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| <p><b>STATE OF TEXAS</b></p> <p><b>COUNTY OF BEXAR</b></p> | <p>}<br/>         }<br/>         }<br/>         }</p> | <p><b>AMENDMENT #1</b></p> <p><b>TO THE INTERLOCAL AGREEMENT WITH</b></p> <p><b>THE PORT AUTHORITY OF SAN ANTONIO</b></p> <p><b>FOR THE QUINTANA ROAD PROJECT,</b></p> <p><b>FROM HARMON AVE TO McKENNA AVE</b></p> <p><b>WBS 40-00457, CSJ 0915-12-520</b></p> |
|------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**THIS AMENDMENT #1** to the Interlocal Agreement executed by and between the City of San Antonio and Port Authority of San Antonio for the Quintana Road Project is hereby entered into by and between the City of San Antonio (hereafter referred to as “City”), a Texas municipal corporation acting through its City Manager, and Port Authority of San Antonio (hereafter referred to as "Port Authority "), a Texas defense base development authority and political subdivision of the State of Texas, established by the City of San Antonio pursuant to Chapter 379B, Subtitle A, Title 12 of the Texas Local Government Code, acting by and through its Board of Directors and duly authorized President and CEO. City and Port Authority are referred to herein individually as “a Party” and collectively as “the Parties”.

WHEREAS, City’s Transportation and Capital Improvements Department, formerly Capital Improvements Management Services, is designated as City’s managing department for the Interlocal Agreement between City and Port Authority for the Quintana Road Project, from Harmon Avenue to McKenna Avenue (hereafter referred to as “the Project”); and

WHEREAS, City and Port Authority desire to cooperate on the construction of the Project; and

WHEREAS, the Project is an approved Port Authority project to rehabilitate and realign the roadway, intersection and provide flood control improvements; and

WHEREAS, City and the Texas Department of Transportation (hereafter referred to as "TxDOT") executed an Advanced Funding Agreement, dated July 28, 2014, authorizing the reimbursement of authorized expenses for the Project through Ordinance 2014-06-26-0506; and

WHEREAS, City and Port Authority executed an Interlocal Agreement, dated July 18, 2014, outlining the funding, environmental, design and construction responsibilities for the Project, adopted by City through Ordinance 2014-06-26-0506; and

WHEREAS, City and TxDOT executed Amendment #1, dated July 21, 2015, updating regulatory information and increased funding based on the State of Texas’ Economically Disadvantaged County Program (hereafter referred to as "EDCP"); and

WHEREAS, City and TxDOT will execute Amendment #2, increasing federal funding and updating category spending; and

WHEREAS, the funds now available to reimburse Port Authority has increased by up to

\$298,900.00 (up to \$286,000.00 for Engineering & Environmental and up to \$12,900.00 for Construction Administration by its Designer) for a total reimbursement up to \$1,018,900.00, due to the State's EDCP and requires an amendment to the Interlocal Agreement.

NOW THEREFORE, the Parties severally and collectively agree and, by mutual execution hereof, are bound to the mutual obligations contained herein and to the performance and accomplishment of the tasks herein described and amend the Interlocal Agreement between City and Port Authority as follows:

### **ARTICLE III FUNDING**

1) Section 3.01 is deleted in its entirety and replaced with the following:

3.01 Federal funding of a not-to-exceed amount of \$7,214,400.00 has been established between City and TxDOT, including TxDOT Amendment #2, utilizing an 80% participation rate with an additional \$689,548.00 in State funding, utilizing a separate 8.6% participation rate. These funds are for the Project costs which TxDOT deems allowable under the following areas: Right of Way (ROW) acquisition, building abatement, building demolition, preliminary engineering, environmental assessment, environmental mitigation (if identified during environmental assessment phase, prior to letting), construction, construction engineering/administration and material testing. Each category has an established budget by TxDOT and is represented in Attachment B-1. Funding amounts may be modified by TxDOT once letting for the Project is completed, specifically if bids are lower than the Project estimate, which will require an additional Amendment to the ILA between Port Authority and City.

- 2) “**Attachment B,**”referenced in Section 3.02, is deleted in its entirety and is replaced with “**Attachment B-1.**”
- 3) “**\$2,567,166,**” referenced in in Section 3.02, is deleted in its entirety and is replaced by “**\$2,453,818.**”

### **ARTICLE IV OBLIGATIONS OF CITY**

4) Section 4.01 k is deleted in its entirety and replaced with the following:

k. Reimburse Port Authority for up to 88.6% of actual construction administration services, by its Design Consultant, in an amount not to exceed \$132,900.00 and up to 88.6% of actual design and environmental services, by its Consultants, in an amount not to exceed \$886,000.00, for a total reimbursement of up to \$1,018,900.00. All reimbursements require appropriate back-up documentation

uploaded into City's PrimeLink system. Payment is contingent upon available funding within the City/TxDOT Advanced Funding Agreement for the Project and TxDOT's approval of allowable expenses.

All of the other terms and conditions of the Interlocal Agreement related to the Project entered into by the Parties shall remain in place and unaltered.

THIS AMENDMENT #1 IS EXECUTED BY THE PARTIES IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SAN ANTONIO

PORT AUTHORITY OF SAN ANTONIO

\_\_\_\_\_  
MIKE FRISBIE, P.E.  
Director/City Engineer  
Transportation & Capital Improvements

\_\_\_\_\_  
ROLAND C. MOWER  
President and CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## ATTACHMENT B-1

### Quintana Road from Harmon Avenue to McKenna Avenue Project

WBS 40-00457, CSJ 0915-12-520

Estimate of Project Budget Breakdown – Revised 1-9-17

| Item Description                                          | Expected Overall Cost  | Federal Participation | Port Participation     | State Participation   |
|-----------------------------------------------------------|------------------------|-----------------------|------------------------|-----------------------|
| Engineering/Environmental                                 | \$1,000,000.00         | \$800,000.00          | \$114,000.00           | \$86,000.00           |
| ROW Purchase - COSA Est.                                  | \$1,931,088.00         | \$800,000.00          | \$1,131,088.00         | \$0.00                |
| Construction/Abatement/Demolition Costs                   | \$6,380,000.00         | \$5,104,000.00        | \$727,320.00           | \$548,680.00          |
| Construction Engineering & ROW Administration - COSA Est. | \$927,249.00           | \$510,400.00          | \$361,981.00           | \$54,868.00           |
| Preliminary Direct State Costs                            | \$82,500.00            | \$0.00                | \$82,500.00            | \$0.00                |
| Construction Direct State Costs                           | \$36,929.00            | \$0.00                | \$36,929.00            | \$0.00                |
| Indirect Costs                                            | \$559,725.00           | \$0.00                | \$0.00                 | \$559,725.00          |
| <b>TOTALS</b>                                             | <b>\$10,917,491.00</b> | <b>\$7,214,400.00</b> | <b>\$2,453,818.00*</b> | <b>\$1,249,273.00</b> |

\* Although Port of San Antonio is responsible for up to \$2,453,818.00 in Project expenses, \$131,100 of those expenses will be directly paid to the Port Authority's own Consultants for design, environmental and construction administration services by its Consultants. The remaining \$2,322,718.00 will be paid to the City of San Antonio as expenses are incurred and City invoices the Port Authority.