

TULSA COUNTY
UTILITY RELOCATION AGREEMENT

PROJECT NO. 14300 North Memorial Bridge Project

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. 129th E. Ave. PO Box 70, Collinsville, OK 74021-4427

Hereinafter called the "Utility Company".

WITNESSETH THAT

WHEREAS, the County proposes to improve Two Bridge Culverts on N Memorial Dr. One south of Highway 20 the other south of 143rd St N.

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.

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

1. They have prepared 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.
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. They have prepared drawings showing the present, temporary and proposed location of its facilities with reference to the roadway construction reference line (CRL) and/or right of way, 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 ninety (90) days after receipt of notice from the County to do so. To inform Tulsa County 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. The Utility Company has selected and contracted 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 Tulsa County.

(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>56,738.00</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:

[Signature]
 Tulsa County Engineer

12-12-2022
 Date

Washington County RWD #3
 Name of Company
[Signature]
 By:
Chairman
 (Title)
12-12-22
 (Date)

APPROVED:
 Board of County Commissioners of
 Tulsa County, Oklahoma:

[Signature]
 Karen Keith, Chairperson



ATTEST:
[Signature]
 County Clerk Date 12/19/2022
 Approved as to Form:
[Signature] 12/15/22
 Assistant District Attorney Date

**WASHINGTON CO. RWD NO. 3
WATER LINE RELOCATION AT BRIDGE ALONG MEMORIAL
ESTIMATE OF PROBABLE PROJECT COST**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Cost</u>		<u>Unit Price</u>	<u>TOTAL PROJECT</u>	
			<u>Mat'l</u>	<u>Labor</u>		<u>Quantity</u>	<u>Extension</u>
1	Right of Way Survey, Clearing, Restoring	LF		3.00	\$ 3.00	300	\$ 900
2	Excavation (Unclassified), Bedding and Backfill	CY	20.00	20.00	\$ 40.00	100	\$ 4,000
3	12" PVC Pipe (SDR-21)	LF	40.00	24.00	\$ 64.00	240	\$ 15,360
4	12" Gate Valve & Box (MJ x MJ)	Ea.	2,200.00	600.00	\$ 2,800.00	2	\$ 5,600
5	12" Sleeve	Ea.	750.00	212.00	\$ 962.00	2	\$ 1,924
6	12" - 11.25 Degree Bend (Flanged)	Ea.	1,500.00	235.00	\$ 1,735.00	4	\$ 6,940
7	12" Restraints (Midco's)	Ea.	250.00	129.00	\$ 379.00	16	\$ 6,064
							\$ -
8	Tracer Wire and Detector Tape	LS		200.00	\$ 200.00	1	\$ 200
9	Press. Testing, Disinfection, Bac-T Testing and Final Tie-Ins	LS		1,500.00	\$ 1,500.00	1	\$ 1,500
							\$ -
	Contractor Mobilization/De-Mob	L.S.		2,500.00	\$ 2,500.00	1	\$ 2,500
	Contingencies (10%)				\$ 4,500.00	1	\$ 4,500
TOTAL CONSTRUCTION COST							\$ 49,488
	Engineering Design & Const. Admin						\$ 4,250
	Construction Observation						\$ -
	District Administrative						\$ 2,000
	Legal						\$ 1,000
TOTAL PROJECT COST							\$ 56,738

Cost Estimate Breakdown:

Materials Only	27,500
Labor + Contingency Only	21,988
Engineering Only	4,250
Other	3,000

