

AGREEMENT
GAS FACILITIES RELOCATION
OMAHA STREET CULVERT
CITY OF BROKEN ARROW PROJECT NUMBER SW1604
WAGONER 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 July 26, 2017. 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 February 2, 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 \$68,142.00 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
2-19-18



ATTEST:

Brian K Shore
Secretary - Brian Shore

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

By: Kent Shortridge
Vice President of Operations - Kent Shortridge

Date: _____

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

ATTEST:

**CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION**

City Clerk – Deputy

Mayor

APPROVED as to form and legality

City Attorney

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"
SWR 2-19-18

~~Kent Shortridge~~ OKC (Sign 4 Copies)

~~Brian Shore~~ FPT (Sign 4 Copies)

Return to: Jonathon Meadows - TSC

PROPOSAL FOR:

HIGHWAY PROJECT

INT. _____

U.S. _____

STATE _____

CITY OF Broken Arrow

COUNTY OF _____

TRANSMISSION LINE _____

DISTRIBUTION

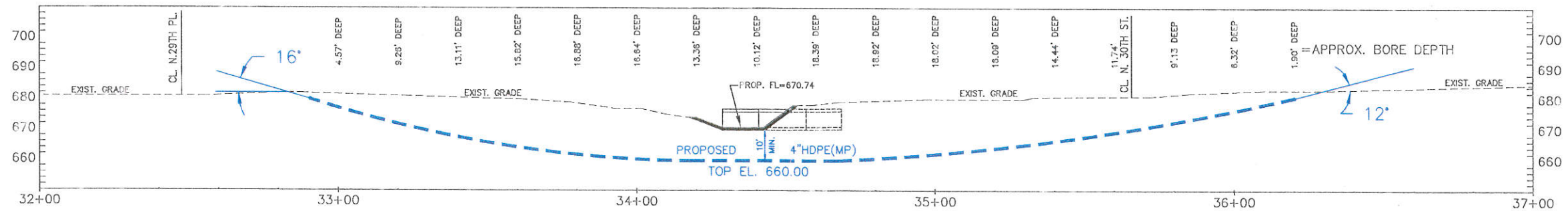
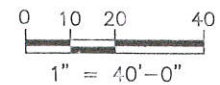
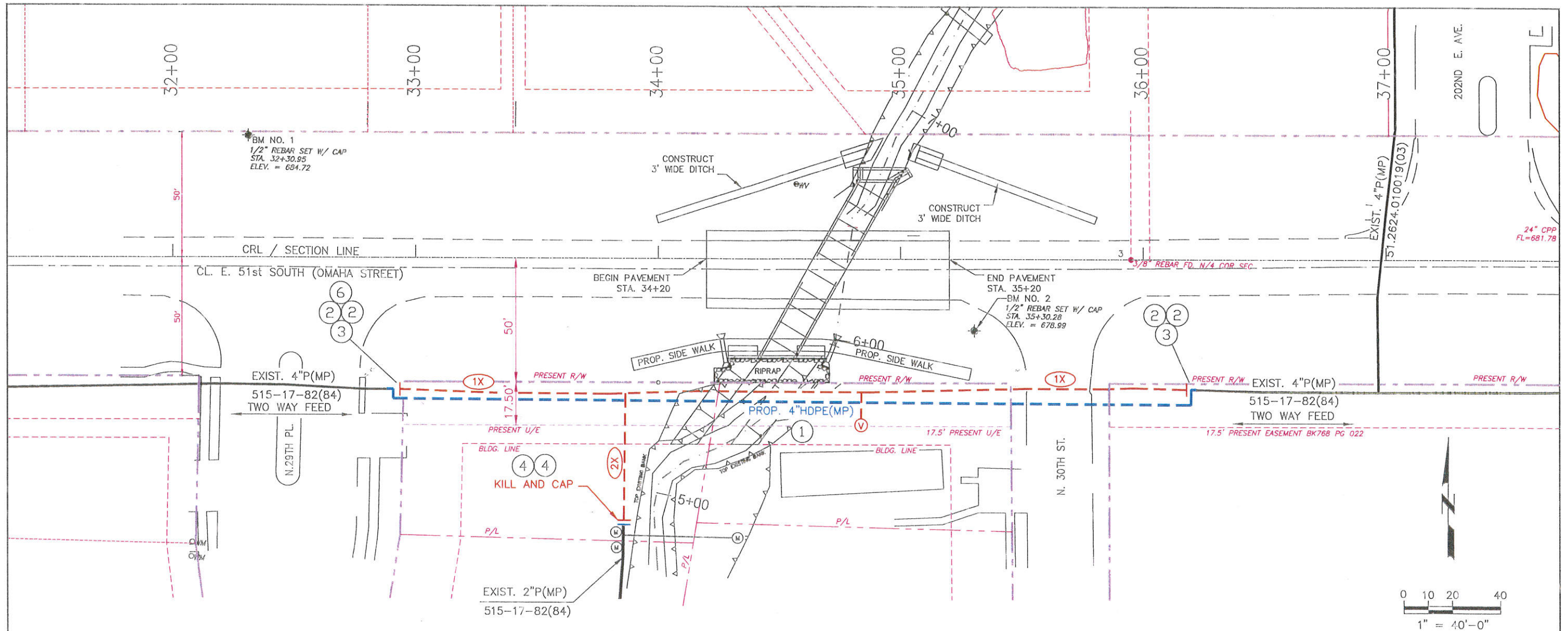
PROJECT NO. SW 1604 JO NO. N/A

