

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

(X) Other - *Amend Ord. 2009-435 to increase Contract max. amount.*

Date: 8-15, 2014 *Lenard Polk* City Controller of the City of Houston, Texas

MS FUND REF: N/A AMOUNT: - 0 - ENCUMB. NO.: RF65082-15
AS OA 46-9618 City of Houston, Texas Ordinance No. 2014-820

AN ORDINANCE AMENDING ORDINANCE NO. 2009-435 (PASSED ON DECEMBER 16, 2009) TO INCREASE THE MAXIMUM CONTRACT AMOUNT; AND APPROVING AND AUTHORIZING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF HOUSTON AND RDI MECHANICAL, INC. FOR HEATING, VENTILATION AND AIR CONDITIONING FOR VARIOUS DEPARTMENTS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves, authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. That Section 4 of Ordinance No. 2009-435 is amended to read as follows:

That the total allocation for the contract, authorized hereby shall never exceed **\$11,219,806.00**, unless and until this sum is increased by ordinance of the City Council.


Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 3rd day of September, 2014.

APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 09 2014.


City Secretary

(Prepared by Legal Dept. _____)

YB 8/04/2014

Requested by Calvin Wells, Finance Department)

L.D. No. 0341400210001

Assistant City Attorney

AYE	NO	
✓		MAYOR PARKER
....	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
		ABSENT-ON PERSONAL BUSINESS PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
	ABSENT	KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

**FIRST AMENDMENT
TO
AGREEMENT FOR HEATING, VENTILATION AND AIR CONDITIONING**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR HEATING, VENTILATION AND AIR CONDITIONING (the "First Amendment") is made by and between the CITY OF HOUSTON, TEXAS (the "City"), a home-rule city of the State of Texas, principally situated in Harris County, Texas, acting by and through its governing body, the City Council, and RDI MECHANICAL, INC. ("Contractor"), a Texas corporation.

BACKGROUND

WHEREAS, pursuant to Ordinance No. 2009-435, effective December 22, 2009, the City entered into an Agreement for Heating, Ventilation and Air Conditioning (the "Original Agreement") with Contractor;

WHEREAS, the City seeks to modify the term and renewals of the Original Agreement.

NOW, THEREFORE, the City and Contractor agree to amend the Original Agreement as follows:

ARTICLE I.

In accordance with Section 5 of the Original Agreement ("Written Amendment"), the following portions of the Original Agreement are amended as follows:

ARTICLE II.

The first sentence of Section 3-1.1 of the Original Agreement ("Contract Term") is deleted in its entirety and replaced with the following sentence:

"This Agreement is effective on the Countersignature Date and expires on December 31, 2014 ("Initial Term"), unless sooner terminated according to the terms of this Agreement."

ARTICLE III.

Section 3-3-3.1 of the Original Agreement (“Renewals”) is deleted in its entirety and replaced with the following sentence:

“Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for a one (1) year term on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.”

ARTICLE IV.

In the event of a conflict between the Original Agreement and this First Amendment, this First Amendment shall prevail.

ARTICLE V.

All other terms and conditions of the Original Agreement, except as amended in this First Amendment, shall continue in full force and effect.

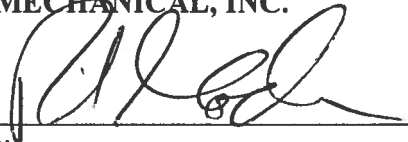
Signatures

IN WITNESS WHEREOF, the parties have executed this First Amendment in multiple originals, each of equal force and effect.

WITNESS:

By: _____
Name:
Title:

RDI MECHANICAL, INC.

By: 
Name:
Title:
Tax ID No.:



ATTEST/SEAL:


City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

Mayor

APPROVED:



City Purchasing Agent

COUNTERSIGNED BY:

City Controller

APPROVED AS TO FORM:



Assistant City Attorney
L.D. File No. 0341400210001

DATE COUNTERSIGNED:
