

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 25, 2019 to effectuate their agreement to design and provide environmental clearance for an intersection Improvement Design at FM 397- CR 366 in Williamson County, Texas; 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

Description of Amended Items

A. Article 1. Responsible Parties is deleted in its entirety and replaced with the following:

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.	Local Government	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.	Local Government	Right of Way and Real Property	Article 15

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

3. Scope of Work

- a. The scope of work for this Project consists of: Preparation and development of planning and engineering for the plans, specifications and estimate and environmental clearance of the realignment of FM 397 and reconstruction of intersection at CR 366 in Williamson County, Texas
- b. Construction of T-intersection at FM 366 and FM 397, include reconstruction of the existing two- lane roadway to a four-lane undivided roadway with continuous center turn lane and shoulders in. Williamson County as shown on Attachment B-1, described as "Project".

C. 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.

D. Article 5 Termination is deleted in its entirety and replaced with the following:

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

E. Attachment C, Project Budget, is deleted and replaced with Attachment C-1, Project Budget, which is attached and made part of this amendment. The contract amount is increased by \$4,077,347.00, from \$362,569.00 to \$4,439,916.00, because the Local Government shall proceed to construction phase.

F. Attachment A, Resolution or Ordinance, is supplemented by adding Attachment A-1, Resolution or Ordinance, which is attached and made part of the 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.

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 #0320-04-028
District # 14-AUS
Code Chart 64 #50246
Project: Intersection Improvement
Design at FM 397- CR 366

**ATTACHMENT A-1
RESOLUTION**

ATTACHMENT B-1
LOCATION MAP SHOWING PROJECT



ATTACHMENT C-1 PROJECT BUDGET

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

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$300,000	0%	\$0	100%	\$300,000
Environmental (by Local Government)	\$30,000	0%	\$0	100%	\$30,000
Construction (by Local Government)	\$4,053,977	0%	\$0	100%	\$4,053,977
Subtotal	\$4,383,977		\$0		\$4,383,977
Environmental Direct State Costs	\$20,270	100%	\$20,270	0%	\$0
Right of Way Direct State Costs	\$5,067	100%	\$5,067	0%	\$0
Engineering Direct State Costs	\$30,405	100%	\$30,405	0%	\$0
Utility Direct State Costs	\$5,067	100%	\$5,067	0%	\$0
Construction Direct State Costs	\$141,889	100%	\$141,889	0%	\$0
Indirect State Costs (4.52% for construction)	\$183,240	100%	\$183,240	0%	\$0
TOTAL	\$ 4,769,916	100%	\$385,939		\$4,383,977

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