

PROJECT

MAINTENANCE AGREEMENT

FOR

FEDERAL-AID PROGRAM PROJECT

PROJECT NUMBER SEC1702Y-114A(191)HP  
JOB PIECE NO. 09034(05)

FOR THE

INSTALLATION OF HIGHWAY LIGHTING ALONG I-35  
FROM INDIAN HILLS ROAD SOUTH TO MAIN STREET

IN THE CITY OF NORMAN

CLEVELAND COUNTY

BY AND BETWEEN

THE CITY OF NORMAN

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

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

WITNESSETH:

THAT the DEPARTMENT proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of June 1987, authorizing State apportioned Federal-aid Project funds for participation in the project for traffic improvements in the City of Norman designated as Federal-aid Project, SEC1702Y-114A(191)HP, JP# 09034(05) consisting of the actual traffic improvements as follows:

1. INSTALLATION OF HIGHWAY LIGHTING ALONG I-35 FROM INDIAN HILLS ROAD SOUTH TO MAIN STREET IN THE CITY OF NORMAN, CLEVELAND 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 1999 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, handicap, 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 DEPARTMENT agrees to provide the plans, specifications, and construction cost estimates for this project.

2. The DEPARTMENT and the CITY agree to become jointly responsible with the contractor as co-applicants for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff on this project. 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 USGS 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 to file jointly with the contractor 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 industrial activity from the construction site identified in this document.
3. 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.
4. The CITY shall, by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution to this AGREEMENT.
5. 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.
6. 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 lighting equipment erected and installed pursuant to this agreement and all devices appurtenant thereto, and maintain all traffic regulatory and warning signs.
7. 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.

8. 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.
9. 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.
10. 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.

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

The CITY on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and the STATE on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF NORMAN, OKLAHOMA

BY: \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
CITY Attorney

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Title

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
General Counsel

BY: \_\_\_\_\_  
Division Engineer

**RESOLUTION NO. 1213-13**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. SEC1702Y-114A(191)HP, J/P # 09034(05) by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Norman

By

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Attorney