

**THIRD AMENDMENT TO RFO 6100000452  
MAINTENANCE AGREEMENT FOR CSEF EBI SYSTEM**

STATE OF TEXAS           §

COUNTY OF BEXAR       §

This third amendment to RFO 6100000452, for inspection and maintenance services for the EBI System for the Convention and Sports Facilities Department is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and Honeywell International, Inc., operating through Honeywell Building Solutions, ("Honeywell"), referred to collectively herein as the "Parties".

**WHEREAS**, City and Honeywell entered into an agreement entitled "RFO 6100000452 Maintenance Agreement for CSEF EBI System" ("Original Contract"), under which the Parties set forth their agreement for Honeywell to provide inspection and maintenance services for the EBI System at the facilities identified therein; and

**WHEREAS**, the Original Contract provided for a term beginning September 1, 2011 and ending September 30, 2012, with options to renew for 3 successive 30 day periods; and

**WHEREAS**, the Original Contract was later amended to extend the term for the period beginning October 1, 2012 through September 30, 2016; and

**WHEREAS**, the Original Contract was amended a second time to provide additional equipment and services as described herein; and

**WHEREAS**, the parties now wish to amend the Original Agreement for a third time to extend the term for an additional one year period, beginning October 1, 2016 and ending September 30, 2017;

**NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

**I. AMENDMENTS**

A. *Section 005 - Supplemental Terms & Conditions, Original Contract Term* of the Original Contract is hereby amended to read as follows:

Original Contract Term.

This contract shall begin SEPTEMBER 1, 2011, and shall terminate on SEPTEMBER 30, 2017. There are no automatic renewals of this contract at the end of the term. The termination provisions remain the same as in the Original Contract.

C. 5 Invoicing: City shall pay Honeywell in advance. City's payment is due on October 1, 2016. City must have an invoice in order to pay for services. Therefore, Honeywell shall invoice City no later than September 1, 2016. Parties acknowledge that the fees stated above include a 2% discount for advance payment. This provision allowing for advance payment shall control over any conflicting provisions contained elsewhere herein. Should City elect not to pay in advance, the total fees for each service are set forth on Exhibit II, which is attached hereto and incorporated herein by reference for all purposes. In such event, payment shall be in accordance with Section 006-General Terms and Conditions of the Original Contract.

D. 005 - *Supplemental Terms & Conditions, Incorporation of Attachments, Attachment A - Prevailing Wage Rates* are hereby deleted and replaced with the current Prevailing Wage Rates, attached hereto and Incorporated herein for all purposes.

## II. PROVISIONS REMAIN IN EFFECT

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

## III. ENTIRE AGREEMENT


This agreement, 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.

City of San Antonio

Honeywell International, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: Robert J Heine

Title: \_\_\_\_\_

Title: SALES MANAGER

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

Date: 5.9.2016

Approved as to Form:

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