

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

PROJECT NO. _____ JOB PIECE NO. _____ UTILITIES _____ COUNTY _____

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 _____
hereinafter called the "Utility Owner". (Company Name/Address)

WITNESS TO THAT

WHEREAS, the State proposed to improve _____ Highway No. _____ 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.

WHEREAS, this project has a federal action and hence requires compliance with all regulations and permits associated with it.

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 ensure 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.
 - a. Buy America and Build America (BABA) requirements are in effect only on federal aid projects as identified in this agreement. The utility owner is responsible for meeting the Buy America requirements specified in the latest applicable version of the ODOT Special Provision 106-5 for Buy America. After work is completed on the project, the Contractor must submit a notarized or electronically verified certification signed by the Contractor's authorized agent to the Engineer with the following information:
 - b. "I also hereby certify that all manufactured products permanently incorporated into this Oklahoma Department of Transportation reference project were produced in the United States of America, in accordance with 23 CFR Part 635.410(c). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."
 - c. "I also hereby certify that all construction materials furnished to the Oklahoma Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America, Buy America (BABA) Act provision of 2 CFR 184 have been manufactured in the United States of America. I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."
 - d. I also hereby certify that all manufacturing processes of all steel and iron products permanently incorporated into this Oklahoma Department of Transportation referenced project, including protective coating, occurred in the USA and are in accordance with 23 CFR 635.410."

6. The Utility Owner may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Utility Owner's supporting documentation to verify compliance with the Buy America provisions at any time. The Utility Owner shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Utility Owner. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the manufactured iron/steel products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron/steel manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.
7. 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.
 - a. 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 continuing contractor.
8. To submit to the State, withing ninety (90) days 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 _____% Estimated Utility Owner Cost \$_____

(2) State Share of Cost _____% Estimated State Cost \$_____

OR

(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 _____

Name: Utility Owner Date

District Engineer _____ Date _____

Signature: Utility Owner/Agent	Date
--------------------------------	------

Chief, Right-of-Way & Utilities Division Date

Signature: Utility Owner/Agent Date

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

Director of Project Delivery Date

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

Build America, Buy America (BABA) (As of 7/23/2026)

Date

Company Name

Company Address

Re: Subject Project Number and Job Piece Number

"I also hereby certify that all manufactured products permanently incorporated into this Oklahoma Department of Transportation reference project were produced in the United States of America, in accordance with 23 CFR Part 635.410(c). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

"I hereby certify that all construction materials furnished to the Oklahoma Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America, Buy America (BABA) Act provision of 2 CFR 184 have been manufactured in the United States of America. I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

"I also hereby certify that all manufacturing processes of all steel and iron products permanently incorporated into this Oklahoma Department of Transportation referenced project, including protective coating, occurred in the USA and are in accordance with 23 CFR 635.410."

I understand that I must comply with Buy America and provide all required documentation prior to incorporating any steel or iron products manufactured products, or construction materials into the project. Any noncompliance will be justification for rejection of the steel and/or iron products manufactured products, or construction materials or nonpayment of the work.

I, the undersigned, hereby certify that I am an authorized agent of Utility Company.

Name / Title

Signature

If the signature is not an electronically verified signature with signature verification, then notarization is required:

State of

County of

Signed and sworn to (or affirmed) before me on (date) by name(s) of person(s) making statement

Notary

My commission #

My commission expires:

Domestic Materials Self-Certification Form

This certification is for a manufacturer/supplier to certify the below articles, materials, or supplies are in compliance with the applicable domestic material content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act (BABA) requirements (2 CFR part 184). The individual completing this form takes full responsibility for the information included in the form. State agencies have the authority to request additional details related to the information provided in the form. All forms shall be submitted via AASHTO DataMine for delivery to authorized governmental users through the Industry Document Repository. The manufacturer/supplier is required to include updates to process changes within 10 days of the change occurring via uploading a revised form into DataMine.

PART 1: COMPANY CONTACT INFORMATION

Company/Producer/Manufacturer Name:

Supplier Representative Name:

Contact Email Address:

Contact Phone Number:

Date Form is Being Submitted: mm/dd/yyyy

PART 2: DETAILS OF THE ARTICLE, MATERIAL, OR SUPPLY:

Using Table 1 below, provide the classification of the article, material, or supply as one of the following: (1) iron or steel product; (2) construction material (3) manufactured product; or (4) excluded materials including Section 70917(c) materials.

Classification	
Producer of the Article, Material, or Supply:	
Product/Model/Part/Material:	
Manufacturing Address:	
Manufacturing City:	
Manufacturing State:	
Manufacturing Zip Code:	
DataMine # (if applicable):	
Federal/State/Local Project number(s):	
Pay Code Number (PCN):	
Project Item code:	
Project Item Description:	
Quantity Certified:	

TABLE 1: Material Classifications

(1) Iron or Steel Product	
Wholly or predominantly Iron or Steel, or a combination of both (23 CFR 635.410(b)(1)(ii))	Certification requires predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
(2) Construction Material	
Non-Ferrous Metals (2 CFR 184.6(a)(1))	Certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
Plastic and Polymer based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables) (2 CFR 184.6(a)(2))	Certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
Glass (including optic glass) (2 CFR 184.6(a)(3))	Certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
Fiber Optic Cable (including drop cable) (2 CFR 184.6(a)(4))	Certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacking, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastics and polymer-based products, or any others.
Optical Fiber (2 CFR 184.6(a)(5))	Certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States
Lumber (2 CFR 184.6(a)(6))	Certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
Drywall (2 CFR 184.6(a)(7))	Certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
Engineered Wood (2 CFR 184.6(a)(8))	Certification requires all manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
(3) Manufactured Product	
Manufactured Products other than Precast Concrete Products and Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(1)(vii)) and 23 CFR 635.410(c)(1)(iv)	• Certification requires for projects obligated before October 1, 2025, no certification is required (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2025, certification requires the final manufacturing process occurred in the United States (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2026, and all EV chargers , certification requires the final manufacturing process occurred in the United States and the cost of the components that are mined,

	produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
Precast Concrete Products (23 CFR 635.410(c)(2)(i))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product and manufactured product certification requirements as stated above.
Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(2)(ii))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product certification requirements for any iron or steel enclosures as well as the manufacturing certification requirements as stated above.
(4) Excluded Materials	
Excluded Materials Including Section 70917(c) Materials (23 CFR 635.410(c)(1)(ii))	No certification is required for excluded materials including Section 70917(c) materials. Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

PART 3: DECLARATION OF SUBMITTAL

Do the articles, materials, or supplies submitted in this form comply with applicable domestic materials content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act requirements (2 CFR part 184) (Y/N)? _____

PART 4: CERTIFICATION (Read and check all boxes before signing)

Note: State Departments of Transportation may have different language requirements for this section.

☐ I certify that the description above is a true and accurate description of the article, material, or supply provided, and that the undersigned is in a position to legally bind the Company/Organization represented in this form.

☐ I certify that the iron or steel product, construction material, or manufactured product complies with the applicable Buy America or BABA requirements.

Signature:

Date: mm/dd/yyyy

Printed Name:
Title:
Company/Organization:
Company/Organization address: