

**ENGINEERING CONTRACT FUNDING AGREEMENT
AMENDMENT #1**

**BY AND BETWEEN THE CITY OF
BROKEN ARROW AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**FOR ENGINEERING SERVICES INVOLVING
BROKEN ARROW CENTENNIAL TRAIL PHASE IV**

31601(05)

AGREEMENT

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

WHEREAS, the Board of Directors of the Indian Nations Council of Governments (INCOG) has authorized the expenditure of allocated federal STP funds toward the engineering of an eligible improvement for the CITY, specifically described as follows:

Design Engineering Services –
BROKEN ARROW CREEK TRAIL PROJECT

WHEREAS, the CITY requests that the Department process Contract Amendment #1 for the described engineering services with the selected Consultant **R.L. Shears Co.** a qualified consultant.

WHEREAS, the DEPARTMENT is of the opinion that the CITY is capable of administering the described engineering contract in a satisfactory manner;

NOW, THEREFORE, it is mutually agreed by the CITY and the DEPARTMENT that:

- 1) The DEPARTMENT agrees to provide to the CITY a fully executed, negotiated engineering contract amendment # 1 by and between the DEPARTMENT and the consulting engineer for the described engineering services. Said agreement shall include and encompass all current applicable Federal Highway Administration Contract Provisions.
- 2) Based on a negotiated contract amendment #1 amount of **\$23,300**, (Twenty-Three-Thousand-Three-Hundred Dollars) the DEPARTMENT, agrees to utilize federal STP Enhancement funds to provide 75% of the stated contract price, in the amount of **\$17,475** (Seventeen-Thousand-Four-Hundred-Seventy-Five Dollars). The CITY agrees to provide 25% of the contract price, in the amount of **\$5,825**, (Five-Thousand-Eight-Hundred-Twenty-Five Dollars) which shall be placed on deposit with the DEPARTMENT upon execution of this agreement.

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name and the CITY has executed same pursuant to authority prescribed by law.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

CITY OF BROKEN ARROW

APPROVED AS TO FORM
AND LEGALITY

By _____
CITY ATTORNEY

By _____
MAYOR

By _____
ATTEST: CITY CLERK

(SEAL): Approved - City of BROKEN ARROW

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT DIVISION DATE DIRECTOR OF CAPITAL PROGRAMS DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

GENERAL COUNSEL DATE

DEPUTY DIRECTOR DATE