

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT
LUTHER ROAD FROM SH62/NORTH OF 23RD ST NORTH TO NE 36TH ST. D2
Project No.: STP-255C(654)CI
State Job No.: 28718(04)**

This Supplemental and Modification Agreement, made the day and year last written below, by and between the Board of County Commissioners in and for Oklahoma County, hereinafter referred to as the County, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, said parties being the same who executed the original Project Maintenance, Financing, And Right-Of-Way Agreement, 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 County, 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 12.1 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 County.

NOW, THEREFORE: the Department and County, 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: CONSTRUCTION FUNDING

4.1 The Department and the County agree that the project will be financed at a not-to-exceed, total estimated CIRB cost of \$4,837,275.00 as described below:

Old Funding Table

FUNDING SOURCE =>			STP		CIRB		County	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
28718(05)	Design -	\$1,084,275			100	\$1,084,275		\$0
28718(06)	Right-of-Way -	\$1,000,000			100	\$1,000,000		\$0
28718(07)	Utilities -	\$500,000			100	\$500,000		\$0
28718(04)	Construction - (With 6% Inspection)	\$3,562,500	80 up to a limit of		Remainder	3,562,500		\$0
Total		\$6,146,775	Total=>		Total=>	\$6,146,775	Total=>	\$0

New Funding Table

FUNDING SOURCE =>			STP		CIRB		County	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
28718(05)	Design -	\$1,084,275			100	\$1,084,275		\$0
28718(06)	Right-of-Way -	\$250,000			100	\$1,000,000		\$0
28718(07)	Utilities -	\$500,000			100	\$500,000		\$0
28718(04)	Construction - (With 6% Inspection)	\$3,470,000	80 up to a limit of	\$467,000	Remainder	\$3,003,000		\$0
Total		\$5,304,275		\$467,000	Total=>	\$4,837,275	Total=>	\$0

This supplement is to add Federal Funds and decrease CIRB funds on the project.

4.2 Furthermore, the Department and the County agree that actual CIRB costs incurred by project phases (JP 28718(04,05,06,07)) 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 COUNTY 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 COUNTY 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 COUNTY or additional funding will be requested. The COUNTY 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 or his designee, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation, and the County has executed same pursuant to authority prescribed by law.

The County on the ____ day of _____, _____, and the Department on the ____ day of _____, _____.

APPROVED AS TO FORM AND
LEGALITY:

Board of County Commissioners
County of Oklahoma:

Joe Skender 1-12-2006

District Attorney Date District 1 Date

ATTEST:

District 2 Date

County Clerk
(Seal)

District 3 Date

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY:

RECOMMENDED:

ODOT General Counsel Date

Local Government Date
Division

APPROVED BY:

STATE OF OKLAHOMA DEPARTMENT
OF TRANSPORTATION

Director of Project Delivery Date

Deputy Director Date