

**FIRST AMENDMENT TO  
CITY OF FORT WORTH CONTRACT NO. 57636**

This First Amendment to City of Fort Worth Contract No. 57636 (“Amendment”) is made between the City of Fort Worth (“Fort Worth”), a municipal corporation and Johnson Controls, Inc. (“Vendor”).

WHEREAS, Fort Worth entered into the Agreement identified as City Secretary Contract No. 57636 (the “Agreement”) with Johnson Controls, Inc.;

WHEREAS, through ITB 22- 0055 the City solicited bids to award non- exclusive services agreements to multiple bidders for Heating Ventilation and Air Conditioner Repair, Maintenance, and Inspection services on an as- needed basis in the City with an aggregate amount of \$4,041,911.50 for contracts awarded to the successful bidders;

WHEREAS, it is the collective desire of both Fort Worth and Vendor to amend the Agreement to increase the total compensation amount as authorized by M&C 22-0331.

NOW THEREFORE, known by all these present, Fort Worth and Vendor, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows:

1. The Agreement is hereby amended to read as follows:  
City shall pay Vendor in accordance with Exhibit B of the Agreement and in accordance with the provisions of the Amendment an additional amount not exceed Eight Hundred and Seventeen Thousand Eleven Dollars, (\$817,311.00) during the initial term of the agreement, effective upon execution of this Amendment to expire May 10, 2023. Vendor shall provide services and items for the Fort Worth Convention Center in accordance with Exhibit A of the Amendment. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

2. All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

**[Signature Page Follows]**

Executed effective as of the date signed by the Assistant City Manager below.

<p><b>City:</b></p> <p>By: _____          Name: William Johnson          Title: Assistant City Manager</p> <p>Date: _____</p>	<p><b>Vendor:</b></p> <p>By: _____          Name: Brian W. Johns          Title: Service Manager</p> <p>Date: _____</p>
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CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

<p><b>Approval Recommended:</b></p> <p>By: _____          Name: Michael Crum          Title: Director, Public Events Dept.</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: _____          Name: Tyler Wallach          Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b>          M&amp;C: 22-0331 &amp; _____</p>	<p><b>Contract Compliance Manager:</b>          By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____          Name: Keith Chisolm          Title: Capital Project Mgr., Public Events Dept.</p> <p><b>City Secretary:</b></p> <p>By: _____          Name: Jannette S. Goodall          Title: City Secretary</p>
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