

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY (COUNTY) AND THE CITY OF NORMAN (NORMAN), PROJECT NO. PJ-CL-0064, RECONSTRUCTION OF S. SANTA FE AVENUE FROM SW 164TH STREET TO INDIAN HILLS ROAD.

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 Norman, hereinafter referred to as “Norman.”

WITNESSETH:

WHEREAS, Norman and the County find it is to the mutual benefit of the citizens of Norman 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 Norman; and

WHEREAS, the County desires to reconstruct one mile of a rural, two-lane section line roadway, portions of which are located within the limits of Norman, Moore, and Oklahoma City; and

WHEREAS, the County desires and intends to enter into agreements with the Cities of Norman, Moore and Oklahoma City to provide for sharing in labor, equipment, materials and funding of reconstruction attributable to the portion of the project being completed in each city’s limits; and

WHEREAS, Norman and the County desire to enter into this Agreement for the purpose of this project, the reconstruction of South Santa Fe Avenue from SW 164th Street to Indian Hills Road (hereinafter referred to as the “Project”) as more particularly described on **Attachment “A,”** which is attached hereto and incorporated herein by reference; and

WHEREAS, Norman and the County have agreed to jointly participate in this Project to the extent the project is constructed within the Norman city limits; and

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

WHEREAS, Norman agrees to reimburse the County for the cost of certain materials and sub-contractor expenses as provided in this Agreement; and

WHEREAS, upon the execution of this Agreement, Norman will encumber One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) for the Project.

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

1. Norman:

- A. Norman will reimburse the County for the cost of paving and certain drainage materials and sub-contractor expenses incurred in this Project and attributable to the portion of the Project within Norman city limits (the "Norman Project"). Total Project Costs, which will be split by Moore, Norman, and Oklahoma City, are set forth on **Attachment "B,"** which is attached hereto and incorporated herein by reference.
- B. Norman 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 Norman from the County, Norman will reimburse the County as provided in paragraph 1 (A) above.
- D. Norman will reimburse the County for actual materials costs and actual subcontractor expenses, based upon competitively bid contracts, paid by the County for the Norman Project listed on **Attachment "B"** up to \$125,000.00, 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 Norman Project exceed estimated quantities on **Attachment "B,"** then the reimbursement by Norman will be adjusted, as approved by the Norman 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. Norman agrees that upon completion of this Project, dedication of the Norman Project by the County to Norman, acceptance by Norman, and opening of the Project to traffic, Norman shall become responsible for all subsequent road maintenance and repairs to the Norman Project within the city limits of Norman, as shown on **Attachment "A,"** in accordance with Norman 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 S. Santa Fe AVE within the Project, as needed.
- D. The County will remove and replace existing culverts under S Santa Fe AVE 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 S Santa Fe AVE within the Project.

- F. The County will apply thermoplastic pavement markings on S Santa Fe AVE within the Project.
- G. The County will reconstruct S Santa Fe AVE from SW 164th Street to Indian Hills Road, modify subgrade with 4% Cement Slurry and compact to 95% Standard Proctor Density, and overlay with 5" of Type S3 Hot Mix Asphalt and 2" of Type S5 Hot Mix Asphalt.

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 Norman 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 Norman 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
_____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA**

Chairman

Member

Member

ATTEST:

County Clerk

REVIEWED for form and legality.

Assistant District Attorney

APPROVED by the City of Norman this _____ day of _____, 2021.

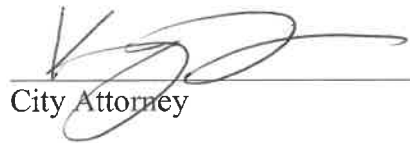
THE CITY OF NORMAN

ATTEST:

