

**AMENDMENT NO. 1
TO THE
CONTRACT FOR
BOILER PREVENTATIVE MAINTENANCE
AND REPAIR SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
THE BRANDT COMPANIES, LLC**

THIS 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 and The Brandt Companies, LLC (hereinafter referred to as “Contractor”), located at 1340 Airport Commerce Drive, Suite 575, Austin, Texas 78741, to amend the original Contract between the parties (hereinafter referred to as the “Contract”).

WHEREAS, on or about July 24, 2017, the parties entered into that one certain *Contract for Boiler Preventative Maintenance and Repair Services Between the Texas Facilities Commission and the Brandt Companies, LLC*; and

WHEREAS, TFC has determined to modify Section 1.08(a) of the Contract for administrative purposes; and

WHEREAS, changes in circumstances require mutual desirable alterations to the scope and fees to the Contract; and

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances; and

WHEREAS, subject to Contract Section 10.21, 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 that prohibition;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.08 – DELIVERY RELEASE SERVICES, by deleting subsection (a) in its entirety, and replacing it with subsection (a) as follows:

“(a) TFC may, from time to time, initiate maintenance and repair projects based on deficiencies documented during boiler maintenance services under this Contract or to effect repairs due to system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a “Delivery Release”). 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. Any work completed by Contractor without a Delivery Release will not be paid for by TFC.

2. The parties hereby agree to modify ARTICLE III – CONSIDERATION, SECTION 3.1.(a.) – CONTRACT LIMIT AND FEES AND EXPENSES to reflect increased funding for Additional Services from Two Hundred Thousand and No/100 Dollars (\$200,000.00) to a new not to exceed amount of Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00), thus increasing the total not to exceed amount of the Contract from Three Hundred Seventy-Five Thousand Four Hundred Ten and No/100 Dollars (\$375,410.00) to an amount not to exceed Five Hundred Thousand Four Hundred Ten and No/100 Dollars (\$500,410.00).

3. The parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.16, Prohibition Against Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations, 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.”

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

[This Space Intentionally Left Blank]

TFC Contact No. 18-029-000
RFP No. 303-5-01294
Contractor Name: The Brandt Companies, LLC
Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

THE BRANDT COMPANIES, LLC

By: DocuSigned by:
JOHN RAFF

By: DocuSigned by:
James Marek

John S. Raff

Print Name: James Marek

Interim Executive Director

Title Print: General Manager

Date of execution: 08/21/2018 | 5:01 PM CDT

Date of execution: 08/21/2018 | 9:48 AM CDT

GC. NRG

Dir. DS
kM

D.E.D. DS
kM