

CITY OF SANTA FE  
CONTRACT AMENDMENT No. 5

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Trane U.S. Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **sixty seven thousand seven hundred and fifty dollars and thirty one cents (\$67,750.31)**, such compensation not to exceed **\$67,750.31**, plus gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

**The total amount payable to the Contractor under Agreement # 16-0983 and all Amendments to this Agreement, plus gross receipts tax and expenses, shall not exceed two hundred eighty six thousand seven hundred and ninety one dollars and seventy two cents (\$286,791.72). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**


5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020**, unless terminated pursuant to the Contract. This is the final year of a four year contract.

**All other articles of this contract remain the same.**

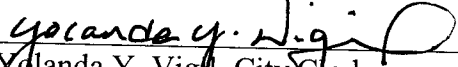
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By:   
Alan Webber, Mayor


Date: 6/13/19

Attest:

By:   
Yolanda Y. Vigil, City Clerk  
*CC M 19. 6/12/2019*

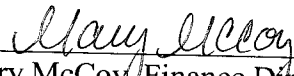
Date: 6-27-19

Approved as to Form:

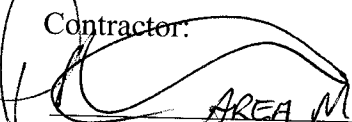
By:   
Erin K. McSherry, City Attorney

Date: 5/10/19

Approved:

By:   
Mary McCoy, Finance Director

Date: 6/13/19

Contractor:  
By:   
Name & Title AREA MGR

Date: 6/21/19

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #01-509460-00-0

Business License Number: #19-00140206

BU/Line Item: 52102.510310