

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 12/21/2017 to effectuate their agreement to improve the intersection of RM 2243 at Southwest Bypass; 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, 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. CSJ#0015-09-199 has been added to the header.

B. Article 3. Scope of work, is deleted in its entirety and replaced with the following

**Scope of Work**

The Local Government shall design and construct an eastbound right turn lane and mill and overlay of the existing RM 2243 to improve crown at crossover of the intersection of RM 2243 at SouthWest Bypass. The Local Government shall also design and install new striping at the intersection of SouthWest Bypass and Inner loop, identified as CSJ#0015-09-199, as shown in Attachment B-1.

The Local Government shall also design a traffic signal in accordance with department standards. If the traffic signal is warranted, based on actual traffic volumes and before construction is complete for the right turn lane and overlay work, the Local Government will fully construct the signal at its expense. The State will inspect the project before acceptance.

If the traffic signal is not warranted before construction is complete, the Local Government will install the traffic signal poles, including illumination. At such time when

the traffic signal is warranted, the Local Government shall then provide the mast arms to the State. After which, the State will construct the traffic signal.

C. Article 4. **Project Sources and Uses of Funds** is deleted in its entirety and replaced with the following

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment C-1, Project Budget, which is attached to and made a part of this Agreement

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

- D. Article 23. **Inspection of Books and Records** is deleted in its entirety and replaced with the following:

**23. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

- E. Attachment B Project Map is deleted in its entirety and replaced by Attachment B-1 Project Map which is attached to and made part of this Amendment
- F. Attachment C Project Budget is deleted in its entirety and replaced by Attachment C-1, Project Budget, which is attached to and made part of this Amendment.

The contract budget is increased by \$77,998 from \$438,048 to \$516,046 because additional scope is added with CSJ 0015-09-199

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.

Each party is signing this amendment on the date stated under that party's signature.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bill Gravell, Jr.

\_\_\_\_\_  
Williamson County Judge

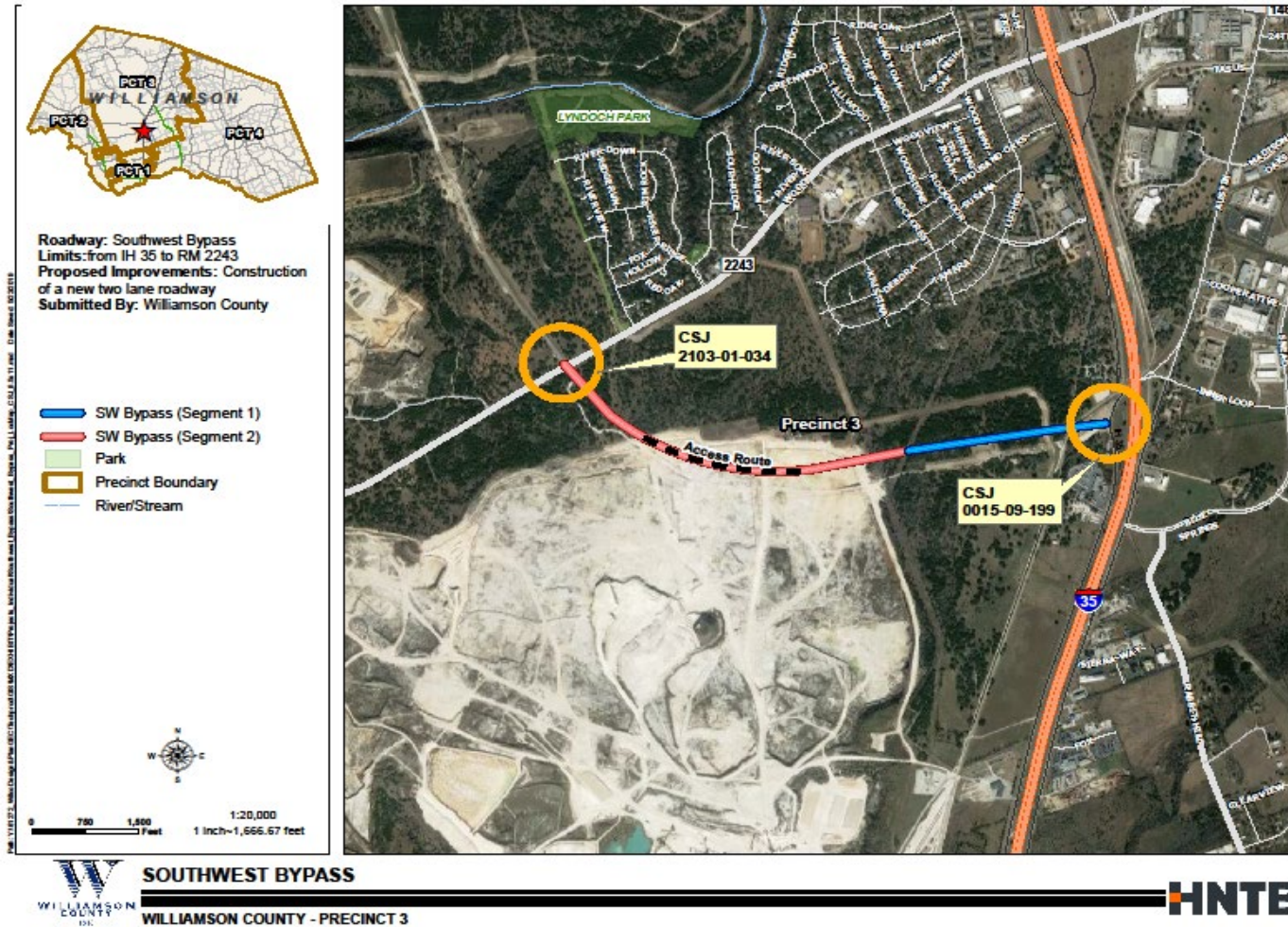
\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

