

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY (COUNTY) AND THE CITY OF OKLAHOMA CITY (OKLAHOMA CITY), PROJECT NO. PJ-CL-0069, BASE REPAIR AND DOUBLE CHIP SEAL.**

**THIS AGREEMENT** is entered into by and between the Board of County Commissioners of Cleveland County, hereinafter referred to as “County,” and the City of Oklahoma City, hereinafter referred to as “Oklahoma City.”

**WITNESSETH:**

**WHEREAS**, Oklahoma City and the County 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 maintenance, construction 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**, Oklahoma City and the County desire to enter into this Agreement for the purpose of this project, repair and double chip seal of SE 119<sup>th</sup> ST- Choctaw RD to S Indian Meridian RD (1 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**, Oklahoma City and the County have agreed to jointly participate in this Project; and

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

**WHEREAS**, Oklahoma City agrees to provide certain materials and to reimburse the County for the cost of certain other materials and sub-contractor expenses as provided in this Agreement; and

**WHEREAS**, upon the execution of this Agreement, Oklahoma City has encumbered Fifty Thousand Dollars and No Cents (\$50,000.00) for the Project; and

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

### 1. Oklahoma City:

- A. Oklahoma City will reimburse the County for the cost of paving and certain drainage materials and sub-contractor expenses incurred in this Project as set forth on **Attachment "B,"** which is attached hereto and incorporated herein by reference.
- B. Oklahoma City shall have the right to inspect the Project during construction and/or reconstruction and prior to completion.
- C. Within thirty (30) days after completion of the Project and receipt of proper invoicing by Oklahoma City from the County, Oklahoma City will reimburse the County as provided in paragraph 1 (E) below.
- D. Oklahoma City will reimburse the County for actual materials costs and actual subcontractor expenses, based upon competitively bid contracts, paid by the County for this Project listed on **Attachment "B"** up to \$50,000.00, provided, however, should the actual materials costs or actual subcontractor expenses be greater than the units prices on **Attachment "B"** or should the documented actual quantities used for the Project exceed estimated quantities on **Attachment "B,"** then the reimbursement by Oklahoma City will be adjusted, as approved by the Oklahoma City Public Works Director, to reflect increases in costs or quantities for material costs and subcontractor 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 within the city limits of Oklahoma City, as shown on **Attachment "A,"** in accordance with Oklahoma City standards.

### 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 SE 119<sup>th</sup> ST within the Project, as needed.
- D. The County will remove and replace existing culverts under SE 119<sup>th</sup> ST 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 SE 119<sup>th</sup> ST within the Project.
- F. The County will apply thermoplastic pavement markings on SE 119<sup>th</sup> ST within the Project.
- G. The County will repair base and double chip seal SE 119<sup>th</sup> ST- Choctaw RD to S Indian Meridian RD (1 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**

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. The County will commence construction of the Project within thirty (30) days of the effective date of this Agreement. Any party may sooner terminate this Agreement prior to commencement of construction of this Project upon written notice of at least fourteen (14) days. Once construction has commenced, the parties may only terminate this Agreement upon written approval of Oklahoma City and the County.

#### **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 the other parties.

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APPROVED by the Board of County Commissioners, Cleveland County, this  
18<sup>th</sup> day of July, 2022.

BOARD OF COUNTY COMMISSIONERS  
CLEVELAND COUNTY, OKLAHOMA

*[Signature]*

Chairman

*[Signature]*

Member

*[Signature]*

Member



ATTEST:

*[Signature]*

County Clerk

*by Linda Atkins*

REVIEWED for form and legality.

