
MEMO

APPROVED
12/21/2020



DATE: December 16, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Washington County Rural Water District #3

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

On June 17, 2019, the Board of County Commissioners approved and executed a Utility Relocation Agreement on behalf of the Tulsa County Engineering Department with Washington County Rural Water District #3 for improvements to N. 127th E. Ave. over Horsepen Creek, CMF# 248134.

Submitted for your approval and execution is the attached Utility Relocation Agreement which has been revised with an updated Estimated County Cost pursuant to the competitive bids received by the Washington County Rural Water District #3. This agreement terminates and replaces the above-referenced agreement and is respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The December 21, 2020 BOCC meeting agenda.

CMF# 20203089

TULSA COUNTY
UTILITY RELOCATION AGREEMENT

PROJECT NO. 33566(04)

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of the County of Tulsa, 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 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.

- 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 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 is subject to approval and audit by Department of Transportation.

- (1) Company Share of Cost 0.00 % Estimated Company Cost \$ 0.00
- (2) County Share of Cost 100.00 % Estimated County Cost \$ 508,985.00
- (3) Lump Sum Proposal, County Cost

11. This agreement terminates the previous agreement between County and Utility Company executed June 17, 2019, and recorded in the records of the Tulsa County Clerk as CMF# 248134.

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

12-15-2020
Date

Washington County RWD #3
Name of Company
[Signature]
By:
CHAIRMAN
(Title)
12/14/2020
(Date)

APPROVED:

Board of County Commissioners of the
County of Tulsa:

[Signature]
Chairman

ATTEST:

[Signature] 12/21/2020
County Clerk Date

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.12.15 17:39:12 -06'00'
Asst. District Attorney Date



**Washington County Rural Water District No. 3
Water Line Relocation Project at Horsepen Creek
Tulsa County Project No. J/P 33566(04)**

Summary of Project Expenses

	Total
Probable Construction Cost ⁽¹⁾	\$441,485.00
Engineering (Not to Exceed) ⁽²⁾	\$24,000.00
District Services ⁽³⁾	\$5,000.00
Construction Observation	\$33,000.00
Legal (Not to Exceed)	\$3,000.00
Easements	\$2,500.00
Total Estimated Project Cost >>>>	\$508,985.00

Footnotes:

