

TxDOT:				Federal Highway Administration:	
CCSJ #	0912-34-192	AFA ID	Z00001509	CFDA No.	20.205
AFA CSJs	0912-34-192			CFDA Title	Highway Planning and Construction
District #	12 - HOU	Code Chart 64#	50080		
Project Name		Wireless Traffic Signal Communication System		AFA Not Used For Research & Development	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
CONGESTION-MITIGATION AIR QUALITY
Off-System**

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". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **December 3, 2018** to effectuate their agreement to upgrade or replace the traffic signal controllers, install Pan/Tilt/Zoom (PTZ) cameras, wireless communication equipment, high site towers and Traffic Management Center (TMC) equipment at various locations throughout Fort Bend County; and,

WHEREAS, it has become necessary to amend that contract in order to update the scope description to confirm this is a new installation project and add additional authorized funding to the project;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. The parties agree that the Agreement is amended as follows:

In accordance with the original Advance Funding Agreement, the contract will terminate effective when signed by the last party of whose signing makes this Amendment fully executed.

2. **Article 3**, Scope of Work, is deleted in its entirety and replaced with:
The scope of work for the Project consists of the construction of a new wireless traffic communication system including installing Pan/Tilt/Zoom (PTZ) cameras, wireless communication equipment, high site towers and Traffic Management Center (TMC) equipment at various locations throughout Fort Bend County, as shown on Attachment "B".

3. Attachment A, Resolution, Ordinance, or Commissioners Court Order, is supplemented by adding Attachment A-1, Resolution, Ordinance, or Commissioners Court Order. The purpose of

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the version Attachment A-1 – Resolution/Ordinance is to add additional authorized funding to the project.

4. Attachment B, Location Map Showing Project, is deleted in its entirety and replaced with Attachment B-1, Location Map Showing Project, which is attached to and made part of this Amendment. The purpose of the version Attachment B-1 – Location Map is to update installation locations for the project.
5. 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 total estimated cost of the Project **increased** by \$ **2,522,237**, from \$ **6,746,396** to \$ **9,268,633**, due to additional funding the project.
6. The Agreement is amended to incorporate changes in federal and state provisions and requirements by adding Attachment D, Replaced Articles of Agreement, which is attached to and made a part of this Amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

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

 KP George
 Fort Bend County Judge

 Date

THE STATE OF TEXAS

 Kenneth Stewart
 Director of Contract Services
 Texas Department of Transportation

