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|------------------------------|--|
| CONTRACT NAME:               | Annual Contract for HVAC Monitoring - SAPL                     |
| CONTRACT NUMBER:             | RFO No. 6100011578, City assigned contract #4400005281         |
| VENDOR NAME:                 | Climatec, LLC  |
| VENDOR ADDRESS:              | 1077 Central Pkwy., #900<br>San Antonio, TX 78232              |
| ATTN:                        | Gregory L. Lockhart  |
| AMENDMENT NUMBER:            | 1  |
| DATE ISSUED:                 | October 28, 2024   |
| EFFECTIVE DATE OF AMENDMENT: | January 1, 2025, with approval of the San Antonio City Council |

**Whereas**, pursuant to Ordinance No. 2019-09-19-0735, the City of San Antonio (“City”) and Climatec, LLC, (“Climatec” or “Vendor”) entered into a contract for HVAC monitoring services for the San Antonio Public Library which began on October 1, 2019, and as renewed and extended, ends on December 31, 2024 (the “contract”); and

**Whereas**, parties agree to amend this contract to extend services for an additional one-year period and revise pricing accordingly; and

**Whereas**, this amendment is authorized pursuant to the section entitled “Amendments” in 006, General Terms & Conditions of the above referenced contract and parties hereby agree to amend the contract identified above, as follows.

#### 1.AMENDMENT

1.1. Section 004 – Specifications / Scope of Services, and the table in Attachment A – Price Schedule, are revised to update the HVAC Control and Monitoring Sites and Annual Prices, as follows:

McCreles Library - \$6,080.00

Parman Library - \$6,721.00

Central Library - \$13,910.00

Semmes Library - \$6,090.00

Memorial Library - \$6,090.00

Forrest Hills Library - \$6,090.00

Westfall Library - \$6,090.00

Total - \$51,071.00

The Annual Prices shall be billed quarterly.

- 1.2. Attachment A- Price Schedule, Item 5: Discounted Service Rate for Non-Covered Charges – Standard Labor Rate per Hour is revised from \$110.00 to **\$132.00** and the Overtime Labor Rate per Hour of **\$198.00** is added.

Standard Labor Rate applies during regular business hours, 8:00 AM – 5:00 PM. Overtime Labor Rate, if specifically requested by City, applies after 5:00 PM and before 8:00 AM.

- 1.3. Section 005 – Supplemental Terms & Conditions, Original Contract Term, Renewals, and Temporary Short Term Extensions are hereby deleted in their entirety and replaced with:

Contract Term.

This contract began on October 1, 2019 and shall terminate on December 31, 2025.

- 1.4 Section 005 – Supplemental Terms & Conditions, is revised to add:

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then such performance is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

- 1.5 Section 005 – Supplemental Terms & Conditions, Incorporation of Attachments, is revised to add the “**Attachment C** – Climatec Building Automation System Technical Support Agreement proposal dated 10/21/2024, **as revised**”, which is attached hereto and incorporated herein as described in Section 005 – Supplemental Terms & Conditions, Incorporation of Attachments.

## 2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

## 3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

**CLIMATEC LLC**

Casey B McDaniel

Digitally signed by Casey B McDaniel  
DN: C=US, E=cmcdaniel@climatec.com,  
O="Climatec, LLC", CN=Casey B McDaniel  
Date: 2024.11.26 15:23:24-06'00'

\_\_\_\_\_  
*(Signature)*

Printed Name: Angelica Mata  
Title: Assistant Finance Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

Printed Name: Casey B. McDaniel  
Title: Group Operations Manager  
Date: 11-26-2024

This amendment is part of the contract. Please return this amendment to the Finance Department, Procurement Division, at the address below or email to [lucy.betancourt@sanantonio.gov](mailto:lucy.betancourt@sanantonio.gov).