



**APPROVED**

JUN 17 2019

**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | nfields@tulsacounty.org

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 13, 2019

**REFERENCE:** Utility Relocation Agreement with Washington County Rural Water District # 3 for Improvements to N 137th E Ave Over Horsepen Creek

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. Vendor has signed this document and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

*Nolan M. Fields IV*

**Nolan M. Fields IV**  
Assistant District Attorney

**CC:**  
Tom Rains, County Engineer

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RECEIVED  
JUN 13 2019

WATER PAQ ENGINEERING, INC.

June 10, 2019

Reference: Washington County Rural Water District #3  
Water Line Relocation Work  
North 137<sup>th</sup> East Avenue over Horsepen Creek  
Utility Relocation Agreement

Tulsa County Engineer  
Tulsa County Administration Building  
500 South Denver  
Tulsa, Oklahoma 74103-3832

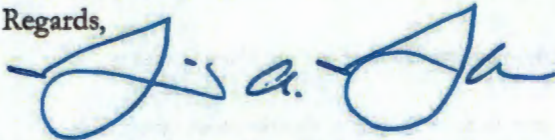
Attention: Mr. Tom Rains, County Engineer

Dear Mr. Rains,

On behalf of Rural Water District #3 Washington County (District), we've also enclosed three (3) originals of the Utility Relocation Agreement for the above referenced project. The URA includes our current Estimate of Probable Project Cost. Please review and let us know if you have any questions. We look forward to receiving from you the Notice to Proceed on the project.

We appreciate your attention in this matter, and we look forward to any questions you may have.

Regards,



David A. Dollar, P.E.  
Water PAQ Engineering, Inc.

Cc: Mr. Jerry Gammill, District Manager

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APPROVED

JUN 17 2019

TULSA COUNTY

UTILITY RELOCATION AGREEMENT

PROJECT NO. 33566(04)

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Tulsa County, Oklahoma acting for and on behalf of Tulsa, County hereinafter called the "County" and

Washington County Rural Water District #3

ADDRESS 17227 N. 129<sup>th</sup> E. Ave. PO Box 70, Collinsville, OK 74021-4427

Hereinafter called the "Utility Company".

WITNESSETH THAT

WHEREAS, the County proposes to improve North 137th East Avenue over Horsepen Creek

and such improvements will necessitate rearrangement of facilities of said Utility Company, and

WHEREAS, it is understood that if said project is to be financed partly from funds appropriated by the United States and expended under its regulations, that acceptance of work and procedure in general are subject to Federal Laws, Rules, Regulations, Orders, and Approvals applying to it as a Federal Project, and that costs for items entering into the improvements are reimbursable to the State in such amounts and forms as are proper and eligible for payment from Federal Funds. Reference is made to the U.S. Department of Transportation, Federal Aid Highway Program Manual 6-6-3-1 and 6-6-3-2, September 6, 1985 included in the Department of Transportation Utilities Manual and

WHEREAS, it is understood that Title 69, O.S. 1985, as amended, Section 1403, defines the extent to which the State and County may be obligated in the costs of Utility rearrangements, and that Utility locations on all highways are governed by Regulations and Policies adopted by the State Transportation Commission for the protection and maintenance of the highways, and for the safety of the highway users, and

WHEREAS, the County agrees to pay the Utility Company for the proportionate share of the actual cost of preliminary engineering in preparing plans and estimates at the State's request, if for any reason the State cancels this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Utility Company agrees

1. To prepare a detailed estimate of the cost of work to be performed in accordance with the Department of Transportation Utilities Manual and Accommodation Policy, and such estimate of cost must be attached and be a part of this Agreement. The estimate will include: (1) The accounting system to be used in computing the relocation costs; (2) Credit for Expired Service Life setting forth therein the conditions on which such credit was determined or complete justification if the credit is not applicable; and (3) Whether equipment costs are developed from experience records.
2. Costs for backfill and compaction of any trenches or holes within the right-of-way limits will be included in the estimate of costs. The backfill will be placed and compacted to a density not less than that of the adjacent soil, as directed by the Resident Engineer.
3. To prepare drawings showing the present, temporary and proposed location of its facilities with reference to the new highway centerline in both plan and profile, and delineating details, including date of installation, class, and type of present facility. Such drawings will be attached to and become a part of this Agreement.
4. To begin the adjustment or relocation of the facilities as shown on the plans and covered by this Agreement within a reasonable time, depending on the availability of material and work forces, but the actual time must not exceed sixty (60) days after receipt of notice for the State to do so, and in no event proceed with any adjustment or relocation work until such notice is received. To inform the State's Resident Engineer of: (1) The proposed starting date, before beginning the work, and to maintain continual liaison with his office for the duration of the physical relocation; (2) Materials to be disposed of by scrapping, or sale, and inform him of a time and place for his inspection thereof; (3) Date of completion of the work.
5. a. That no contract with any individual will be entered into without meeting the requirements of the Department of Transportation's Utility Manual.

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b. That Contract work for technical services, professional services or other labor classifications involved in the rearrangement of the plant proposed under this Agreement will be supported by a statement to the effect that, "The Utility Company is not adequately staffed or equipped to perform such with its own forces." Proper approval will be obtained in accordance with the Department of Transportation's Utilities Manual prior to executing a contract with any outside firm.

