

AMENDMENT #2
to
AGREEMENT # 2022-063
PAVEMENT ANALYSIS AND RELATED SERVICES

This AMENDMENT (“Amendment”) to the Services **Agreement #2022-063** (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Data Transfer Solutions, LLC
482 S. Keller Road
Suite 300
Attn: Donna M. Huey
Orlando, FL 32810
Donna.Huey@atkinsrealis.com
(407) 806-4395

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **September 18, 2023**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- Amend the first paragraph of Section 3.2 by inserting the following section label:

3.2. Termination.

3.2.0 Termination for Convenience: (inserted in front of “NCTCOG and/or Participating...”)

- Amend Section 4.2 Reporting by removing existing wording and replacing with:

NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG’s collector of reports and remunerative fees referenced in Section 5.2 of the Master Services Agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
support@civicmarketplace.com

- Amend Section 9.1 by inserting the following wording before the last sentence:

Contractor Point of Contact for Sales:

Name: Donna M. Huey

Phone: +1 407 806 4395

Email: donna.huey@atkinsrealis.com

- Add and certify the following Attachment I:

ATTACHMENT I

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS
The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. The Contractor hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

REQUIRED 2 CFR 200 CLAUSES

***Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
(Contractor)***

- 1) Equal Employment Opportunity. PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions 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.***
- 2) Davis-Bacon Act. PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.***
- 3) Contract Work Hours and Safety Standards. PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.***
- 4) Rights to Invention Made Under Contract or Agreement. PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.***
- 5) Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.***
- 6) Debarment/Suspension. PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.***
- 7) Restrictions on Lobbying. PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision “Restrictions on Lobbying”. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying***

Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

8) **Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.

9) **Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "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. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10) **Trafficking in Persons**

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

- (i) is determined to have violated an applicable prohibition;*
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.*

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Data Transfer Solutions, LLC



3/25/2025

Signature

Date

Donna M. Huey

Printed Name

SVP, Chief Digital Officer

Title

North Central Texas Council of Governments

Signed by:

A4E72C1BEF0F426...

3/26/2025

Signature

Date

R. Michael Eastland
Executive Director