

PROJECT

AGREEMENT

FOR

FEDERAL AID PROJECT NO. J3-1842(004)

JOB PIECE NO. 31842(04)

I-40 INTERCHANGE AT EXIT 65 AND THE RECONSTRUCTION OF GARY BOULEVARD/I-40B FROM CHAPMAN ROAD TO LEXINGTON AVENUE IN THE CITY OF CLINTON

IN

CUSTER COUNTY

BY AND BETWEEN

THE CITY OF CLINTON

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

A G R E E M E N T

This AGREEMENT, made the day and year last written below, by and between the City of Clinton, 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:**

**WHEREAS**, the receipt of the benefits of this project will require that the CITY assume certain financial obligations; and

**WHEREAS**, the CITY is a municipal corporation created and existing under the constitution and laws of Oklahoma; and

**WHEREAS**, the laws and constitution of the State of Oklahoma impose fiscal limitations on the CITY and its ability to agree to financial obligations; and

**WHEREAS**, the PARTIES hereto recognize those fiscal limitations and agree that the financial obligations assumed by the CITY by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and

**WHEREAS**, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of the CITY funds in the future will be limited to appropriations and available revenues in the then-current CITY fiscal year.

**NOW THEREFORE**, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

THAT the DEPARTMENT proposes to make certain interstate improvements as allowed by the Oklahoma Transportation Commission at their meeting of October 2016, authorizing State apportioned Federal Aid Project funds for participation in the project for highway improvements in the City of Clinton designated as Federal-aid Surface Transportation Project J3-1842(004), Job Piece

No. 31842(04) consisting of the actual interstate improvement as follows:

Reconstruct the existing interstate interchange at Exit 65 and Gary Boulevard/I-40B from Chapman Road to Lexington Avenue.

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 2019 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 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 DEPARTMENT agrees to fund 90% of the final construction costs associated with the reconstruction of the existing interstate interchange at Exit 65 and Gary Boulevard/I-40B from Chapman Road to Lexington Avenue in Clinton.
2. The CITY agrees to fund 10% of the final construction costs associated with the reconstruction of the existing interstate interchange at Exit 65 and Gary Boulevard from Chapman Road to Lexington Avenue in Clinton with a current estimated amount of \$5,364,684.00.
3. The DEPARTMENT agrees to provide the CITY with an Invoice for their share of the project cost two months prior to the bid letting of this project. This Invoice will reflect the current estimated costs of the total project.
4. The CITY agrees to have all money on deposit with the DEPARTMENT prior to the bid

letting.

5. It is understood and agreed that the traffic 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. 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.
7. The DEPARTMENT shall prepare or has prepared plans for the construction of this project which are fully compliant with the requirements of the **Americans with Disabilities Act, (ADA) of 1990 (42 USC §§ 12101- 12213), CFR parts 27, 37, and 38, and 28 CFR parts 35 and 36.** The CITY shall be exclusively responsible for integrated ADA compliance planning for all CITY streets, sidewalks and other facilities provided for public administration, use and accommodation which is required of recipients and sub-recipients by **49 CFR § 27.11.** State highways continued through the corporate limits of the CITY shall be included in the CITY's comprehensive compliance plans.

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him/her by the Transportation Commission, has hereunto subscribed his/her 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 \_\_\_\_\_, 20 \_\_, and the STATE on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF CLINTON OKLAHOMA

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
City Attorney

ATTEST:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Title

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
District 5 Engineer

BY: \_\_\_\_\_  
Deputy Director

APPROVED AS TO FORM AND LEGALITY

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