

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING
SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
ACR ENGINEERING, INC.**

THIS AMENDMENT NO. 1 (hereinafter referred to as “Amendment No. 1”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28) and ACR Engineering, Inc. (hereinafter referred to as “A/E” as defined in UGC, Section. 1.4), located at 3001 South Lamar Boulevard, Suite 210, Austin, Texas 78704 (hereinafter referred to collectively as the “Parties”), to amend the original Professional Services Agreement between the Parties.

RECITALS

WHEREAS, on August 01, 2017, the parties entered into that one certain *Professional Services Architectural/Engineering Services Agreement Between the Texas Facilities Commission and ACR Engineering Group Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the Agreement as more particularly described below; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted House Bill 89 effective September 1, 2017, relating to prohibiting contracts with companies boycotting Israel; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects these prohibitions;

NOW THEREFORE, the Parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.
2. The parties agree to modify ARTICLE II – TERM, SECTION 2.1 – DURATION, by deleting the paragraph in its entirety and replacing it with the following:

“2.1. Duration. This Agreement shall be effective as of the Effective Date and shall

terminate on December 31, 2018, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

3. The parties agree to further modify ARTICLE V – A/E GENERAL AFFIRMATIONS by adding SECTIONS 5.17 and 5.18, as follows:

“5.17 PROHIBITION AGAINST BOYCOTTING ISRAEL. In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, A/E certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.”

“5.18 PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.

3. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment No. 1 to be effective as of August 31, 2018.

TEXAS FACILITIES COMMISSION

ACR ENGINEERING, INC.

By: JSR

By: [Signature]

John S. Raff

Ricardo Troncoso.

Interim Executive Director

President

WCB G.C.

MM Dir.

[Signature] D.E.D.