

**AGREEMENT FOR WATERLINE RELOCATION,
CONSTRUCTION ADMINISTRATION, AND COST REIMBURSEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 2026 between the Board of County Commissioners of Tulsa County, Oklahoma, (“County”), and the Broken Arrow Municipal Authority, Tulsa County, Oklahoma, (“BAMA”). County and BAMA may be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to 69 O.S. § 1903(B), a county and a municipality may contract with each other to construct, improve, repair, or maintain roads, streets, or highways; and

WHEREAS, pursuant to 74 O.S. § 1008, public agencies may contract with one another to perform governmental services, activities, or undertakings which either public agency is authorized by law to perform, provided such contract is authorized by the governing body of each Party; and

WHEREAS, the County desires to participate in projects that are mutually advantageous to the County and other units of Government; and

WHEREAS, the County desires to participate in projects that are mutually advantageous to the County and other units of Government; and

WHEREAS, County is undertaking roadway improvements on East 51st Street South between South 177th East Avenue and South 193rd East Avenue, including the roundabout and related roadway appurtenances (the “Roadway Project”);

WHEREAS, BAMA owns, operates, or has responsibility for certain public waterline facilities located within or affected by the Roadway Project corridor, and certain such facilities must be relocated, adjusted, protected, or reconstructed in connection with the Roadway Project (the “Waterline Work”); and

WHEREAS, the Parties desire to define their respective responsibilities for design, rights-of-way and easements, bidding, construction administration, funding, ownership, acceptance, and closeout of the Waterline Work;

Therefore, in consideration of the covenants and conditions hereinafter contained the parties hereto agree as follows:

1. BAMA shall be responsible, at its sole cost, for preparation, review, and final approval of the plans and specifications for the Waterline Work. County shall not advertise, bid, or authorize construction of the Waterline Work until BAMA has approved the final plans and specifications for the Waterline Work in writing. Any betterments, upgrades, upsizing, or scope enhancements beyond relocation or adjustment reasonably required by the Roadway Project must be separately identified and expressly approved in writing by BAMA, and the incremental cost thereof shall be borne by BAMA unless otherwise agreed in a written amendment.

2. County shall be responsible, at its sole cost, for preparation of the roadway plans and specifications for the Roadway Project, excluding the Waterline Work plans described in Section 1 above. County shall coordinate the Roadway Project plans with BAMA sufficiently to avoid conflicts between the Roadway Project and the Waterline Work.
3. County shall be responsible for acquiring such roadway right-of-way and temporary construction easements as are necessary for the Roadway Project. BAMA agrees to prepare plans and specifications of the Waterline work within the existing Rights of Way. County shall administer bidding and award of the construction contract for the Roadway Project, including the Waterline Work, in accordance with applicable law.
4. Subject to the terms of this Agreement, BAMA shall reimburse County for the actual, reasonable, documented, and properly allocable costs of the Waterline Work, in an amount not to exceed One Million Two Hundred and Ninety Five Thousand and Two Hundred and Seventy Dollars and No/100 (\$1,295,270.00) (the "Waterline Construction Funding"), unless increased by written amendment executed by both Parties. For avoidance of doubt, BAMA shall not be responsible for costs attributable solely to the roadway portion of the Roadway Project.
5. Following bid opening and prior to issuance of a notice to proceed for the Waterline Work, County shall provide BAMA with the bid tabulation, County's allocation of the bid amount attributable to the Waterline Work, and any recommendation for award. After award and before commencement of the Waterline Work, County may invoice BAMA for the awarded construction amount attributable to the Waterline Work. BAMA shall pay any undisputed invoice under this Section within thirty (30) days after receipt. County shall use BAMA funds received under this Agreement solely for costs attributable to the Waterline Work.
6. BAMA's onsite Contract Administrator shall serve as the designated representative and have the authority for change order, field order, construction change directive, or other modification affecting the cost, scope, alignment, material, size, location, or design of the Waterline Work. In the absence of BAMA's contract administrator any emergency work reasonably necessary to protect public health, safety, or property may proceed without prior written approval, but County shall notify BAMA as soon as practicable and shall provide supporting documentation for any related reimbursement request.
7. County shall submit invoices and all supporting documentation to BAMA's designated representative at the address set forth in the notice provision of this Agreement, or to such other address as BAMA may designate in writing. Supporting documentation shall include, as applicable, bid tabulations, contractor pay applications, executed change orders, quantity summaries, and such additional backup as BAMA may reasonably request to substantiate the amounts invoiced. Within sixty (60) days after final completion and acceptance of the Waterline Work, County shall provide BAMA a final accounting of all Waterline Work costs, together with any remaining supporting documentation. Any BAMA funds remaining after payment of all allowable Waterline Work costs shall be refunded to BAMA within thirty (30) days after such final accounting.
8. BAMA shall designate a contract administrator or project representative for the Waterline Work. BAMA's representative shall be responsible for review of submittals relating to the Waterline

Work, coordination with County, and approval or rejection of proposed changes affecting the Waterline Work.

