

**AMENDMENT NO. 2  
TO THE  
CONTRACT FOR  
ELEVATOR MAINTENANCE SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
EMR ELEVATOR, INC.**

**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 EMR Elevator, Inc. (hereinafter referred to as “Contractor”), located at 2320 Michigan Court, Arlington, Texas 76016, to amend the original Contract between the parties (hereinafter referred to as the “Contract”).

WHEREAS, on August 7, 2019, the Parties executed that one certain *Services Contract for Elevator Maintenance Services Between the Texas Facilities Commission and EMR Elevator, Inc., to be effective as of September 1, 2019*; and

WHEREAS, on September 1, 2019, the Parties entered into Amendment No. 1 for the purpose of adding an elevator and associated monthly fees, correcting typographical errors, and to move the John H. Winters Building from Group 1 to Group 2; and

WHEREAS, the Parties desire to enter into Amendment No. 2 for the purpose of adding funds to Additional Services in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) and to add statutorily required provisions;

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

1. The Parties agree to modify ARTICLE III – CONSIDERATION, Section 3.1, Contract Limit and Fees and Expenses, by increasing the Additional Services Amount by Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) for a total amount to be paid to the Contractor of Six Hundred Thirty Thousand Six Hundred Twenty-Four and No/100 Dollars (\$630,624.00), thus increasing the Contract total from One Million Nine Hundred Fifty-Eight Thousand Seven Hundred Eighty-Four and No/100 Dollars (\$1,958,784.00) to a total not to exceed amount of Two Million Four Hundred Eight Thousand Seven Hundred Eighty-Four and No/100 Dollars (\$2,408,784.00). The corrected Table 1 – Initial Term appears immediately below and supersedes Table 1- Initial Term as provided in the Contract.

Table 1 – Initial Term

Base Contract Amount - Fiscal year (“FY”) 2020 (September 1, 2019 through August 31, 2020)	\$889,080.00
Base Contract Amount - FY 2021 (September 1, 2020 through August	\$889,080.00

31, 2021)	
Additional Services – FY 2020 and FY 2021	\$630,624.00
<b>Total Contract Amount</b>	<b>\$2,408,784.00</b>

2. The Parties agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.20, Human Trafficking and Section 9.21, Use of State Property, which shall read in their entirety as follows:

“9.21. **HUMAN TRAFFICKING PROHIBITION.** Pursuant to Section 2155.0061 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if Contractor’s certification in this matter is inaccurate. TFC may not award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year (5) period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking.

9.22. **USE OF STATE PROPERTY.** Contractor is prohibited from using State Property for any purpose other than performing services authorized under the Contract. State Property includes, but is not limited to: TFC’s office space, identification badges, TFC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TFC issued software, and the TFC Virtual Private Network (VPN client)), and any other resources of TFC. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access TFC’s network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by TFC that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to Contractor’s use of State Property that exceeds the scope of the Contract. Contractor shall fully reimburse such charges to TFC within ten (10) calendar days of Contractor’s receipt of TFC’s notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to TFC under contract, at law, or in equity.”

3. The Parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, by re-numbering, Section 10.24, Entire Contract and Modification as Section 10.25, and inserting Section 10.24, Cybersecurity Training Required, so that the inserted and re-numbered Section 10.25 read in their entirety, as follows:

“10.24. **CYBERSECURITY TRAINING REQUIRED.** If Contractor has “access,” as that term is defined in 1 Tex. Admin. Code § 202.1, to any state computer system or database, then, pursuant to Tex. Gov’t Code § 2054.5192, Contractor and its subcontractors, officers, and employees shall complete a cybersecurity training program certified under Tex. Gov’t Code §2054.519. The cybersecurity training program must be completed by the Contractor and its subcontractors, officers and employees during the term and any renewal period of the Contract. Contractor shall verify completion of the training program to TFC pursuant to, and in accordance with, Tex. Gov’t Code § 2054.5192.

10.25. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.”

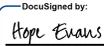
4. Except as expressly amended above, all provisions of the Contract remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 2 to this Contract to be effective as of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**EMR ELEVATOR, INC.**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
DocuSigned by: CE2F03320719423...

Mike Novak

Hope L. Evans

Executive Director

President

Date of execution: 05/05/2020 | 11:53 AM CDT

Date of execution: 05/05/2020 | 11:42 AM CDT

GC 

Dir 

COO 