

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN OWNER AND ARCHITECT

This Amendment is made and entered into by and between TOM GREEN COUNTY, a political and legal subdivision of the State of Texas (hereinafter referred to as "County" or "Owner"), and KINNEY FRANKE ARCHITECTS, INC., d/b/a Kinney Franke Architects AIA (hereinafter referred to as the "Architect") to be effective as of the date executed by the parties.

WITNESSETH

WHEREAS, the parties on December 2, 2014, entered into an Agreement Between Owner and Architect relating to the preparation of a Needs Assessment and Long-Range Planning Study to assess the current and future detention and facility needs of Tom Green County;

WHEREAS, the Architect completed the Needs Assessment and Long-Range Planning Study with said information being presented to the County for their review and consideration;

WHEREAS, the County has paid the Architect for the professional services rendered under the Agreement Between Owner and Architect effective December 2, 2014, the total sum of \$112,000.00;

WHEREAS, the County has approved a tentative location for the remotely located jail facilities for the housing of prisoners within Tom Green County by the Tom Green County Sheriff's Office;

WHEREAS, the County has determined the need to conduct testing (geotechnical) of the tentative location of the proposed jail facility to determine whether the location is adequate and proper for the construction of a jail facility;

WHEREAS, the County in consultation with the Tom Green County Sheriff has made a determination to proceed with the schematic design phase of a remote new jail facility;

WHEREAS, the County having reviewed the qualifications of the Architect, has determined to proceed with the schematic design phase utilizing the professional services of Kinney Franke Architects, Inc.;

WHEREAS, Architect has agreed to provide such professional services for the compensation provided herein;

NOW, THEREFORE, County and Architect, in consideration of the terms, covenants, and conditions herein contained, do hereby contract as follows:

1. Architect services consist of those professional services performed by the Architect, Architect's employees, Architect's consultants, and Architect's engineers and related costs and expenses as set forth within this Amendment.

2. The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work so as not to cause any delay in the schematic design of the remotely located jail facilities.

3. The Architect's services as to the schematic design of the remotely located jail facilities shall be submitted to the County and the Texas Commission on Jail Standards for their consideration.

4. The Architect's services for the schematic design of the remotely located jail facilities shall include the following:

a. Design a new remotely located jail facility that uses, primarily, the direct-supervision model and meets the basic program requirements as set forth within the Needs Assessment and Long-Range Planning Study, including further modifications as may be approved by the Commissioners Court and Tom Green County Sheriff's Office.

b. The design will include a site plan showing the proposed orientation, location and overall footprint of the new building. In addition, the site plan will identify the proposed staff and visitor parking areas, fire lanes and site access roadways.

c. A floor plan shall delineate with double line walls showing the coordination and adjacencies of the following areas:

1. Male and female housing – dormitories, multi-housing units, special housing units, 17 year old housing units and mental health units

2. Infrastructure Areas – sally port, pre-processing, intake, transportation, medical, visitation, laundry services, kitchen, staffing/administration areas and other required support spaces.

d. The site plan and floor plan shall be developed with the assistance of consulting engineers commissioned by the Architect for this work as well as input from the Geotechnical Engineers, Permitting, Planning and Engineering Departments of the City of San Angelo and in accordance with the requirements of the Texas Commission on Jail Standards and other applicable codes.

e. Upon the approval of the site plan, schematic design, and floor plan by the Commissioners Court and the Tom Green County Sheriff's Office, it will be presented to the Texas Commission on Jail Standards in Austin, Texas for their approval. Upon the approval by the Texas Commission on Jail Standards of the site plan, schematic design, and floor plan, the obligations of the Amendment will be complete.

5. Architect's services shall be completed within ninety (90) days from the effective date of this Amendment.

6. The fee for the Architect's services associated with this Amendment shall be \$230,488.00 which is inclusive of all expenses and costs. The payments for the Architect's services shall be made in proportion to the degree of completion of the phase of the work.

7. Architect may not assign this Amendment without the County's prior written consent.

8. This Amendment represents the entire Agreement between the County and Architect as it relates to the schematic design and associated issues of the remotely located jail facilities.

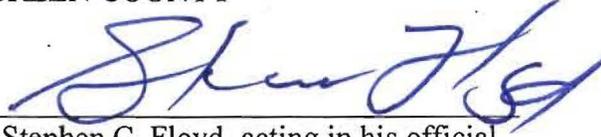
9. All other conditions and obligations of the parties as set forth within the Agreement Between Owner and Architect shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused the Amendment to be signed by the duly authorized representatives.

EXECUTED to be effective this 17th day of November, 2015.

OWNER:

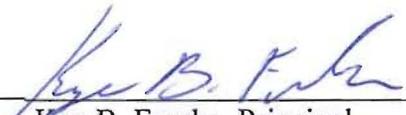
TOM GREEN COUNTY

By: 
Stephen C. Floyd, acting in his official capacity as County Judge and not in his individual capacity

Date: November 17, 2015

ARCHITECT:

KINNEY FRANKE ARCHITECTS, INC.

By: 
Kye B. Franke, Principal

Date: 11-17-15