

**AMENDMENT NO. 1
TO THE
CONTRACT FOR
INSPECTION, TESTING AND MAINTENANCE SERVICES
OF FIRE ALARM AND RELATED SYSTEMS
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
BECKWITH ELECTRONIC SYSTEMS, LLC.**

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 Blvd., Austin, Texas 78701 and Beckwith Electronic Systems, LLC (hereinafter referred to as "Contractor"), located at 8906 Wall Street, Suite 301, Austin, Texas 78754, to amend the original Contract, known as Contract No. 16-018-000 between the parties (hereinafter collectively referred to as the "Contract").

WHEREAS, the Contractor, has agreed to provide additional inspection, testing and maintenance services of fire alarm related systems for anticipated project(s) in TFC owned and managed buildings for an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00); 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 modify ARTICLE III – CONSIDERATION, SECTION 3.01 CONTRACT LIMIT AND FEES AND EXPENSES by deleting subsection (a.) in its entirety and substituting it with the following:

The total amount of this Contract shall not exceed the sum of Two Hundred Ninety Thousand Three Hundred Seventy Eight and 44/100 Dollars (\$290,378.44). This amount includes the Fiscal Year 2016 – 2017 Contract base fee of Seventy Seven Thousand Eight Hundred Seventy Eight and 44/100 Dollars (\$77,878.44) and Two Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$212,500.00) to cover any Additional Services, as defined in Section 3.03 below. Pricing fees shall be invoiced in accordance with Exhibit B - Compensation and Fees. Any changes to the not-to-exceed amount of this Contract or pricing fees set forth in Exhibit B - Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.

Except as expressly amended above, all provisions of the Contract 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 the Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

BECKWITH ELECTRONIC SYSTEMS, LLC.



Kay Molina

General Counsel

Date of execution: 8/16/16

Dir. TB

D.E.D. PKM



Printed Name: DAVID B. LAWSON

Title: VP

Date of execution: 7/26/16

