

## Reimbursement Agreement

This Reimbursement Agreement ("Agreement") dated \_\_\_\_\_, 2021 is by and between **ONEOK Hydrocarbon, L.P.**, ("ONEOK") and **Oklahoma County, a political subdivision of the State of Oklahoma** ("County") regarding reimbursement of costs and expenses associated with engineering review and assessment services.

WHEREAS, County wishes to perform certain work related to the relocation of XXX Road ("Project") on real property located in Oklahoma County, Oklahoma as more specifically described on Exhibit A hereto, ("Development Area"); and

WHEREAS, ONEOK owns and operates a natural gas liquids pipeline ("Pipeline") pursuant to a Pipeline Easement ("Easement") which is located within the Development Area; and

WHEREAS, the Project will require the relocation of the Pipeline owned and operated by ONEOK and will encroach on the Easement or other real property rights held by ONEOK; and

WHEREAS, ONEOK desires to engage Audubon Engineering Company, L.P. to provide certain engineering review and assessment services ("Service") to determine the impact of the Project on the Pipeline, the cost of the Service to be reimbursed by County.

NOW THEREFORE, ONEOK and County agree as follows:

1. Service. Subject to the provisions contained herein, ONEOK shall engage Audubon Engineering Company, L.P., to perform the Service as described on Exhibit B attached hereto.
2. Reimbursement. County shall pay to ONEOK 100% of the actual costs incurred by ONEOK in connection with the Service, which is expected to be \$10,270.
3. Entire Agreement and Amendment. This Agreement supersedes all prior agreements between the parties hereto, whether written or oral, and contains the entire understanding and agreement between the parties with respect to the subject matter of this Agreement. This Agreement cannot be modified or amended except by an instrument in writing signed by all of the parties hereto.
4. Binding Agreement. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.
5. No Third-Party Beneficiaries or Future Obligations. This Agreement is executed by each party for its own benefit and there are no intended or incidental third-party beneficiaries hereof. Execution of this Agreement and completion of the Service does not obligate ONEOK to grant approval of the Project to the extent such is as an encroachment of its rights-of-way or other real property rights.
6. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one Agreement, and may be executed electronically. This Agreement shall be effective upon the physical or electronic exchange of executed signature pages signed by both parties.

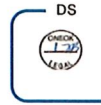
ACCEPTED AND AGREED to this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ONEOK Hydrocarbon, L.P.**

By:  EF0C31D39EA1463...

Name: Walter L. Allen

Title: Vice President



DocuSigned by: 

