

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
UTILITY RELOCATION AGREEMENT**

PROJECT NO. IMY-0035(2)288UT      JOB PIECE NO. 09031 UTILITIES 07 COUNTY Cleveland

THIS AGREEMENT, made and entered into by and between the Department of Transportation acting for and on behalf of the State of Oklahoma, hereinafter called the "State" and the Norman Utilities Authority

ADDRESS 201-C West Gray, Norman, OK 73069 or PO Box 370, Norman, OK 73070

hereinafter called the "Utility Owner".

WITNESS TO THAT

**WHEREAS**, the State proposed to improve Interstate Highway No. 35 and such improvements will necessitate rearrangement of facilities by said Utility Owner (state scope and nature of work on reverse side), and

**WHEREAS**, it is understood that if said project is to be financed in part 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 improvement are reimbursable to the State in such amounts and forms as are proper and eligible for payment from Federal Funds. Reference is made to U.S. Department of Transportation, Code of Federal Regulations, Title 23, Parts 645A, 645B and 635.410, included in the Right-of-Way and Utilities Division Policies and Procedures, and

**WHEREAS**, it is understood that Title 69, O. S., § 1205 and 1403 each as amended, define the extent to which the State and the Utility Owner may be obligated in the costs of utility rearrangements, and the 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 State reserves the right to cancel this Agreement at any time prior to the beginning of the adjustment or relocation of the facilities of this Utility Owner, and

**WHEREAS**, the State agrees to pay the Utility Owner for the proportionate share of the actual cost to prepare approved preliminary engineering 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 Owner agrees:

1. To prepare a detailed estimate of the cost of work to be performed in accordance with the Department's Right-of-Way and Utilities Division Policies and Procedures, 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. To include the costs for backfill and compaction of any trenches or holes within the right-of-way limits in the estimate of costs. The backfill will be placed and compacted to a density as directed by the Resident Engineer/Manager, but will not be compacted to less than that of the adjacent soil.
3. Any and all existing fencing that may require alteration during the utility relocation process shall be restored to its original condition during and after the time of utility relocation/rearrangement. It is the responsibility of the utility owner to insure that the integrity of the fencing is not compromised at any time to an extent in which it prevents the fencing from performing its intended purpose.
4. To prepare drawings showing the present, temporary and proposed location of its facilities with reference to the centerline of survey and/or the new or existing right-of-way lines using highway stationing in both plan and profile. Delineate details, including date of installation, class, and type of present facility. To comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (DEQ) requirements for pollution prevention, including discharges from storm water runoff on this project. Further, agrees to secure a Storm Water Permit from the DEQ, when required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plans and the appropriate location map contained in the plans constitute the Storm Water Management Plan for the project previously described in the document. Agrees to have daily operational control of those activities, at the site, necessary to ensure compliance with plan requirements and permit conditions. Agrees to file the Notice of Intent (NOI), when required, for a general construction Oklahoma Pollutant Discharge Elimination System Permit with DEQ, which authorizes discharges of storm water associated with construction activity from the project site identified in this document. Such drawings will be attached to and become a part of this agreement.
5. To begin the process of 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 thirty (30) days after receipt of notice from 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/Manager of: (1) The proposed starting date, prior to commencing work, and continually maintaining liaison with his/her office for the duration of the physical relocation; (2) The materials to be disposed of by scrapping, or sale, and to inform him/her of a time and place for his/her inspection thereof; (3) The date work is completed.
6. Compliance with the Buy America Requirements:

A. In accordance with the BUY AMERICA requirements of the Federal Regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes, including the application of coating, for predominantly steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States.

A produce is considered to manufactured "predominantly of steel and iron" if the project is at least 90% steel or iron content (measured by weight) when it is delivered to the job site for installation. For clarification, a job site includes the sites where precast concrete projects are manufactured.

"All manufacturing processes" are defined as any process required to change the raw ore or scrap metal into the finished steel or iron project (smelting, rolling, extruding, bending, etc.).

"Coating" is defined as any process which protects or enhances the value of the steel or iron produce to which the coating is applied (epoxy, galvanizing, painting, etc.).

Products of steel include, but are not limited to, such products as steel pipe, steel encasement, reinforced concrete pipe, steel electrical poles, conductor wire, etc. Products of iron include, but are not limited to, such products as ductile iron pipe. The coating material is not limited to this clause, only the application process.

The following materials are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Raw Materials (iron ore or alloys)
- Scrap
- Pig Iron
- Processed, pelletized, and reduced iron ore material
- Aluminum
- Brass
- Copper

For recycled steel, only the manufacturing processes to produce steel products must occur domestically beginning at the point where the recycled steel is melted.

B. Minimal Use Request - The federal regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct certain highway products and manufactured products that are not predominately steel or iron if the cost of such materials used does not exceed one tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater. The value of any foreign material to be used includes the cost of the material as well as any shipping and taxes.

