

**AMENDMENT NO. 1
TO THE
CONTRACT FOR
INSPECTION, TESTING AND MAINTENANCE SERVICES
OF FIRE ALARM AND RELATED SYSTEMS
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
JOHNSON CONTROLS FIRE PROTECTION, LP**

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 Johnson Controls Fire Protection, LP (hereinafter referred to as "Contractor"), located at 4700 Exchange Court, Suite 300, Boca Raton, Florida, 33431, to amend the original Contract between the parties (hereinafter referred to as the "Contract").

WHEREAS, on or about June 26, 2017 SimplexGrinnell, LP filed a Certificate of Amended Registration with the Texas Secretary of State in the name of Johnson Controls Fire Protection, LP; and

WHEREAS, pursuant to that filing, the parties desire to change the Contractor name to Johnson Controls Fire Protection, LP, and such other Contract information as is required pursuant thereto; 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 modifications 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 this prohibition;

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

1. The parties agree to modify the Contract so that all references therein to "SimplexGrinnell," are replaced with, "Johnson Controls Fire Protection, LP."
2. The parties agree to modify the Contract caption by deleting the phrase, "SimplexGrinnell (hereinafter referred to as "Contractor"), located at 1608 Royston Lane, Building 1, Round Rock, Texas, 78664," and replacing it with the phrase, "Johnson Controls Fire

Protection, LP (hereinafter referred to as "Contractor"), located at 4700 Exchange Court, Suite 300, Boca Raton, Florida 33431."

3. The parties agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.1 – SERVICE REQUIREMENTS, Subsection c, by deleting Subsection (c) in its entirety, and replacing it with Subsection (c) as follows:

"(c) Each Delivery Release is 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."

4. The parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, SECTION 10.9, Notices, by deleting the contractor contact information and replacing it with the following contractor contact information:

"For Contractor: Johnson Controls Fire Protection, LP
Attention: Joe Hixon, Total Service Manager
1608 Royston Lane
Round Rock, Texas 78664
Telephone: (512) 634-1800
Email: joe.hixon@jci.com"

5. The parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.15 which shall read in their entirety 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."

[This Space Intentionally Left Blank – Amendment No. 1 to TFC Contract No. 18-071-00
Continues on Page 3]

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: JSR

John S. Raff

Interim Executive Director

Date of execution: 7.3.18

GC. NRL

Dir. JSM

**JOHNSON CONTROLS FIRE
PROTECTION, LP**

By: Joe Hixon

Joe Hixon

Total Service Manager

Date of execution: 6/26/18