 Date

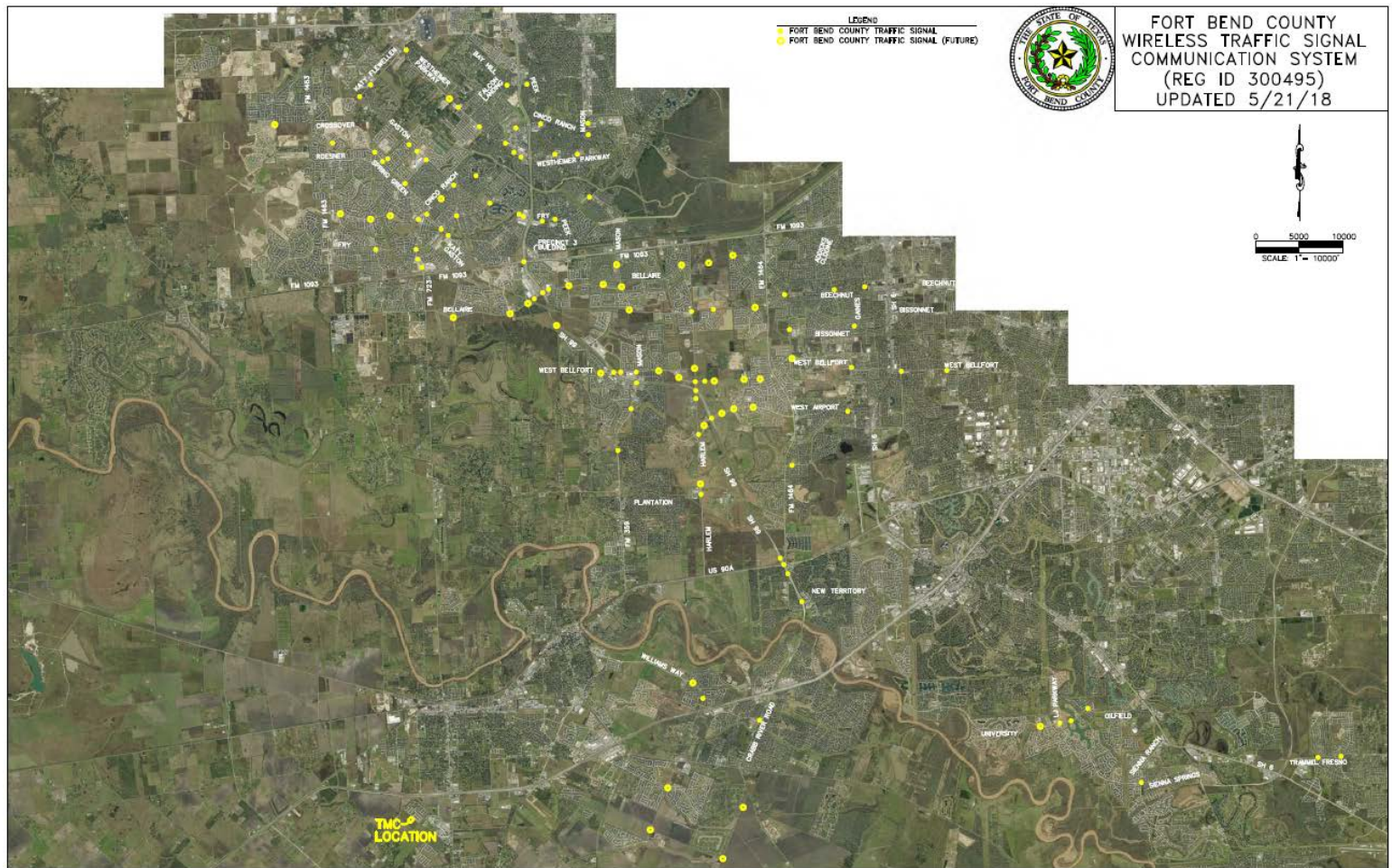
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ATTACHMENT A-1
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