**OKLAHOMA COUNTY**

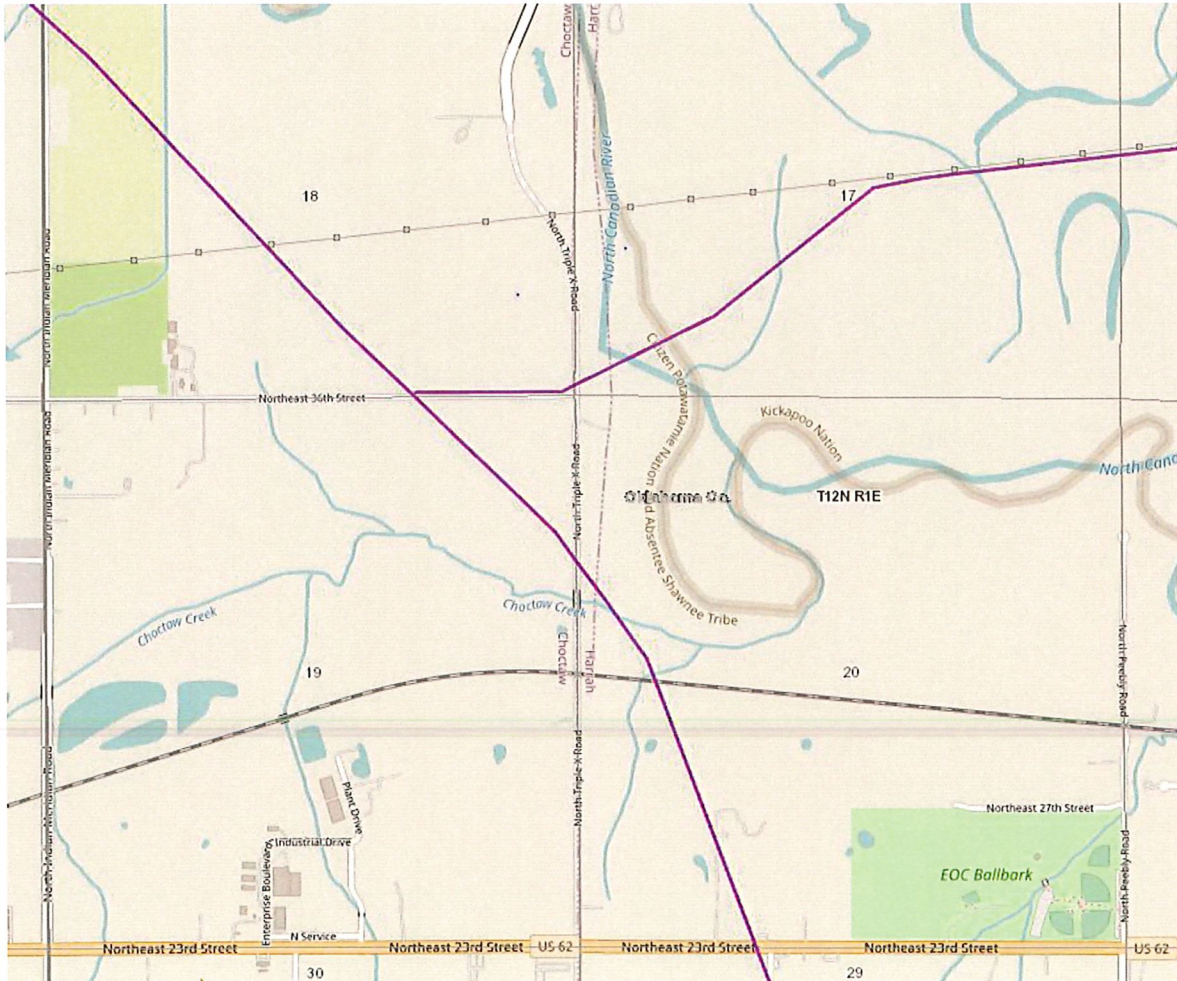
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

### Property Description



**Exhibit B**

Description of Services

[Audubon Proposal Follows]



**AUDUBON ENGINEERING COMPANY, L.P.**  
10205 WESTHEIMER, STE 100 HOUSTON, TX 22042  
O: 713.452.3180 F: 713.452.3226

March 16, 2021

ONEOK, Inc.  
ATTN: Kole Urban  
[Kole.Urban@oneok.com](mailto:Kole.Urban@oneok.com)

Subject: Oklahoma County Encroachment  
Audubon Proposal No. 022331P - Rev. 01

Dear Mr. Urban,

Thank you for the opportunity to submit this proposal to provide engineering services in support of ONEOK, Inc.'s High Country Subdivision Relocation Project. The Engineering Scope of Services outlined within our proposal is based on our understanding of your needs as described within ONEOK, Inc.'s email request initially received on December 22, 2020 and subsequent email with a revised work scope on March 12, 2021.

Audubon has the expertise to perform all aspects of this scope of work and we will dedicate our staff to complete your projects in a safe, high quality and cost-effective manner.

If you have any questions, please call me at the information below.

Sincerely,

**CRAIG HILGENDORF**

Program Manager  
D: 918.514.5852 C: 918.282.5677  
[chilgendorf@auduboncompanies.com](mailto:chilgendorf@auduboncompanies.com)

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DISCLAIMER

This document and its contents have been prepared and are intended solely for the client’s information and use in relation to the subject services. Audubon Companies assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.



## PROJECT OVERVIEW AND SCOPE OF WORK

ONEOK NGL Pipeline, L.L.C. (ONEOK) operates a 4-inch pipeline crossing a proposed road relocation and bank stabilization of the Canadian River in Choctaw, OK. The proposed road relocation and crossing encroaches upon approximately 1/8 mile of the ONEOK, Inc. pipeline. The pipeline is part of the Oklahoma Gathering System (Index 10099) between Harrah Plant to Harrah Junction 4".

- PIPE SPECIFICATIONS: 4.500" O.D. X 0.188" Wall, Grade X-42
- END CONSTRUCTION DATE: Unknown
- ESTABLISHED MOP: 1440 PSI

ONEOK has requested a proposal to perform a FEED for relocating this pipeline. ONEOK's expectation is that the FEED will provide a preliminary design, project schedule and Total Install Cost (TIC) estimate for execution.

