

## AMENDMENT #1

Amendment to the agreement dated March 24, 2015, by and between the County of Tom Green and Bleyl and Associates, the Engineering Firm for TxCDBG Project Number 7214105 (FWS #1/Carlsbad).

### **Description of Amendment:**

#### 1. Professional Services Agreement, Part III Compensation, Billing, and Payment:

Remove the following paragraphs:

1. Compensation for Services shall be in accordance with the Scope of Services by one or more of the following methods:

- a) Retainage: The CLIENT shall make an initial payment as stated in Attachment A - Scope of Services upon execution of this AGREEMENT. This retainer shall be held by the ENGINEER and applied against the final invoice.
- b) Lump Sum Fee: Fee for the services as specifically detailed in the Attachment A - Scope of Services. Fee does not include services not specifically listed or reimbursable expenses as described in Section III (2). Fee shall be invoiced monthly based on an estimate by the ENGINEER of the percentage of completion of each work item.
- c) Percentage of Construction Cost: Fee calculated based on an agreed percentage of Construction Cost. Construction Cost shall be defined as the ENGINEER's Opinion of Cost unless and until a contract is awarded based on competitive bids. Construction Cost shall then be defined as the actual construction cost including all change orders. Fee shall be invoiced monthly based on the ENGINEER's estimate of the percentage of completion of each work item and the percentage of construction cost associated with the work item.
- d) Time and Materials: Fee shall be invoiced monthly based on the actual time and materials utilized to complete work in accordance with Attachment B- Professional Engineering Fee Schedule.

2. REIMBURSABLE EXPENSES: Reproduction, telephone, out-of-town travel expenses and other non-labor charges directly related to the PROJECT will be billed at cost in addition to the fees agreed upon for services rendered. Vehicle mileage at the rate currently allowed by the IRS (~per mile as of 1/1/2013). Filing fees, permit fees, and other special charges which are advanced on behalf of the CLIENT will be billed on a similar basis plus a 10% service charge.

Add the following paragraphs:

1. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 63,000.00 unless approved by the County. Payment to the Firm shall be based on satisfactory completion of identified milestones in Attachment A, Scope of Services of this Agreement.

2. Fixed Fee: The engineering fee is a fixed fee. NO COST PLUS PRICING ASSOCIATED WITH THIS PROJECT, as it is not allowed under the CDBG program.

#### 2. Attachment C. Terms and Conditions

Add the following paragraphs:

Time of Performance - The services of the Firm shall commence on 3/24/2015. In any event, all of the services required and performed hereunder shall be completed no later than 11/23/2016.

As Builts

The Firm will revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

Local Program Liaison

For purposes of this Agreement, the Commissioner of Precinct 3 will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

Access to Records

The County of Tom Green, the Texas Department of Agriculture (TDA), the Texas State Auditor's Office, the Comptroller General of the United States, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the City/County or the administration, construction, engineering or implementation of the TxCDBG award between TDA and the County of Tom Green.

Records Retention

The Contractor shall insure that the County of Tom Green maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The County of Tom Green shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

Section 504 of the Rehabilitation Act of 1973, as amended

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

Age Discrimination Act of 1975

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Update the following paragraphs:

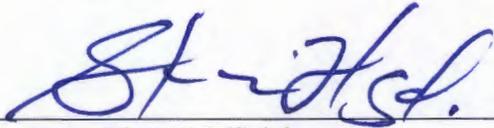
Equal Employment Opportunity

- i. The Engineering Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineering Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineering Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Engineering Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Engineering Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Engineering Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineering Firm's legal duty to furnish information.
- iv. The Engineering Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineering Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Engineering Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Engineering Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Engineering Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineering Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Engineering Firm will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineering Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Engineering Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Engineering Firm may request the United States to enter into such litigation to protect the interests of the United States.



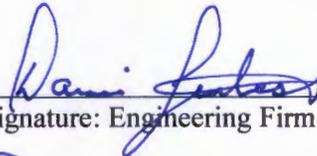
Signature: Elected Official

Stephen C. Floyd

Printed Name

9/6/2016

Date



Signature: Engineering Firm

DARRIN FENTRESS

Printed Name

8/29/2016

Date

## ADDENDUM #1

ADDENDUM to contract, by and between the Tom Green County and GrantWorks, Inc., the Contractor for TxCDBG Project Number 7214105 (FWSD #1/Carlsbad).

### Local Program Liaison

For purposes of this Agreement, the Precinct 3 Commissioner or County Judge will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

### Access to Records

Tom Green County, the Texas Department of Agriculture (TDA), the Texas State Auditor's Office, the Comptroller General of the United States, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the City/County or the administration, construction, engineering or implementation of the TxCDBG award between TDA and Tom Green County.

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### Equal Employment Opportunity

- i. The Engineering Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineering Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineering Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Engineering Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Engineering Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Engineering Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineering Firm's legal duty to furnish information.

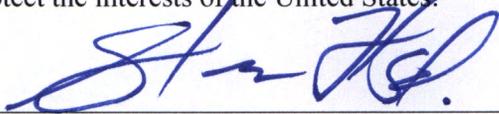
iv. The Engineering Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineering Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Engineering Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Engineering Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Engineering Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineering Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Engineering Firm will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineering Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Engineering Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Engineering Firm may request the United States to enter into such litigation to protect the interests of the United States.



Signature: Elected Official

Stephen C. Floyd

Printed Name

Date

9/6/2016

Signature: Contractor

Printed Name

Date