

EXHIBIT A

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE TRINITY RIVER AUTHORITY OF TEXAS AND THE CITY OF GRAND PRAIRIE, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS FIRST AMENDMENT is made and entered into as of the ____ day of _____, 2017, by and between the TRINITY RIVER AUTHORITY OF TEXAS, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018, a political subdivision created pursuant to Article XVI, Section 59 of the Texas Constitution (AUTHORITY), and the CITY OF GRAND PRAIRIE, TEXAS, a home-rule municipal corporation, with its principal office at 317 College Street, Grand Prairie, Dallas County, Texas 75050 (CITY). The AUTHORITY and CITY are each a PARTY hereto and are collectively referred to as the PARTIES herein.

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

WHEREAS, the Mountain Creek Interceptor System is one of the five major interceptor systems that convey wastewater to the CRWS treatment plant; and

WHEREAS, the AUTHORITY plans to construct the proposed Mountain Creek Fish Creek Interceptor, Segment MC-3 project in the CITY, which will consist of approximately 288 linear feet of 36-inch diameter gravity sewer interceptor pipeline (AUTHORITY PROJECT); and

WHEREAS, the CITY plans to construct roadway, bridge, and utility improvements to Great Southwest Parkway (CITY PROJECT) within which the segment of the MC-3 Interceptor is located; and

WHEREAS, the PARTIES entered into an Interlocal Agreement effective December 20, 2016, which provided for the concurrent design of the AUTHORITY PROJECT and CITY PROJECT and providing for the the CITY to construct the AUTHORITY PROJECT with the CITY PROJECT; and

WHEREAS, the CITY has solicited bids to construct the AUTHORITY PROJECT as a part of the CITY PROJECT at the AUTHORITY'S expense; and

WHEREAS, the bids for the AUTHORITY PROJECT exceeded the estimate incorporated into the Interlocal Agreement; and

WHEREAS, the PARTIES desire to amend the Interlocal Agreement to accommodate the bids received for the construction of the AUTHORITY PROJECT.

NOW THEREFORE, in consideration of the foregoing premises and the agreements and covenants contained herein, the AUTHORITY and CITY agree to amend the Interlocal Agreement as follows:

A. THAT SECTION 2.D., OBLIGATIONS OF THE AUTHORITY, which reads as follows:

- D. ~~The AUTHORITY will fund the cost for the construction of the AUTHORITY PROJECT for the actual bid cost to include any required change orders not to exceed \$275,000, to be paid upon receipt of an invoice from the CITY to be furnished prior to the advertisement of bids for the AUTHORITY PROJECT. If the bid price for the PROJECT exceeds \$275,000, the AUTHORITY shall approve before the CITY awards the AUTHORITY PROJECT contract and authorizes construction of the PROJECT. In the event the AUTHORITY approves a bid price in excess of \$275,000, the CITY shall furnish an invoice for the additional cost to the AUTHORITY for payment;~~

be OMITTED and DELETED in its entirety, and the following substituted in its place:

- D. The AUTHORITY will fund the cost for the construction of the AUTHORITY PROJECT for the actual bid cost to include any required change orders not to exceed \$330,135, to be paid upon receipt of an invoice from the CITY to be furnished prior to the award of the construction contract for the PROJECT;

B. AND, THAT SECTION 2.N., OBLIGATIONS OF THE AUTHORITY, which reads as follows:

- N. ~~The AUTHORITY will reimburse all of the costs associated with constructing the AUTHORITY PROJECT to the CITY. The costs include, but are not limited to, costs identified in the final bids and approved change orders not to exceed \$275,000; and~~

be OMITTED and DELETED in its entirety, and the following substituted in its place:

- N. The AUTHORITY will reimburse all of the costs associated with constructing the AUTHORITY PROJECT to the CITY. The costs include, but are not limited to, costs identified in the final bids and approved change orders not to exceed \$330,135; and

This FIRST AMENDMENT, to the extent of any conflict with the original Interlocal Agreement, shall supersede the terms and provisions of the original Interlocal Agreement. However, it is the express intention of the PARTIES that this FIRST AMENDMENT and the original Interlocal Agreement shall be completely integrated and be construed in harmony and congruity as a single instrument.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this FIRST AMENDMENT to be duly executed in several counterparts, each of which is deemed to be an original, as of the date first written above.

CITY OF GRAND PRAIRIE, TEXAS

TRINITY RIVER AUTHORITY OF TEXAS

By: _____
ANNA DOLL
Deputy City Manager

By: _____
J. KEVIN WARD
General Manager

ATTEST:

ATTEST:

By: _____
CATHY DIMAGGIO
City Secretary

(CITY'S SEAL)

By: _____
HOWARD S. SLOBODIN
Secretary, Board of Directors

(AUTHORITY'S SEAL)

APPROVED AS TO FORM

APPROVED:

City Attorney

HOWARD S. SLOBODIN, General Counsel