LOCATION OMAHA ST. AND N. 30TH ST.

CITY	SHARE	<u>100.00%</u>	=	<u>\$68,142</u>
ONG	SHARE	<u>0.00%</u>	=	<u>\$0</u>
ONG	BETTERMENT	_____	=	_____
TOTAL ESTIMATED RELOCATION COST				<u>\$68,142</u>

REMARKS propose to relocate A 4" gas pipelines along Omaha st. and N. 30th st. to accommodate the new drainage and storm water construction.

DATE ROUTED 2/13/2018 BY Jonathon Meadows



UDS No. 2016-069

Prepared By: Utility Design Services Inc.



LEGEND

- ▲ = HOT TAP
- ⓪ = VALVE
- Ⓜ = METER
- Ⓡ = REGULATOR
- ⊕ = CUT & CAP
- △ = EXIST. TAP #
- = EXISTING
- = PROPOSED NEW
- - - = REMOVE OR ABANDON

GENERAL NOTE:

- ALL GAS LINES TO BE BURIED A MIN. OF 36" FROM EXISTING GRADE TO TOP OF PIPE UNLESS SHOWN OTHERWISE IN CROSS SECTIONS AND NOTATIONS WITHIN THE PLAN DRAWINGS ATTACHED.
- ALL DRIVEWAYS AND STREET CROSSINGS TO BE BURIED A MIN. OF 48" BELOW EXISTING GRADE OF DRIVEWAY AND STREET OR BOTTOM OF DITCH UNLESS SHOWN OTHERWISE IN CROSS SECTIONS AND GENERAL NOTES WITH THE PLAN DRAWINGS ATTACHED.
- ALL FIELD CHANGES TO THIS RELOCATION PLAN NEED TO BE DISCUSSED AND APPROVED BY EITHER ONG ENGINEERING OR UTILITY DESIGN SERVICES INC.

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NEL	TO

OKLAHOMA NATURAL GAS COMPANY

TULSA C.P.			
PROP. RELOCATION OF VARIOUS GAS PIPELINES EAGLE CREEK DRAINAGE IMPROVEMENTS OMAHA CULVERT COBA NO. SW1604			
DESIGNED	JN	SURVEY	NONE
DATE	2-2-2018	FILE NO.	-
CHECKED	JM	DWG. NO.	SHEET NO.
J.O. NO.			OF 2