

CSJ # 0683-06-027 & 0683-06-028  
District # 14 - Austin  
Code Chart 64 # 50246  
Project: SH 45 at O'Connor  
Interchange  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

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 the 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 the 8<sup>th</sup> day of June, 2011 to effectuate their agreement to contribute funding toward the construction of the SH 45 at O'Connor Interchange; and,

**WHEREAS**, there has been a change in project funding; 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**

Attachment A, "Project Budget Estimate and Source of Funds" is deleted in its entirety and replaced with Attachment A-1, "Project Budget Estimate and Source of Funds" attached herein.

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.

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

**THE LOCAL GOVERNMENT**

  
Signature

Dan A. Gattis  
Typed or Printed Name

County Judge  
Title

12-20-2011  
Date

**THE STATE OF TEXAS**

  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

January 4, 2012  
Date

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# **ATTACHMENT A-1** **PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

The Local Government will contribute towards the cost of the SH 45 at O'Connor Interchange, which is an on-system location. The Local Government's participation will be twenty-five percent (25%) of the cost of the construction bid items for the interchange, frontage road and ramps (CSJ: 0683-06-027). \$7,500,000.00 has been received from the Local Government, and \$6,182,490.00 of this amount will be immediately used to pay for construction. The remaining \$1,317,510.00 will be held in escrow by the State to cover twenty-five percent (25%) of project overruns and/or change orders, should they occur. Upon project completion, and after all accounts have been finalized, any remaining funds will be refunded to the Local Government. The State has estimated the project to be as follows:

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Engineering (by State)		\$ 1,224,966	0%	\$0	100%	\$ 1,224,966	0%	\$0
0683-06-027: Constr. of Interchange, frontage roads and ramps (by State)		\$ 24,729,960	0%	\$0	75%	\$ 18,547,470	25%	\$ 6,182,490
0683-06-028: Constr. of toll collection facilities (by State)		\$ 4,100,000	0%	\$0	100%	\$ 4,100,000	0%	\$0
Subtotal		\$ 30,054,926	\$0		\$ 23,872,436		\$ 6,182,490	
Preliminary Engineering Direct State Costs (11%) \$ 134,746	Environmental Direct State Costs (20%)	\$ 26,949	0%	\$0	100%	\$ 26,949	0%	\$0
	Right of Way Direct State Costs (20%)	\$ 26,949	0%	\$0	100%	\$ 26,949	0%	\$0
	Engineering Direct State Costs (40%)	\$ 53,899	0%	\$0	100%	\$ 53,899	0%	\$0
	Utility Direct State Costs (20%)	\$ 26,949	0%	\$0	100%	\$ 26,949	0%	\$0
Construction Direct State Costs (0.43%)		\$ 124,045	0%	\$0	100%	\$ 124,045	0%	\$0
Indirect State Costs (6.2%)		\$ 1,863,405	0%	\$0	100%	\$ 1,863,405	0%	\$0
TOTAL		\$ 32,177,122	0%	\$0	0%	\$ 25,994,632	0%	\$ 6,182,490

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

## **Work Responsibilities**

### **1. Environmental Requirements**

The State shall be responsible for identification of all environmental issues associated with this project and shall be responsible for preparation of the appropriate environmental documentation necessary to secure environmental clearance for the Project.

### **2. Engineering Services**

The Local Government and the State are preparing or causing to be prepared the engineering plans, specifications, and estimates (P.S. & E.) necessary for the development of the Project. The P.S. & E. shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State. The scope, roles and responsibilities of the parties and the State's and Local Government's representative have been identified in separate work authorizations with the representative.

The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards.

### **3. Construction Responsibilities**

The State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

The State will use its approved contract letting and award procedures to let and award the construction contract.

### **4. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

STATE OF TEXAS

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THE COMMISSIONERS COURT  
OF

COUNTY OF WILLIAMSON

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WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 13 day of December, 2011, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

### RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for "*Williamson County 00683-06-027 & 028, SH 45 at O'Connor Interchange.*" Amendment No. 1 to Advance Funding Agreement executed June 8, 2011 for the mentioned project which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this 13 day of December, 2011.

  
12-20-11  
Dan A. Gattis, County Judge

Attest:

  
Nancy E. Rister, County Clerk