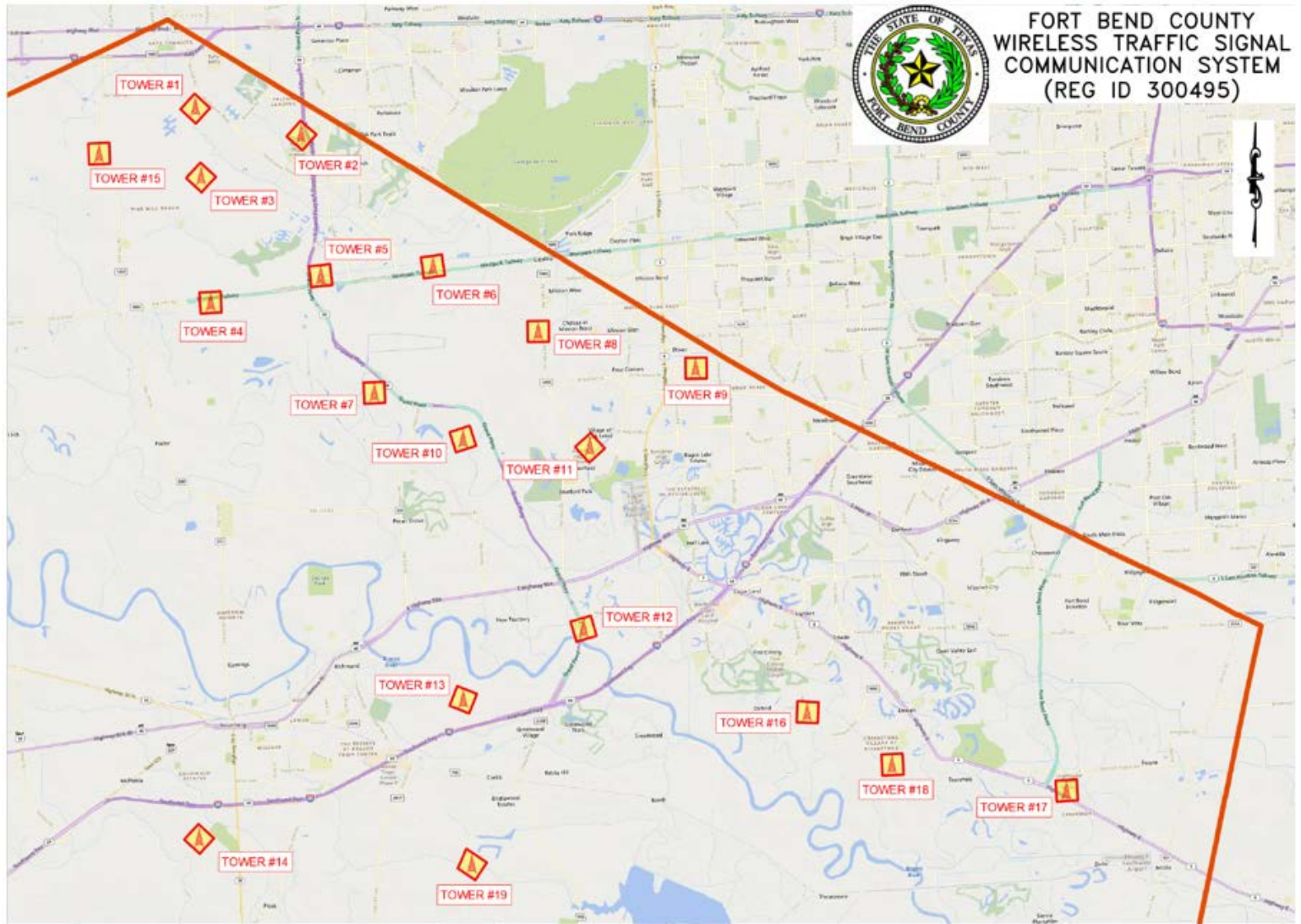
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ATTACHMENT B-1

LOCATION MAP SHOWING PROJECT



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ATTACHMENT C-1 PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost		Federal Participation Cost		State Participation Cost		Local Participation Cost
Engineering (by Local Government)	\$ 1,174,983	80%	\$ 939,986	0%	\$ -	20%	\$ 234,997
Construction (by Local Government)	\$ 7,887,900	80%	\$ 6,310,320	0%	\$ -	20%	\$ 1,577,580
Subtotal	\$ 9,062,883		\$ 7,250,306		\$ -		\$ 1,812,577
Environmental Direct State Costs	\$ 2,670	80%	\$ 2,136	0%	\$ -	20%	\$ 534
Right of Way Direct State Costs	\$ 134	80%	\$ 107	0%	\$ -	20%	\$ 27
Engineering Direct State Costs	\$ 40,055	80%	\$ 32,044	0%	\$ -	20%	\$ 8,011
Utility Direct State Costs	\$ 2,670	80%	\$ 2,136	0%	\$ -	20%	\$ 534
Construction Direct State Costs	\$ 160,221	80%	\$ 128,177	0%	\$ -	20%	\$ 32,044
Indirect State Costs	\$ 10,966	0%	\$ -	100%	\$ 10,966	0%	\$ -
TOTAL	\$ 9,279,599		\$ 7,414,906		\$ 10,966		\$ 1,853,727

For the purposes of this Agreement, "Construction Costs" include all expenses necessary to complete the construction of the project, as mentioned in Article 3 – Scope of Work. This includes Utilities.

Initial payment by the Local Government to the State: \$9,106.00

[Payment of \$6,820 was received 12/2018; Remaining payment: \$2,286.00]

Payment by the Local Government to the State before construction: \$32,044.00

Estimated total payment by the Local Government to the State \$41,150.00

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

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**ATTACHMENT D
REPLACED ARTICLES OF AGREEMENT**

The following Article is deleted in its entirety from the Agreement and replaced:

Name of Article
Inspection of Books and Records

The above Article is replaced in the Agreement with the following:

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, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General 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 final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA 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.