WASHINGTON COUNTY RURAL WATER DISTRICT #3

WATER LINE RELOCATION PROJECT

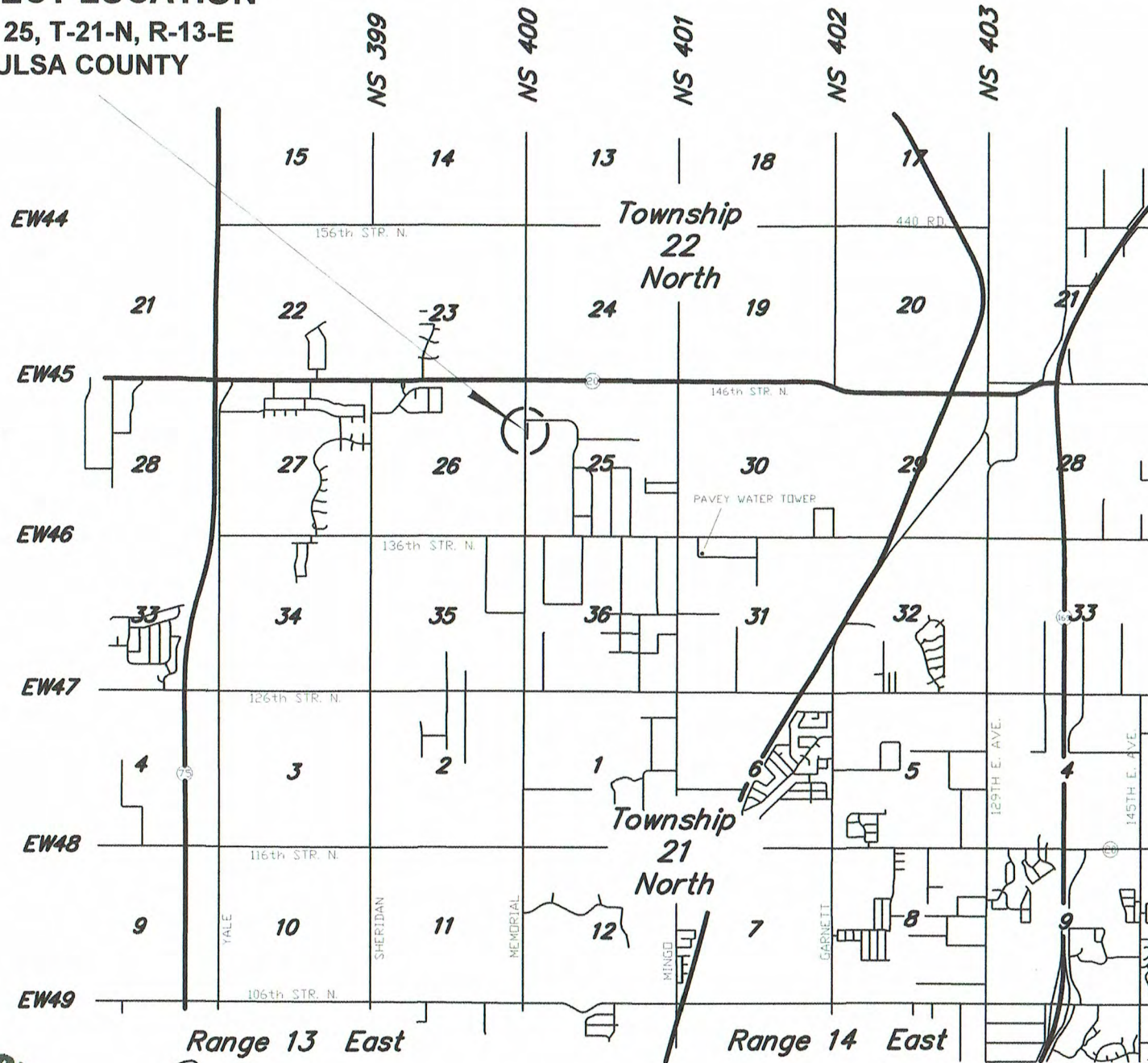
MEMORIAL BRIDGE PROJECT

Sheet No. W-1

Revision: 0

Date:
10/28/22

PROJECT LOCATION
SEC. 25, T-21-N, R-13-E
TULSA COUNTY



DRAWING INDEX:

Sheet No.	Description
W-1	Cover Sheet
W-2	General Construction Notes
W-3A	Project Site Plan
W-3	Line "A" - Station 10+40 to 12+50
W-4	Detail Sheet No. 1 - Trench Details/ Thrust Blocking



Owner:
Washington County RWD #3
17227 N. 129th E. Ave. * Collinsville, Okla. 74021 * (918) 371-2055

Water PAQ Engineering, Inc.
16853 Neel Dr. * Claremore, Okla. 74017 * (918) 605-5123
CA #4381 Expiration Date June 30, 2023



10/28/22



General Construction Notes:

