

PROJECT

MAINTENANCE AGREEMENT

FOR

FEDERAL-AID PROGRAM PROJECT

PROJECT NUMBER NHY-20N(032)
JOB PIECE NO. 27049(04)

FOR THE

INSTALLATION TRAFFIC SIGNALS AT THE INTERSECTION OF
US-62 AND SHERIDAN ROAD

FORT SILL ARMY GARRISON

COMANCHE COUNTY

BY AND BETWEEN

FORT SILL ARMY GARRISON

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between Fort Sill Army Garrison, hereinafter referred to as the GARRISON, 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 8, 2009, authorizing State apportioned Federal-aid Project funds for participation in the project for traffic improvements on Fort Sill Army Garrison designated as Federal-aid Project, NHY-20N(032), JP# 27049(04) consisting of the actual traffic improvements as follows:

1. INSTALLATION OF TRAFFIC SIGNALS AT THE INTERCHANGE OF US-62 AND SHERIDAN ROAD AS SET FORTH MORE SPECIFICALLY IN EXHIBIT 'A' HERETO AND BY REFERENCE MADE A PART OF THIS AGREEMENT.

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 GARRISON 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, handicap, 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. The initial cost of installing the signal lights will be funded entirely by the DEPARTMENT.

2. The DEPARTMENT agrees 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 agrees 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 ensure all work is strictly in accordance with the approved plans and specifications.
4. It is understood and agreed that the signal 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 GARRISON.
5. The GARRISON agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the GARRISON will be responsible for the maintenance of the signals including the signal heads, mast arm signs, the light on the signal pole(s), video cameras and general maintenance of the signal cabinet including the controller. The GARRISON will also be responsible for the cost of operation of all highway signal equipment erected and installed pursuant to this agreement and all devices appurtenant thereto. The cost of operations will be the electricity running the system, the cost to maintain the signals, video cameras and controller cabinet.
6. The GARRISON hereby agrees to periodically review the adequacy of the aforesaid project to insure the safety of the traveling public and should the GARRISON determine that further modification or improvement be required, the GARRISON 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 GARRISON's staff, the GARRISON agrees to retain, at the sole expense of the GARRISON, competent personnel for the purpose of bringing the improvement up to the proper standard of operation. The Department would consider an operational modification to be the re-timing of the signals to have better traffic flow or the addition of a signal head to give a protected movement (i.e. protected left turns).

7. 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 GARRISON to any point other than that which is approved by the DEPARTMENT prior to such removal.
8. Upon completion of the aforesaid project, the GARRISON hereby specifically agrees that the GARRISON assumes any and all financial obligation for the operation of the aforesaid project.
9. This document survives the departure or position change of any of the signatories. It remains in effect until canceled by mutual agreement or until canceled by 180 days advance written notice to the other party. It shall be reviewed at least every three years and may be amended upon mutual consent of all parties.
10. Each party shall provide sufficient advance notice in writing to the other prior to changing, reducing, or terminating this agreement and/or any aspect of support provided. Each party shall waive all claims against the other for compensation of any loss, damage, injury, or death occurring as a consequence of the performance of this agreement.
11. No provision of this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341.
12. Garrison POC's - Ms. Winona Morris, garrison support agreements manager (SAM), Winona.morris@conus.army.mil or Mr. Wyatt Kennedy agreements analyst, wyatt.kennedy@us.army.mil Manpower and Agreements Division, Resource

Management Office (RMO), 462 Hamilton Road, Suite 112, Fort Sill, OK 73503,

(580) 442-3560 [Bldg 467], fax ext. 7978.

IN WITNESS WHEREOF, the Chief Engineer of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation, and the GARRISON has executed same pursuant to authority prescribed by law.

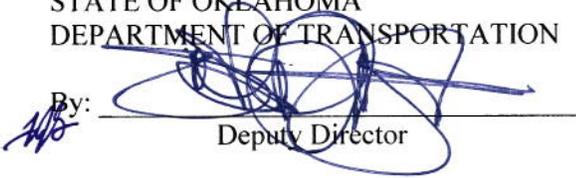
The GARRISON on the 6th day of April, 2011, and the STATE on the 13 day of March, 2011.

FORT SILL ARMY POST

BY: 

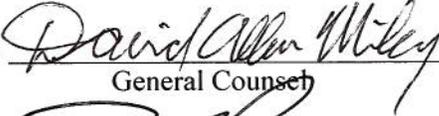
RAYMOND P. LACEY
COL, FA
Garrison Commander

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: 

Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: 

General Counsel

BY: 

Division Engineer