



AMENDMENT NO. 1  
TO THE CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN HOPKINS COUNTY AND DRG ARCHITECTS, LLC  
HAZARD MITIGATION GRANT PROGRAM

The Agreement dated November 1, 2021, by and between Hopkins County, hereinafter referred to as the "CLIENT", and DRG Architects, LLC, hereinafter referred to as the "FIRM" is hereby amended as follows:

- **Section 3.1 Compensation under ARTICLE 3 – INVOICE PROCEDURES AND PAYMENT is hereby deleted in its entirety and replaced with the following:**

The FIRM shall submit invoices to the COUNTY for services rendered for each of the tasks/milestones as noted below. The maximum amount of compensation and reimbursement will conform with the schedule below. Payment to the FIRM shall be based on satisfactory completion of identified tasks/milestones. Payment to the FIRM for Phase II costs are contingent upon the Federal Emergency Management Agency's (FEMA) acceptance of Phase I deliverables and approval of Phase II funding.

Task/Milestone	Not-to-Exceed Amount
Preliminary Design	\$156,000
Final Design	\$249,600
<b><i>Subtotal – Phase I</i></b>	<b><i>\$405,600</i></b>
Bid Phase Services	\$78,000
Construction Phase Services	\$140,400
<b><i>Subtotal – Phase II</i></b>	<b><i>\$218,400</i></b>
<b>TOTAL – Phases I &amp; II</b>	<b>\$624,000</b>

- All hourly rate schedules (DRG Architects, LLC; Intelligent Engineering Services, LLP; Gessner Engineering, LLC; MD Engineering, LLP) are deleted in their entirety.
- The following language is hereby added to ARTICLE 19 – FEDERAL COMPLIANCE – FEMA REQUIRED PROVISIONS:

**19.10 DOMESTIC PREFERENCES FOR PROCUREMENTS.** The Firm should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- 19.11 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES:**
- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
  - B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the Firm and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Firms from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that:
    - a. Are not used as a substantial or essential component of any system; and
    - b. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the Firm identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Firm is notified of such by a subcontractor at any tier or by any other source, the Firm shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Firm shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, the Firm shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- E. Subcontracts. The Firm shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

All other terms and conditions of the Agreement between the Client and the Firm will remain in full force and effect.

Hopkins County

By:



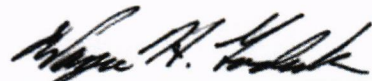
Robert Newsom, County Judge

11-25-25

Date

DRG Architects, LLC

By:



Wayne Gondeck, President

11/19/2025

Date