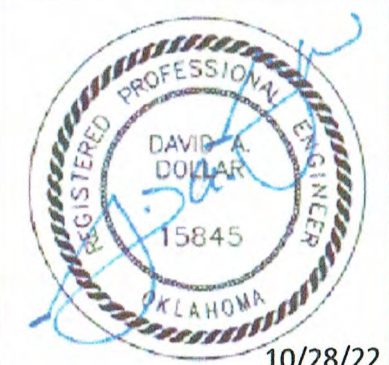
- 1 All construction shall be done in strict accordance with the applicable sections of Title 252; Chapter 626 of the Oklahoma Department of Environmental Quality Rules and Regulations.
- 2 All water distribution system work shall be in accordance with requirements of the Washington County Rural Water District No. 3 Standards.
- 3 All work performed shall meet or exceed the design included in these contract drawings and described in the applicable contract specifications.
- 4 The Contractor shall "Call Okie" at (800) 522-6543 at least 48 hours prior to any grading or excavation activities.
- 5 Install thrust blocks at all pipe fittings in accordance with attached details. All fittings shall be mechanically restrained with Midco restraints and thrust blocking.
- 6 All PVC/HDPE pipe shall be installed with a No. 12 coated copper wire as directed by RWD #3 inspectors.
- 7 No connections to existing water lines shall be made without the presence of the RWD #3 inspector.
- 8 No connections to existing water lines or meters shall be made until the proposed water line has been pressure tested, passed inspection and satisfied bacteriological testing.
- 9 Unless otherwise noted all pipe fittings shall be ductile iron.
- 10 Descriptions of each Pay Item are included in the Special Provisions section of the Contract Documents. .
- 11 Water Line Alignment and Construction Staking - No deviations will be allowed from the alignments shown in these plans without prior written agreement. Construction staking is required and must precede all work. No construction will be allowed until adequate construction staking has been completed. Contractors surveyor is responsible for coordinating with ODOT on existing control points.

- 12 The Contractor shall be responsible for all labor, tools and equipment to perform flushing, pressure testing and disinfection operations.
- 13 The Contractor shall provide all traffic control signage, devices and flagmen as may be required to safely complete the project. No separate payment for traffic control items shall be made. Traffic control items are considered incidental to the project.
- 14 All excavation is considered to be "Unclassified". No distinction or additional payment will be made for excavation in rock. The cost for excavation shall include the removal, stockpiling and replacment of existing topsoils.
- 15 Ingress and egress from the project corridor shall be by the noted easements only. If additional access points are required they will be the responsibility of the Contractor to obtain and maintain.
- 16 Grades/Other Utilities - The grades and location of all utilities shown in the plans are approximate only. It is the Contractors responsibility to confirm the location of all utilities. The plans show those locations where water line depth is expected to be more than 30-inches.

General Construction Notes

Owner:
Washington County RWD No. 3
17227 N. 129th E. Ave. * Collinsville, Okla. 74021 * (918) 371-2055

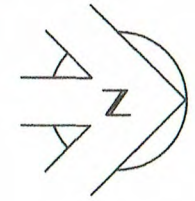
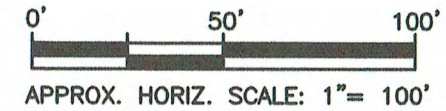
Water PAQ Engineering, Inc.
16855 NEEL DR. * CLAREMORE, OKLA. 74017 * (918) 605-5125
CA # 4581 Expiration Date June 30, 2025



10/28/22

PROJECT LOCATION

SECTION 25 TOWNSHIP 21 N, RANGE 13 E, TULSA COUNTY, OK.

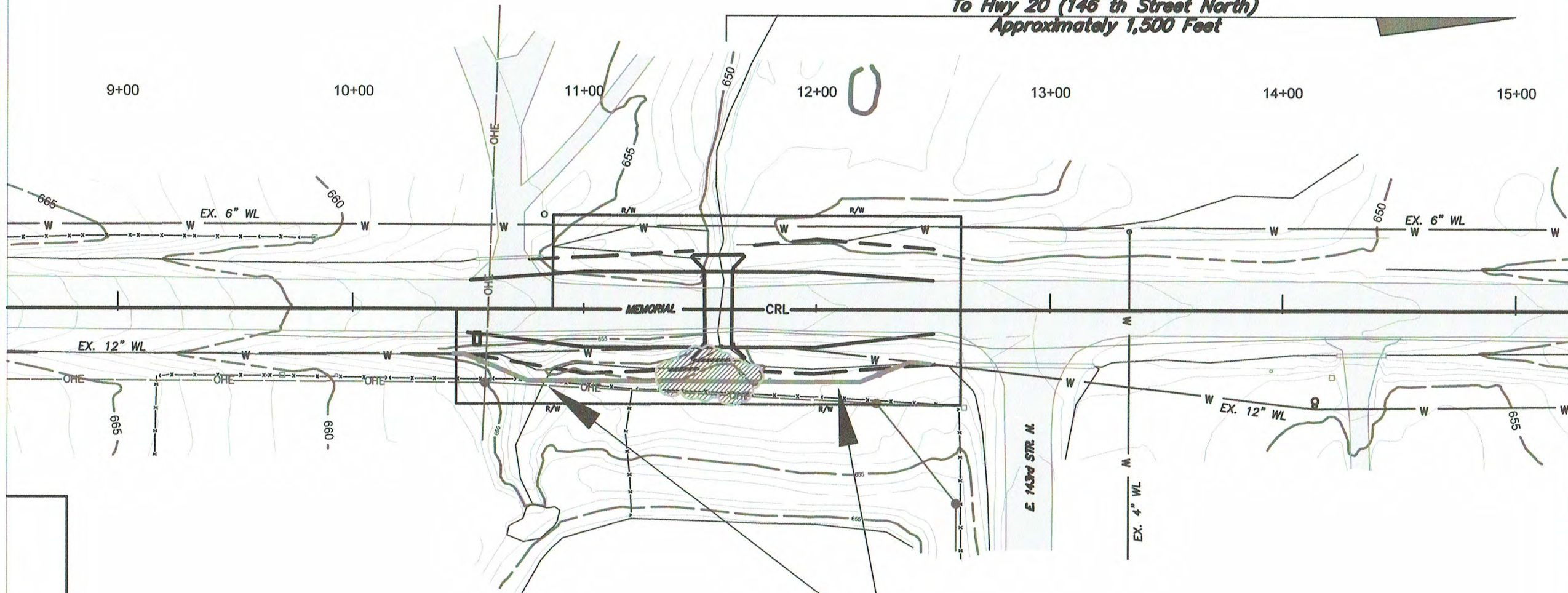


Sheet No. W-3A

Revision: 0

Date:
10/28/22

To Hwy 20 (146 th Street North)
Approximately 1,500 Feet



**PROPOSED
12" WATER LINE
RELOCATION ALONG
