

**AMENDMENT NO. 1  
TO THE  
INTERLOCAL CONTRACT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
TEXAS A&M ENGINEERING EXPERIMENT STATION**

**This Amendment No. 1** is entered into by and between the Texas Facilities Commission (“TFC”) an agency of the State of Texas, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (“Customer”), and Texas A&M Engineering Experiment Station (“TEES”), to amend the original Interlocal Contract between the parties effective July 15, 2016 (hereinafter referred to as “Contract”).

WHEREAS, changed circumstances require mutually desirable alterations to the Contract; and

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances;

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

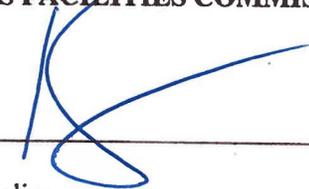
1. The parties agree to amend SECTION 6 – INVOICING AND PAYMENT, SUBSECTION 6.1 so that it reads in its entirety as follows:

“TEES shall invoice in accordance with the compensation and invoicing terms agreed to by the parties in each task order. Unless otherwise specified in an agreed task order, payments hereunder shall be due within thirty (30) days after receipt of invoice.”

Except as expressly amended above, the Contract remains 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:  \_\_\_\_\_

Kay Molina

General Counsel

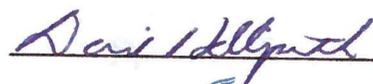
Date of Execution: 8/8/16

 G.C.

 Dir.

 D.E.D.

**TEXAS A&M ENGINEERING EXPERIMENT  
STATION**

By:  \_\_\_\_\_

David Hollingsworth 

Director, Contracts and Grants

Date of Execution: 8/5/2016

**AMENDMENT NO. 1  
TO  
TASK ORDER NO. 1  
TO THE  
INTERLOCAL CONTRACT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
TEXAS A&M ENGINEERING EXPERIMENT SATION**

**This Amendment No. 1** is entered into by and between the Texas Facilities Commission (“TFC”) an agency of the State of Texas, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (“Customer”), and Texas A&M Engineering Experiment Station (“TEES”), to amend Task Order No. 1, effective July 15, 2016, to the original Interlocal Contract between the parties effective July 15, 2016.

WHEREAS, changed circumstances require mutually desirable alterations to Task Order No. 1; and

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances;

NOW, THEREFORE, the parties agree to amend Task Order No. 1 as follows:

1. The parties agree to modify TASK ORDER NO. 1, SECTION D – BUDGET by adding the following:

“Upon receipt of an invoice due on or after September 1, 2016, TFC shall pay TEES 100% of the fixed-price fee of \$31,256.00. After receipt of the full payment of \$31,256.00 received on or after September 1, 2016, TEES will perform the work specifically described in this Task Order at no additional cost to TFC. If work is requested that is deemed by either party as outside the scope of this Task Order, further negotiations will be required to determine the scope and consideration of the requested work.”

2. The parties agree to modify TASK ORDER NO. 1, by adding SECTION E – PERIOD OF PERFORMANCE, as follows:

“Services under this TASK ORDER NO. 1 shall commence July 15, 2016 and shall be completed by October 31, 2019, unless terminated earlier in accordance with the Interlocal Contract Subsection 7.2, or extended by written amendment signed by both parties.”

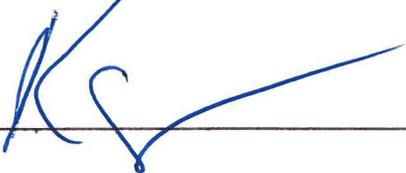
Except as expressly amended above, Task Order No 1. shall remain in full force and effect.

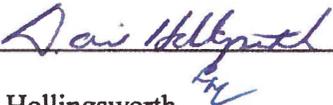
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IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to Task Order No. 1 to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**TEXAS A&M ENGINEERING EXPERIMENT STATION**

By: 

By: 

Kay Molina

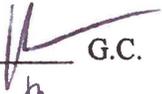
David Hollingsworth

General Counsel

Director, Contracts and Grants

Date of Execution: 8/8/16

Date of Execution: 8/5/2016

 G.C.

 Dir.

 D.E.D