

FEB 03 2025

SHERRY MURRAY
COUNTY CLERK

**AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS OF CANADIAN COUNTY AND THE
CITY OF OKLAHOMA CITY, PROJECT NO. PJ-CA-0065,
ARTERIAL RESURFACING**

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Canadian County, hereinafter referred to as “County,” and the City of Oklahoma City, hereinafter referred to as “Oklahoma City”, each a “Party” and collectively, “the Parties.”

WITNESSETH:

WHEREAS, the Parties find it is to the mutual benefit of the citizens of Oklahoma City and the County to enter into this Agreement for mutual cooperation pertaining to construction, maintenance, and repair of a portion of the roads, streets and highways and other public facilities within the County and within the municipal limits of Oklahoma City; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of this project, paving of North Frisco Road – from NW 10th ST to NW 23rd ST (0.821 Mile), (hereinafter referred to as the “Project”) as more particularly described on **Attachment “A,”** which is attached hereto and incorporated herein by reference; and

WHEREAS, the Parties have previously agreed to jointly participate in this Project and executed a preliminary General Mutual Cooperation Agreement on July 16, 2024; and

WHEREAS, the County agrees to provide the labor, equipment and certain materials to complete the Project as specified in this Agreement; and

WHEREAS, Oklahoma City agrees to provide certain materials and pay for the cost of certain other materials and expenses as provided in this Agreement, for improvements made to the portion of the Project that belongs to Oklahoma City; and

WHEREAS, by separate agreement with the County, of which Oklahoma City is not a party, the City of Yukon (“Yukon”), Oklahoma, has agreed with the County to pay for improvements to Yukon’s portion of the Project; and

WHEREAS, contemporaneously upon the execution of this Agreement, Oklahoma City will encumber Six Hundred Fifty Thousand Dollars (\$650,000.00) for the Project.

NOW, THEREFORE, BE IT AGREED in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Oklahoma City:

250076

- A. Oklahoma City will contribute an amount not to exceed \$650,000 for Project materials and expenses, as set forth in **Attachment "B,"** which is attached hereto and incorporated herein by reference. The quantities that Oklahoma City will be paying for are for improvements made on Oklahoma City's portion of the Project.
- B. Oklahoma City shall have the right to inspect the Project during construction and/or reconstruction and prior to completion.
- C. After the award of contract(s), County will submit to Oklahoma City an invoice for \$455,000, which represents 70% of Oklahoma City's \$650,000 share of the Project (the "Advanced Payment"). Oklahoma City agrees to remit this Advanced Payment upon receipt of that invoice.
- D. Within thirty (30) days after completion of the Project, and upon receipt of proper invoicing received by Oklahoma City from the County, Oklahoma City will reimburse the County for the remainder of Oklahoma City's share, as provided in this Agreement, not to exceed \$650,000. Said reimbursement by Oklahoma City will be for actual materials and expenses, based upon competitively bid contracts, paid by the County for this Project as listed on **Attachment "B,"** up to \$650,000.00; provided, however, should the actual materials or expenses be greater than the unit prices on **Attachment "B,"** or should the documented actual quantities used for the Project exceed the estimated quantities on **Attachment "B,"** then the maximum reimbursement by Oklahoma City may be adjusted. Any said increase to Oklahoma City's share of the Project is contingent upon approval by the City Council of Oklahoma City upon the recommendation of the Public Works Director, as reflected in actual increases in costs or quantities for materials or expenses listed on **Attachment "B"** used to complete this Project.
- E. Oklahoma City agrees that upon completion of this Project, dedication of this Project by the County to Oklahoma City, acceptance by Oklahoma City, and opening of the Project to traffic, Oklahoma City shall become responsible for all subsequent road maintenance and repairs to the Project in accordance with Oklahoma City standards for the portions of the Project within the city limits of Oklahoma City, as shown on **Attachment "A."**