9. County shall designate a project manager or other authorized representative to coordinate the Roadway Project and the Waterline Work, administer the construction contract, and serve as the primary County point of contact during construction. County shall provide BAMA reasonable advance notice of construction meetings, schedule changes, utility conflicts, and any issue likely to affect the Waterline Work.
10. Neither Party may assign this Agreement, or any rights, duties, or obligations arising under this Agreement, without the prior written consent of the other Party. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person or entity not a Party hereto.
11. This Agreement shall become effective upon approval by the governing body of each Party and execution by the authorized representatives of each Party. Unless sooner terminated in accordance with this Agreement, this Agreement shall remain in effect until completion and final acceptance of the Waterline Work and final reconciliation of all amounts due between the Parties.
12. The Parties are separate public agencies and nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or separate legal entity between them. Each Party shall be solely responsible for its own acts and omissions and those of its officers, employees, agents, contractors, and representatives, all as provided by applicable law. Consistent with 69 O.S. § 1903(B), no Party shall be liable for the acts or omissions of the other Party or for failure to inspect or supervise the performance of the other Party.
13. BAMA's Contract Administrator shall cause the Waterline Work to be constructed in substantial accordance with the plans and specifications approved by BAMA, applicable law, and generally accepted construction standards with assistance from Tulsa County. County shall obtain or cause its contractor to obtain those permits, licenses, traffic control approvals, and inspections customarily required for construction of the Roadway Project and Waterline Work, except to the extent any permit or approval must by law be obtained directly by BAMA. BAMA shall promptly notify County of any material nonconforming work affecting the Waterline Work.
14. BAMA shall have the obligation, to observe and inspect the Waterline Work and to receive copies of material testing results related thereto. Final acceptance of the Waterline Work by BAMA shall be conditioned upon receipt of record drawings or as-built drawings reasonably acceptable to BAMA, testing and inspection reports reasonably required by BAMA, and assignment to BAMA of any transferable warranties applicable to the Waterline Work. Ownership of the relocated waterline facilities, together with all associated appurtenances intended for operation as part of BAMA's utility system, shall vest in and remain with BAMA upon final acceptance.
15. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event of termination, BAMA shall be obligated to reimburse County only for allowable costs of the Waterline Work incurred or irrevocably committed prior to the effective date of termination, including reasonable demobilization costs attributable solely to the Waterline Work, less any amounts previously paid and less any costs avoided by the termination.

16. Notwithstanding any other provision of this Agreement, the obligations of each Party are subject to the lawful availability of funds and all requirements of applicable law governing public expenditures. Nothing in this Agreement shall be construed to create a debt or obligation in contravention of applicable law.
17. Each Party shall maintain records reasonably sufficient to document its performance and expenditures under this Agreement. County shall retain project records relating to the Waterline Work for not less than three (3) years after final completion, or such longer period as required by law, and shall make such records available to BAMA for reasonable inspection, audit, and copying upon request. The Parties acknowledge that records relating to this Agreement may be subject to disclosure under the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq., except to the extent any record is made confidential by applicable law.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the District Court of Tulsa County, Oklahoma, or Wagoner County, Oklahoma, as applicable. Nothing in this Agreement shall be construed as a waiver by either Party of any rights, defenses, limitations of liability, or immunities available under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or other applicable law.
19. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

If to County:
Board of County Commissioners of Tulsa County, Oklahoma
Attn: County Engineer
218 W 6th Street
Tulsa, Oklahoma 74119

If to BAMA:
Broken Arrow Municipal Authority
Attn: Charlie Bright, P.E.
485 North Poplar Avenue
Broken Arrow, Oklahoma 74012

Either Party may change its notice address by written notice to the other Party.
20. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and representations relating thereto. This Agreement may be amended only by a written instrument executed by both Parties. This Agreement may be executed in counterparts,

each of which shall be deemed an original and all of which together shall constitute one instrument.

21. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, provided the essential purpose of this Agreement is not thereby defeated.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2026

BROKEN ARROW MUNICIPAL AUTHORITY ATTEST:

City Clerk

General Manager/City Manager

APPROVED AS TO FORM:

D. Graham Parker

City Attorney

BOARD OF COUNTY COMMISSIONERS
OF TUSLA COUNTY, OKLAHOMA

Chair

ATTEST:

APPROVED AS TO FORM:

Tulsa County Clerk

Assistant District Attorney