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AMENDMENT NO. 1
TO THE
CONTRACT FOR
PLUMBING SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
TD INDUSTRIES, INC.

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 TD Industries, Inc., (hereinafter referred to as "Contractor"), located at 2701 Gattis School Road, Suite A-101, Round Rock, Texas 78664, to amend the original Contract between the parties (hereinafter referred to as the "Contract").

WHEREAS, on or about August 22, 2017, the parties entered into that one certain *Contract for Plumbing Services Between the Texas Facilities Commission and TD Industries, Inc.*; and

WHEREAS, TFC has determined to modify Section 1.1(c) of the Contract for administrative purposes; and

WHEREAS, subject to Contract Section 10.21, Entire Contract 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 1.1 – SERVICE REQUIREMENTS, by deleting subsection (c) in its entirety, and replacing it with subsection (c) as follows:

"(c) 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. The following are also to be included on a Delivery Release: (i) a breakdown of material and labor (no flat fees); (ii) the hourly rate with an estimated number of hours; (iii) a description of whether or not the job is scheduled for regular or overtime hours or a combination of both; (iv) any discounts after "standard" or "list;" and (v) no taxes."

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2. The parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.15, Prohibition Against Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations, as follows:

"9.15. **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

By: _____

John S. Raff

Interim Executive Director

Date of execution: _____

TD INDUSTRIES, INC.

By: _____

Print Name: _____

Title Print: _____

Date of execution: _____

GC. NRG

Dir. DS KM

D.E.D. DS KM