6. To submit to the County within six (6) months after satisfactory completion of rearrangement of its facilities under this Agreement, a certified statement of costs in accordance with the provisions of the aforementioned memorandums.
7. It is understood this Agreement does not change the rights of the Utility Company as they exist in accordance with present State law.
8. The Utility Company shall select and contract with an Engineering Consultant to provide the design and construction administration for the project, and shall select and contract with a Construction Company to construct the project.
9. The County shall pay the invoices, upon approval by Utility Company, for the services provided by the Engineering Consultant and the Construction Company.
10. In consideration of the faithful performance by the Utility Company of the foregoing, the County agrees to these terms.

To reimburse the Utility Company for actual costs of the completed work, or for the lump sum as proposed, prorated on the basis of the following percentages. All reimbursement subject to approval and audit by Department of Transportation.

- |                                    |                 |                        |                      |
|------------------------------------|-----------------|------------------------|----------------------|
| (1) Company Share of Cost          | <u>0.00</u> %   | Estimated Company Cost | \$ <u>0.00</u>       |
| (2) County Share of Cost           | <u>100.00</u> % | Estimated County Cost  | \$ <u>337,350.00</u> |
| (3) Lump Sum Proposal, County Cost |                 |                        |                      |

IN WITNESS WHEREOF, the parties hereto have caused this Utility Relocation Agreement to be executed by their duly authorized officers of the day and year last below written.

APPROVAL RECOMMENDED:

Tom Rame

Tulsa County Engineer

6-17-19

Date

Washington County RWD #3

Name of Company

Robert K...

By:

Chairman

(Title)

6/10/19

(Date)

APPROVED:

Board of County Commissioners of

Tulsa County, Oklahoma:

Karen Keith  
Karen Keith, Chairman

ATTEST:

Shelby Hill  
County Clerk

6/17/2019  
Date



Nolan M. Felder 6-12-19  
**APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY**



**WASHINGTON CO. RWD NO. 3  
WATER LINE RELOCATION AT HORSEPEN CREEK  
PRELIMINARY COST ESTIMATE  
NOVEMBER 2018**

Item	Description	Unit	Unit Price	TOTAL PROJECT		RWD #3		COUNTY	
				Quantity	Extension	Quantity	Extension	Quantity	Extension
1	12" PVC Pipe (SDR-21)	L.F.	\$ 47	1,150	\$ 54,050	0	\$ -	1,150	\$ 54,050
2	12" HDPE Pipe (DR-11)	L.F.	\$ 70	220	\$ 15,400	0	\$ -	220	\$ 15,400
3	6" PVC Pipe (SDR-21)	L.F.	\$ 20	1,200	\$ 24,000	0	\$ -	1,200	\$ 24,000
4	6" HDPE Pipe (DR-11)	L.F.	\$ 25	300	\$ 7,500	0	\$ -	300	\$ 7,500
5	2" HDPE Pipe (DR-11)	L.F.	\$ 20	200	\$ 4,000	0	\$ -	200	\$ 4,000
6	12" Creek Crossing (24" HDPE casing)	L.F.	\$ 300	120	\$ 36,000	0	\$ -	120	\$ 36,000
7	6" Creek Crossing (14" HDPE casing)	L.F.	\$ 140	120	\$ 16,800	0	\$ -	120	\$ 16,800
8	6" Road Crossing (12" Steel casing)	L.F.	\$ 100	80	\$ 8,000	0	\$ -	80	\$ 8,000
9	2" Road Crossing (6" Steel casing)	L.F.	\$ 50	120	\$ 6,000	0	\$ -	120	\$ 6,000
10	12" Gate Valve & Box	Ea.	\$ 2,500	4	\$ 10,000	0	\$ -	4	\$ 10,000
11	6" Gate Valve & Box	Ea.	\$ 1,200	9	\$ 10,800	0	\$ -	9	\$ 10,800
12	2" Gate Valve & Box	Ea.	\$ 700	2	\$ 1,400	0	\$ -	2	\$ 1,400
13	3-Way Hydrant Assembly	Ea.	\$ 4,000	2	\$ 8,000	0	\$ -	2	\$ 8,000
14	Connect to Existing Pipeline	Ea.	\$ 1,500	6	\$ 9,000	0	\$ -	6	\$ 9,000
15	12" Fittings	Ea.	\$ 1,800	10	\$ 18,000	0	\$ -	10	\$ 18,000
16	6" Fittings	Ea.	\$ 600	12	\$ 7,200	0	\$ -	12	\$ 7,200
17	2" Fittings	Ea.	\$ 100	2	\$ 200	0	\$ -	2	\$ 200
18	Contractor Mobilization/De-Mob	L.S.	\$ 12,000	1	\$ 12,000	0	\$ -	1	\$ 12,000
19	Contingencies (15%)	L.S.	\$ 37,000	1	\$ 37,000	0	\$ -	1	\$ 37,000
<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 285,350</b>		<b>\$ -</b>		<b>\$ 285,350</b>
Engineering Design & Const. Admin					\$ 24,000		\$ -		\$ 24,000
Construction Observation					\$ 20,000		\$ -		\$ 20,000
District Administrative					\$ 5,000		\$ -		\$ 5,000
Legal					\$ 3,000		\$ -		\$ 3,000
<b>TOTAL PROJECT COST</b>					<b>\$ 337,350</b>		<b>\$ -</b>		<b>\$ 337,350</b>
							0.0%		100.0%

Prepared By: David A. Dollar  
November 19, 2018