

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 January 9, 2020 to effectuate their agreement to design and provide environmental clearance for a left turn lane at SH 29 and Corridor C Phase 1 and for a new bridge over SH 130 at Corridor C, both in Williamson County, Texas; and,

WHEREAS, the Governing Body of the Local Government has approved to commence the construction phase, and enter into this Amendment by resolution dated {Enter Date of Resolution}, which is attached to and made a part of this Agreement as Attachment A-1, Resolution.

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

Description of Amended Items

- A. Article 1. Responsible Parties is deleted in its entirety and replaced as follows:

1. Responsible Parties: For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	Local Government	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

B. Article 3, Scope of Work is deleted in its entirety and replaced as follows:

3. Scope of Work

The scope of work for this Project consists of:

- a. **CSJ 0337-02-050:** the design and environmental clearance for left turn lane at SH 29 and Corridor C Phase 1, as shown on Attachment B-1.
- b. **CSJ 0440-05-011:** design and environmental clearance for a new bridge over SH 130 at Corridor C, in Williamson County as shown on Attachment B-2, described as "Project".
- c. **CSJ 0337-02-050:** the construction for left turn lane at SH 29 and Corridor C Phase 1, as shown on Attachment B-1.
- d. **CSJ 0440-05-011:** construction for a new bridge over SH 130 at Corridor C, in Williamson County as shown on Attachment B-2, described as "Project".

C. Attachment C, Project Budget, is deleted in its entirety and replaced with Attachment C-1, Project Budget, which is attached to and made a part of this amendment. The budget is revised, and the contract amount is increased by \$8,380,781 from \$722,832 to \$9,103,163.

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

Bill Gravell, Jr.
County Judge

Date

THE STATE OF TEXAS

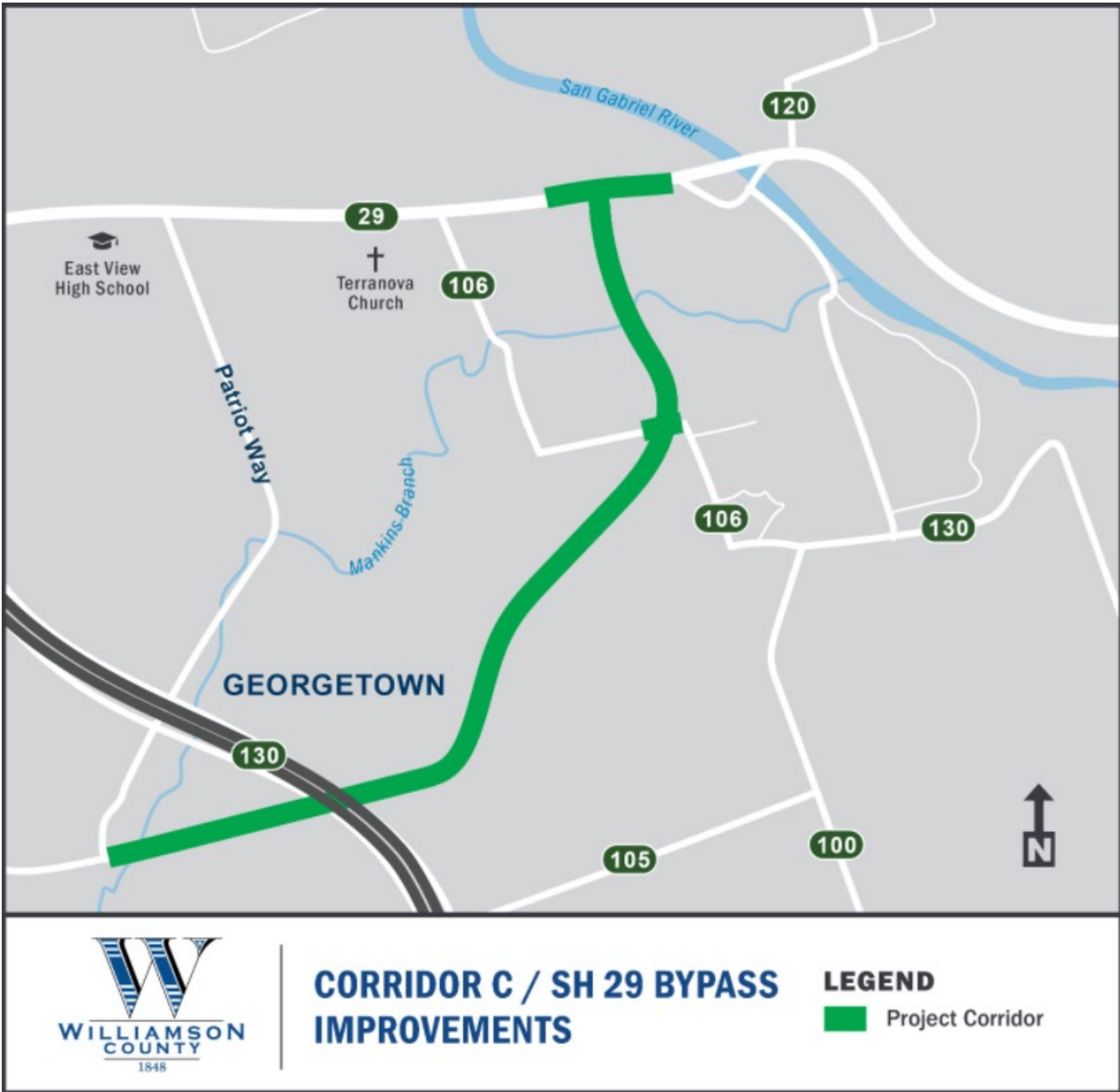
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ #0337-02-050, 0440-05-011
District # 14-AUS
Code Chart 64 #50246
Project: SH 29 at Corridor C / New
Bridge over SH 130 at Corridor C

ATTACHMENT A-1 RESOLUTION

ATTACHMENT B-2
PROJECT MAP



ATTACHMENT C-1 PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding.
The Local Government is responsible for 100% of any overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering & Env. (by Local Government) CSJ 0337-02-050	\$330,000	0%	\$0	100%	\$330,000
Environmental & Env. (by Local Government) CSJ 0440-05-011	\$330,000	0%	\$0	100%	\$330,000
Construction (by Local Government) CSJ 0337- 02-050	\$1,638,435	0%	\$0	100%	\$1,638,435
Construction (by Local Government) CSJ 0440- 05-011	\$6,013,438	0%	\$0	100%	\$6,013,438
Subtotal	\$8,311,873		\$0		\$8,311,873
Environmental Direct State Costs	\$51,949	100%	\$51,949	0%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$62,339	100%	\$62,339	0%	\$0
Utility Direct State Costs	\$0	0%	\$0	0%	\$0
Construction Direct State Costs	\$301,305	100%	\$301,305	0%	\$0
Indirect State Costs (4.52%)	\$375,697	100%	\$375,697	0%	\$0
TOTAL	\$ 9,103,163		\$ 791,290		\$8,311,873

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