

**AMENDMENT NO. 2
TO THE
CONTRACT FOR SECURITY GUARD SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
WALDEN SECURITY**

SB 20
Positive
Version

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 Walden Security (hereinafter referred to as "Contractor"), located at 511 East John W. Carpenter Freeway, Suite 150, Irving, Texas 75062, to amend the original Contract between the parties (hereinafter referred to as the "Contract"), as amended.

WHEREAS, on July 17, 2017, the parties executed that one certain Contract for Security Officer Services, incorporating, among other things, an Exhibit A – CONFIDENTIAL Post Orders, and EXHIBIT G – CONFIDENTIAL Facility and Post Map; and


10-5-2018

WHEREAS, on May 31, 2018, the parties entered into Amendment No. 1 for the purpose of making an administrative change regarding delivery releases and to add a statutorily required provision; and

WHEREAS, the parties desire to provide for additional unarmed guards and sites; and

WHEREAS, the parties desire to provide for Additional Services, Fees and Expenses and to enable tenants to direct Contractor activities in a *bona fide* emergency;

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

1. The parties hereby agree to amend ARTICLE I – STATEMENT OF WORK, Section 1.1, Service Requirements by deleting Section 1.1 in its entirety and replacing it with Section 1.1, as follows:

"1.1. **SERVICE REQUIREMENTS.** Contractor shall provide uniformed security officer services for the following: (i) the Department of Health Campus and Laboratory located at 1100 W. 49th St., Austin, TX 78751; (ii) the Brown-Heatly Building and Parking Garage H (PKH) located at 4900 N. Lamar, Austin, TX 78751; (iii) the Texas Workforce Commission Administration Building and the Criss Cole Rehabilitation Center located at 4800 N. Lamar, Austin, TX 78751; (iv) the John H. Winters Building located at 701 West 51st Street, Austin, TX 78751; and (v) the Department of Health Headquarters Building located at 909 West 45th Street, Austin, TX 78751 (hereinafter collectively referred to as the "Service Location") in accordance with Exhibit A-2 – Post Orders (hereinafter referred to as "Post Orders"), and Exhibit G-2 – Facility and Post Map, both attached hereto and incorporated herein for all purposes. Contractor shall provide all labor and listed equipment necessary to perform these services."

2. The parties hereby agree to amend ARTICLE I – STATEMENT OF WORK, Section 1.3, Contractor Hours and Pay, by deleting Section 1.3 in its entirety and replacing it with Section 1.3, as follows:

“1.3. **CONTRACTOR HOURS AND PAY.** Contractor shall provide security officers for the hours of service needed in accordance with Exhibit B – Weekly Officer Hours, as incorporated, and with Exhibit B-2 – Weekly Officer Hours, Supplement to Exhibit B, attached hereto and incorporated herein for all purposes. Hours of service are estimated, and TFC at its option may increase or decrease hours of service as deemed necessary.”

3. The parties hereby agree to modify ARTICLE III – CONSIDERATION, SECTION 3.1(a), Contract Limit and Fees and Expenses, increasing the total amount of fees to be paid by One Hundred Seven Thousand Eight Hundred Twenty-Seven and 20/100 Dollars (\$107,827.20), by deleting the paragraph in its entirety and replacing it with the following:

“3.1. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) The total amount of fees to be paid under this Contract shall not exceed the sum of Four Million Six Hundred Sixty-One Thousand Seven Hundred Seventy-Three and 44/100 Dollars (\$4,661,773.44). This amount includes the Fiscal Year 2018-19 contract base fee of Four Million Six Hundred Eleven Thousand Seven Hundred Seventy-Three and 44/100 Dollars (\$4,611,773.44) and Fifty Thousand and No/100 Dollars (\$50,000.00) to cover any Additional Services, as defined in Section 3.3 below. Pricing fees shall be invoiced in accordance with Exhibit C – Compensation and Fees, as incorporated. Any changes to the not-to-exceed amount or pricing fees set forth in Exhibit C – Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.”

[This Space Intentionally Left Blank]

4. 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. 2 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

By: *Naomi R. Gonzalez*

Naomi R. Gonzalez, Acting General Counsel
o/b/o John S. Raff, Interim Executive Director

Date of Execution: 10/5/18

G.C. *NRG*
Dir. *JRM*
D.E.D. *JRM*

WALDEN SECURITY

By: *Amy S. Walden*

Amy S. Walden
Chairman and CEO

Date of Execution: 10/4/18

TFC Contract No. 18-026-000

Walden Security

Amendment No. 3

Exhibit A-2

Exhibit A-2 is Confidential - Removed for SB 20 Posting

TFC Contract No. 18-026-000

Walden Security

Amendment No. 3

Exhibit B-2

Weekly Officer Hours

(Supplement to Exhibit B)

TFC Contract No. 18-026-000
 Walden Security
 Amendment No. 2
 Exhibit B-2
 Weekly Officer Hours

Walden Security two additional Posts

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Rate	Total Weekly
Post A-8 Officer		6p to 6a 12		60	\$ 14.74	\$ 884.40				
Post D-10 Officer		6p to 6a 12		60	\$ 14.74	\$ 884.40				
										<u>\$ 1,768.80</u>

November 1st, 2018 thru term August 31st, 2019 = 44 weeks

\$ 77,827.20

TFC Contract No. 18-026-000

Walden Security

Amendment No. 3

Exhibit G-2

Facility and Post Map

Exhibit G-2 is Confidential - Removed for SB 20 Post