

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY (COUNTY), THE CITY OF NORMAN, OKLAHOMA (NORMAN), AND CITY OF NOBLE, OKLAHOMA (NOBLE) FOR PROJECT NO. X, PAVEMENT MAINTENANCE ON 60TH AVENUE SE FROM POST OAK ROAD TO ETOWAH ROAD

THIS AGREEMENT is entered into on the ____ day of _____, 2023 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,” and the City of Noble, hereinafter referred to as “Noble”.

WITNESSETH:

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

WHEREAS, Norman and Noble desire to conduct asphalt pavement maintenance on one mile of a rural, two-lane section line roadway, portions of which are located within the limits of Norman and Noble; and

WHEREAS, the County desires and intends to enter into agreement with the Cities of Norman and Noble to provide for sharing in labor and equipment for hauling of Asphalt Materials attributable to the portion of the project being completed in each city’s limits; and

WHEREAS, Norman, Noble and the County desire to enter into this Agreement for the purpose of this project, the repair and maintenance of pavement on 60th Avenue SE From Post Oak Road to Etowah 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, Noble and the County have agreed to jointly participate in this Project to the extent the project is constructed within the Norman and Noble 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, Noble agrees to reimburse the County and Norman for the cost of certain other materials and expenses as provided in this Agreement as it pertains to the portion of roadway within Noble municipal limits; and

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

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

- A. Norman shall provide labor, equipment and materials necessary to maintain, improve and construct asphalt pavement repairs on 60th Avenue SE between Post Oak Road and Etowah Road; portions of which are within the municipal limits of Norman and Noble and further detailed in “**Attachment A**”.
- B. Norman will furnish supervision, labor, equipment, surveys, materials listed on **Attachment “B,”** traffic control, and subcontractors as required to complete the Project.

C. Norman shall provide prompt invoices for billing purposes to parties as assigned.

2. The County:

- A. The County shall provide labor and equipment necessary for hauling material provided by Norman to the project.
- B. The County shall provide tickets for asphalt material delivered on a daily basis to Norman for quality control and budget management purposes.

3. Noble:

- A. Noble shall have the right to inspect the Project during construction and/or reconstruction and prior to completion.
- B. Within thirty (30) days after completion of the Project and receipt of proper invoicing by Norman or the County, Noble will reimburse Norman or the County as provided in paragraph below.
- C. Noble will reimburse Norman or the County for actual materials costs and actual subcontractor expenses, based upon competitively bid contracts, paid by Norman or the County for the described Project listed on **Attachment "B"** up to \$100,700.00, 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 Noble 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.
- D. Noble agrees that upon completion of this Project, dedication of the Project by Norman, acceptance by Noble, and opening of the Project to traffic, Noble shall become responsible for all subsequent road maintenance and repairs to the Project within the city limits of Noble, as shown on **Attachment "A"**.

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 Norman hereunder. Norman will commence construction of the Project within Thirty(30) days of the effective date of this Agreement or at such time all parties agree to project commencement. 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, Noble 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, Noble 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
5 day of September, 2023.

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 _____, 2023.

THE CITY OF NORMAN

ATTEST:

MAYOR

City Clerk

REVIEWED for form and legality.

City Attorney

APPROVED by the City of Noble this 5th day of September, 2023.

THE CITY OF NOBLE

Phillip [Signature]
MAYOR

ATTEST:

Julie Legler
City Clerk



REVIEWED for form and legality.

[Signature]
City Attorney