

CSJ #: 0196-02-114; 0196-02-120
District #: 18-Dallas
Code Chart 64 #: 24500
Project: IH 35E
Limits: at FM 407 Interchange in City of Lewisville
County: Denton

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 City of Lewisville, 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 an agreement on December 22, 2014 to effectuate their agreement to provide a fixed contribution towards the construction costs to construct aesthetic improvements to include texturized colored sidewalks; retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville; and,

WHEREAS, it has become necessary to amend that agreement to have the Local Government responsible for the maintenance of the Project;

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

A. Article 3, Payment of Funds of the original Agreement is deleted in its entirety and replaced with:

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

B. Article 9, Increased Cost of the original Agreement is deleted in its entirety and replaced with:

9. Increased Cost

Increased cost of the Project will be under the conditions as provided in **Attachment A-1, Payment Provision and Work Responsibilities** of this Agreement.

C. Article 10, Maintenance of the original Agreement is deleted in its entirety and replaced with:

10. Maintenance

Project maintenance will be under the conditions as provided in **Attachment A-1, Payment Provision and Work Responsibilities** of this Agreement.

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D. Attachment A, Payment Provision and Work Responsibilities of the original Agreement is deleted in its entirety and replaced with:

Attachment A-1, Payment Provision and Work Responsibilities which is attached and made part of this Agreement.

E. All references to "**Attachment A**" in the original agreement are deleted in their entirety and replaced with "**Attachment A-1**".

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.

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

THE LOCAL GOVERNMENT – CITY OF LEWISVILLE

By: _____
Donna Barron
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
Mohamed K. Bur, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: _____

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Attachment A-1
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will contribute a fixed amount of **\$1,494,776** to the State for the State to construct aesthetic improvements to include texturized colored sidewalks; retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville. The State will perform the work and responsible for Project cost overruns.

Increased Cost

The total amount of Local Government participation shall not exceed the Local Government fixed contribution. The State will be responsible for the Project cost overruns.

Project Maintenance by the Local Government

Upon completion of the Project by the State, the Local Government will assume responsibility for the cost and overruns associated with the maintenance of the Project to include the repair, replacement, repainting and/or other required or needed maintenance work of the aesthetic improvements to include texturized colored sidewalks; retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville.

Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

Construction

The State is responsible to ensure that all construction items of work for the Project are completed in accordance with the approved plans and specifications.