

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY AND THE CITY OF OKLAHOMA CITY,
PROJECT NO. PJ-CL-0073, 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 “City,” each a “Party” and collectively “the Parties.”

WITNESSETH:

WHEREAS, on May 20, 2025, the Parties entered into a General Mutual Cooperation Agreement for construction, improvement, repair, and maintenance of those roads, streets, and highways and other public facilities within the shared boundaries of the County and City; and

WHEREAS, pursuant to the General Mutual Cooperation Agreement the Parties desire to enter into this Agreement for the purpose of -reconstruction of S Midwest Boulevard - from SE 149th Street to SE 179th Street, (hereinafter referred to as the “Project”) as more particularly depicted in **Attachment “A”** (attached hereto and incorporated herein by reference); and

WHEREAS, the County desires to construct and complete the Project and pay for the labor, equipment, and materials necessary to do so, except for those costs for which the City agrees to pay, in accordance with the terms and conditions herein; and

WHEREAS, the City desires to pay for the cost of those materials and services listed in **Attachment “B”** (attached hereto and incorporated herein by reference) in accordance with the terms and conditions herein; and

WHEREAS, the estimated cost of the City’s share for this Project is two hundred fifty thousand eight hundred five dollars and seventy-eight cents (\$250,805.78) (hereinafter referred to as the “Estimated Cost”).

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

1. City:

- A. A. Upon execution of this Agreement, Oklahoma City will encumber three hundred thirteen thousand five hundred seven dollars and twenty-three cents, (\$313,507.23), being equal to 125% of the Estimated Cost (hereinafter referred to as the “Encumbered Cost”).

- B. Within thirty (30) days of receipt of invoice from the County, the City will pay the County one hundred seventy-five thousand five hundred sixty-four dollars and five cents (\$175,564.05), being equal to approximately 70% of the Estimated Cost (hereinafter referred to as the "Advance Payment").
- C. Upon completion of the Project and within thirty (30) days of receipt of invoice from the County, the City will pay the County for the actual cost of the materials and services listed in Attachment B used to complete the Project (hereinafter referred to as the "Actual Cost") less the amount of the Advance Payment, up to but not to exceed the Encumbered Cost.
- D. The City Engineer is authorized to approve payment to the County for the City's obligations herein in an amount up to but not to exceed the Encumbered Cost.
- E. In the event the City is notified by the County that the Actual Cost is likely to exceed the Encumbered Cost, the Parties will promptly and in good faith negotiate a written amendment to this Agreement to account for such difference.
- F. The City shall have the right to inspect the Project during construction and prior to completion.
- G. Upon completion of the Project, dedication of the Project by the County to the City, and City acceptance of the dedication, the City will be responsible for maintaining the Project.

2. County.

- A. The County will construct and complete the Project in accordance with Oklahoma law.
- B. The County will commence construction of the Project within thirty (30) days of the date this Agreement is executed by the last of all Parties hereto.
- C. The County will move all encroaching fences to the limits of the statutory right-of-way as needed.
- D. The County will clean drainage ditches on each side of South Midwest Boulevard within the Project area as needed.
- E. The County will remove and replace existing culverts under South Midwest Boulevard within the Project area as needed and place upstream and downstream riprap protection at least six (6) feet on both sides of each culvert.
- F. The County will place sod on disturbed areas on each side of South Midwest Boulevard within the Project area.

G. The County will modify the Project subgrade width with 4% cement slurry or approved alternative and compact to 95% Standard Proctor Density and apply a double chip seal to the surface (2.00 Mile).

H. The County will promptly notify the City in writing whenever the County has reason to believe that the City's Actual Cost will be greater than the City's Encumbered Cost. As part of the notification, the County will provide the City with the basis for the increase and a revised estimated cost to account for the difference. The Parties will then promptly and in good faith negotiate a written amendment to this Agreement to account for such difference.

3. No Liability. No Party or entity shall be liable for the acts or omissions of the other Party or for failure to inspect or supervise the performance of the other Party.

4. Term. This Agreement shall become effective on the date this Agreement is executed by the last of all Parties hereto and will continue until completion and acceptance of the Project and payment of the County in accordance herewith. Party may sooner terminate this Agreement prior to commencement of construction of this Project upon written notice of at least fourteen (14) days. If terminated prior to commencement of construction, the County will refund the City's Advance Payment if already paid to the County. Once construction has commenced, the Parties may only terminate this Agreement upon written approval of City and the County.

5. Amendment and Assignment. This Agreement may only be amended or modified by a subsequent written agreement by the Parties. This Agreement cannot be assigned without written permission of both Parties.

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APPROVED by the Board of County Commissioners, Cleveland County, this
_____ day of _____, 2026.

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

Chairman

Member

Member

ATTEST:

County Clerk

Deputy: _____

REVIEWED for form and legality.

Assistant District Attorney

APPROVED by the City of Oklahoma City this _____ day of _____, 2026.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

REVIEWED for form and legality.

Assistant Municipal Counselor

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



ATTACHMENT "B"
(Materials and Services the Responsibility of the City)

ESTIMATED COST				
South Midwest Boulevard, SE 149th Street to SE 179th Street				
24' Pavement Width, Double Chip Seal and 8" Cement Slurry				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
MISC., EQIP. FUEL SURCHARGE	1	3%		\$7,305.02
TRAFFIC CONTROL SIGNS				\$20,000.00
CMP				\$10,000.00
CRUSHER RUN				\$0.00
12" ROCK	TONS	852.95	\$19.75	\$16,845.76
SURGE ROCK				\$0.00
SOLID SLAB SODDING	SY	10,325.000	\$1.80	\$18,585.00
Double Chip Seal	SY	18,000.000	\$2.75	\$49,500.00
CEMENT SLURRY/STABILIZATION	TONS	295.00	\$290.00	\$85,550.00
TACK COAT (SS-1)	GAL	1,600.00	\$2.45	\$3,920.00
HOT MIX ASPHALT TYPE S3 (PG64-22OK)	TONS	460.00	\$85.00	\$39,100.00
SUPERPAVE, TYPE S5 (PG76-28 OK)	TONS	0.00	\$55.00	\$0.00
TRAFFIC STRIPE (PLASTIC)(4"WIDE)	LF	0.00	\$0.65	\$0.00
TRAFFIC STRIPE(PLASTIC)(24"WIDE)	LF	0.00	\$3.00	\$0.00
			TOTAL	\$250,805.78