

PROJECT AGREEMENT
FOR
FEDERAL-AID PROJECT
PROJECT NUMBER SSP-160B(190)SS
JOB PIECE NO. 26369(04)
FOR INTERSECTION MODIFICATIONS
AT THE INTERSECTION OF
6TH AVENUE & PERKINS ROAD
IN STILLWATER
PAYNE COUNTY
BY AND BETWEEN
THE CITY OF STILLWATER
AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the CITY proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of _____, authorizing State apportioned Federal-Aid and/or State funds for participation in the project for traffic improvements in the City of Stillwater designated as Federal-Aid Project SSP-160B(190)SS consisting of the actual traffic improvements as follows:

1. Intersection Modifications at the Intersection of 6th Avenue & Perkins Road in the City of Stillwater, Payne County.

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2009 and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance it will comply with Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall on the grounds of race, color, religion, sex, disability, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The CITY agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The DEPARTMENT and the CITY agree to the Contractor being solely responsible for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff on this project. The City will be responsible for developing the plans, including the Stormwater Pollution Prevention Plan (SWPPP), while the Department will be responsible for overseeing the work and managing compliance. 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 plan sheet, and appropriate USGA topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT and the CITY agree the Contractor will file and be solely responsible for the Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site identified in this document.
3. That prior to the DEPARTMENT's advertising for bids or otherwise authorizing work on said project, the CITY agrees to furnish without cost to the DEPARTMENT all rights-of-way needed for the construction of said project, free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.

The CITY further agrees that it shall cause the adjustment or relocation of public and private utility facilities occupying the rights-of-way for said project provided the adjustment or relocation of same is needed to accommodate construction of the project; the CITY further agrees that it shall accomplish said utility adjustment or relocation at the sole expense of the CITY, except in those cases in which the owner of said utility facility is required by law to assume the cost thereof. The City agrees any claims due to utility conflicts during construction will be the responsibility of the City.

4. The CITY agrees to acquire the legal title to said rights-of-way in the name of the CITY; that all such acquisition of rights-of-way shall be carried out and evidenced by written instruments, such as deeds, written easements, condemnation orders or judgments and that the same shall be recorded in the Office of the County Clerk as provided by law. The CITY shall furnish the DEPARTMENT's Office of Land Acquisition with true and correct copies of all written right-of-way instruments and each copy of such instrument shall be certified by the County Clerk as true and correct copy thereof and shall bear the book and page number showing where the same is recorded and the exact date and time of recording thereof. The CITY shall convey to the DEPARTMENT, by deed or easement, all right-of-way acquired for a project located on the State Highway System. The CITY shall defend the title in and to all of such rights-of-way at the sole expense of the CITY; and the CITY hereby agrees to indemnify and save harmless the DEPARTMENT from any and all claims, demands, suits or causes of action, whether the same be at law or in equity, for damages or just compensation or otherwise, arising from or in any way connected with the CITY's acquisition or failure to acquire said lands, or arising from or connected with the construction of the project by the DEPARTMENT upon said lands.

5. The DEPARTMENT agrees that Federal-Aid Program Project Funds and/or State Funds shall be used to provide 100 percent of the total estimated construction costs of \$6,161,995.
6. Upon approval of this AGREEMENT and the plans, specifications, and estimated by the Federal Highway Administration, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary manner. It is agreed that the project herein contemplated is proposed to be financed as previously described, and that this AGREEMENT, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder is subject in all things at all time to all Federal laws, regulations, orders, approvals as may be applicable hereto.
7. The CITY and DEPARTMENT agree that final adjustments in the final cost will be made upon completion of the project.
8. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
9. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution to the AGREEMENT.
10. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
11. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all traffic signal equipment erected and installed pursuant

to this agreement and all devices appurtenant thereto and of all street lighting located on the project site.

12. The CITY hereby agrees to periodically review the adequacy of the aforesaid project to insure the safety of the traveling public and should the CITY determine that further modification or improvement be required, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY's staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
13. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
14. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the traffic signal installation is ten (10) years old or older. If the installation is less than ten years old:
 - (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 75% of the original equipment costs only, amortized for ten (10) year service life for the traffic signal, interest ignored, and assuming straight line of depreciation.
 - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 75% of the proceeds of such sale.

15. Upon completion of the aforesaid project, the CITY hereby specifically agrees that the CITY assumes any and all financial obligation for the operation of the aforesaid project.
16. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, such a failure will disqualify the CITY from future Federal-aid participation on any Federal-aid project. Federal funds are to be withheld until such time as a traffic engineering staff, satisfactory to the DEPARTMENT has been properly established and functioning, deficiencies in regulations have been corrected, or the traffic operations improvements to be installed under this AGREEMENT are brought to a satisfactory condition of maintenance.
17. The City will design a project that meets requirements to insure compliance with the "American Disabilities Act" (ADA). The DEPARTMENT will take the necessary actions to insure its work is in compliance with the requirements of the Americans with Disabilities Act. The DEPARTMENT agrees that its program or activity will comply with the requirements of the ADA.

The CITY will assist the DEPARTMENT in ensuring compliance. Any cost of such compliance, beyond the basic services supplied by the CITY, will be the responsibility of the City and the Department as per the funding split provided by agreement. Under no circumstances will the CITY assist the DEPARTMENT in any activity which it deems to not be in compliance with the ADA.

IN WITNESS WHEREOF, the Chief Engineer of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Chief Engineer of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

The CITY on the 16th day of MAY, 2011, and the STATE on the 3rd day of June, 2011.



ATTEST:

Clark Welch
Deputy City Clerk
(seal)

THE CITY OF STILLWATER, OKLAHOMA
a municipal corporation

BY: Nathan Bates
NATHAN BATES, Mayor

APPROVED AS TO FORM AND LEGALITY

BY: John E. Dorman
JOHN E. DORMAN, City Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Chief Engineer

APPROVED TO FORM AND LEGALITY

BY: David Allen Wiley
General Counsel