MEMORIAL**

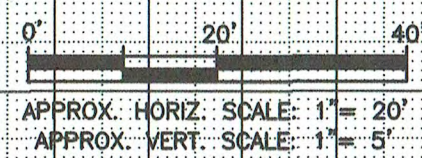
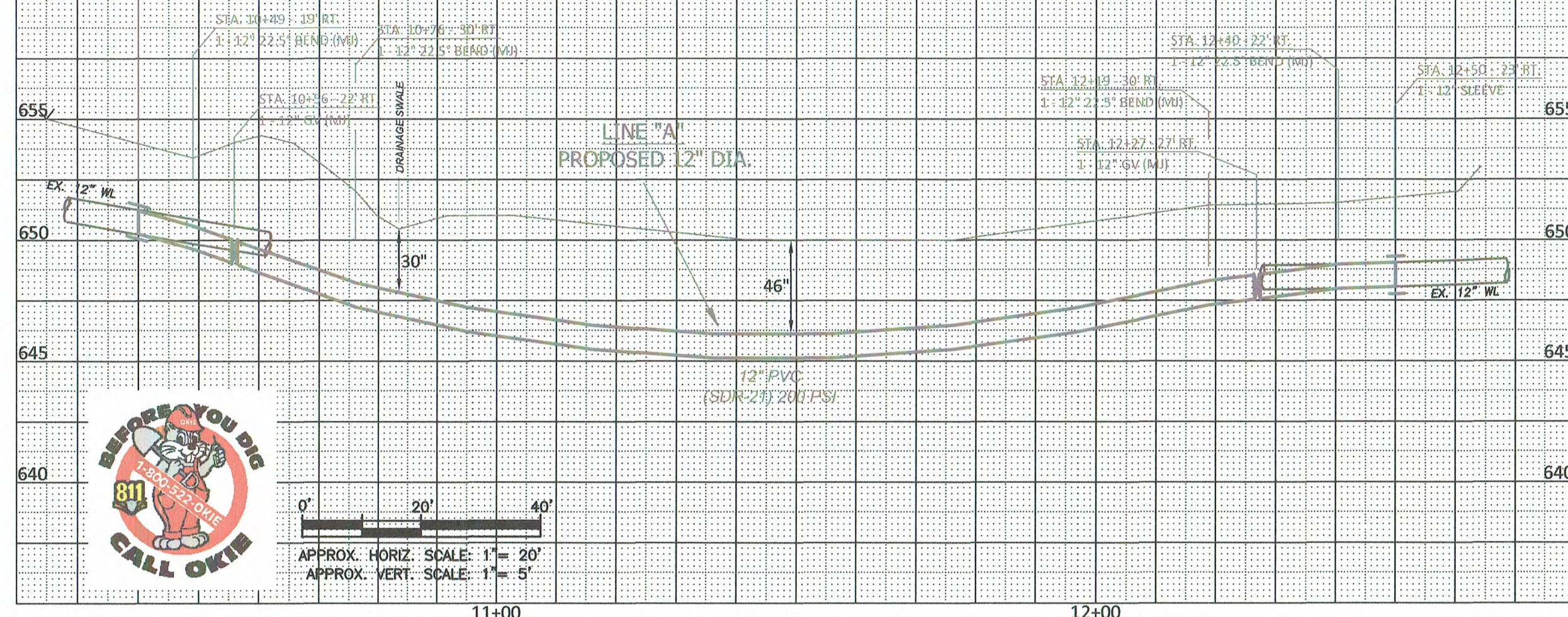
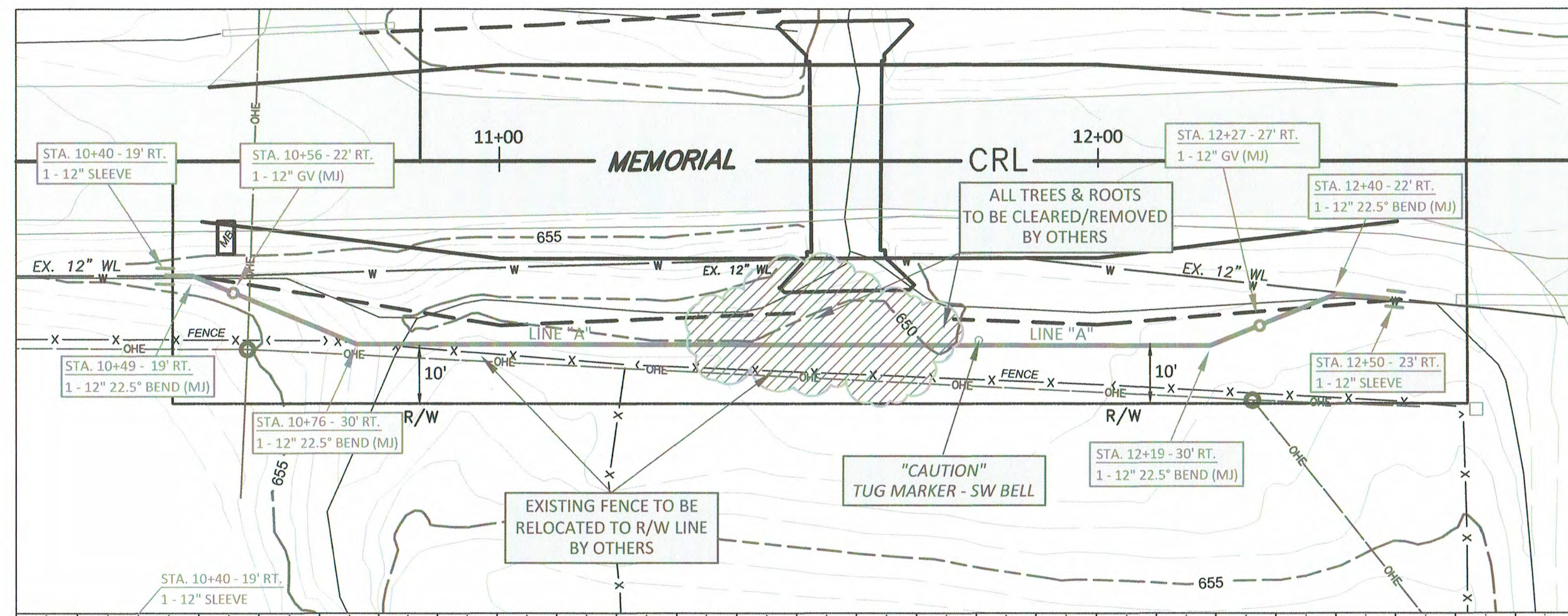
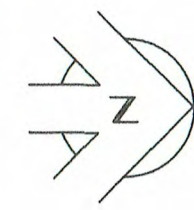
PROJECT SITE PLAN

