

AMENDMENT NO. 3
TO THE
CONTRACT FOR SECURITY GUARD SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
WALDEN SECURITY

SB 20
Posting
Version
DD
11-12-2018

THIS AMENDMENT NO. 3 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

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, on October 5, 2018, the parties entered into Amendment No. 2 to provide for Additional Services, Fees and Expenses, and to enable tenants to direct Contractor activities in a *bona fide* emergency; and

WHEREAS, the parties now desire to enter into this Amendment No. 3 for the purpose of the removing certain uniformed guard services at the Criss Cole Rehabilitation Center;

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 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-3 – CONFIDENTIAL Post Orders (hereinafter referred to as "Post Orders"), and Exhibit G-3 – CONFIDENTIAL Facility and Post Map, both of which exhibits are 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, Exhibit B-2, Weekly Officer Hours, Supplement to Exhibit B, as incorporated, and with Exhibit B-3 -, attached hereto as incorporated, and with Exhibit B-3 –Weekly Officer Hours, Supplement to Exhibits B and B-2, 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, reducing the total amount of fees to be paid by Seventy-Seven Thousand Eight Hundred Twenty-Seven and 20/100 Dollars (\$77,827.20), 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 Five Hundred Eighty-Three Thousand Nine Hundred Forty-Six and 24/100 Dollars (\$4,583,946.24). This amount includes the Fiscal Year 2018-19 contract base fee of Four Million Five Hundred Thirty-Three Thousand Nine Hundred Forty-Six and 24/100 Dollars (\$4,533,946.24) 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.”

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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. 3 to this Contract to be effective as of November 1, 2018.

TEXAS FACILITIES COMMISSION

WALDEN SECURITY

By: HSB#

By: Amy S. Walden

John S. Raff

Amy S. Walden

Interim Executive Director

Chairman and CEO

Date of Execution: 11.7.18

Date of Execution: 11/6/18

G.C. NR

Dir. JM

D.E.D. JM

Exhibit A-3 – CONFIDENTIAL Post Orders

Exhibit A-3 is Confidential - Removed for SB 20 Posting

Exhibit G-3 – CONFIDENTIAL Facility and Post Map

Exhibit G-3 is Confidential - Removed for SB 20 Posting

Exhibit B-3, Weekly Officer Hours, Supplement to Exhibits B and B-2

TFC Contract No. 18-026-000

Walden Security

Amendment No. 3

Exhibit B-3 - Weekly Officer Hours (Supplement to Exhibit B-2 and B)

Walden Security Reduction of two post at Criss Cole Rehabilitation Center													Hours	Rate	Total Weekly			
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday											
Post C-3	Officer		6p to 6a	12	6p to 6a	12	6p to 6a	12	6p to 6a	12	6p to 6a	12		60	\$ 14.74	\$ 884.40		
Post C-4	Officer		6p to 6a	12	6p to 6a	12	6p to 6a	12	6p to 6a	12	6p to 6a	12		60	\$ 14.74	\$ 884.40		
																		\$ 1,768.80
November 1st, 2018 thru term August 31st, 2019 = 44 weeks- Contract Deduct																		\$ (77,827.20)