The FEED Study Scope of Work consists of a desk top study to address engineering and overall scoping of the pipeline relocation project to evaluate technical and economic considerations.

- Obtain and review the necessary data (e.g., alignment sheets, surveys, ROW considerations) and previous work product (e.g., drawings, analysis, reports) from ONEOK records or third parties.
- Compare these to the property development plans; assess the range of potential engineering solutions, and research constraints (e.g., boundary and ROW limitations) and opportunities to increase their viability.
- Investigate methodology options, agency requirements, and approvals processes.
- Develop a recommendation for executing the relocation.
- Present recommendation to ONEOK as part of a stage gate review and secure approval to proceed to detailed re-engineering as appropriate.

## DELIVERABLES

Audubon recommends the following approach for relocating the pipeline in support of the residential development project:

### Pipeline Placement

- Identify Potential Right of Way Corridors and Utility Crossings
- Route Options
- Constraints
- Project Map

### Preliminary Specifications, Design, and Costs

- Specifications for Line Pipe
- Line Pipe Supplier(s) Budget Quotes
- Pipeline Contractor(s) Pipeline Installation Budget Quote

### Project Summary Schedule

- Survey Activities
- ROW Acquisition (if required and temporary work space)
- Environmental Permits
- State and Local Permits
- Engineering and Design
- Line Pipe Delivery
- Construction
- Tie-ins
- Commissioning and Startup

### Summary Report

- Recommendation with Engineering, Environmental and Survey Estimate
- Technical and Economic Justification

### Data Requirements

ONEOK furnished information is as follows:

1. Coordination with Encroachment Party
2. Required timelines for input into the project schedule
3. ROW and Owners Cost input for Total Installed Cost (TIC) Estimate

## COMMERCIAL PROPOSAL

This proposal is based on our understanding of the scope of work as defined by ONEOK, Inc. and will be executed on a Time & Materials basis. This price excludes estimated expenses associated with materials, living and travel.

DESCRIPTION	CLASS NO.	HOURS	RATE	AMOUNT
Project Manager	PM05	16	\$ 160	\$ 2,560
Pipeline Engineer	EN05	40	\$ 135	\$ 5,400
Drafting	DE02	12	\$ 90	\$ 1,080
Survey	SV07	2	\$ 125	\$ 250
Environmental	SP06	2	\$ 130	\$ 260
Project Controls	SP04	4	\$ 115	\$ 460
Document Control	PA03	4	\$ 65	\$ 260
<b>TOTAL</b>		<b>80</b>		<b>\$ 10,270</b>



Audubon has made a good faith effort to estimate the man-hours required to execute the scope of work as outlined. Final billings may be more or less than those estimated based on actual work required to meet the project's objectives.

### Validity

This proposal is valid for 30 days from the date submitted to client. Due to potential market volatility, Audubon reserves the right to adjust the commercial offer to account for any materials and/or services cost escalation after the stated bid validity date.

### Schedule

Upon receiving an acceptable purchase order, this project is expected to take approximately 3 – 4 weeks to complete. The proposed schedule for this project is predicated upon ONEOK furnishing, in a timely manner, all information required for Audubon to finalize the engineering.

Major project milestones are as follows:

MILESTONE	EXPECTED DUE DATE
Design Basis and Route Analysis	1 Week
Obtain Quotes from Contractors and Suppliers	2 Weeks
Prepare Schedule, Estimates & Summary Report	1 Week

## CLARIFICATIONS, STIPULATIONS, AND EXCEPTIONS

Audubon's proposal is based on the following clarifications, stipulations, and exceptions:

### Commercial

1. Refer to existing MSA between ONEOK Partners Intermediate Limited Partnership and Audubon Field Solutions, LLC dated November 19, 2015 (including all amendments) # ENTPSSWA-226-2015-12082 for standard terms & conditions. Applicable Schedule of Rates are included in Appendix 1.
2. Any changes or additions to the scope of work will be handled on a time and materials basis and addressed with formal change orders. No additional work will be initiated without the written approval of ONEOK Project Manager.

### Technical

1. Site visit(s) are not included in this proposal – desk top review only.



# Appendices

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**APPENDIX 1 – SCHEDULE OF RATES**

**PLEASE SEE THE FOLLOWING PAGE(S) FOR INFORMATION  
RELATING TO APPENDIX 1**



**AUDUBON COMPANIES**  
Schedule of Rates for Consulting Services  
Terms & Conditions

Incorporated herein is the Schedule of Rates for Consulting Services, which will be in effect for services performed by Audubon Companies ("Audubon"). Included are the prices, or pricing formats, for labor, services, outside services, and miscellaneous expenses.

