

**AGREEMENT
GAS FACILITIES RELOCATION
23rd ST. HOUSTON TO KENOSHA ST. WIDENING AND DRAINAGE IMPROVEMENTS
CITY OF BROKEN ARROW PROJECT NUMBER ST0914
TULSA AND 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 April 25, 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 ten plan sheets and the one-page cost estimate, all dated July 19, 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 \$240,796.00 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.

ATTEST:


Secretary - Brian Shore

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

By: 
Vice President of Operations - Jim Jarrett

Date: 9/10/18

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

**OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST
E. 23RD STREET - HOUSTON TO KENOSHA
CITY OF BROKEN ARROW/STATE JOB NO. JP 26308(04)**

<u>MATERIAL COST:</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
6" 5/8" O.D. PIPE-STEEL, 280 WALL, 18.99#/FT, API-6L X-52, ERW 20 MIL ARO	180 ft.	14.21	\$2,558
4 1/2" O.D. PIPE-STL, .237" WALL, 10.80#/FT, API-SL, X-52 ERW, ARO 20 MILLS	760 ft.	8.50	\$6,460
2 3/8" O.D. PIPE-STL, .164" WALL, 3.86#/FT, API-SL X-52, ERW ARO 20 MILLS	120 ft.	4.07	\$489
6" PIPE-PE 2406/PE2708, .576 WALL, SDR 11.6, 500' COIL	280 ft.	4.77	\$1,336
6" PIPE-HDPE, IPS, .802 WALL, SDR 11.6, 40' LENGTHS	160 ft.	5.32	\$858
4" PIPE-PE 2406/PE2708, .395" WALL, SDR 11, COIL 600'	360 ft.	2.27	\$818
4" PIPE-HDPE, IPS, .216 WALL, SDR 11, 40' LENGTHS	160 ft.	2.52	\$404
2" PIPE-PE 2406/PE2708, .216 WALL, SDR 11, 20' LENGTHS	40 ft.	0.68	\$28
6" TEE-WD, STOP, 3-WAY, SCFD, WD, FLANGED	2 ea.	980.26	\$1,821
4" TEE-WD, STOP, 3-WAY, SCFD, WD, FLANGED	5 ea.	459.60	\$2,298
2" TEE-WD STOP 3-WAY, SCFD WD THRO CAP	1 ea.	109.86	\$110
2" FITTING-STOP LINE WELD 60 LB WP	8 ea.	61.89	\$416
6"X2" TEE-TAPPING, ELECTROFUSION MD PE 2406 HIGH VOLUME	2 ea.	61.13	\$123
4" FITTING-TRANSITION, ST-PL, WELD COATED WITH TRACER	3 ea.	32.25	\$97
6" ELBOW-ST WELD 90 DEG LR STD GRADE B, SMLS	4 ea.	51.96	\$208
4" ELBOW-ST WELD 90 DEG LR STD GRADE B, SMLS	6 ea.	23.54	\$142
2" ELBOW-ST WELD 90 DEG LR STD GRADE B, SMLS	2 ea.	9.86	\$20
6" ELBOW-BUTT FUSION, 90 DEG, MD PE 2406	8 ea.	20.03	\$121
4" ELBOW-BUTT FUSION, 90 DEG, MD PE 2406	5 ea.	7.40	\$37
2" ELBOW-BUTT FUSION, 90 DEG, MD PE 2406	4 ea.	2.35	\$10
4" TEE WELD STD GRADE B, SMLS	1 ea.	50.25	\$51
4"X2" REDUCER-ST CONCENTRIC WELD STD	1 ea.	23.27	\$24
6" TEE-BUTT FUSION, MDPE 2406	2 ea.	22.00	\$44
6"X4" REDUCER-BUTT FUSION	3 ea.	16.40	\$50
6" CAP-STEEL-WELD STD, GRD B SMLS	4 ea.	24.10	\$97
4" CAP-STEEL-WELD STD, GRD B SMLS	10 ea.	14.15	\$142
2" CAP-STEEL-WELD STD, GRD B	2 ea.	9.25	\$19
6" CAP-BUTT FUSION, MD PE 2406	1 ea.	11.80	\$12
2" CAP-BUTT FUSION, MD PE 2406	4 ea.	2.00	\$8
6" COUPLING-PE ELECTROFUSION, HD, 100 PSIG, BLACK, ASTM D2513	2 ea.	39.16	\$79
4" COUPLING-PE ELECTROFUSION, HD, 100 PSIG, BLACK, ASTM D2513	2 ea.	11.09	\$23
17# ANODE-CAST, MAGNESIUM, PACKAGED, 10FT LEAD, H-1 ALLOY, .06 COPPER	8 ea.	49.07	\$393
6# ANODE-CAST, MAGNESIUM, PACKAGED, 10FT LEAD, H-1 ALLOY, .05 COPPER	1 ea.	18.17	\$19
#10 AWG WIRE-TRACER, FOR BORING, SOLD COPPER, ASTM B-1, YELLOW 500' COIL	1,000 ft.	0.16	\$160
4# GAUGE STRANDED CABLE BOND WIRE	1,000 ft.	0.16	\$160
4"X3" ROLL-WRAP-PIPE, MICROCRYSTALLINE #2 WAX, BROWN	48 ea.	11.77	\$565
GALLON-PRIMER-TEMCOAT 3000 PRIMER	2 ea.	37.25	\$75
COATING-PIPE, LIQUID EPOXY, HIGH BUILD, TWO PART KIT, TWO LITER	10 ea.	46.25	\$463
41"-54" BOX-VALVE, ABS, SCREW TYPE, 5.25" SHAFT DIA., FLANGED NON-LOCK VENT LID	2 ea.	56.19	\$111
28"-39" BOX-VALVE, ABS, SCREW TYPE, 5.25" SHAFT DIA., FLANGED NON-LOCK VENT LID	1 ea.	50.74	\$51
4" VALVE-GATE, RAISED FACE, FLANGED, ANSI 150, 275# WP, STL W/SQ. OP NUT	1 ea.	873.81	\$874
4" FLANGE-WELD NECK, RAISED FACE, ST, 150LB	2 ea.	16.29	\$31
4" GASKET-TYPE F, 4"X.125" (1/8"), NON ASB, NITRILE COVERED PHENOLIC, ANSI 150	2 ea.	5.86	\$12
5/8" X 4 1/2" BOLT, STUD W/2-2H HEX NUTS, ASTM GR-B7	16 ea.	0.84	\$11
2" VALVE-GATE, RAISED FACE, FLANGED, ANSI 150, 275# WP, STL W/SQ. OP NUT	1 ea.	401.16	\$402
2" FLANGE-WELD NECK, RAISED FACE, ST, 150LB	2 ea.	9.98	\$20
2" GASKET-TYPE F, 2"X.125" (1/8"), NON ASB, NITRILE COVERED PHENOLIC, ANSI 150	2 ea.	3.22	\$7
5/8" X 3 1/2" BOLT, STUD W/2-2H HEX NUTS, ASTM GR-B7	8 ea.	0.50	\$4
4" VALVE-BALL, MD PE 2406, SDR11, FULL PORT, BUTT FUSION	1 ea.	172.09	\$173
18"-34" VALVE, BOX, 0.50" TO 1.25" ABS POLY CURB, SLIP FIT ADJ. HEIGHT	3 ea.	19.71	\$60
4" MARKER BALL, PASSIVE TUNED, ANTENNA MOLDED IN PLASTIC DISK	3 ea.	8.30	\$25
Total Estimated Main Material Cost			\$22,719