Owner:
Washington County RWD No. 3
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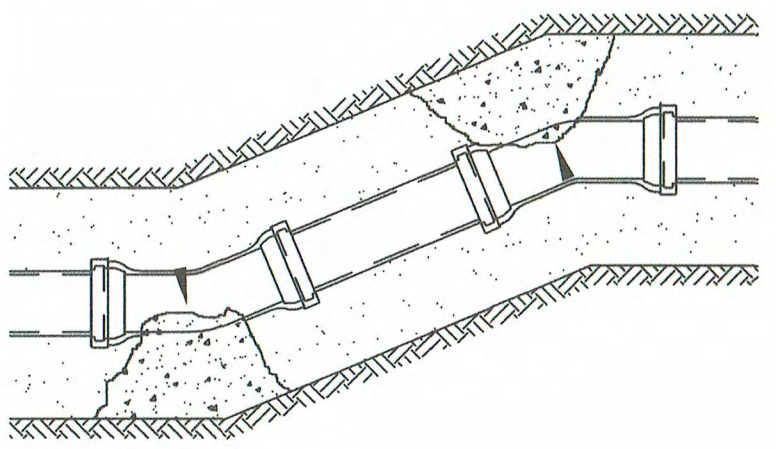
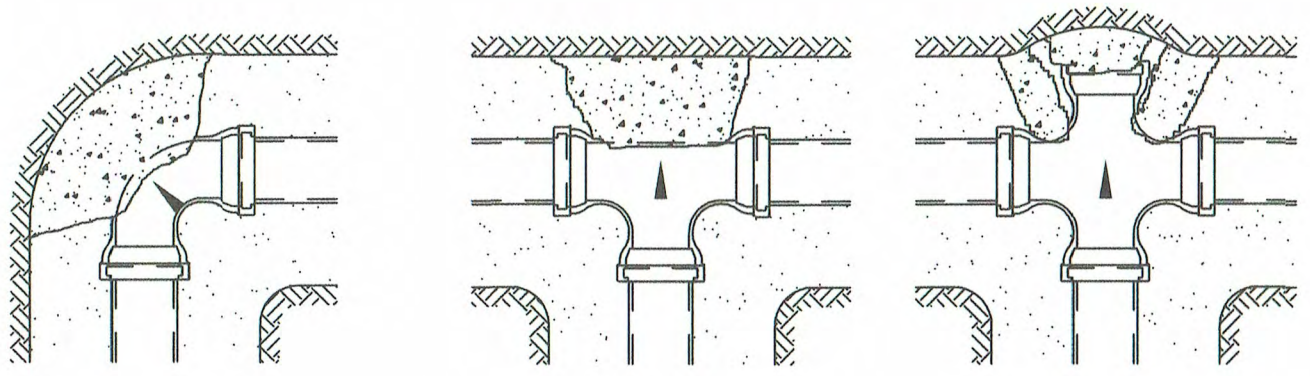


LINE "A" - PLAN AND PROFILE SHEET
 STA. 10+40 TO 12+50

Owner:
 Washington County RWD No. 3
 17227 N. 129th E. Ave. * Collinsville, Okla. 74021 * (918) 571-2055