**I. LABOR SERVICES**

Labor Services are defined and charged as specified below. Labor service charges shall be limited to the time an employee is directly engaged in the performance of specified work or traveling in connection with the work. Employees include engineers, drafters, specialist, office service personnel or any other category of employee that Audubon may employ and assign to the client's work.

**A. Definitions**

Following are descriptions of the type of labor services that typically occur.

**1. Straight Time**

Straight time shall include all time spent by an employee up to 40 hours per week.

**2. Overtime**

When the overall workload in the Audubon office is such as to require a work schedule more than forty hours per week, such will be incorporated at Audubon's option.

Overtime shall include all time spent by an employee beyond 40 hours per week or weekends and holidays.

Non-Exempt employees shall be charged 1.5x base rate for overtime.

**II. MISCELLANEOUS EXPENSES**

The following pricing formats shall apply to the listed reimbursable expenses typically incurred in the course of work.

**A. Travel**

Mileage shall be charged to the client's account for travel either in Audubon's company cars or employee's personal automobile. Mileage will be billed at the current IRS mileage rate at the time the travel was conducted. Mileage shall be invoiced portal to portal.

Per Diem, when applicable, will be charged up to the maximum allowable per diem rate as published in the current version of Publication 1542 (Per Diem Rates for travel within the Continental United States) by the Department of the Treasury Internal Revenue Service. Invoices will provide an accounting of per diem reimbursement as well as dates and location of travel. A portion of per diem reimbursements by client will be subject to deduction limits imposed by Section 274 of the Internal Revenue Code.

**AUDUBON COMPANIES**  
Schedule of Rates for Consulting Services  
Terms & Conditions

Per Diem will commence on the day personnel are mobilized and will terminate upon personnel's return to original departure point and will be billed on weekends whether or not work was performed on those days as long as the personnel are maintaining living quarters at the assigned project location. "

During field assignments, the applicable hourly rate will be charged for standby at Company's request or due to inclement weather. Upon mutual agreement, personnel assigned to Company's project will be reimbursed for Holidays recognized by the Company.

Overseas work is anything outside the borders of the United States, and shall be billed at separate negotiated rates.

Other travel expenses not covered above, including airfare, hotel and rental cars, will be expensed to the client at cost.

**B. Other**

Material, Sub Expense and Third Party Services mark-up to be determined on project specific basis.

Contract Labor shall be billed per schedule of rates.

**III. INVOICING PROCEDURE**

Audubon will invoice for services monthly. Payment terms shall be net 30 days. Invoice payments remaining due after thirty (30) days from invoice date shall be subject to a service charge of 1 1/2 % per month.

Audubon shall be notified in writing of any disputed invoices within thirty days after invoices are submitted for payment. The notification shall include the reason for, and the amount in dispute. Any undisputed portions shall be paid by the due date.

**IV. HOLIDAYS**

The holidays observed by Audubon are:

New Year's Day  
Mardi Gras Day (New Orleans office only)  
Memorial Day (Houston and areas outside of New Orleans only)  
Independence Day Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Engineers		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Engineer 1	EN01	85
Engineer 2	EN02	95
Engineer 3	EN03	112
Engineer 4	EN04	125
Engineer 5	EN05	135
Engineer 6	EN06	155
Engineer 7	EN07	165
Engineer 8	EN08	180

Designers / Mappers		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Designer 1/Mapper 1	DE01	75
Designer 2/Mapper 2	DE02	90
Designer 3/Mapper 3	DE03	110
Designer 4/Mapper 4	DE04	127
Designer 5/Mapper 5	DE05	135
Designer 6/Mapper 6	DE06	145
Designer 7/Mapper 7	DE07	152
Designer 8/Mapper 8	DE08	160

Project Managers		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Project Manager 1	PM01	120
Project Manager 2	PM02	130
Project Manager 3	PM03	140
Project Manager 4	PM04	150
Project Manager 5	PM05	160
Project Manager 6	PM06	170
Project Manager 7	PM07	180
Project Manager 8	PM08	190

Project Directors / Subject Matter Experts (SMEs)		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Project Director 1	PD01	180
Project Director 2	PD02	195
Project Director 3	PD03	205
Project Director 4	PD04	210
Project Director 5	PD05	220
Project Director 6	PD06	250
Project Director 7	PD07	275



