

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT  
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 Fort Bend County, 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 Local Government executed a contract on August 3, 2021 to effectuate their agreement to design and construct right-turn lanes on eastbound and westbound Cinco Ranch Boulevard at its intersections with the northbound and southbound SH 99 frontage roads in the extraterritorial jurisdiction of Houston, Fort Bend County, Texas.

**WHEREAS**, the Local Government has requested an amendment to include the improvement of traffic signal; and,

**WHEREAS**, it has become necessary to amend that Agreement;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government agree as follows:

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

**1. Description of Amended Items**

I. Article **2. Scope of Work**, deleted in its entirety and replaced with the following:

The Project consists of design and construction of traffic signals and right-turn lanes on eastbound and westbound Cinco Ranch Boulevard at its intersections with the northbound and southbound SH 99 frontage roads in the extraterritorial jurisdiction of Houston, Fort Bend County, Texas. All design and construction work will be provided by the Local Government, its consultant, or its contractor. There will be no exchange of right of way or utilities.

II. Attachment C deleted in its entirety and replaced with Attachment C-1, which is attached to and made part of this amendment. Budget is increased by \$325,817.00 from \$558,781.00 to \$884,598.00.

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**

Fort Bend County

\_\_\_\_\_  
K.P. George  
County Judge

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

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

\_\_\_\_\_  
Date

**ATTACHMENT C-1  
 LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET  
 (Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
<b>PROJECT PHASES:</b> Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$	
Right of Way	\$	
Engineering	\$163,357.00	
Utility Work	\$3,000.00	
Construction	\$695,817.00	
Subtotal for Project Phases		\$862,174.00
<b>DIRECT STATE COSTS:</b>	<b>Paid By:</b> <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State	
Environmental	\$	
Right of Way	\$	
Engineering	\$6,534.00	
Utility Work	\$120.00	
Construction	\$14,800.00	
Subtotal for Direct State Costs		\$21,454.00
<b>INDIRECT STATE COSTS:</b>	<b>Paid By:</b> <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$970.00
<b>TOTAL ESTIMATED COST OF PROJECT</b>		\$884,598.00

<b>\$0.00</b>	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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