

**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, called the State, and County of Williamson, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on February 28 of 2018 to effectuate their agreement to construct a 10 foot wide concrete trail with up to two bicycle and pedestrian bridges over Brushy Creek, the trail is approximately 2.75 miles; and,

**WHEREAS**, the Local Government is currently unable to acquire right-of-way along a 1-mile parcel of the proposed trail route in time to let the project by the September 2018 deadline

**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, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

- A. Article 4.1 Scope of Work, Use of Project, and Project Location is deleted in its entirety and replaced with:

4.1 The scope of work for Project (located as shown in Amended Attachment B-1, Project Location Map) consists of: construction of a 10 foot wide concrete trail with one bicycle and pedestrian bridge over Brushy Creek. The trail shall begin at the Round Rock Heritage Trail at Creekside Plaza and stretch for 1.1 miles along Brushy Creek, concluding with a pedestrian turn-around and seating area.

- B. Attachment B – Project Location Map, is deleted in its entirety and replaced with Attachment B-1, which is attached to this Amendment

- C. Attachment C – Project Estimate and Source of Funds is deleted in its entirety and replaced with Attachment C-1, which is attached to this Amendment

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

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

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Dan A. Gattis  
County Judge

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Date

**THE STATE OF TEXAS**

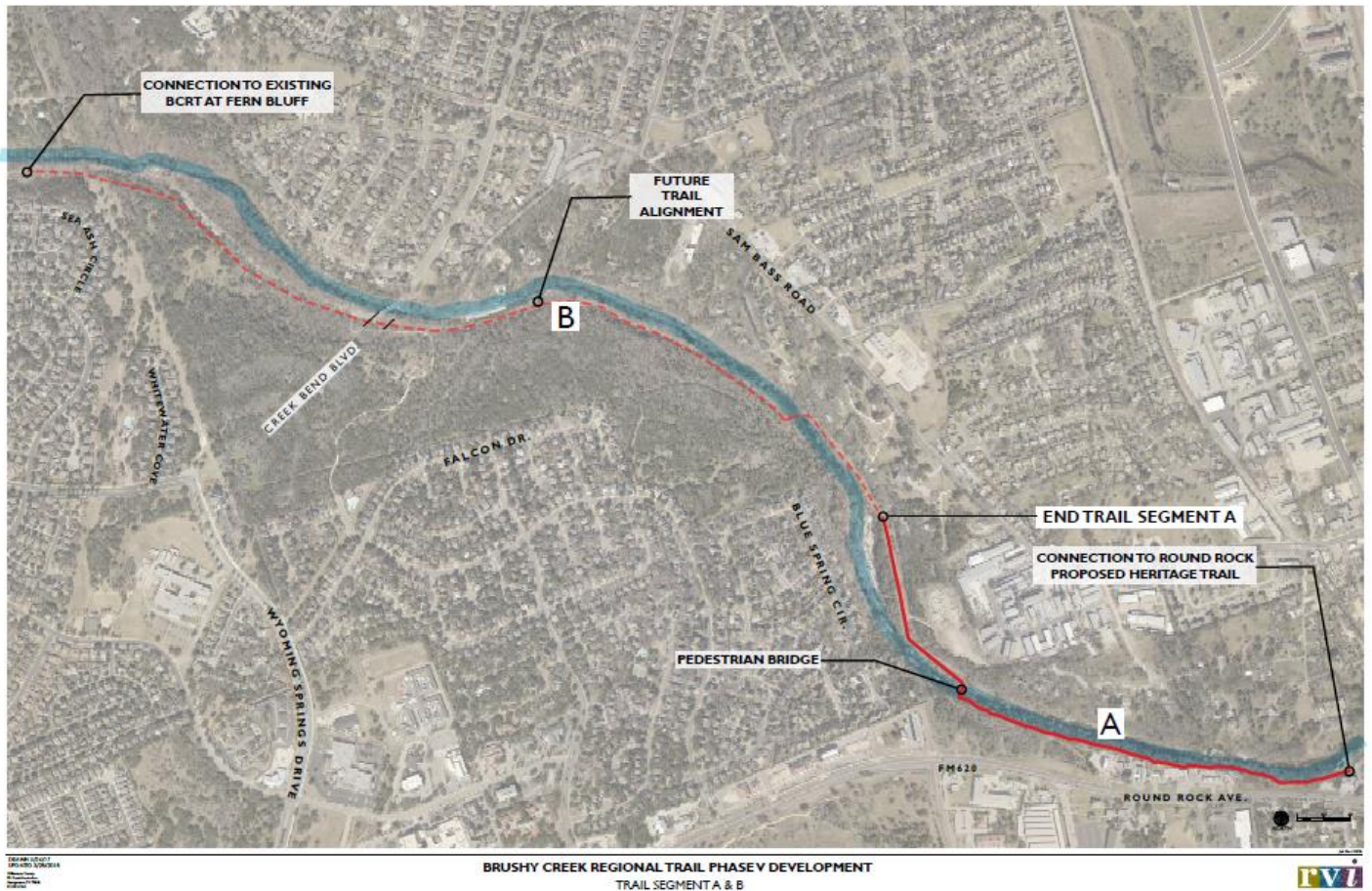
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Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