2. The County:

- A. The County will furnish supervision, labor, equipment, surveys, materials not listed on **Attachment “B,”** traffic control, and subcontractors as required to complete the Project.
- B. The County will move all encroaching fences to the limits of the statutory right-of-way, as needed.
- C. The County will clean drainage ditches on each side of N. Frisco Road within the Project, as needed.
- D. The County will remove and replace existing culverts under N. Frisco Road within the Project, as needed, and place upstream and downstream riprap protection at least six (6) feet on both sides of each culvert.
- E. The County will place sod on disturbed areas on each side of N. Frisco Road within the Project.
- F. The County will apply thermoplastic pavement markings on N. Frisco Road within the Project.
- G. The County will reconstruct North Frisco Road – from NW 10th ST to NW 23rd ST, modify the subgrade width with 4% cement slurry and compact to 95% Standard Proctor Density, and overlay with 4” of Type S3 Hot Mix Asphalt (HMA) and 2” of Type S4 HMA (0.821 Mile).

3. No Liability

No Party or entity shall be liable for the acts or omissions of any other entity or Parties or for failure to inspect or supervise the performance of any other parties.

4. Term, Commencement of Work, and Termination

- A. This Agreement shall become effective on the date this Agreement is executed by the last of all Parties hereto and will continue through completion and acceptance of the Project and payment of the County hereunder.
- B. For purposes of this section, “commencement” of construction means, as part of a continuous process, the on-site activity of demolition, debris removal, and other significant preparatory work to begin the construction process.
- C. The County will commence construction of the Project within thirty (30) calendar days of the effective date of this Agreement.

1. Prior to the commencement of construction of this Project, either Party may terminate this Agreement upon written notice of at least fourteen (14) days. In such case, the County will refund to Oklahoma City any Advance Payment received.
 2. In the event commencement of construction on the Project has not occurred within thirty (30) calendar days after receipt of Oklahoma City's Advance Payment and the County has not been granted an extension in writing to commence construction by the Oklahoma City Public Works Director, Oklahoma City may terminate this Agreement. In such case, the County shall refund Oklahoma City the Advanced Payment.
- D. Once construction has commenced, the Parties may only terminate this Agreement upon mutual written approval of Oklahoma City and the County. Parties agree that in the event this Agreement is terminated prior to Project completion, the County will refund any unused portion of Oklahoma City's Advance Payment, less reasonable and proper deductions for the cost of materials and expenses related to Oklahoma City's portion of the Project.

5. Amendment and Assignment

This Agreement may only be amended or modified by a subsequent written agreement between the Parties as approved by Oklahoma City and the County. This Agreement cannot be assigned without written permission of both Parties.

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APPROVED by the Board of County Commissioners, Canadian County, this
3rd day of Feb., 2025.

BOARD OF COUNTY COMMISSIONERS
CANADIAN COUNTY, OKLAHOMA

Thomas Manske
Chairman

CRANSON
Member

Member

ATTEST:

Sherry Murray
County Clerk



REVIEWED for form and legality.

W
Assistant District Attorney

APPROVED by the City of Oklahoma City this 25TH day of FEBRUARY, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk

