

TFC Contact No. 18-019-000

RFP No. 303-5-01379

Contractor Name: Daikin Applied Americas, Inc. dba Daikin Applied

Amendment No. 1

**AMENDMENT NO. 1  
TO THE  
CONTRACT FOR  
CHILLER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
DAIKIN APPLIED AMERICAS, INC.  
dba DAIKIN APPLIED**

**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 Daikin Applied Americas, Inc. dba Daikin Applied (hereinafter referred to as “Contractor”), located at 12100 Crownpoint Drive, Suite 150, San Antonio, Texas 78233, to amend the original Contract between the parties (hereinafter referred to as the “Contract”).

WHEREAS, on or about August 25, 2017, the parties entered into that one certain *Contract for Chiller Preventative Maintenance And Repair Services Between the Texas Facilities Commission and Daikin Applied Americas, Inc. dba Daikin Applied* ; and

WHEREAS, TFC has determined to modify Section 1.7(a) of the Contract for administrative purposes; 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 85<sup>th</sup> 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 85<sup>th</sup> 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 agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.7 – 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 chiller 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

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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 IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Sections 9.15 and 9.16, respectively, which shall read in their entirety as follows:

“9.15. **Prohibition Against Boycotting Israel.** In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

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.

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**

**DAIKIN APPLIED AMERICAS, INC. dba  
DAIKIN APPLIED**

By: DocuSigned by:  
JOHN RAFF  
C29F7F24A756477...

By: DocuSigned by:  
James Sewell  
ADD73DABF6A74D8...

John S. Raff

Print Name: James Sewell

Interim Executive Director

Title Print: District Manager

Date of execution: 07/25/2018 | 11:37 AM CDT

Date of execution: 07/25/2018 | 10:15 AM CDT

GC. NRG  
Dir. [Signature]  
D.E.D. [Signature]