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Date

### ATTACHMENT B-1 PROJECT LOCATION MAP



**ATTACHMENT C-1**

**PROJECT ESTIMATE AND SOURCE OF FUNDS**

LG Performs PE Work or Hires Consultant / LG Lets Project to Construction

<b>Work Performed by Local Government ("LG")</b>							
<b>Description of Project Costs to be Incurred</b>	<b>Total Project Cost Estimate</b>	<b>Federal Participation</b> <small>Includes additional percentage for TDC apportionment where applicable</small>		<b>State Participation</b>		<b>Local Government (LG) Participation</b> <small>Includes any EDC reduction where applicable</small>	
		<b>%</b>	<b>Cost</b>	<b>%</b>	<b>Cost</b>	<b>%</b>	<b>Cost</b>
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$193,042	0%	\$0	0%	\$0	0%	\$193,042
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction	\$1,449,838	57%	\$826,408	0%	\$0	43%	\$623,430
In-kind donation Value <small>(Add to Total Project Cost - 20% Maximum value)</small>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by LG Subtotal</b>	<b>\$1,642,880</b>		<b>\$826,408</b>		<b>\$0</b>		<b>\$816,472</b>
<b>Work Performed by the State (Local Participation paid up front by LG to TxDOT)</b>							
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way <sup>3</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by State Subtotal</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering <sup>1</sup>	\$32,621	80%	\$26,097	0%	\$0	20%	\$6,524
Environmental Cost <sup>1</sup>	\$21,747	80%	\$17,398	0%	\$0	20%	\$4,349
Right of Way <sup>1</sup>	\$5,435	80%	\$4,348	0%	\$0	20%	\$1,087
Utilities <sup>1</sup>	\$5,435	80%	\$4,348	0%	\$0	20%	\$1,087
Construction <sup>2</sup>	\$152,237	80%	\$121,789	0%	\$0	20%	\$30,448
Direct State Costs Subtotal	\$217,475	80%	\$173,980	0%	\$0	20%	\$43,495
Indirect State Costs	\$92,500		\$0		\$92,500		\$0
<b>TOTAL PARTICIPATION</b>	<b>\$1,952,855</b>		<b>\$1,000,388</b>		<b>\$92,500</b>		<b>859,967</b>
In-kind Contribution Credit Applied							
<b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>							<b>\$859,967</b>

The estimated total participation by Local Government is \$859,967, plus 100% of overruns. (\*Local Government will provide an overmatch.)

Total estimated payment by Local Government to State is \$43,495.

<sup>1</sup>Local Government's first payment of \$13,047 is due to State within 30 days from execution of this contract. (Previously received \$17,372 in November, 2016)

<sup>2</sup>Local Government's second payment of \$26,123 (= \$43,495 - \$17,372) is due to State within 60 days prior to the Construction contract being advertised for bids.

<sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$1,000,388.