

**AGREEMENT
GAS FACILITIES RELOCATION
FLORENCE, OLIVE TO ASPEN
CITY OF BROKEN ARROW PROJECT NUMBER ST1410
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 April 17, 2014. 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 one-page cost estimate, all dated February 28, 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 \$163,663.00 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

ENGINEERING
COPY

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.

ATTEST:

Brian Shore
Secretary - Brian Shore

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

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

Date: 3/23/18

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

CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION

ATTEST:

City Clerk - Deputy

Mayor

APPROVED as to form and legality

City Attorney

QWB 3-12-18
ROR 3-13-18
CE 3-15-18
SMB 3-23-18

REIMBURSEMENT PROPOSAL

(DO NOT DELAY)

ROUTING LIST:

Robert Rielly TSC initial "Engineering Copy"

Chris Carr TSC initial "Engineering Copy"

Sean Blair OKC initial "Engineering Copy"
SMR 3-23-18

Jim Jarrett OKC (Sign 4 Copies)
3/23/18

Brian Shore FPT (Sign 4 Copies)

Return to: Johnny Bristol - TSC

PROPOSAL FOR:

HIGHWAY PROJECT

INT. _____

U.S. _____

STATE _____

CITY OF Broken Arrow

COUNTY OF _____

TRANSMISSION LINE _____

DISTRIBUTION

PROJECT NO. ST 1410 JO NO. N/A

LOCATION FLORENCE STREET, FROM OLIVE TO ASPEN

CITY	SHARE	<u>53.45%</u>	= <u>\$163,663</u>
ONG	SHARE	<u>46.55%</u>	= <u>\$98,779</u>
ONG	BETTERMENT	_____	= <u>\$43,755</u>
TOTAL ESTIMATED RELOCATION COST			<u>\$306,197</u>

REMARKS propose to relocate gas main to accommodate street widening on Florence St, from Olive ave to Aspen ave. Replacing 1 1/4" cs that is isolated on system for betterment.

DATE ROUTED 3/5/2018 BY Johnny Bristol

OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST
FLORENCE STREET - OLIVE TO ASPEN
CITY OF BROKEN ARROW PROJECT NO. ST1410

Sheet 3 of 3

Actual Replacement

<u>MATERIAL COST:</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
4" PIPE-MDPE, IPS, .395" WALL, SDR 11.5, 500' COIL, ASTM D2513	2,400 ft.	2.27	\$5,448
4" PIPE-MDPE, IPS, .395" WALL, SDR 11.5, 500' COIL, ASTM D2513	40 ft.	2.16	\$87
2" PIPE-MDPE, IPS, .216" WALL, SDR 11, 500' COIL, ASTM D2513	1,500 ft.	0.64	\$960
2" PIPE-MDPE, IPS, .216" WALL, SDR 11, 20' LENGTHS, ASTM D2513	200 ft.	0.68	\$136
3/4" PIPE-PE 2406/PE2708, .095 WALL, SDR 11, LB/FT 0.12	120 ft.	0.19	\$23
2" TEE-WD STOP 3-WAY, SCFD WD THRD CAP	1 ea.	109.86	\$110
1 1/4" TEE-WD STOP 3-WAY, SCFD WD THRD CAP	1 ea.	122.40	\$123
2" FITTING-STOP LINE WELD 60 LB WP	1 ea.	51.89	\$52
1 1/4" FITTING-STOP LINE WELD 60 LB WP	1 ea.	67.32	\$68
4"X4" SADDLE, ELECTROFUSION MD PE 2406 HIGH VOLUME	1 ea.	71.71	\$72
2"X 1.25" TEE-TAPPING, ELECTROFUSION MD PE 2406	2 ea.	14.80	\$30
1.25"X.75" TEE-TAPPING, ELECTROFUSION MD PE 2406	4 ea.	9.42	\$38
2" FITTING-TRANSITION, ST-PL, WELD COATED WITH TRACER	1 ea.	12.98	\$13
1 1/4" FITTING-TRANSITION, ST-PL, WELD COATED WITH TRACER	1 ea.	10.05	\$11
4" ELBOW-BUTT FUSION, 90 DEG, MD PE 2406	6 ea.	7.40	\$45
2" ELBOW-BUTT FUSION, 90 DEG, MD PE 2406	16 ea.	2.35	\$38
3/4" ELBOW-BUTT FUSION, 90 DEG, MD PE 2406	12 ea.	2.12	\$26
4" TEE-BUTT FUSION, IPS, MD PE 2406	4 ea.	8.50	\$34
4"X2" REDUCER, BUTT FUSION, MDPE 2406	5 ea.	4.95	\$25
2"X1.25" REDUCER, BUTT FUSION, MDPE 2406	3 ea.	3.30	\$10
2" CAP-STEEL-WELD STD, GRD B	2 ea.	9.25	\$19
1 1/4" CAP-STEEL-WELD STD, GRD B	2 ea.	10.91	\$22
4" CAP-BUTT FUSION, MD PE 2406	2 ea.	4.30	\$9
2" CAP-BUTT FUSION, MD PE 2406	1 ea.	2.00	\$2
1"X1 1/4" CAP-BUTT FUSION, MD PE 2408	2 ea.	1.40	\$3
3/4" CAP-BUTT FUSION, MD PE 2409	6 ea.	1.50	\$9
5# ANODE-CAST, MAGNESIUM, PACKAGED, 10FT LEAD, H-1 ALLOY, .05 COPPER	3 ea.	18.17	\$55
17# ANODE-CAST, MAGNESIUM, PACKAGED 10FT LEAD, DIAMETER 3", HIGH POTENTIAL	2 ea.	49.07	\$99
4"X9" WRAP-PIPE, MICROCRYSTALLINE #2 WAX, 4"X9" ROLL, BROWN 24 ROLLS PER CASE	24 ea.	11.77	\$283
GALLON-PRIMER-TEMCOAT 3000 PRIMER,	1 ea.	37.25	\$38
#10 AWG-WIRE-TRACER, FOR BORING, SOLD COPPER, ASTM B-1, YELLOW 500' COIL	4,260 ft.	0.16	\$682
18"-34" VALVE, BCX, 0.50" TO 1.25" ABS POLY CURB, SLIP FIT ADJ. HEIGHT	2 ea.	19.71	\$40
MARKER BALL, PASSIVE TUNED, SELF LEVELING, ANTENNA MOLDED IN PLASTIC DISK	2 ea.	8.30	\$17
Total Estimated Main Material Cost			\$8,627

