



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 9, 2007

RECEIVED

MAY 18 2007

COUNTY JUDGE

Honorable J. D. Salinas III
Hidalgo County Judge
P. O. Box 1356
Edinburg, Texas 78540

RE: Amendment #1 to Hidalgo County SW Loop Agreement (CSJ: 0921-02-172)

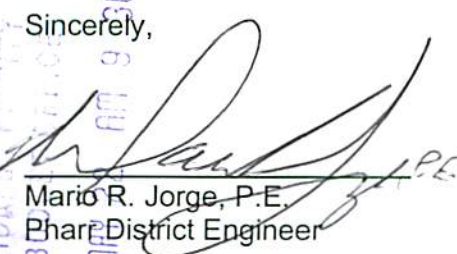
Honorable Judge Salinas:

We are in receipt of your letter dated March 1, 2007, indicating that Hidalgo County is interested in taking the lead on the engineering development portion of the Hidalgo County SW Loop project. As a result of your request, we have stopped our procurement process for engineering services and prepared the attached Amendment (two originals) to the executed Advance Funding Agreement for the County's consideration.

If the County does now wish to be responsible for the schematics, public involvement, right of way determination and environmental studies, please sign and return both originals, include a new resolution from the County Commissioners' Court specifically outlining and authorizing this change, and submit a check or warrant payable to the "Texas Department of Transportation Trust Fund" in the amount of \$4,000 to cover the County's estimated participation for State Review costs. If on the other hand the County would like for us to continue as originally agreed upon, please also advise so we can continue with our procurement of engineering services.

If you have any questions or need additional information, please feel free to call me or Mr. Jody Ellington, P.E., at (956) 702-6100.

Sincerely,


Mario R. Jorge, P.E.
Pharr District Engineer

cc. Behrooz Badiozzamani, P.E.
Jody Ellington, P.E.
Homer Bazán, Jr., P.E.
Robin Boone, P.E.
District File

ORIGINAL

CSJ #: 0921-02-172
District #: 21 (Pharr)
Code Chart 64 #: 50109 (County of Hidalgo)
Project: Hidalgo County Loop SW Portion

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the "Local Government".

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 4th day of August 2006 to effectuate their agreement to undertake and complete a highway improvement generally described as the Hidalgo County Loop SW Portion; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

Article 8, Article 10, and Attachment C of the original agreement are amended as outlined below to accommodate the County's request to take the lead in being responsible for the schematics, public involvement, right of way determination, and environmental impact studies.

Article 8, Environmental Assessment and Mitigation – The entire section is voided in its entirety and replaced with the following:

"Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated."

Article 10, Architectural and Engineering Services – The first sentence is voided and replaced with the following:

"The Local Government has the responsibility for the performance of architectural and engineering services."

Attachment C, Project Budget – This attachment is voided in its entirety and is replaced with the attached Attachment C-1 , "Project Costs and Funding Participation".

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

County of Hidalgo
Name of Local Government

By: _____
Signature

Honorable Juan "J.D." Salinas
Printed Name

Judge, County of Hidalgo
Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullinex
Director of General Counsel
Office of General Counsel
Texas Department of Transportation

Date

ATTACHMENT C-1 Project Costs and Funding Participation

A total of \$ 800,000 in SAFETEA-LU Federal funding has been allocated for this Southwest portion of the Hidalgo County Loop. This Federal funding is capped and does require a 20% local match (\$ 200,000), resulting in a total funding amount of \$1,000,000 for the project. The Local Government is responsible for this local match, and is also 100% responsible for all project costs above the capped Federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation (capped)		State Participation		Local Government Participation	
		%	Cost	%	Cost	%	Cost
1.) Schematics, Public Involvement, Right of Way Determination and Environmental Studies (Estimated @ \$980,000.00)	\$ 1,000,000.00	80% for the first \$1,000,000	\$ 800,000.00	0%	\$ 0.00	20% for the first \$1,000,000	\$ 200,000.00
2.) Direct Cost – State Review Cost (Estimated at \$20,000)						100% for all costs above \$1,000,000	\$ 0.00
Construction Plans, Specifications and Estimate Package	n/a at this time						
Right of Way Acquisition	n/a at this time						
Construction and Construction Engineering & Contingencies	n/a at this time						
TOTAL	\$ 1,000,000.00		\$ 800,000.00		\$ 0.00		\$ 200,000.00

It is understood that the Local Government will transmit to the State, a warrant or check made payable to the "Texas Department of Transportation Trust Fund" in the amount of **\$4,000.00** to cover the Local Governments estimated share of the State's Review costs.

It is further understood that the above costs are estimates only. Final participation amounts will be based on actual charges to the project, taking into account the capped Federal funding outlined above.

Reimbursement for expenses incurred by the Local Government in performing this work need to include documentation of the actual costs, evidence of the work performed, and proof that the work has already been paid for by the Local Government. Services provided prior to the date of the executed Advance Funding Agreement will not be eligible for reimbursement.

If the Local Government is the owner of any part of a project site, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to review and approve the work.