

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
TRAFFIC STUDY AGREEMENT**

I-35 Corridor Traffic Study from 4th Street to Tecumseh Road

This agreement, made the day and year last written below, by and between the Cities of Norman and Moore ("CITIES" hereafter), and the Department of Transportation of the State of Oklahoma ("DEPARTMENT" hereafter), for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, the DEPARTMENT is charged under the laws of the State of Oklahoma with the construction and maintenance of state highways and bridges; and

WHEREAS, the DEPARTMENT, as part of its responsibilities for the construction and maintenance of state highways and bridges, must cooperate with the local entities of Government to allow the location, construction and maintenance of mutual use facilities pursuant to 69 O.S. §304; and,

WHEREAS, the DEPARTMENT is proposing to conduct a traffic study to determine the needs of the I-35 Corridor from 4th Street to Tecumseh Road for roadway improvements; and,

WHEREAS, the CITIES are agreeable to certain financial participation as further described in this agreement.

NOW, THEREFORE, the DEPARTMENT and the CITIES, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: Study Agreement

1.1 The DEPARTMENT and the CITIES agree to jointly fund a traffic study to be conducted by a qualified engineering firm on the I-35 Corridor from 4th Street to Tecumseh Road.

1.2 A qualified engineering firm will be employed under the consultant selection process pursuant to State law at Title 69 O.S. §708.2 and authorized by federal law at Title 23 O.S. §112 and applicable regulations. Each one of the three parties to this agreement will appoint one or more members to the consultant selection committee that will conduct the consultant selection process.

1.3 The DEPARTMENT will be the lead agency to use its Purchasing Division for Solicitation of Interest, Consultant Selection, Contract Development and Contract Administration for employment of a qualified engineering firm for the traffic study.

SECTION 2: **Study Funding**

2.1 The total not to exceed cost of this Study will be \$300,000.00. The DEPARTMENT agrees to provide \$150,000.00 or 50% of actual cost. The City of Norman agrees to provide local funding in the amount of \$75,000.00 or 25% of the actual costs. The City of Moore agrees to provide local funding in the amount of \$75,000.00 or 25% of actual cost. The CITIES agree to deposit all local funding with the DEPARTMENT prior to the Transportation Commission's approval.

2.2 The DEPARTMENT and the CITIES agree that the final adjustment of the actual cost will be made upon final payment to the consultant following the completion of the traffic study.

SECTION 3: **Termination**

3.1 This agreement may be terminated by any of the following conditions:

3.1.1 By mutual agreement and consent, in writing of all parties.

3.1.2 By the DEPARTMENT by written notice to the CITIES as a consequence of failure by the CITIES to perform the services set forth herein in a satisfactory manner.

3.1.3 By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

3.1.4 By the DEPARTMENT for reasons of its own and not subject to the mutual Consent of the CITIES upon five (5) days written notice to each City.

3.1.5 By satisfactory completion of all services and obligations described herein.

3.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the DEPARTMENT and the CITIES under this agreement. If the potential termination of this agreement is due to the failure of either the DEPARTMENT or the CITIES to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period of mutually agreed by each party.

SECTION 4: **Notices**

4.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the agreement shall be in writing and shall be deemed to have been properly given or sent:

4.1.1 If intended for the Department, by mailing first class mail, or if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to the Department at:

Oklahoma Department of Transportation
Division 3 Engineer
Attn: Paul Rachel
P.O. Box 549
Ada, OK 74820-0549

4.1.2 If intended for the City of Norman, by mailing by first class mail, or if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the City at:

City of Norman
Attn: Shawn O'Leary, Director
Public Works Department
201 West gray, Building A
Norman, Oklahoma 73069

4.1.3 If intended for the City of Moore, by mailing by first class mail, or if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the City at:

City of Moore
Attn: Stan Drake, Assistant City Manager
301 N. Broadway
Moore, Oklahoma 73160-5130

SECTION 5: Effective Date

8.1 This agreement shall become effective on the date of execution by the Department's Director or his designee.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Director of the Department of Transportation or his designee, pursuant to authority vesting in him by the Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation, and the Cities have executed same pursuant to authority by law.

The City of Norman on the _____ day of _____, _____, the City of Moore on the _____ day of _____, _____ and the Department on the _____ day of _____, _____.

APPROVED AS TO FORM AND
LEGALITY:

CITY OF NORMAN

City Attorney

Date

Mayor

Date

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM AND
LEGALITY:

CITY OF MOORE

City Attorney

Date

Mayor

Date

ATTEST:

City Clerk

(Seal)

STATE OF OKLAHOMA DEPARTMENT
OF TRANSPORTATION

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY:

ODOT General Counsel Date

RECOMMENDED:



ODOT Division Engineer 11-3-14
Date

APPROVED:

Director Date