
TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: January 9, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Utility Relocation Agreement-Public Service Company of Oklahoma

Submitted for your approval and execution is the attached Utility Relocation Agreement between the Board of County Commissioners on behalf of the Tulsa County Engineering Department and Public Service Company of Oklahoma. The agreement is for the purposes to improve the intersection of 86th and Sheridan road widening project and such improvement will necessitate the rearrangement of the utilities located at this location for the protection and maintenance of the highways and for the safety of the highway users.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the January 14, 2019 agenda.

TULSA COUNTY

UTILITY RELOCATION AGREEMENT

PROJECT NO. JP 32203

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

ADDRESS 212 East 6th Street

Hereinafter called the "Utility Company".

WITNESSETH THAT

WHEREAS, the County proposes to improve the intersection of 86th and Sheridan, including road widening in the area, 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.
 - 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. In consideration of the faithful performance by the utility Company of the foregoing, the County agrees

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	0%	Estimated Company Cost	\$ 0
(2) County Share of Cost	100%	Estimated County Cost	\$ 238,496
(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: _____



Tulsa County Engineer

1-8-19

Date

Public Service Company of Oklahoma

Name of Company



By:

Manager, Transmission Right-of-Way
(Title)

12/4/18
(Date)

APPROVED:

Board of County Commissioners of

Tulsa County, Oklahoma:

Commissioner, District #1

Commissioner, District #2

Commissioner, District #3

ATTEST:

County Clerk

Date

 1-9-19
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

Cherokee Industrial Park Tap
11/03/2017

Structure to be
moved back

1/4

1/5

Structure to be
replaced and raised

1/6

1/7





AEP IR ROUTING REPORT

REMOVAL

BPID: A18001001 Class 3 Estimate

Project Title:

CI:

Estimate Title: 138kV_A18001001_Cherokee Industrial Park 0.15Miles

CPP:

REM_Removal_Option A_D.4_CL3

Station Name:

PVID:

Operating Company: Public Service Company of Oklahoma

Super Project: TA2018001

COST CATEGORIES

ESTIMATED COSTS / \$

Direct Internal Labor (Engineering) \$1,627

* Includes Non-Productive. Escalation & Economies of Scale

Direct Outside Services (Engineering & Construction Labor) \$12,591

* Includes Escalation & Economies of Scale

Material \$0

* Includes Sales Tax, Stores Loading, Escalation & Economies of Scale

Fleet (Transportation Loading) \$584

Contingency \$1,958

* Includes General Contingencies and Risk-Based Contingencies

Total Direct Removal Cost \$16,760

Fringe \$417

Removal Overheads (Standard) \$3,938

* Includes Construction Overheads, Incentives,
Shared Services and General & Administrative
(if applicable based on estimate type & resources)

Fleet (Transportation Loading) \$0

AFUDC Equity (Standard) \$0

Total Indirect Removal Cost \$4,355

TOTAL LOADED REMOVAL COST \$21,115

Notes

- This report captures only costs pertaining to actual removal of items
- Construction contract removal labor rates are reduced to 60% of installation labor rates
- When applicable, steel salvage credits are captured with the labor contract portion of the estimate
- Within IR Routing, user shall override Standard items as indicated above

- Direct Outside Services Breakdown

External Engineering	0
Construction Labor	12,591

- Direct Internal Labor Breakdown

Engineering & Design	1,127
Field Support	0

- Contingency Breakdown

General Contingencies	1,958
Risk-Based Contingencies	0

Engineering Start Date: 02/10/2018

Construction Start Date: 02/11/2018

In-Service Date: 02/12/2018

Print Date: 01/30/2018

Print Time: 4:34 pm

Estimator: Michel Shahwan -
Tulsa

Created Date: 01/30/2018

Last Modified: 01/30/2018



AEP IR ROUTING REPORT

INSTALLATION or O&M

BPID: A18001001 Class 3 Estimate

Project Title:

CI:

Estimate Title: 138kV_A18001001_Cherokee Industrial Park
0.15Miles_Construction/Installation_Option A_D.5_CL3

CPP:

Station Name:

PVID:

Operating Company: Public Service Company of Oklahoma

Super Project: TA2018001

COST CATEGORIES

ESTIMATED COSTS / \$

Direct Internal Labor (Engineering & Field Support)	\$15,051
* Includes Non-Productive, Escalation & Economies of Scale	
Direct Outside Services (Engineering / Construction Labor)	\$106,640
* Includes Escalation & Economies of Scale	
Direct Material	\$20,663
* Includes Sales Tax, Stores Loading, Escalation & Economies of Scale	
Fleet (Transportation Loading)	\$5,403
Contingency	\$15,153
* Includes General Contingencies and Risk-Based Contingencies	
Total Direct Capital	\$162,909
Fringe	\$3,859
Capital Overheads (Standard)	\$38,307
* Includes Construction Overheads, Incentives, Shared Services and General & Administrative (if applicable based on estimate type & resources)	
AFUDC Debt (Standard)	\$12,305
AFUDC Equity (Standard)	\$0
Total Indirect Capital	\$54,471
TOTAL LOADED COST	\$217,381

Notes

- Direct Outside Services Breakdown

External Engineering	26,000
Construction Labor	80,640

- Direct Internal Labor Breakdown

Engineering & Design	14,118
Field Support	0

- Contingency Breakdown

General Contingencies	15,153
Risk-Based Contingencies	0

- Within IR Routing, user shall override (Standard) items as indicated above

Engineering Start Date: 02/10/2018
Construction Start Date: 02/11/2018
In-Service Date: 02/12/2018

Print Date: 01/30/2018
Print Time: 4:36 pm
Estimator: Michel Shahwan -
Tulsa
Created Date: 01/30/2018
Last Modified: 01/30/2018