Automation Specialists		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Automation Specialist 1	PR01	75
Automation Specialist 2	PR02	95
Automation Specialist 3	PR03	110
Automation Specialist 4	PR04	125
Automation Specialist 5	PR05	130
Automation Specialist 6	PR06	140
Automation Specialist 7	PR07	150
Automation Specialist 8	PR08	160

Control Systems Information and Operational Technology (IT / OT) Consultant		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
IT / OT Consultant 1	IT01	100
IT / OT Consultant 2	IT02	115
IT / OT Consultant 3	IT03	130
IT / OT Consultant 4	IT04	155
IT / OT Consultant 5	IT05	180
IT / OT Consultant 6	IT06	195
IT / OT Consultant 7	IT07	210
IT / OT Consultant 8	IT08	225

Project Administrators		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Project Administrator 1	PA01	50
Project Administrator 2	PA02	55
Project Administrator 3	PA03	65
Project Administrator 4	PA04	70
Project Administrator 5	PA05	80
Project Administrator 6	PA06	90

Procurement Managers		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Procurement Manager 1	PRM1	115
Procurement Manager 2	PRM2	125
Procurement Manager 3	PRM3	135
Procurement Manager 4	PRM4	150

Buyer/Expeditors		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Buyer/Expeditor 1	BE01	80
Buyer/Expeditor 2	BE02	90
Buyer/Expeditor 3	BE03	95
Buyer/Expeditor 4	BE04	105
Buyer/Expeditor 5	BE05	120

Specialists		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Specialist 1	SP01	80
Specialist 2	SP02	95
Specialist 3	SP03	105
Specialist 4	SP04	115
Specialist 5	SP05	120
Specialist 6	SP06	130
Specialist 7	SP07	140
Specialist 8	SP08	150

GIS and Laser Scanning		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
GIS Technician	GS06	80
GIS Analyst	GS07	100
GIS Manager	GS08	135
Laser Scanning Tech 01	LS01	70
Laser Scanning Tech 02	LS02	80
Laser Scanning Tech 03	LS03	90

Construction Managers		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Construction Manager 1	CM01	90
Construction Manager 2	CM02	100
Construction Manager 3	CM03	110
Construction Manager 4	CM04	125
Construction Manager 5	CM05	130
Construction Manager 6	CM06	150
Construction Manager 7	CM07	160
Construction Manager 8	CM08	180

Survey – Field Rates			
BILLING CLASSIFICATION	CLASS NO.	Straight Time	Overtime (\$US/HOUR)
Roadman	SV01	20	30
Instrument Man	SV02	45	67.50
Crew Chief	SV03	65	97.50
Survey Supervisor	SV04	80	120

Survey – Office Rates		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Data Technician	SV05	80
Project Survey Coordinator	SV06	100
Registered Land Surveyor	SV07	125
Survey Manager	SV08	150

Inspectors			
BILLING CLASSIFICATION	CLASS NO.	Straight Time	Overtime (\$US/HOUR)
Inspector 1	IS01	45	67.50
Inspector 2	IS02	53	79.50
Inspector 3	IS03	61	91.50
Inspector 4	IS04	69	103.50
Inspector 5	IS05	77	115.20
Inspector 6	IS06	85	127.50
Inspector 7	IS07	93	139.50
Inspector 8	IS08	101	151.50

Row/Title/Permit Specialists		
BILLING CLASSIFICATION	CLASS NO.	BILLING RATE (\$US/HOUR)
Row/Title/Permit Specialist 1	RW01	60
Row/Title/Permit Specialist 2	RW02	65
Row/Title/Permit Specialist 3	RW03	73
Row/Title/Permit Specialist 4	RW04	78
Row/Title/Permit Specialist 5	RW05	85
Row/Title/Permit Specialist 6	RW06	97
Row/Title/Permit Specialist 7	RW07	105
Row/Title/Permit Specialist 8	RW08	112

Corrosion & Integrity			
BILLING CLASSIFICATION	CLASS NO.	Straight Time	Overtime (\$US/HOUR)
Integrity Tech 1	CP01	93	139.50
Integrity Tech 2	CP02	113	169.50
Integrity Tech 3	CP03	133	199.50
Integrity Tech 4 / Corrosion Specialist	CP04	153	229.50