(1) See attached Bid Tabulation. Low bid amount by Creek Construction

**TABULATION OF BIDS
FOR
WATER LINE RELOCATION PROJECT
AT HORSEPEN CREEK
RURAL WATER DISTRICT NO. 3
WASHINGTON COUNTY**

BIDS RECEIVED: 2-Dec-20

**Creek Construction, LLC
4673 W. Munson Road
Skiatook, OK 74070**

**MJM Construction & Appl., LLC
P.O. Box 255
Inola, OK 74036**

**Circle B Underground, LLC
P.O. Box 868
Bristow, OK 74010**

ITEM No.	ITEM DESCRIPTION	UNIT	Qty	Engineer's Estimate		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
				UNIT COST	TOTAL COST								
1	Right of Way Survey, Clearing, Restoring	LF	2,806	\$ 3.00	\$ 8,418.00	\$ 15.00	\$ 42,090.00	\$ 11.33	\$ 31,791.98	\$ 25.00	\$ 70,150.00		
2	Excavation (Unclassified), Bedding and Backfill	CY	1,210	\$ 22.00	\$ 26,620.00	\$ 15.00	\$ 18,150.00	\$ 59.74	\$ 72,285.40	\$ 40.00	\$ 48,400.00		
3	Site Grading for Fill Areas	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,976.70	\$ 2,976.70	\$ 5,000.00	\$ 5,000.00		
4	12-Inch Diameter PVC Pipe (SDR-21)	LF	1,276	\$ 36.50	\$ 46,574.00	\$ 45.00	\$ 57,420.00	\$ 37.38	\$ 47,696.88	\$ 30.00	\$ 38,280.00		
5	6-Inch Diameter PVC Pipe (SDR-21)	LF	1,380	\$ 20.00	\$ 27,600.00	\$ 30.00	\$ 41,400.00	\$ 14.76	\$ 20,368.80	\$ 18.00	\$ 24,840.00		
6	12-inch Diameter HDPE Pipe (DR-11)	LF	247	\$ 55.00	\$ 13,585.00	\$ 75.00	\$ 18,525.00	\$ 49.78	\$ 12,295.66	\$ 30.00	\$ 7,410.00		
7	6-inch Diameter HDPE Pipe (DR-11)	LF	225	\$ 30.00	\$ 6,750.00	\$ 50.00	\$ 11,250.00	\$ 15.44	\$ 3,474.00	\$ 15.00	\$ 3,375.00		
8	2-inch Diameter HDPE Pipe (DR-11)	LF	140	\$ 20.00	\$ 2,800.00	\$ 25.00	\$ 3,500.00	\$ 6.30	\$ 882.00	\$ 15.00	\$ 2,100.00		
9	6-inch Ductile Iron (Class 50) Spools	LF	14	\$ 56.00	\$ 784.00	\$ 55.00	\$ 770.00	\$ 48.18	\$ 674.52	\$ 50.00	\$ 700.00		
10	Cased Creek Crossing - By Directional Bore 24" HDPE (DR-17)	LF	187	\$ 260.00	\$ 48,620.00	\$ 450.00	\$ 84,150.00	\$ 368.70	\$ 68,946.90	\$ 600.00	\$ 112,200.00		
11	Cased Creek Crossing - By Directional Bore 14" HDPE (DR-17)	LF	175	\$ 170.00	\$ 29,750.00	\$ 250.00	\$ 43,750.00	\$ 192.39	\$ 33,668.25	\$ 450.00	\$ 78,750.00		
12	Cased Road Crossing - By Directional Bore 16" Steel	LF	40	\$ 200.00	\$ 8,000.00	\$ 275.00	\$ 11,000.00	\$ 447.47	\$ 17,898.80	\$ 600.00	\$ 24,000.00		
13	Cased Road Crossing - By Directional Bore 6" Steel	LF	74	\$ 100.00	\$ 7,400.00	\$ 75.00	\$ 5,550.00	\$ 204.05	\$ 15,099.70	\$ 100.00	\$ 7,400.00		
14	12" Gate Valve (Flanged) with Box and Lid	EA	3	\$ 2,300.00	\$ 6,900.00	\$ 2,500.00	\$ 7,500.00	\$ 4,433.81	\$ 13,301.43	\$ 3,000.00	\$ 9,000.00		
15	12" Gate Valve (Flg x MJ) with Box and Lid	EA	2	\$ 2,300.00	\$ 4,600.00	\$ 2,500.00	\$ 5,000.00	\$ 4,578.10	\$ 9,156.20	\$ 3,000.00	\$ 6,000.00		
16	6" Gate Valve (Flanged) with Box and Lid	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,638.13	\$ 4,914.39	\$ 1,000.00	\$ 3,000.00		
17	6" Gate Valve (Flg x MJ) with Box and Lid	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,625.21	\$ 8,126.05	\$ 1,000.00	\$ 5,000.00		
18	2" Gate Valve (Threaded) with Box and Lid	EA	2	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 853.51	\$ 1,707.02	\$ 600.00	\$ 1,200.00		
19	12" Tee (Flanged)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 4,187.32	\$ 4,187.32	\$ 2,700.00	\$ 2,700.00		
20	12" x 12" x 6" Tee (Flanged)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,900.00	\$ 3,800.00	\$ 4,923.98	\$ 9,847.96	\$ 3,500.00	\$ 7,000.00		
