

TRANSPORTATION ENHANCEMENT PROJECT

SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 2

State Job No. 24554(04)

F.A. Project No. STP-114E(199)EH

LEGACY TRAIL SOUTH EXTENSION

This Supplemental Agreement Project Agreement is made and entered into by and between the Oklahoma Department of Transportation, (hereinafter **DEPARTMENT**), and the City of Norman, Cleveland County, Oklahoma, (hereinafter **SPONSOR**) said parties being the same who executed the original Transportation Enhancement Project Agreement.

WITNESSETH

WHEREAS: It is deemed necessary by the **DEPARTMENT** and **SPONSOR**, and in order to revise the scope of the original Transportation Enhancement Project Agreement; and

WHEREAS: Under the terms of Section 15, Paragraph A of the original Transportation Enhancement Project 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 Transportation Enhancement Project Agreement;

Section 1: PROJECT FUNDING

- A. The **DEPARTMENT** agrees that Federal Aid Surface Transportation Program Funds shall be used to provide 80% of the Transportation Enhancement Program eligible project costs estimated to be \$ 320,000.00 and the **SPONSOR** agrees

that non-federal **SPONSOR** funds shall be used to provide their obligation of 20% of the eligible project costs estimated to be \$ 80,000.00 for a total eligible project cost estimate of \$ 400,000.00 including the project specific activities and estimated funding amounts as exemplified in Attachment "A", titled "Table 1, Estimated Project Budget".

Section 4: PROJECT COST REIMBURSEMENT

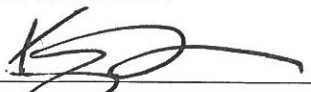
- A. The total amount of Federal-Aid funds allowable to the Legacy Trail South Extension Transportation Enhancement Project under the Transportation Enhancement provisions of the Transportation Equity Act is \$ 320,000.00. The **SPONSOR** shall provide \$ 80,000.00 in matching funding as set forth in the project budget delineated in Attachment "A", titled "Table 1, Estimated Project Budget".

- B. That the original Transportation Enhancement Project 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 Deputy Director of the **DEPARTMENT** of Transportation, or his designee, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the **DEPARTMENT** of Transportation and the **SPONSOR** has executed same pursuant to authority prescribed by law. The **SPONSOR** on this ____ day of _____, 20____, and the **DEPARTMENT** on the ____ day of _____, 20____.

CITY OF NORMAN

APPROVED AS TO FORM
AND LEGALITY



City Attorney

Mayor

ATTEST:

(Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

General Counsel

Deputy Director

Recommended for Approval:

Special Projects Branch Manager

STATUTORY AFFIDAVIT

State of _____)
County of _____)

Affiant, _____ of lawful age, and having been first duly sworn, on oath says:

1. (S)he is the duly authorized agent of _____ (sponsor), the sponsor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the sponsor nor anyone subject to the sponsor's direction or control has paid, given or donated or agreed to pay , give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached; and

The sponsor further certifies that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

If this contract is for professional services **and** if the final product is a written proposal, report, or study, the sponsor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature


Date

Printed Name

Title

State of _____

County of _____

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY  DATE 10/1/12

Subscribed and sworn before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

My Commission Number: _____

ATTACHMENT "A"

Table 1 Estimated Project Budget Legacy Trail South Extension	
ITEM	Estimated Cost
- Design	\$ 50,000.00
SUPPLEMENTAL AND MODIFICATION NO. 1	
- Additional Design	\$ 25,620.00
SUPPLEMENTAL AND MODIFICATION NO. 2	
- Construction/Other	\$ 324,380.00
80% Federal Funds	\$ 259,504.00
20% Sponsor Funds	\$ 64,876.00
TOTAL PROJECT ESTIMATE	\$ 400,000.00
80% Federal Funds	\$ 320,000.00
20% Sponsor Funds	\$ 80,000.00