MAYOR

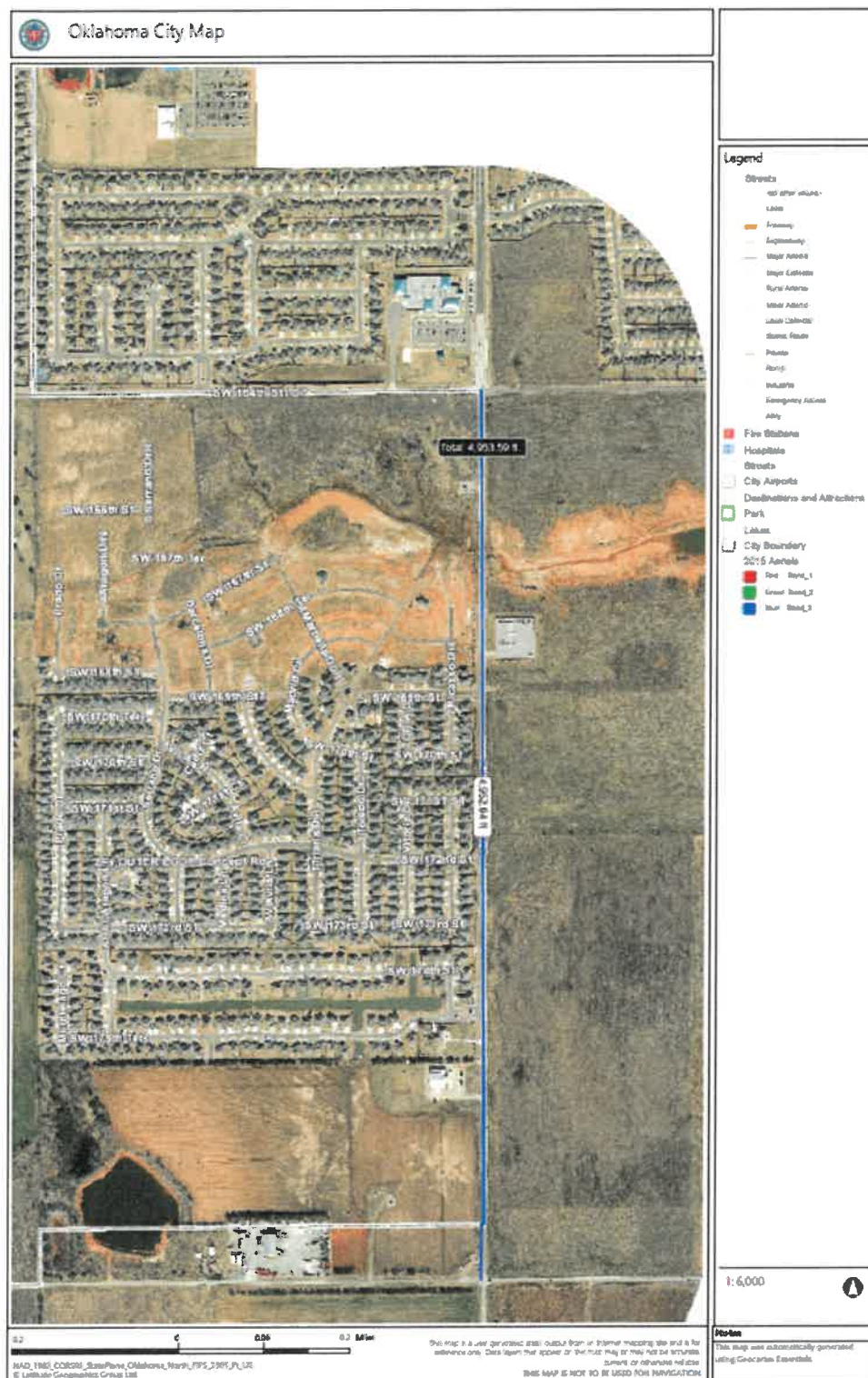
City Clerk

REVIEWED for form and legality.



City Attorney

(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)

ENGINEER'S ESTIMATE				
South Santa Fe Ave from SW 164th ST to Indian Hills RD				
24' Pavement Width, 6" Type S-3, 2" S5 and 8" Cement Slurry				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
MISC., EQIP. RENTAL (Milling)				\$50,000.00
TRAFFIC CONTROL SIGNS				\$50,000.00
CMP				\$10,000.00
CRUSHER RUN				\$15,000.00
12" ROCK	TONS	852.95	\$19.75	\$16,845.76
SURGE ROCK				\$15,000.00
SOLID SLAB SODDING	SY	16,133.000	\$1.80	\$29,039.40
CEMENT SLURRY	TONS	211.00	\$225.00	\$47,475.00
TACK COAT (SS-1)	GAL	1,600.00	\$1.95	\$3,120.00
HOT MIX ASPHALT TYPE S3 (PG64-22OK)	TONS	5,203.00	\$50.00	\$260,150.00
SUPERPAVE, TYPE S5 (PG76-28 OK)	TONS	1,734.00	\$55.00	\$95,370.00
TRAFFIC STRIPE (PLASTIC)(4"WIDE)	LF	14,200.00	\$0.65	\$9,230.00
TAFFIC STRIPE(PLASTIC)(24"WIDE)	LF	79.00	\$3.00	\$237.00
			TOTAL	\$601,467.16

Sod

Fly ash

Tack

S-3

S-5

4" Strip

Stop Bars