21	12" x 6" Reducer (Flanged)	EA	1	\$ 900.00	\$ 900.00	\$ 850.00	\$ 850.00	\$ 1,770.07	\$ 1,770.07	\$ 1,000.00	\$ 1,000.00		
22	12" Sleeves	EA	4	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 620.76	\$ 2,483.04	\$ 400.00	\$ 1,600.00		
23	12" 90 Degree Bend (MJ x MJ)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,600.00	\$ 3,200.00	\$ 1,255.80	\$ 2,511.60	\$ 900.00	\$ 1,800.00		
24	12" 90 Degree Bend (Flanged)	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,600.00	\$ 1,600.00	\$ 2,708.40	\$ 2,708.40	\$ 1,800.00	\$ 1,800.00		
25	12" 45 Degree Bend (Flanged)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,400.00	\$ 2,800.00	\$ 2,257.59	\$ 4,515.18	\$ 1,800.00	\$ 3,600.00		
26	12" 11.25 Degree Bend (Flanged)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,400.00	\$ 2,800.00	\$ 2,229.95	\$ 4,459.90	\$ 1,800.00	\$ 3,600.00		
27	12" - HDPE MJ Adapters	EA	2	\$ 400.00	\$ 800.00	\$ 900.00	\$ 1,800.00	\$ 498.64	\$ 997.28	\$ 600.00	\$ 1,200.00		
28	12" - HDPE Trench Wall Anchors	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 793.62	\$ 1,587.24	\$ 2,500.00	\$ 5,000.00		
29	12" Adaptor (Flange x MJ)	EA	4	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00	\$ 700.53	\$ 2,802.12	\$ 600.00	\$ 2,400.00		
30	12" Bell Joint Restraints	EA	8	\$ 250.00	\$ 2,000.00	\$ 300.00	\$ 2,400.00	\$ 500.57	\$ 4,004.56	\$ 400.00	\$ 3,200.00		
31	12" Midco Restraints	EA	17	\$ 250.00	\$ 4,250.00	\$ 250.00	\$ 4,250.00	\$ 304.47	\$ 5,175.99	\$ 250.00	\$ 4,250.00		
32	6" Tee (Flanged)	EA	3	\$ 700.00	\$ 2,100.00	\$ 550.00	\$ 1,650.00	\$ 874.12	\$ 2,622.36	\$ 700.00	\$ 2,100.00		
33	6" x 2" Service Saddle	EA	1	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 244.11	\$ 244.11	\$ 200.00	\$ 200.00		
34	6" 90 Degree Bend (MJ x MJ)	EA	3	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00	\$ 305.08	\$ 915.24	\$ 300.00	\$ 900.00		
35	6" 45 Degree Bend (MJ x MJ)	EA	1	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 281.23	\$ 281.23	\$ 300.00	\$ 300.00		
36	6" 45 Degree Bend (Flanged)	EA	3	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00	\$ 512.88	\$ 1,538.64	\$ 300.00	\$ 900.00		
37	6" 11.25 Degree Bend (MJ x MJ)	EA	1	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 258.64	\$ 258.64	\$ 300.00	\$ 300.00		
38	6" 11.25 Degree Bend (Flanged)	EA	3	\$ 400.00	\$ 1,200.00	\$ 450.00	\$ 1,350.00	\$ 590.60	\$ 1,771.80	\$ 300.00	\$ 900.00		
39	6" - HDPE MJ Adapters	EA	2	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 230.52	\$ 461.04	\$ 600.00	\$ 1,200.00		
40	6" - HDPE Trench Wall Anchors	EA	2	\$ 250.00	\$ 500.00	\$ 700.00	\$ 1,400.00	\$ 323.78	\$ 647.56	\$ 2,500.00	\$ 5,000.00		
41	6" Adaptor (Flange x MJ)	EA	7	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 221.06	\$ 1,547.42	\$ 300.00	\$ 2,100.00		
42	6" Sleeves	EA	4	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00	\$ 242.60	\$ 970.40	\$ 300.00	\$ 1,200.00		
43	6" Blind Flange with 2" Threaded Outlet	EA	1	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 300.25	\$ 300.25	\$ 300.00	\$ 300.00		
44	6" Restraints (Mega-Lug)	EA	4	\$ 100.00	\$ 400.00	\$ 150.00	\$ 600.00	\$ 140.41	\$ 561.64	\$ 100.00	\$ 400.00		
45	6" Bell Joint Restraints	EA	8	\$ 100.00	\$ 800.00	\$ 150.00	\$ 1,200.00	\$ 200.01	\$ 1,600.08	\$ 120.00	\$ 960.00		
46	6" Midco Restraints	EA	25	\$ 100.00	\$ 2,500.00	\$ 150.00	\$ 3,750.00	\$ 137.51	\$ 3,437.75	\$ 60.00	\$ 1,500.00		
47	2" 90 Degree Bend (MJ x MJ)	EA	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 419.21	\$ 419.21	\$ 300.00	\$ 300.00		