The Contractor/Utility Owner must submit a written request to the Resident Engineer which includes the origin and value of any foreign material to be used. This request must be submitted prior to the work being performed.

C. Compliance with Buy American Requirements - The Contractor/Utility Owner's responsibility for meeting the Buy America requirements are as follows:

- a) Before any work begins that incorporates steel or iron products into the project, the contractor shall submit a project specific certification letter stating that all manufacturing processes involved with the production of these projects will occur in the United States, along with project specific certification letters from each subcontractor and supplier of steel or iron products for the project.
- b) For each steel or iron product, the contractor/subcontractor/Utility Owner will be responsible for providing to the Department all documentation required to verify that each product complies with Buy America. The Contractor/Utility Owner must also provide a completed "**Certificate of Materials Origin**" form for each steel or iron product incorporated into the project.
- c) The "**Certificate of Materials Origin**" form is attached to this agreement as "**Exhibit B**". Records shall be maintained by the Contractor/Utility Owner and the Department. The certification shall include a signed mill test report and/or a signed certification by **EACH** supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of the coating, performed on the steel or iron project has been carried out in the United States in accordance with the requirements

of the corresponding category listed below. In most instances, determination of compliance with Buy America requirements should be achieved prior to incorporating the project into the work. If not, the Resident Engineer will be responsible for withholding payment for this work until compliance has been determined.

- d) The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
7. a. That no contract with any individual will be entered into without meeting the requirements of the Department's Right-of-Way and Utilities Division Policies and Procedures.
- b. That contract work for technical services, professional services or other labor classifications involved in the rearrangement of the facility 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 work with its own forces." **Proper approval must be obtained in accordance with the Right-of-Way and Utilities Division Policies and Procedures prior to executing a contract with any outside firm or or continuing contractor.**
8. To submit to the State, within six (6) months after satisfactory completion of rearrangement of their facilities under this Agreement, a claim using *ODOT Claim Form 324A*, with a certified statement of costs in accordance with the provisions of the aforementioned memorandums.

It is understood this Agreement does not change the rights or obligations of the Utility Owner as they exist in accordance with present State Law.

In consideration of the faithful performance by the Utility Owner of the foregoing, the State agrees:

To reimburse the Utility Owner for the actual costs of work completed, prorated on the basis of the following percentage or for the lump sum as proposed:

(1) Utility Owner Share of Cost	0.00%	_____ %.	Estimated Utility Owner Cost	\$ 0.00
(2) State Share of Cost	100.00%	_____ %.	Estimated State Cost	\$ 146,650.00
<b><u>OR</u></b>				
(3) Lump Sum Proposal			State Cost	\$ _____

Nothing herein shall in any way be construed to relieve the Utility Owner from its liability, if any, for payment of a portion of these costs pursuant to 69 O.S. 2001 § 1205, as amended.

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

APPROVAL RECOMMENDED:

\_\_\_\_\_  
Resident Engineer/Manager Date

\_\_\_\_\_  
Division Engineer Date

\_\_\_\_\_  
Chief, Right-of-Way & Utilities Division Date

Norman Utilities Authority  
\_\_\_\_\_  
Name: Utility Owner

\_\_\_\_\_  
Signature: Utility Owner/Agent Date

\_\_\_\_\_  
Title: Utility Owner/Agent

DEPARTMENT OF TRANSPORTATION FOR THE  
STATE OF OKLAHOMA (ACTING FOR AND ON  
BEHALF OF THE STATE OF OKLAHOMA)

\_\_\_\_\_  
By: Director Date

(State scope and nature of work in space provided below)

Relocate existing 12-inch waterline crossing State Highway 9 at Station 681+40 on the west side of of 24th Ave

SW by constructing approximately 360 LF of PVC waterline with steel encasement as per Waterline Agreement #3,

Item 3 (Waterline A).

# CERTIFICATE OF MATERIALS ORIGIN

PROJECT NUMBER		CONTRACT ID	
ITEM DESCRIPTION		BID ITEM NUMBER	
INVOICE NUMBER		QUANTITY	
DATE RECEIVED		BILL OF LADING NUMBER	

MATERIALS SOURCE (NAME AND ADDRESS) TO INCLUDE EACH SUPPLIER, FABRIACATOR, AND MANUFACTURER INCLUDING HEAT/BATCH NUMBER IF AVAIALBLE.

MATERIALS DESCRIPTION

DESCRIPTION OF MATERIALS OF UNKNOWN ORIGIN OR FOREIGN MATERIALS DELIVERED TO THE PROJECT

Exhibit B

This certification is made for the purpose of establishing the materials acceptance under the Buy America Certification ( 23CFR 635.410) and the Contract Special Provisions. All iron and steel manufacturing processes, including protective coating, for the domestic materials described above occurred in the United State of America.