<u>SERVICE MATERIAL COST:</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1 1/4" PIPE-MDPE IPS, .119" WALL, DR 11, COIL-500', ASTM D2513, YELLOW	20 ft.	0.47	\$10
.75" PIPE-MDPE IPS, .095" WALL, DR 11, COIL-500', ASTM D2513, YELLOW	1,375 ft.	0.19	\$262
1" CAP-STEEL WE STD GR B	2 ea.	17.71	\$36
.75" CAP-BUTT FUSION, MD PE 2406	22 ea.	2.50	\$55
TEE,4 IN IPS X 0.75 IN IPS,TAP,ELECTRO FUSION, ASTM D2513	8 ea.	22.79	\$183
TEE,2 IN IPS X 0.75 IN IPS,TAP,ELECTRO FUSION, ASTM D2513	4 ea.	23.79	\$96
TEE,4 IN IPS X 1 1/4" IPS,TAP,ELECTRO FUSION, ASTM D2513	1 ea.	20.47	\$21
FITTING, TRANSITION, 1 IN X 1 IN IPS, W TRACER, ST X PE, WE X FUS, 0.120 IN WT, DR 11, M	1 ea.	5.99	\$6
.75" VALVE, EXCESS FLOW, MDPE IPS, SERIES 700, DR 11	12 ea.	5.94	\$72
1" VALVE, EXCESS FLOW, MDPE IPS, SERIES 700, DR 11	0 ea.	6.94	\$0
1" X .75" RISER SERVICE, ST TO PE, DR 11, MDPE, ANODELESS	10 ea.	32.55	\$326
1" METER SET, STEEL, DOM W/ 1" SRV REG 185000010	6 ea.	63.99	\$384
#10 AWG WIRE-TRACER, FOR BORING, SOLID COPPER, PER ASTM B-1, 500' COIL	1,400 ea.	0.16	\$224
Total Estimated Service Material Cost			\$1,675

TOTAL ESTIMATED MATERIAL COST \$10,302

<u>INSTALLATION COST:</u>	<u>AMOUNT</u>
Stores Expense	\$2,293
Contract Construction Labor	\$123,159
Contract Drafting Services	\$7,948
Company Labor	\$11,137
Indirect Labor, Payroll, Insurance, and Taxes	\$6,143
Right of Way Cost	\$0
Restoration-Damages	\$5,571
TOTAL	\$166,553

Contingencies	\$82,616
Administrative and General Expense	\$57,028

TOTAL ESTIMATED RELOCATION COST \$306,197

Eastern Region Engineering (Jonathon Meadows)

Prepared By
Utility Design Services Inc. (BP)

2/21/2018