<u>SERVICE MATERIAL COST:</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
.75" PIPE-MDPE IPS, .065" WALL, DR 11, COIL-500', ASTM D2513, YELLOW	20 ft.	0.19	\$4
.75" CAP-BUTT FUSION, MD PE 2406	2 ea.	1.50	\$3
6"X2" TEE-TAPPING, ELECTROFUSION MD PE 2406 HIGH VOLUME	1 ea.	61.13	\$62
REDUCER, 2"X.75" MDPE	1 ea.	34.98	\$35
.75" VALVE, EXCESS FLOW, MDPE IPS, SERIES 700, DR 11	1 ea.	5.04	\$6
1" X .75" RISER SERVICE, ST TO PE, DR 11, MDPE, ANODELESS	1 ea.	32.55	\$33
1" METER SET, STEEL, DOM W/ 1" SRV REG 185000010	1 ea.	63.99	\$64
#10 AWG WIRE-TRACER, FOR BORING, SOLD COPPER, PER ASTM B-1, 1000' COIL	20 ea.	0.16	\$4
Total Estimated Service Material Cost			\$211

TOTAL ESTIMATED MATERIAL COST \$22,930

<u>INSTALLATION COST:</u>	<u>AMOUNT</u>
Stores Expense	\$5,102
Contract Construction Labor	\$162,251
Contract Drafting Services	\$11,485
Company Labor	\$8,476
Indirect Labor, Payroll, Insurance, and Taxes	\$4,875
Right of Way Cost	\$0
Restoration-Damages	\$4,950
TOTAL	INSTALLATION plus MATERIAL \$219,869

Contingencies	\$58,720
Administrative and General Expense	\$75,270

TOTAL ESTIMATED RELOCATION COST \$353,859

FINANCIAL RESPONSIBILITY

Total within Private Right of Way = 1,231 ft.
Total within Public Right of Way = 678 ft.

COBA Share 1,231 ft. within additional required R/W 68.06% = \$240,796
1,809 ft. within total required R/W

ONG Share 578 ft. within present public R/W 31.96% = \$113,063
1,809 ft. within total required R/W

Eastern Region Engineering (Steve Bolin)
7/11/2018

The replacement of the 4" CS with 6" HDPE at station 63+28 is less than the actual replacement. A betterment is not required.