**TABULATION OF BIDS
FOR
WATER LINE RELOCATION PROJECT
AT HORSEPEN CREEK
RURAL WATER DISTRICT NO. 3
WASHINGTON COUNTY**

BIDS RECEIVED: 2-Dec-20

**Creek Construction, LLC
4673 W. Munson Road
Skiatook, OK 74070**

**MJM Construction & Appl., LLC
P.O. Box 255
Inola, OK 74036**

**Circle B Underground, LLC
P.O. Box 868
Bristow, OK 74010**

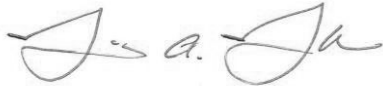
Engineer's Estimate

ITEM No.	ITEM DESCRIPTION	UNIT	Qty	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
48	2" Sleeves	EA	2	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 306.48	\$ 612.96	\$ 300.00	\$ 600.00
49	2" Ford Pack Joint Coupling (Model C87-77)	EA	4	\$ 150.00	\$ 600.00	\$ 300.00	\$ 1,200.00	\$ 242.95	\$ 971.80	\$ 300.00	\$ 1,200.00
50	2" Brass Nipple (6" Long)	EA	1	\$ 70.00	\$ 70.00	\$ 100.00	\$ 100.00	\$ 73.34	\$ 73.34	(2) \$ 50.00	\$ 50.00
51	2" - HDPE Trench Wall Anchors	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 295.10	\$ 590.20	\$ 2,500.00	\$ 5,000.00
52	Flushing Hydrant Assembly including related Appurt.	EA	1	\$ 2,800.00	\$ 2,800.00	\$ 3,700.00	\$ 3,700.00	\$ 5,922.50	\$ 5,922.50	\$ 800.00	\$ 800.00
53	Tracer Wire and Detector Tape	LS	1	\$ 529.00	\$ 529.00	\$ 700.00	\$ 700.00	\$ 1,543.87	\$ 1,543.87	\$ 1,000.00	\$ 1,000.00
54	Pressure Testing, Disinfection, Bac-T Testing and Final Tie-ins	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,759.50	\$ 3,759.50	\$ 2,500.00	\$ 2,500.00
55	6-Wire Barbed Right of Way Fence (ODOT Standard)	LF	1,130	\$ 10.00	\$ 11,300.00	\$ 11.00	\$ 12,430.00	\$ 15.40	\$ 17,402.00	\$ 6.00	\$ 6,780.00
TOTAL BASE BID					\$ 317,850.00		\$ 441,485.00		\$ 460,768.88		\$ 522,445.00

Footnotes:

- (1) Extension price shown at \$2,622.38. The corrected amount per written words is \$2,622.36.
- (2) Extension price shown at \$73.31. The correct amount per written words is \$73.34.

We the undersigned hereby certify that this is a true and correct tabulation of the Proposals received by Washington County RWD #3 on the 2nd day of December 2020



David A. Dollar, P.E.
Oklahoma Registration No.15845