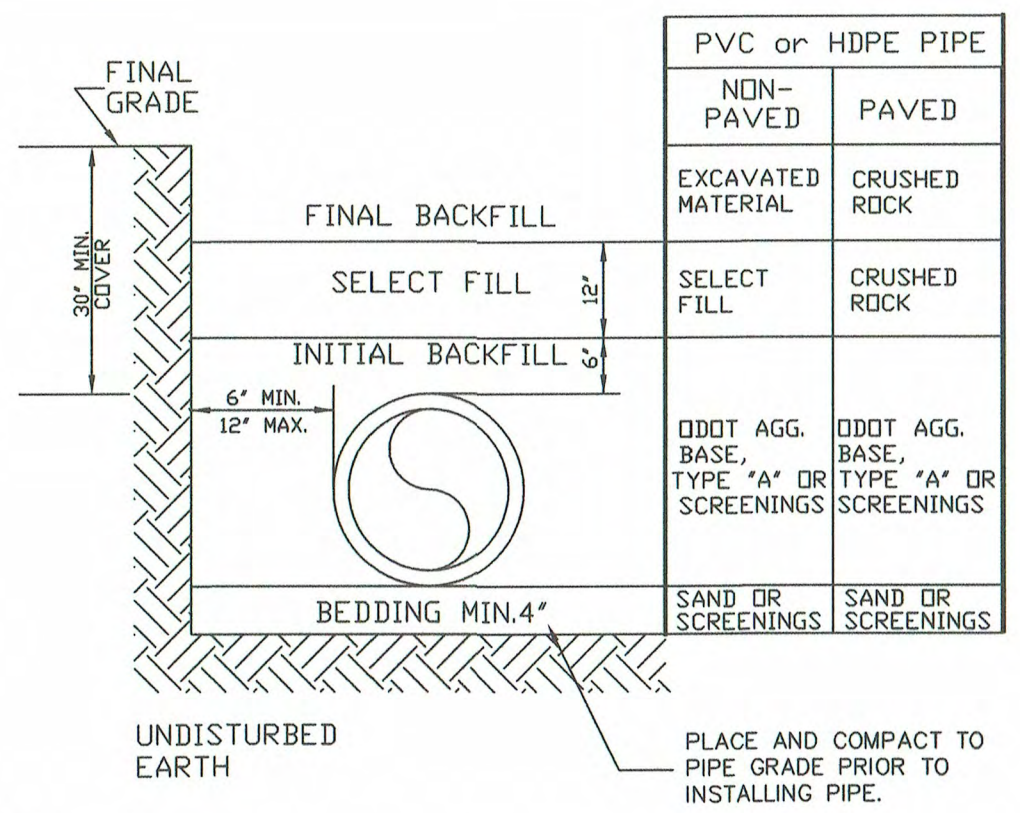
Water PAQ Engineering, Inc.
 16855 NEEL DR. * CLAREMORE, Okla. 74017 * (918) 605-5125
 CA #4581 Expiration Date June 30, 2025





THRUST BLOCK DETAILS

- NOTES:
1. ALL FITTINGS TO BE DUCTILE IRON.
 2. ALL FITTINGS TO BE RESTRAINED WITH THRUST BLOCKING AND MIDCO RESTRAINT SYSTEM.

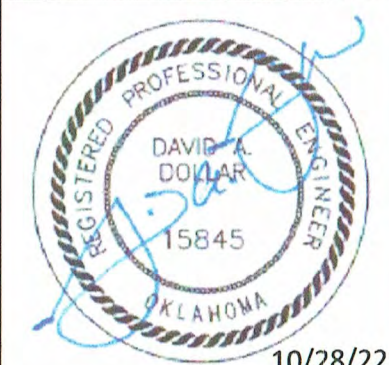


- NOTES:
1. SELECT FILL CONSISTS OF EXCAVATED MATERIALS CONTAINING NO ROCKS LARGER THAN 2 INCHES.
 2. CRUSHED ROCK SHALL BE ODOT TYPE "A" BASE
 3. COMPACTION REQUIREMENTS:
 - a. NON-PAVED AREAS: 90% MAXIMUM STANDARD PROCTOR DENSITY FOR COHESIONLESS SOILS AND 85% FOR COHESIVE SOILS.
 - b. PAVED AREAS: 95% MAXIMUM STANDARD PROCTOR DENSITY FOR COHESIONLESS SOILS.
 4. FILLS OVER 10 FEET DEEP - MATERIAL IN THE AREA FROM SELECT FILL TO BEDDING SHALL BE 3/4" CRUSHER RUN WELL GRADED.
 5. IN AREAS WHERE WATER INFILTRATION CANNOT BE CONTROLLED, BEDDING AND INITIAL BACKFILL SHALL BE MATERIAL CONFORMING TO ODOT SECTION 703.04(a).

Detail Sheet No. 1

Owner:
 Washington County RWD No. 3
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 CA # 4281 Expiration Date June 30, 2025



10/28/22