

**FIRST AMENDMENT AND SUPPLEMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

**THIS FIRST AMENDMENT AND SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT** ("Amendment") is by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and Kiser Arena Specialists, Inc., a corporation organized and existing under the laws of the State of Texas, (hereinafter "Service Provider").

**RECITALS**

**WHEREAS**, the County and the Service Provider executed a Professional Services Agreement to be effective as of February 2, 2016 ("Agreement");

**WHEREAS**, in accordance with the terms of the Agreement, the Service Provider agreed to provide professional arena footing consulting services in relation to the arena at the Williamson County Expo Center ("Project");

**WHEREAS**, Service Provider has completed the Scope of Work detailed in the Agreement and County has paid Service Provider the fee and expenses set out in Section 3.1 of the Agreement

**WHEREAS**, County desires to obtain up to two (2) additional onsite visits from Service Provider in order to complete the Project;

**WHEREAS**, pursuant to Section 8.3 of the Agreement, the County and the Service Provider desire to execute this Amendment to reflect the parties' agreement as to the additional onsite visits to be provided and the not-to-exceed fees and expenses to be paid by the County for the additional onsite visits; and

**WHEREAS**, it has become necessary to amend and supplement the Agreement as set out herein below:

**AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the Service Provider agree that the Agreement is amended, supplemented and modified as follows:

**I. Additional Onsite Visits Pursuant to Section 8.3 of the Agreement:**

In addition to the Services already provided under the original Scope of Work, which was set out as Exhibit "A" of the Agreement, Service Provider agrees to provide to the County, upon County's written request, up to two (2) additional onsite visits. At the present time,

County believes it is necessary to obtain at least one of the additional site visits so the Service Provider can revisit the sand pit from which material will be obtained in order to ensure the proper mixture for the footing that is to be placed in the Williamson County Expo arena. The second additional onsite visit, if needed and requested by the County, would be for the Service Provider's return to the arena for inspection and approval after installation of the footing material.

The County is not required to request the first or second additional site visits mentioned above and the Service provider is not obligated to perform such additional site visits until County makes a written request to Service Provider.

## **II. Fee, Expenses and Payment Terms of Additional Onsite Visits:**

- A. Fee for Each Additional Onsite Visit.** In accordance with Section 8.3 of the Agreement and in addition to the fee the County has already paid Service Provider for the Scope of Work under the Agreement, the County agrees to pay the Service Provider **\$1,500.00** per additional onsite visit that is requested by County and performed by Service Provider. In no event shall County be required to pay for an additional onsite visit unless County requests, in writing, that Service Provider provide such additional onsite visit. The not-to-exceed amount for all additional site visits that may be requested by County hereunder shall not exceed **\$3,000.00**.
- B. Expenses.** The not-to-exceed amount the County will be obligated to pay Service Provider for reimbursable expenses that are directly related to the performance of the above-described additional onsite visits shall be **\$1,500.00**. Said maximum amount of reimbursable expenses shall be paid in accordance with both the terms set forth below and the Williamson County Vendor Reimbursement Policy, which was attached as Exhibit "B" of the Agreement.
- C. Payment Terms for Additional Onsite Visit Fees and Expenses.** Service Provider will invoice County for the Services and allowable expenses upon completion of each additional onsite visit requested by County. County's payment of the fees and expenses shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that


contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

**III. Miscellaneous:**

- A. Representations. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding and enforceable obligations of such party.
- B. Effect of Amendment. All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS:**

By:   
Dan A. Gattis, County Judge  
06-16-2016, 2016  
Date

**KISER ARENA SPECIALISTS, INC.**

  
Signature  
Jim Kiser  
Printed Name  
Partner  
Title  
June 9, 2016  
Date