

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

INTERSECTION OF BRITTON RD & LUTHER RD (PART OF JP 28718) D2

**Project No.: STP-255C(556)CO**

**State Job No.: 34963(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 \$150,000 as described below:

Old Funding Table

FUNDING SOURCE =>			STBG		CIRB	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
34963(05)	Design -					
34963(06)	Right-of-Way -	\$50,000			100	\$50,000
34963(07)	Utilities -	\$100,000			100	\$100,000
34963(04)	Construction - (With 6% Inspection)	\$767,000	80 up to a limit of	\$467,000	Remainder	\$300,000
<b>Total</b>		<b>\$917,000</b>	<b>Total=&gt;</b>	<b>\$467,000</b>	<b>Total=&gt;</b>	<b>\$450,000</b>

New Funding Table

FUNDING SOURCE =>			STBG		CIRB		COUNTY	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT		
34963(05)	Design -							
34963(06)	Right-of-Way -	\$50,000			100	\$50,000		
34963(07)	Utilities -	\$100,000			100	\$100,000		
34963(04)	Construction - (With 6% Inspection)	\$548,447*	80 up to a limit of	\$438,757*			Remainder	\$109,690*
<b>Total</b>		<b>\$698,447</b>	<b>Total=&gt;</b>	<b>\$438,757</b>	<b>Total=&gt;</b>	<b>\$150,000</b>	<b>Total=&gt;</b>	<b>\$109,690</b>

\*This supplement is to decrease the federal funds based on the Engineer's Estimate and to change the matching construction funds from CIRB to County funds.\*

4.2 Furthermore, the Department and the County agree that actual CIRB costs incurred by project phases (**JP 34963(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 \_\_\_\_\_, 2021, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM AND  
LEGALITY:

Board of County Commissioners  
County of OKLAHOMA:



4-26-22

\_\_\_\_\_  
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  
Division Engineer

\_\_\_\_\_  
Date

APPROVED BY:

STATE OF OKLAHOMA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
Director of Project Delivery

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Date

#227

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

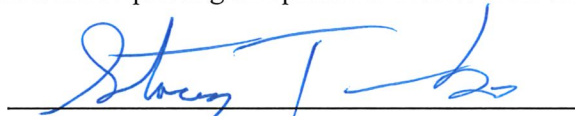
IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

REQUESTED BY: Stacey Trumbo

**DATE OF REQUEST:** 4.22.22 **COUNTY DEPARTMENT MAKING REQUEST:** Engineering  
**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:**


Form and Legality

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

  
COUNTY OFFICER

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** \_\_\_\_\_

**REPLY BY DISTRICT ATTORNEY:** Revised 4-26-22

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 

DAVID PRATER  
DISTRICT ATTORNEY

By: \_\_\_\_\_

RECEIVED  
APR 26 2022  
CIVIL DIVISION  
DISTRICT ATTORNEY