

## **FIRST AMENDMENT**

### **TO THE DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This First Amendment is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to amend the Project Specific Agreement (“PSA”) between the City of Grand Prairie, Texas, (the “City”), and the County of Dallas, Texas, (the “County”), for the Wildlife Parkway MCIP Project 40810, from SH 161 Frontage Road at Lower Tarrant Road eastward to Beltline Road, collectively, “the Project”.

**Whereas**, pursuant to Dallas County Commissioners Court Order 2011-0860 dated May 10, 2011, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Agreement for the purpose of transportation improvements on roads inside Dallas County; and

**Whereas**, pursuant to Dallas County Commissioners Court Order 2014-0681 dated May 06, 2014, County and City entered into a Project Specific Agreement (PSA) for the implementation of the Wildlife Parkway, MCIP 40810 with limits from SH 161 Frontage Road at Lower Tarrant Road eastward to Beltline Road.

**Whereas**, Chapter 791 of The Texas Government Code and Texas Transportation Code Section 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as for joint funding of road or street projects; and

**Now therefore**, this First Amendment is made by and entered into by the City and the County for the mutual consideration stated herein:

#### **I. Purpose:**

City and County both mutually agree to amend said PSA in accordance with the terms of the existing Agreement, except as modified below.

#### **II. Amended Provisions:**

A. Article II, “Incorporated Documents” of the PSA shall be amended by deleting and replacing the following.

Current Cost Estimates and Funding Sources, as shown in Attachment “B”.

B. Article VI, “Agreements” of the PSA shall be and is hereby revised as follows:

#### **IV. Funding**

1. Notwithstanding any provision in the Master Agreement, any amendment thereto,

this PSA, or any other agreement between the parties regarding this Project, the total Project cost is estimated at Thirty Two Million Dollars and no cents (\$32,000,000.00). The County's total obligation to this Project is to provide funding in the amount not to exceed Six Million Dollars and no cents (\$6,000,000.00), reduced by the County's share of in-house project delivery costs. The County's in-house project delivery costs are estimated at Six Hundred Thousand Dollars and no cents (\$600,000.00) and will be shared equally between the City and County. The County's in-house project delivery costs will be reduced from the County's participation.

4. The City agrees to provide funding for the Project as indicated in the amount of Six Million Dollars and no cents (\$6,000,000.00). City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by County within 30 days of notification by County. The City will pay Project costs as invoiced by the County.

### **III. Effect of Amendment**

This First Amendment shall not change or waive any contractual provisions, clauses or conditions of the original PSA, unless otherwise provided for herein. The original PSA, including any and all incorporated or referenced documents and any and all exhibits, attachments and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the PSA. All provisions of the PSA shall remain in full force and effect throughout the term of the PSA except for any duly authorized amendments or extensions, including this Amendment No. 1.

*(the remainder of this page intentionally left blank)*

The County of Dallas, State of Texas, has executed this First Amendment to the Project Specific Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Grand Prairie, State of Texas, has executed this First Amendment to the Project Specific Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COUNTY OF DALLAS**

**CITY OF GRAND PRAIRIE**

\_\_\_\_\_  
**CLAY LEWIS JENKINS**, County Judge

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM\*:**

**ATTEST:**

**SUSAN HAWK**, District Attorney

By: \_\_\_\_\_  
**Jana Prigmore Ferguson**  
Assistant District Attorney

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

## **ATTACHMENT B**

### **Project Specific Agreement to Master Agreement Governing Major Capital Transportation Improvement Projects**

#### **CURRENT COST ESTIMATES & FUNDING SOURCES**

**Project Name: Wildlife Parkway  
MCIP Project 40810**

<b>SUMMARY OF ESTIMATED COSTS</b>	
<b>Item</b>	<b>Estimated Cost</b>
Construction*	\$27,713,420
IHPD	\$600,000
Consultant Design	\$2,740,000
ROW Acquisition**	\$790,000
ROW Acquisition**	\$790,000
<b>TOTAL</b>	<b>\$32,000,000</b>
*Includes Contingencies	
** Includes Vendor Services	

<b>FUNDING SOURCES</b>	
<b>Funding Source</b>	<b>Amount</b>
Regional Toll Revenue Engineering	\$2,000,000
Regional Toll Revenue Construction *	\$18,000,000
Dallas County	\$6,000,000
City of Grand Prairie	\$6,000,000
<b>Total Funding</b>	<b>\$32,000,000</b>
* TIP RTR funds PY 2018	