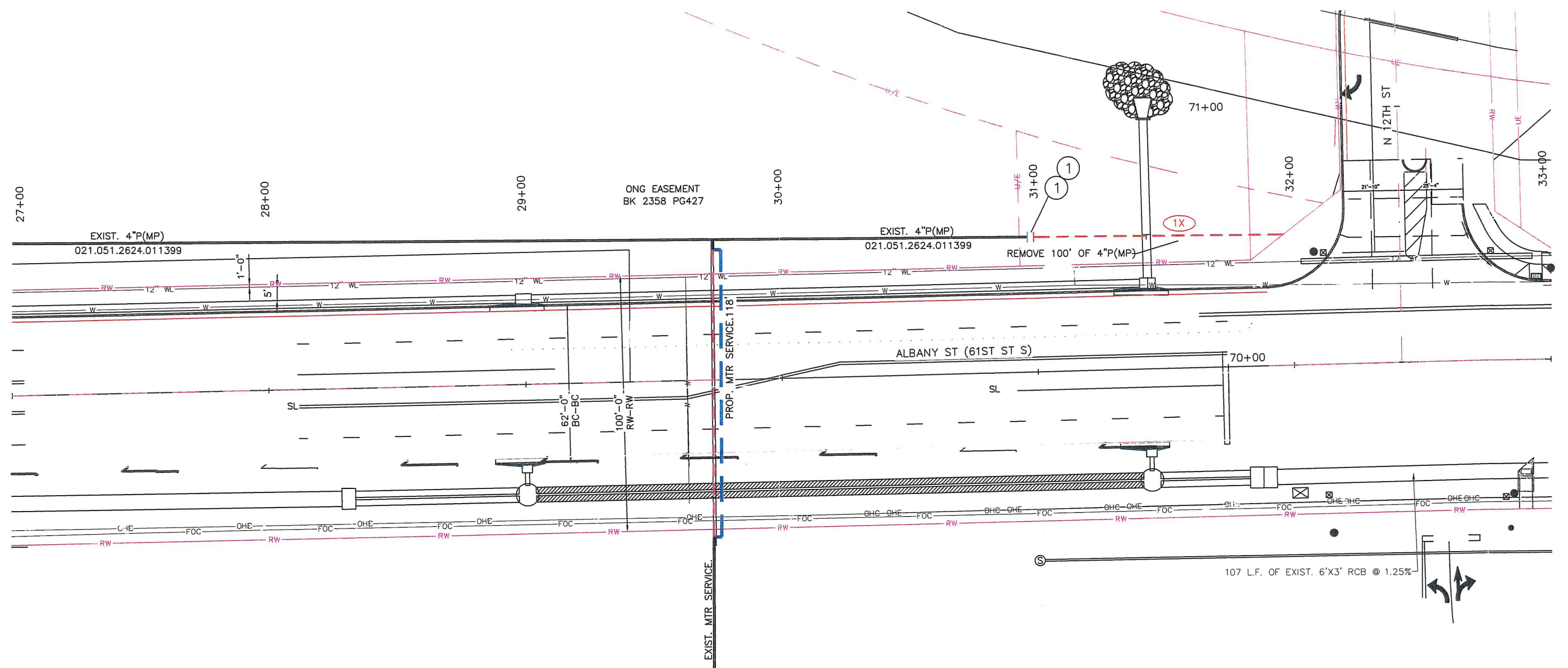
LEGEND

- ▲ = HOT TAP
- ⊙ = VALVE
- ⊙ = METER
- ⊙ = REGULATOR
- |— = CUT & CAP
- △ = EXIST. TAP #
- = EXISTING
- (blue) = PROPOSED NEW
- (red dashed) = REMOVE OR ABANDON

GENERAL NOTES:

1. ALL GAS LINES TO BE BURIED A MINIMUM OF 36" FROM EXISTING GRADE TO TOP OF PIPE UNLESS SHOWN OTHERWISE IN CROSS-SECTIONS AND NOTATIONS WITHIN THE PLAN DRAWINGS ATTACHED.
2. ALL DRIVEWAYS AND STREET CROSSINGS TO BE BURIED A MINIMUM OF 48" BELOW EXISTING GRADE OF DRIVEWAY AND STREET OR BOTTOM OF DITCH UNLESS SHOWN OTHERWISE WITHIN THE PLAN AREAS ATTACHED.
3. *RELOCATE ALL METERS INDICATED TO THE STRUCTURES AND CONVERT TO MP. KO● DENOTES STRUCTURE HAS VISIBLE KICK-OUT.
4. ALL FIELD CHANGES TO THIS RELOCATION PLAN NEED TO BE DISCUSSED AND APPROVED BY EITHER ONG ENGINEERING OR UTILITY DESIGN SERVICES INC.

" "						OKLAHOMA NATURAL GAS COMPANY					
REVISED			PRINTS ISSUED			TULSA C.P.					
DATE	BY	ITEM	DATE	NO.	TO	PROPOSED RELOCATION OF VARIOUS GAS PIPELINES ALBANY ST. IMPROVEMENTS CITY OF BROKENARROW					
						DESIGNED	TH	SURVEY	NONE	DATE	3-2-18
						DRAWN	UDS-CN	FILE NO.	-	SCALE	AS NOTED
						CHECKED	JB	DWG. NO.		SHEET NO.	1
						J.O. NO.				OF	2



UDS No. 2014-112

Prepared By: Utility Design Services Inc.

OKLAHOMA NATURAL GAS COMPANY					
TULSA C.P.					
PROPOSED RELOCATION OF VARIOUS GAS PIPELINES ALBANY ST. IMPROVEMENTS CITY OF BROKENARROW					
DESIGNED	TH	SURVEY	NONE	DATE	3-2-18
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J.O. NO.				OF	2