

FIRST AMENDMENT TO LETTER OF AGREEMENT
(CDBG-MIT – Cambridge Village Park and Ramblewood Neighborhood Project)

This First Amendment to that certain Letter of Agreement (the “**First Amendment**”) is made and entered into by and between two City of Houston departments, the Housing and Community Development Department (“**HCDD**”) and Houston Public Works (“**HPW**”) and is effective as of April 28, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, the HCDD and HPW entered into that certain Letter of Agreement dated May 16, 2025 (the “**Agreement**”) for the Cambridge Village Park and Ramblewood Neighborhood Project (the “**Project**”), funded with Community Development Block Grant – Mitigation (“**CDBG-MIT**”) funds; and

WHEREAS, the Agreement established a total Project budget based on the approved allocation at the time of execution; and

WHEREAS, the HCDD has revised the Project’s allocated funding amount based on updated financial and programmatic determinations; and

WHEREAS, the parties desire to amend the Agreement to reflect the revised funding amount, while leaving all other terms unchanged;

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

ARTICLE I

Section I of Attachment 1-Scope of Work to the Agreement entitled (Purpose of Agreement) is hereby amended and restated in its entirety as follows:

“The purpose of this Agreement is to provide guidance regarding the expenditure of \$9,468,024.68 in Community Development Block Grant – Mitigation (“**CDBG-MIT**”) funds for construction of neighborhood infrastructure projects including but not limited to, flood drainage and paving improvements, which will benefit a Low-Mod area, at least 51% of whom are low-to moderate-income persons (“**Project**”).

This Agreement allocates a total amount of \$9,468,024.68 (“**Maximum Allocated Amount**”) of CDBG-MIT funds”

ARTICLE II

Section III of Attachment 1-Scope of Work to the Agreement entitled (Time of Performance) is hereby amended and restated in its entirety as follows:

“The Performance Period for the activities described in this Agreement shall begin on the Effective Date stated on page 2 of this Agreement and shall end on December 31, 2026, or upon the expenditure of the CDBG-MIT funds in the amount of \$9,468,024.68, whichever occurs first.

A. Budget

HPW shall provide a detailed budget which shall be agreed by the Director of HPW, agreed by the Director of HCDDD, and set forth in Attachment II – Budget of this Agreement. The Budget shall show a breakdown on the use of the \$9,468,024.68 provided under this Agreement, and all other funding sources associated with the Project.

HPW shall track all CDBG-MIT expenditures and provide reporting requirements information on a monthly and quarterly basis to ensure timely expenditures of funds (see Section VI, Administrative Requirements).”

ARTICLE 3

The first paragraph of Section 6C(3) of Attachment 1-Scope of Work to the Agreement entitled (Payment Procedures) is hereby amended and restated in its entirety as follows:

“With the prior written approval of HCDDD, HPW shall draw down funds available under this Agreement for reimbursement of costs incurred monthly, from the City’s accounting database for line items consistent with the approved Detailed Budget. All reimbursements to HPW shall require the prior approval of HCDDD, must be accompanied by a Request for Payment, invoice and/or other supporting documentation deemed necessary by HCDDD, and shall be made for CDBG eligible activities only, with the total amount expended not to exceed \$9,468,024.68.”

ARTICLE 4

Attachment II entitled (Detailed Budget) is hereby deleted in its entirety and replaced with Attachment II-A, attached hereto and incorporated herein for all purposes. All references to Attachment II in the Agreement shall now mean Attachment II-A.

ARTICLE 5

The revised Maximum Allocated Amount reflects a reallocation of previously approved CDBG-MIT funds and does not increase the City’s financial obligation under the Agreement.

ARTICLE 6

Except as expressly amended by this First Amendment, all terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

ARTICLE 7

In the event of any conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control.

ARTICLE 8

This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

AGREED AND ACCEPTED

DocuSigned by:



Michael C. Nichols, Director
Housing and Community Development
Department

Signed by:



Randall V. Macchi, JD, Director
Houston Public Works

ATTACHMENT II – A (DETAILED BUDGET)

04.26.2024

Estimate Cost	
Construction Cost:	
Estimated Construction Cost (ECC)	\$9,083,570.00
5% Contingency for Construction	\$454,178.50
Subtotal Construction Costs	\$9,537,748.50
Other Costs:	
TDO - Engineering Design Cost (EDC) (Includes Geotech, Environmental & Survey)	\$1,451,673.00
TDO - Engineering Design Management (Cost Recovery)	\$215,400.00
5% Construction Management, Inspection and Administration (Cost Recovery)	\$476,887.43
4% Testing Services	\$381,509.94
Sub Total Costs	\$2,525,470.37
Total Project Cost (HUD+TDO+CIP)	\$12,063,218.87

08.06.2025

Current Estimate from RCA (for Construction)	
Construction Cost:	
Estimated Construction Cost	\$9,017,166.36
5% Contingency for Construction	\$450,858.32
Subtotal Construction Costs	\$9,468,024.68
Other Costs:	
CIP Cost Recovery	\$450,858.32
Construction Management & Inspection	\$300,000.00
Testing Services	\$175,000.00
Sub Total Costs	\$925,858.32
Total Project Cost (HUD+CIP)	\$10,393,883.00