*Field Equipment*	
BILLING CLASSIFICATION	BILLING RATE (\$US/CALENDAR DAY)
Digital Camera	11
Lap-Top Field Computer w / Printer	20
Pipeline Locating Equipment	50
Total Station w / Data Collector	100
Corrosion / Integrity Data Collector	100
UTV (Includes Gas, Maintenance, and Oil etc.)	75
Vehicles (Includes Gas, Maintenance, and Oil etc.)	50
Meter Grade GPS	75
Centimeter Grade GPS (RTK)	250
Laser Scanner – Faro / Leica	1440
Survey Cell Phones	10



Specialty Technology & Equipment Charges			
ID	SPECIALTY SOFTWARE DESCRIPTION	REPRESENTATIVE EXAMPLES	BILLING RATE
ST1	Process Simulation	HYSYS, PROMAX, VMG	\$31.50 / Hour
ST2	Mechanical Code Analysis/Flow Simulation/Pipe Stress	APV/OFFPIPE/FLOW OF FLUIDS/CAESAR/PIPEFLO	\$18.00 / Hour
ST3	Pipeline Hydraulic Modeling	(SYNERGY) STONER/PIPESIM	\$31.50/ Hour
ST4	Onshore Structural Analysis	STAAD/GRLWEAP/L-PILE/MAT-3D/FOUNDATION-3D	\$13.50/ Hour
ST5	Offshore Structural Analysis/FEA	SACS/ALGOR	\$22.50 / Hour
ST6	Electrical System Analysis	SKM/ETAP	\$18.00 / Hour
ST7	Instrument Specification Database, PLC/HMI Software	SPI/FLOW CONSULTANT	\$13.50 / Hour
ST8	Process Safety Management	PHA PRO/SIL SOLVER	\$22.50 / Hour
ST9	Computer Design/Modeling/Mapping/GIS	ACAD/CADWORX/CARS/CIVIL 3D/BLUE SKY	\$13.50 / Hour
ST10	PDMS/Laser Scanning	PDMS/LIECA	\$22.50 / Hour
Specialty Technology & Equipment Charges Cont.			
ST11	Project Controls/Document Control/Estimating	PROJECTTOOLS/PRIMAVERA P6/ICARUS/KBASE	\$9.00 / Hour
ST12	Thickness Gauge	N/A	\$36.00 / Day
ST13	Estimating	ICARUS/KBASE/SUCCESS	\$18.00 / Day
ST14	Automation	DCS/SIS/HMI DEVELOPMENT	\$18.00 / Hour
ST15	Automation	PLC/RTU/SCADA/HMI DEVELOPMENT	\$12.50 / Hour
*Terms and Conditions- Specialty Technology Charges*			
1. Additional Specialty Technology Software/Equipment will be charged as per negotiated rates.			

=====	=====
Bill To	Requisition 12106233-00 FY 2021
OK COUNTY - DISTRICT 2	
7105 S. ANDERSON ROAD	Acct No:
	1110-60-920-000-000-54455 -
OKLAHOMA CITY, OK	Review:
73150	Buyer: 6065d2brajoh
	Status: Released
	Page 1
=====	=====

Vendor	Ship To
ONEOK PARTNERS INTERMEDIATE LIMITED	PAROK COUNTY - DISTRICT 2
100 WEST FIFTH STREET	7105 S. ANDERSON ROAD
	OKLAHOMA CITY, OK 73150
TULSA, OK 74103	

Deliver To  
 OK COUNTY - DISTRICT 2  
 7105 S. ANDERSON ROAD  
 OKLAHOMA CITY, OK 73150

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship	Terms	Department
Ordered	Number	Required	Via		
-----	-----	-----	-----	-----	-----
04/22/21	004033				District #2
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
001 Engineering Services for Gas	10270.00	1.00000	10270.00
Pipeline Relocation for XXX	EACH		
Streambank Stabilization Project			

1 1110-60-920-000-000-000-54455 - 10270.00

Ship To  
 OK COUNTY - DISTRICT 2  
 7105 S. ANDERSON ROAD  
 OKLAHOMA CITY, OK 73150

Deliver To  
 OK COUNTY - DISTRICT 2  
 7105 S. ANDERSON ROAD  
 OKLAHOMA CITY, OK 73150

# Requisition Link

Requisition Total 10270.00

## \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
1110-60-920-000-000-000-54455 -		
	10270.00	1331414.22
Highway Cash - District #2	Professional Services-Other	

## \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Queued	04/22/21	Brandi Johnson	
Queued	04/22/21	Michael Perry	
Pending		Danny Lambert	