



September 14, 2022

Mayor David Berrong  
City of Clinton  
415 Gary Blvd  
Clinton, Oklahoma 73601

RE: Project No. J3-1696(004), JP #31696(04), Installation of Highway Illumination at the I-40 & US-183 Interchange in the City of Clinton, Custer County

Dear Mayor Berrong:

Enclosed is the maintenance agreement for the above referenced project. At this time, we ask that you have the agreement executed by the appropriate City officials and **return the signed copy to this office.** Upon receipt, we will forward it the appropriate ODOT officials for signature. We will then return one fully executed copy for your file.

Your cooperation in the development and implementation of this project is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Lauren Parrish".

Lauren Parrish, P.E.  
State Traffic Engineer

Enclosures:  
Highway Illumination Maintenance Agreement

PROJECT

MAINTENANCE AGREEMENT

FOR

FEDERAL-AID PROGRAM PROJECT

PROJECT NUMBER J3-1696(004)

JOB PIECE NO. 31696(04)

FOR THE  
INSTALLATION OF HIGHWAY ILLUMINATION AT THE I-40 & US-183 INTERCHANGE

IN THE CITY OF CLINTON

CUSTER COUNTY

BY AND BETWEEN

THE CITY OF CLINTON

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of Clinton, herein after 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 September 2014, authorizing State apportioned Federal-aid Project funds for participation in the project for highway illumination in the City of Clinton designated as Federal-aid Project J3-1696(004), JP#3 1696(04) consisting of the actual traffic improvements as follows:

1. INSTALLATION OF HIGHWAY ILLUMINATION AT THE I-40 & US-183 INTERCHANGE

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, age, 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 or letter of concurrence, 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 highway illumination equipment erected and installed pursuant to this agreement and all the devices.
7. The CITY and the DEPARTMENT hereby agrees to periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the DEPARTMENT 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. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:
  - (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 100% of the original equipment costs only, amortized for a ten (10) year service life, interest ignored, and assuming straight line 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 100% of the proceeds of such sale.
10. 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.
11. 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 her by the Transportation Commission, has hereunto subscribed 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

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

APPROVED AS TO FORM AND LEGALITY

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

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

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

BY: \_\_\_\_\_  
State Traffic Engineer

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

APPROVED AS TO FORM AND LEGALITY

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

ATTEST:

\_\_\_\_\_

Title