

**AMENDMENT NO. 2  
TO THE  
CONTRACT  
FOR  
COMMERCIAL REMODELING AND CONSTRUCTION SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
ALPHA BUILDING CORPORATION**

**THIS AMENDMENT NO. 2** 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 and Alpha Building Corporation (hereinafter referred to as “Contractor”), located at 1728 South FM 1626, Buda, Texas 78640, to amend the original Contract between the parties (hereinafter referred to as the “Contract”), as amended.

**Recitals:**

WHEREAS, on July 31, 2017, the parties entered into that one certain *Contract for Commercial Remodeling and Construction Services Between the Texas Facilities Commission and Alpha Building Corporation*, (hereinafter referred to as the “Contract”); and

WHEREAS, on April 20, 2018, the parties entered into Amendment No. 1 to the Contract; and

WHEREAS, TFC has determined to modify Section 1.01(c) of the Contract for administrative purposes; and

WHEREAS, the parties desire to amend the Contract, as amended, to include additional funding needed for anticipated projects through the end of the contract term; and

WHEREAS, subject to Contract Section 10.22, Entire Agreement and Modification, such modification may only be effected by a written amendment to the Contract; 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 this prohibition;

NOW, THEREFORE, the Parties hereby agree, as follows:

1. The parties hereby agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.01 – Service Requirements, by deleting subsection (c) in its entirety, and replacing it with subsection (c) as follows:

“(c.) Each Delivery Release shall be subject to the terms and conditions set forth in this Contract, and shall include a description of the project assignment, scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release.”

2. The parties hereby agree to modify ARTICLE III – CONSIDERATION, SECTION 3.01(a) – Contract Limit and Fees and Expenses, increasing the total amount of fees to be paid by Nine Hundred Ninety-Five Thousand and No/100 Dollars (\$995,000.00). Section 3.01(a) is deleted in its entirety and replaced with Section 3.01(a) as follows:

“3.01. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a.) The total amount of this Contract shall not exceed the sum of Two Million One Hundred Twenty Thousand and No/100 Dollars (\$2,120,000.00). Pricing for each Delivery Release shall be as set forth and specified in the negotiated offer provided by Contractor with pricing and invoicing in accordance with **Exhibit A - Compensation and Fees**, attached hereto and incorporated herein for all purposes. Any changes to the not-to-exceed amount of this Contract or pricing fees set forth in **Exhibit A - Compensation and Fees** shall be submitted to TFC for review and shall be approved by amendment to this Contract.”

3. The parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.16, which shall read in its entirety as follows:

“9.16. **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.”

[This Space Intentionally Left Blank]

TFC Contract No. 18-010-000  
Alpha Building Corporation  
RFP No. 303-5-02167  
Amendment No. 2

4. Except as expressly amended above, all provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 2 to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**ALPHA BUILDING CORPORATION**

By: DocuSigned by:  
Mike Novak  
B1C9FC0A8020417...

By: DocuSigned by:  
Kevin Rainey  
50E87285A4C643C...

Mike Novak

Kevin Rainey

Executive Director

Senior Project Manager

Date of execution: 01/30/2019 | 6:48 AM CST

Date of execution: 01/29/2019 | 8:40 PM CST

GC NRG

Dir. CDW

DED h