

**INTEGRATION AGREEMENT  
FOR  
ANNUAL CONTRACT FOR PREVENTATIVE MAINTENANCE AND REPAIR  
SERVICES OF HVAC SYSTEMS – CITYWIDE**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
NO. 6100017558; 24-027**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and **The Brandt Companies LLC** (“Brandt” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE 1  
CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100017558; 24-027, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Vendor’s Price Schedule for Groups 1-2 and Best and Final Offer (BAFO) Price Schedule for Group 3 submitted in response to City’s RFCSP No. 6100017558; 24-027 (hereinafter, the “Price Schedule”) (**Attachment B**); and
- d. Vendor’s Proposal submitted in response to RFCSP No. 6100017558; 24-027, (hereinafter, the “Vendor’s Proposal”) (**Attachment C**).

**ARTICLE 2  
TERM**

- 2.1 Original Contract Term. This Agreement shall begin upon the effective date of the ordinance awarding the contract. This Agreement shall terminate on August 31, 2027, unless sooner terminated in accordance with the provisions of this Agreement.

- 2.2 Renewals. At City's option, this Agreement may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.
- 2.3 Temporary Short-Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

### **ARTICLE 3** **NOTICE**

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
Finance Department, Procurement Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Vendor, to:

The Brandt Companies LLC  
6023 Corridor Parkway, Suite 100  
Schertz, Texas 78154

**ARTICLE 4**  
**PRICE SCHEDULE**

4.1 Removal of Grant Funded Services.

4.1.1 Vendor shall not be required to provide services at the Brady Center located at 1227 Brady Blvd. for the City’s Department of Human Services (DHS) and any and all references to this location are hereby deleted. Specifically, Item 5 from Group 3 of the Price Schedule is deleted in its entirety.

4.1.2 Vendor shall not be required to provide services at the following WIC clinic locations, which are hereby deleted from Group 3 of the Price Schedule, Item 1 or Item 2, as indicated:

- Item 1, Naco Perrin - 4020 Naco Perrin
- Item 1, Ricardo Salinas - 630 S Gen McMullen
- Item 2, Buena Vista Admin – 2322 Buena Visa
- Item 2, Buena Vista Clinic - 2135 Buena Vista
- Item 2, Callaghan Clinic - 4412 Callaghan
- Item 2, Pecan Valley Clinic - 802 Pecan Valley
- Item 2, South Flores Clinic - 6723 S Flores Ste.

4.2 Removal of “Additional Equipment”. In the Price Schedule, Group 1 Item 4 – Additional Equipment, Group 2 Item 4 – Additional Equipment, and Group 3 Item 8 – Additional Equipment are each deleted in their entirety.

4.3 Group 1 –Southwest Service Center – 6927 W. Commerce. For purposes of clarification, the “Estimated Annual Quantity (Quarterly)”, for each of the listed buildings #1 through #3, is “3” consistent with such quantities listed throughout the Price Schedule.

	ESTIMATED ANNUAL QUANTITY (QUARTERLY) (A)	COST PER LOCATION PER QUARTER (B)	COST PER LOCATION FOR ANNUAL MAINTENANCE (C) *INCLUDES ONE QUARTERLY INSPECTION	COST PER LOCATION PER YEAR (D) (A x B) + C = D
Building #1	3	\$1,397.00	\$6,760.00	\$10,951.00
Building #2	3	\$1,245.00	\$5,920.00	\$9,655.00
Building #3	3	\$2,173.00	\$10,000.00	\$16,519.00

4.4 Group 2 – Market Square - 514 W Commerce (All Other Units). For purposes of clarification, the “Estimated Annual Quantity (Quarterly)”, for this item is “3” consistent with such quantities listed throughout the Price Schedule.

Location	ESTIMATED ANNUAL QUANTITY (QUARTERLY) (A)	COST PER LOCATION PER QUARTER (B)	COST PER LOCATION FOR ANNUAL MAINTENANCE (C) *INCLUDES ONE QUARTERLY INSPECTION	COST PER LOCATION PER YEAR (D) (A x B) + C = D
Market Square - 514 W Commerce (All Other Units)	3	\$13,320.00	\$13,320.00	\$53,280.00

**ARTICLE 5**  
**ENTIRE AGREEMENT**

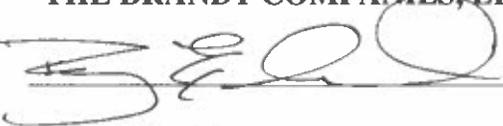
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement 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**

**THE BRANDT COMPANIES, LLC**

\_\_\_\_\_  
Name: Angelica Mata

  
\_\_\_\_\_  
Name: Ray Elwood

Title: Assistant Finance Director

Title: Director of Service

Date: \_\_\_\_\_

Date: 11-5-24

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney