

PROJECT AGREEMENT

**BY AND BETWEEN THE CITY OF BROKEN ARROW
AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF INDUSTRIAL ACCESS PROJECT**

**PROJECT NO. J3-3585(004)
J/P NO. 33585(04)**

AGREEMENT

This Agreement, made the day and year last written below, by and between the City of Broken Arrow, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to-wit:

WHEREAS, the DEPARTMENT is in receipt of a request by the CITY that the CITY be permitted to engineer and let a contract to construct an Industrial Access Road Project and to be reimbursed by the DEPARTMENT for the cost of SURFACING AND RELATED COSTS upon satisfactory completion of the work from the funds the DEPARTMENT has allocated for the project; and

WHEREAS, the proposed project is LOCATED ON NASHVILLE ST – FROM LYNN LANE EXTENDING EAST APPROXIMATELY 0.5 MILES, generally located as shown on the attached map hereby made part of this Agreement.

NOW, THEREFORE, it is mutually agreed by the CITY and the DEPARTMENT that:

1. The CITY agrees to provide all plans, specifications and construction cost estimates for this project.
2. The CITY agrees to adjust or relocate or cause the adjustment or relocation, at the CITY's sole expense, of all utility facilities as may be reasonably necessary or convenient to accommodate construction of the project.
3. The CITY warrants that all rights-of-way needed for the construction of said project shall be 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.
4. The CITY hereby certifies to the Department of Transportation that the entire project is to be constructed on public right-of-way.
- 4A. The CITY assumes responsibility for all costs related to environmental mitigation that may be required as a direct result of this project.
5. Upon completion of the construction plans the CITY will provide, upon request by the DEPARTMENT, two (2) one-half size set of such plans.
6. Upon approval of this AGREEMENT by the DEPARTMENT, the CITY shall advertise and let the contract for this project in the usual and customary manner. The CITY shall assume total responsibility for the construction, testing, inspection and completion of this project.

7. The CITY will invite a DEPARTMENT representative to attend the pre-work conference.
8. The CITY will invite a DEPARTMENT representative to attend the final inspection.
9. Upon completion and final acceptance of the project, the CITY agrees that it shall, at its own expense, assume full maintenance responsibility for the project.
10. Upon completion and final acceptance of the project, the DEPARTMENT agrees to reimburse the CITY for SURFACING AND RELATED CONSTRUCTION COSTS in an amount not to exceed \$800,000 (Eight-Hundred-Thousand Dollars).
11. Payment shall be made by the DEPARTMENT to the CITY upon receipt of a properly executed Claim Form D.T. 324A accompanied by suitable evidence of the expenditure made by CITY in the execution of this project.
12. That the CITY agrees that as a condition to receiving any financial assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

IN WITNESS WHEREOF, the Director of the Department of Transportation (or his designee), pursuant to authority vested in him by the Oklahoma Transportation Commission, has hereunto subscribed his name and the CITY has executed the same pursuant to authority prescribed by law:

CITY OF BROKEN ARROW

FEI NO: _____

BY _____

Vice- MAYOR

ATTEST:

Leah Buchanan
City Clerk

(date)

APPROVED AS TO FORM AND LEGALITY

14
Assistant City Attorney

(date)

APPROVED AS TO FORM AND LEGALITY
DEPARTMENT OF TRANSPORTATION

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

David Allen Wiley
General Counsel

2/2/18
(date)

Bill
Chief Engineer

2/6/18
(date)

Paul
Division VIII Engineer

01/31/18
(date)