

**AGREEMENT BETWEEN THE
OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND THE CITY OF OKLAHOMA CITY**

SH-37/134th Street, from I-44 Junction to OKC City/Moore City Limits.

RESURFACE: J/P 34290(04) and JP 36181(04) Funds for Radar Traffic Detectors

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

WHEREAS, the **DEPARTMENT** intends to undertake a road improvement project on SH-37 in the Oklahoma City limits beginning at the I-44 Junction and extending east for 4.56 miles to the Oklahoma City limits line at Santa Fe Ave. ("Roadway"), which project consists of an asphalt mill and inlay resurface project.

WHEREAS, SH-37 in Oklahoma City, Cleveland County, Oklahoma, from the junction of I-44 to Oklahoma City limits line at Santa Fe Ave., will be removed from the State Highway System and the right-of-way of this segment will remain with the **DEPARTMENT** until transferred to and accepted by the **CITY** for operation and maintenance as a municipal street.

NOW, THEREFORE, the above described action is mutually beneficial, there will be no additional compensation payable to either party. The **DEPARTMENT** and the **CITY** hereby mutually agree as follows:

Section 1: Purpose of AGREEMENT

The **DEPARTMENT** shall perform the below described Resurfacing Project actions as part of RESURFACE: J/P 34290(04) and MONEY ONLY: JP36181(04) and will reimburse **CITY** the cost of replacement of traffic signal loop detectors to upgrade to radar traffic signal detectors as described in attachment. This **AGREEMENT** is being made for the purpose of removing this section of highway from the State Highway System and for the purpose of transferring the subject Roadway and right-of-way to the **CITY**.

Section 2: DEPARTMENT Responsibilities

DEPARTMENT will provide the following project: mill and inlay the portion of SH-37 within the **CITY** limits in accordance with **DEPARTMENT** road improvement standards ("Resurface Project"); and will provide reimbursement to the **CITY** the cost of replacement of traffic signal loop detectors to upgrade to radar traffic signal detectors in accordance with **CITY** standards (Traffic Detection Project") (**Attachment "A"** for "Costs and

Reimbursements”); and upon completion of the Resurface Project and Traffic Detection Project, the **DEPARTMENT** will transfer the Resurface Project and right-of-way and will assign any other easements obtained by the **DEPARTMENT** for that portion of SH-37, the Resurface Project, or otherwise related to the construction, maintenance or associated use thereof.

Section 3: CITY Responsibilities

Upon completion of the Resurface Project and Traffic Detection Project and acceptance of the assigned easements, the **CITY** Council by official action will accept a transfer of the subject Roadway and right-of-way, will accept assignment of other easements, and will, subsequent to acceptance of the Roadway be responsible for maintaining the Roadway as a municipal street in accordance with **CITY** standards and policies.

Section 4: Prior Understandings

This **AGREEMENT** incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

Section 5: Execution

The **CITY** shall, by official action of the **CITY** Council, duly authorize the execution of the **AGREEMENT** by proper officials.

Section 6: Effective

This **AGREEMENT** will be effective upon the execution of the **DEPARTMENT** and the **CITY** and the delivery of an executed copy to all parties.

The remainder of this page was intentionally left blank.

IN WITNESS WHEREOF, the **CITY** has executed this **AGREEMENT** pursuant to authority prescribed by law, on the 6th day of December, 2022.

THE CITY OF OKLAHOMA CITY

Reviewed For Form And Legality:

Craig B Keith
Assistant City Attorney

ATTEST: (SEAL)

Amy K. Simpson
City Clerk



David Holt

IN WITNESS WHEREOF, the Chief Engineer of the **DEPARTMENT** or designee, pursuant to authority vested by the Transportation Commission, has hereunto subscribed his/her name representing on the 6 day of February, 2023.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended For Approval:

Approved as to Form and Legality:

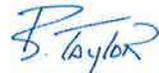
 2/6/2023

 02/07/2023

District 3 Engineer Date

General Counsel Date

Approved:

 02/06/2023

Chief Engineer Date

Attachment "A"
"Costs and Reimbursements"



**TRAFFIC &
LIGHTING
SYSTEMS, LLC**

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To: City of Oklahoma City - Public Works	Contact: Christopher Garrison
Address: 420 W. Main Street, 7th Floor Oklahoma City, OK 73102	Phone: (405) 297-2313
Project Name: TC-0613, SW 134th, Radar Detection	Bid Number: TC-0613
Project Location: SW 134th St, Oklahoma City, OK	Bid Date: 6/10/2022

The following is a proposal for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 - Base Bid					
01002	CONTROLLER ONLY COMMANDER (NEWEST) - WHEN CABINET ASSEMBLY NOT USED	1.00	EACH	\$10,760.00	\$10,760.00
01009	SWITCH FOR EXISTING TRAFFIC CONTROL CABINET	4.00	EACH	\$2,125.00	\$8,500.00
01023	RADAR DETECTION SYSTEM (PRESENCE SENSORS)	16.00	EACH	\$9,100.00	\$145,600.00
01024	RADAR DETECTION SYSTEM (ADVANCE SENSORS)	16.00	EACH	\$9,000.00	\$144,000.00
01025	RADAR CABINET INTERFACE (CLICK 656 OR NEWEST MODEL)	8.00	EACH	\$9,000.00	\$72,000.00
01026	RADAR DETECTOR CABLE	8,000.00	LF	\$5.50	\$44,000.00
Total Price for above 01 - Base Bid Items:					\$424,860.00

02 - Traffic Control

02001	CONSTRUCTION SIGNING AND TRAFFIC CONTROL (2.5% OF BASE BID)	1.00	EACH	\$10,600.00	\$10,600.00
Total Price for above 02 - Traffic Control Items:					\$10,600.00

03 - Mobilization

03001	MOBILIZATION (2.5% OF BASE BID)	1.00	LS	\$10,600.00	\$10,600.00
Total Price for above 03 - Mobilization Items:					\$10,600.00

Total Bid Price: \$446,060.00

Notes:

- All work will be done in accordance with the City of OKC Specifications.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: TLS</p> <p>Authorized Signature: _____</p> <p>Estimator: David Willis (405) 524-1341 estimating@tlsokc.com</p>
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