

**AMENDMENT NO. 1
TO THE
CONTRACT FOR
COOLING TOWER CLEANING SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
GILLETTE AIR CONDITIONING**

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 Gillette Air Conditioning (hereinafter referred to as “Contractor”), located at 1215 San Francisco, San Antonio, Texas 78201 to amend the original Contract between the parties (hereinafter referred to as the “Contract”).

WHEREAS, on or about August 8, 2017, the parties entered into that one certain *Contract for Cooling Tower Cleaning Services Between the Texas Facilities Commission and Gillette Air Conditioning*; and

WHEREAS, TFC has determined to modify Section 1.01(d) 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 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 agree to amend the Contract as follows:

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

“(d) 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 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

GILLETTE AIR CONDITIONING

By:  _____
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By:  _____
2538F56BA2A74AA...

John S. Raff

Print Name: Ken Kessler

Interim General Counsel

Title Print: Ken Kessler

Date of execution: 06/20/2018 | 1:28 PM CDT

Date of execution: 06/20/2018 | 8:11 AM CDT

GC. 

Dir. 

D.E.D. 