Manufacturer's certificates verify the origin above described in the domestic materials will be kept on file for three years by the supplier following the final payment. Copies will be provided to the Oklahoma Department of Transportations upon their request: I declare under the penalty of perjury under the Oklahoma and Federal Laws that the foregoing is true and correct;

Company Name and Address	Authorized Representative
	<p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Date:</p>



**ENGINEER'S ESTIMATE FOR RELOCATION OF WATER LINE  
RELOCATION OF WATER LINE "A" ACROSS I-35  
AGREEMENT #3 (Waterline near 24th and SH 9)**

Item No.	DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE	
				UNIT COST	TOTAL COST
1	12" C-900 PVC AWWA PIPE - CLASS 200, DR 14 - OPEN TRENCH	L.F.	180	\$ 85.00	\$ 15,300.00
2	24" C-905 PVC AWWA PIPE - CLASS 200, DR 21 - OPEN TRENCH	L.F.	0	\$ 155.00	\$ -
3	30" DIPS HDPE - 200 PSI - DR11	L.F.	0	\$ 125.00	\$ -
4	24" BORING & STEEL ENCASEMENT, INCLUDING 12" C-900 PVC CARRIER PIPE	L.F.	182	\$ 330.00	\$ 60,060.00
5	36" BORING & STEEL ENCASEMENT, INCLUDING 30" DIPS HDPE - 200 PSI - DR11	L.F.	0	\$ 1,100.00	\$ -
6	12" WATERLINE ABANDONMENT	L.F.	325	\$ 2.20	\$ 715.00
7	24" WATERLINE ABANDONMENT	L.F.	0	\$ 9.00	\$ -
8	NEW FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE AND BOX	EA.	1	\$ 3,700.00	\$ 3,700.00
9	REMOVAL OF FIRE HYDRANT	EA.	1	\$ 500.00	\$ 500.00
10	12" X 22.5° BEND (MJ)	EA.	0	\$ 700.00	\$ -
11	12" X 45° BEND (MJ)	EA.	6	\$ 900.00	\$ 5,400.00
12	12" X 90° BEND (MJ)	EA.	0	\$ 1,100.00	\$ -
13	30" X 45° HDPE 3-SEGMENT BEND (BUTT WELDED)	EA.	0	\$ 4,000.00	\$ -
14	12" X 6" TEE (MJ)	EA.	1	\$ 1,500.00	\$ 1,500.00
15	24" X 12" TEE (MJ)	EA.	0	\$ 3,000.00	\$ -
16	30" X 24" PVC REDUCER (MJ)	EA.	0	\$ 5,000.00	\$ -
17	12" WET CONNECTION	EA.	2	\$ 1,850.00	\$ 3,700.00
18	24" WET CONNECTION	EA.	0	\$ 9,650.00	\$ -
19	12" GATE VALVE & BOX	EA.	1	\$ 2,000.00	\$ 2,000.00
20	24" BUTTERFLY VALVE & BOX	EA.	0	\$ 16,000.00	\$ -
21	CRUSHED ROCK FOR UNSTABLE FOUNDATION MATERIAL	C.Y.	30	\$ 50.00	\$ 1,500.00
22	CRUSHER RUN BACKFILL MATERIAL	C.Y.	28	\$ 50.00	\$ 1,400.00
23	4" AIR RELEASE - AIR / VACUUM COMBINATION VALVE AND VAULT	EA.	0	\$ 5,000.00	\$ -
24	12" FLUSHING HYDRANT	EA.	0	\$ 2,000.00	\$ -
25	2" CORPORATION STOP	EA.	0	\$ 415.00	\$ -
26	2" WATER SERVICE LINE CONNECTION	EA.	0	\$ 1,500.00	\$ -
27	PORTLAND CEMENT CONCRETE PAVEMENT - REMOVE AND REPLACE	S.Y.	85	\$ 125.00	\$ 10,625.00
28	ASPHALT PAVEMENT - REMOVE AND REPLACE	S.Y.	0	\$ 115.00	\$ -
29	CONCRETE CURB AND GUTTER - REMOVE AND REPLACE	L.F.	55	\$ 50.00	\$ 2,750.00
30	SLAB SODDING	S.Y.	200	\$ 4.00	\$ 800.00
31	MOBILIZATION	L.S.	1	\$ 10,000.00	\$ 10,000.00
32	TRENCH SAFETY	L.S.	1	\$ 5,000.00	\$ 5,000.00
33	CONSTRUCTION STAKING	L.S.	1	\$ 2,500.00	\$ 2,500.00
34	TEMPORARY SEDIMENTATION AND EROSION CONTROL SYSTEM	L.S.	1	\$ 1,200.00	\$ 1,200.00
35	HYDROSTATIC PRESSURE TESTING AND DISINFECTION	L.S.	1	\$ 4,000.00	\$ 4,000.00
	CONSTRUCTION				\$ 132,650.00
	Engineering				\$ 12,000.00
	Inspection				\$ 2,000.00
	<b>TOTAL ESTIMATE</b>				<b>146,650.00</b>