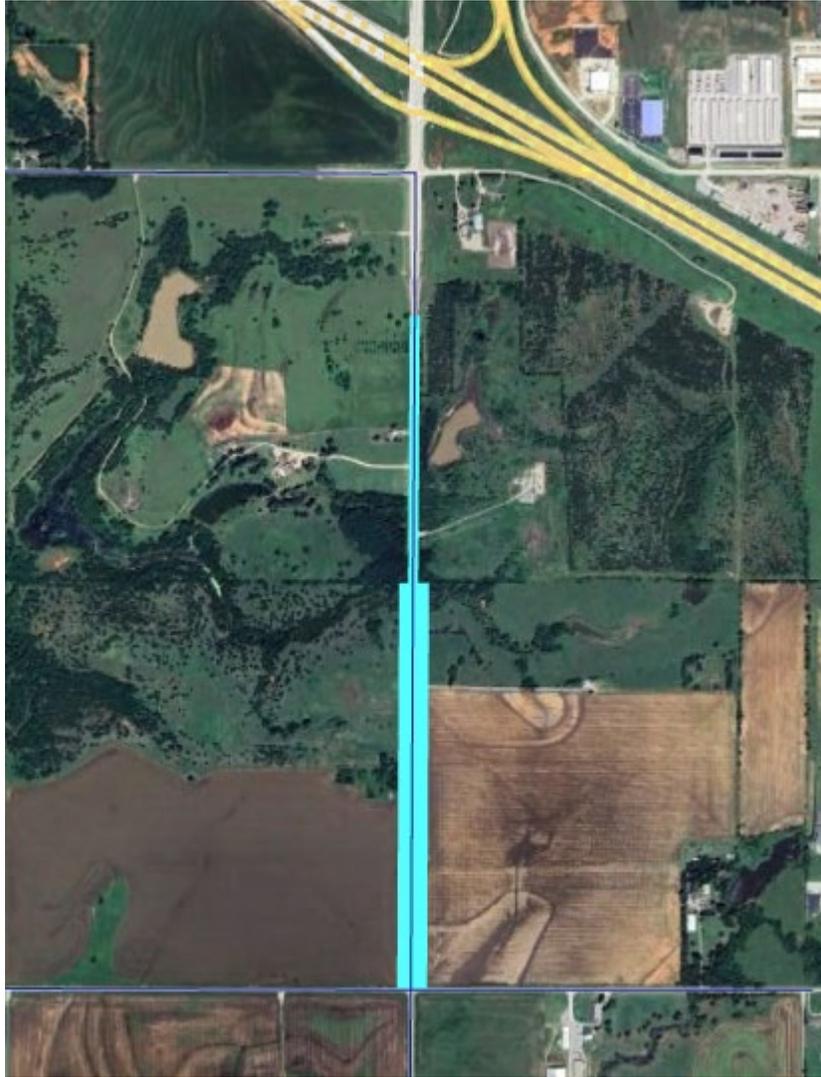


David Holt
MAYOR

REVIEWED for form and legality.

Chris Hall
Assistant Municipal Counselor

ATTACHMENT "A"
(Diagram/Map of Project Design, Project Location, Project Limits and City Limits)



ATTACHMENT "B"

(List of Project Materials, Project Subcontractors, Unit Prices and Estimated Quantities)

MATERIAL COST ESTIMATE				
N. Frisco RD NW 10th - NW 23rd ST				
Canadian County District 3				
Pavement Width=24.0 feet, Length=0.821 Mile				
4" S3 HMA, 2" S4 HMA and 8" of 4% Cement Slurry				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
North Arch Pipe Culvert (12X5) W/ Footings	EA	1.00	\$61,000.00	\$61,000.00
South Arch Pipe Culvert (19X7) W/ Footings	EA	1.00	\$94,000.00	\$94,000.00
Guardrails	1	1.00	\$75,000.00	\$75,000.00
SOLID SLAB SODDING	SY	10,689.97	\$2.50	\$26,724.93
CEMENT SLURRY	TON	206.00	\$289.00	\$59,534.00
TACK COAT (SS-1)	GAL	1,272.00	\$2.25	\$2,862.00
12" ROCK RIP RAP	TON	1,000.00	\$52.80	\$52,800.00
TYPE S3 HMA (PG64-22OK) 15% RAP Max	TON	2,798.00	\$84.05	\$235,171.90
TYPE S4 HMA (PG64-22OK)	TON	1,399.00	\$93.40	\$130,666.60
TRAFFIC STRIPE (PLASTIC) (6" WIDE)	LF	11,330.00	\$1.00	\$11,330.00
TRAFFIC STRIPE (PLASTIC) (8" WIDE)	LF	330.00	\$2.00	\$660.00
TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF	118.00	\$12.00	\$1,416.00
TRAFFIC STRIPE (PLASTIC) (ARROWS)	EA	0.00	\$90.00	\$0.00
STORM WATER QUALITY PERMIT-STATE	EA	1.00	\$1,500.00	\$1,500.00
STORM WATER QUALITY PERMIT-CITY	EA	1.00	\$100.00	\$100.00
TRAFFIC CONTROL	LS	1.00	\$15,000.00	\$15,000.00
TESTING	LS	1.00	\$5,000.00	\$5,000.00
				\$772,765.43
10% Contingency				77,276.54
				\$850,041.98
Yukon Share				\$184,941.36
Oklahoma City Estimated Share				\$587,824.07