

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

CITY OF BROKEN ARROW: OLIVE AVENUE FROM KENOSHA TO ALBANY

Project No.: STP-272B(451)IG

State Job No.: 33310(04)

This Supplemental and Modification Agreement, made the day and year last written below, by and between the City of Broken Arrow, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

WHEREAS, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor.

NOW, THEREFORE: the Department and Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

- A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated TAP cost of **\$7,946,000** as described below:

Old Funding Table

FUNDING SOURCE =>			INCOG FEDERAL		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
33310(04)	Construction - (With 6% Inspection)	\$5,579,257	80 up to a limit of	\$3,930,000	Remainder	\$1,649,257
Total		\$5,579,257	Total=>	\$3,930,000	Total=>	\$1,649,257

New Funding Table

FUNDING SOURCE =>			INCOG FEDERAL		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
33310(04)	Construction - (With 12% Inspection)	\$9,910,332	80 up to a limit of	\$7,946,000	Remainder	\$1,964,332
Total		\$9,910,332	Total=>	\$7,946,000	Total=>	\$1,964,332

*****This supplement is to CAP the FEDERAL funds*****

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP 33310(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The SPONSOR will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the SPONSOR or additional funding will be requested. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto

subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF Broken Arrow

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY
OF Broken Arrow

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government DATE
Division

Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE