

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

**SH-37/134<sup>th</sup> 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 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

District 3 Engineer      Date

 02/07/2023

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**

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

The following is a proposal for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>01 - Base Bid</b>					
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
<b>Total Price for above 01 - Base Bid Items:</b>					<b>\$424,860.00</b>

**02 - Traffic Control**

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

**03 - Mobilization**

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

**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.

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