## ATTACHMENT B-1 PROJECT MAP



## ATTACHMENT C-1 PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, and State funding is used for the direct and indirect costs. The Local Government will then be responsible for 100% of the project costs.

Description 2103-01-034	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$35,000	0%	\$0	100%	\$35,000
Environmental(by Local Government)	\$5,000	0%	\$0	100%	\$5,000
Construction (by Local Government)	\$350,000	0%	\$0	100%	\$350,000
Subtotal	\$390,000		\$0		\$390,000
Environmental Direct State Costs	\$2,488	0%	\$2,488	0%	\$0
Right of Way Direct State Costs	\$622	0%	\$622	0%	\$0
Engineering Direct State Costs	\$3,732	0%	\$3,732	0%	\$0
Utility Direct State Costs	\$622	0%	\$622	0%	\$0
Construction Direct State Costs	\$17,148	0%	\$17,148	0%	\$0
Indirect State Costs (5.94%)	\$23,166	0%	\$23,166	0%	\$0
TOTAL 2103-01-034	\$438,048		\$48,048		\$390,000

Description 0015-09-199	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$20,000	0%	\$0	100%	\$20,000
Environmental (by Local Government)	\$20,000	0%	\$0	100%	\$20,000
Construction (by Local Government)	\$32,000	0%	\$0	100%	\$32,000
Subtotal	\$72,000		\$0		\$72,000
Environmental Direct State Costs	\$216	100%	\$216	0%	\$0
Right of Way Direct State Costs	\$54	100%	\$54	0%	\$0
Engineering Direct State Costs	\$324	100%	\$324	0%	\$0
Utility Direct State Costs	\$54	100%	\$54	0%	\$0
Construction Direct State Costs	\$1,512	100%	\$1,512	0%	\$0
Indirect State Costs (5.33%)	\$3,838	100%	\$3,838	0%	\$0
TOTAL 0015-09-199	\$77,998		\$5,998		\$72,000
TOTAL 2103-01-034	\$438,048		\$48,048		\$390,000
GRAND TOTAL	\$516,046		\$54,046		\$462,000

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0. This is an estimate.

The final amount of Local Government participation will be based on actual costs