

**AMENDMENT NO. 2  
TO THE  
INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
JOSE I. GUERRA, 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 Jose I. Guerra, Inc., located at 2401 South IH 35, Suite 210, Austin, Texas 78741 (hereinafter referred to as “PSP”) (hereinafter collectively referred to as the “Parties”) to amend the original Indefinite Delivery Indefinite Quantity Professional Services Agreement, as amended (hereinafter referred to as the “Agreement”).

WHEREAS, on June 12, 2017, the Texas Facilities Commission (hereinafter, the “Commission”) authorized the award of certain Indefinite Delivery Indefinite Quantity Professional Services Agreements (hereinafter referred to as “IDIQ Agreements”) pursuant to Commission Policy Article III (b) regarding IDIQ Agreements; and

WHEREAS, on January 25, 2018, the Parties entered into that one certain *Indefinite Delivery Indefinite Quantity Professional Services Agreement*, TFC Contract No. 18-131-000; and

WHEREAS, the Parties executed Amendment No. 1 for the purpose of renewing the Agreement for a two (2) year period commencing on September 1, 2019 and ending on August 31, 2021; and

WHEREAS, TFC desires to modify a certain insurance provision of the Agreement by execution of this Amendment No. 2;

NOW, THEREFORE, the Parties agree to modify the Agreement as follows:

1. ARTICLE X – INSURANCE, Section 10.01, Insurance Requirements, Subsection 10.1.1, Workers’ Compensation and Employers’ Liability Insurance, by deleting paragraph 10.1.1.1, in its entirety and replacing it with paragraph 10.1.1.1, as follows:

“10.1.1.1. As per Tex. Lab. Code §406.096(b), PSP shall require each Subcontractor to certify in writing to the PSP that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. Owner shall be entitled, upon request and without expense, to receive copies of these certifications.”

TFC Contact No. 18-131-000  
Amendment No. 2  
Jose I. Guerra, Inc.  
RFQ No. 303-7-01635

Except as expressly amended above, all provisions, terms and conditions of the IDIQ Agreement remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 2 to the Agreement to be effective as of September 1, 2019.

**TEXAS FACILITIES COMMISSION**

**JOSE I. GUERRA, INC.**

By: DocuSigned by:  
Mike Novak  
BTC9FCDA8020417...

By: DocuSigned by:  
Rick Guerra  
9535D2562385404...

Mike Novak

Rick Guerra

Executive Director

President / CEO

Date of Execution: 05/14/2019 | 7:16 AM CDT

Date of Execution: 05/13/2019 | 2:29 PM PDT

GC NRG

Dir MH

DED [Signature]