*[Signature]*

Assistant District Attorney

**APPROVED** by the City of Oklahoma City this 27th day of  
September, 2022.

**ATTEST:**

**THE CITY OF OKLAHOMA CITY**

Amy K Simpson  
City Clerk

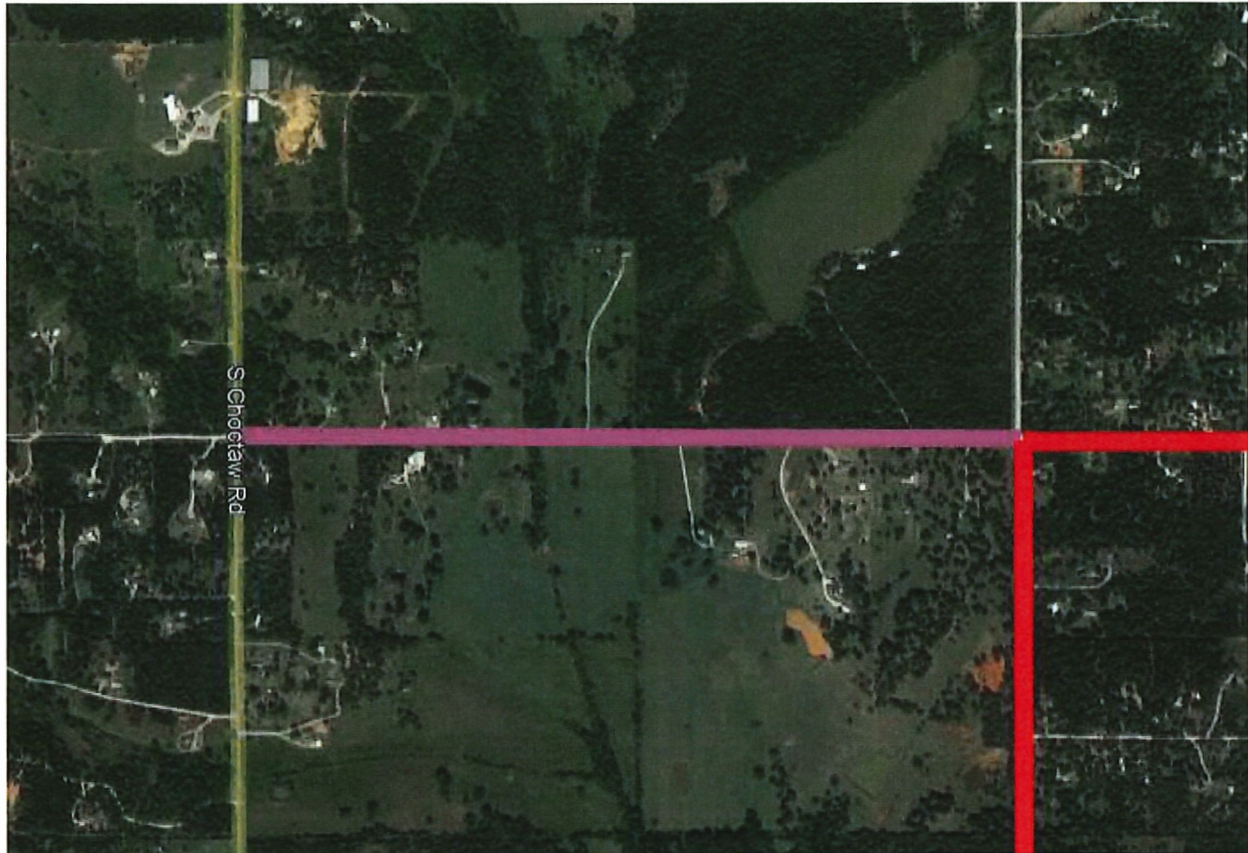


David Holt  
MAYOR

**REVIEWED** for form and legality.

Craig Keith  
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)**

<b>ENGINEER'S ESTIMATE</b>				
<b>SE 119th Choctaw to Indian Meridian</b>				
<b>Base Repair and 24' Double Chip Seal</b>				
<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>COST</b>
MISC., EQUIP. RENTAL (Milling)				\$0.00
TRAFFIC CONTROL SIGNS				\$10,000.00
CMP				\$6,000.00
CRUSHER RUN				\$0.00
12" ROCK	TONS	852.95	\$0.00	\$0.00
SURGE ROCK				\$0.00
SOLID SLAB SODDING	SY	0.000	\$1.75	\$0.00
Double Chip Seal	SY	14,000.000	\$1.80	\$25,200.00
CEMENT SLURRY	TONS	0.00		\$0.00
TACK COAT (SS-1)	GAL	1,600.00	\$0.00	\$0.00
HOT MIX ASPHALT TYPE S3 (PG64-22OK)	TONS	100.00	\$50.00	\$5,000.00
SUPERPAVE, TYPE S5 (PG76-28 OK)	TONS	0.00	\$55.00	\$0.00
TRAFFIC STRIPE (PLASTIC)(4"WIDE)	LF	14,200.00	\$0.00	\$0.00
TAFFIC STRIPE(PLASTIC)(24"WIDE)	LF	79.00	\$0.00	\$0.00
<b>TOTAL</b>				<b>\$46,200.00</b>