

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Koffler Electrical Mechanical Apparatus Repair, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California, and Koffler Electrical Mechanical Apparatus Repair, Inc., dated February 13, 2018 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated February 11, 2021 and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide services to repair, maintain and overhaul miscellaneous motors, fans, pumps and other electrical equipment at the City's Generation Facilities, and the Parties now wish to amend the Agreement to increase the total compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

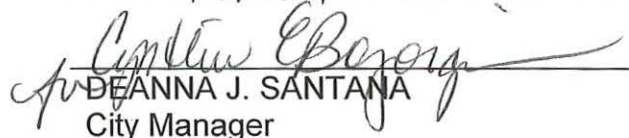
- 1. Exhibit B to Agreement entitled "Fee Schedule" is hereby deleted and replaced with Exhibit B – Compensation and Fee Schedule – Amended January 15, 2021.
- 2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 12/9/2021



CITY OF SANTA CLARA
OFFICE OF THE CITY ATTORNEY

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.
a California corporation

Dated: 11-17-2021

By (Signature): Charles H. Koffler
Name: CHARLES KOFFLER

Title: CEO/Technical

Principal Place of Business Address: 527 Whitney Street
San Leandro, CA 94577

Email Address: CHARLIE@KOFFLER.COM

Telephone: (510) 567-0630

Fax: (510) 567-0636

"CONTRACTOR"

**AMENDMENT NO. 2 TO
AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE
AMENDED DECEMBER 1, 2021**

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed five hundred fifty thousand dollars (\$550,000).
2. Services shall be provided according to the rates below:
 - 2.1. Definitions:
 - 2.1.1. Straight Time: Up to eight (8) hours on weekdays excluding holidays
 - 2.1.2. Overtime:
 - 2.1.2.1. First four (4) Hours in excess of eight hours on weekdays or
 - 2.1.2.2. First four (4) hours worked on Saturday
 - 2.1.3. Double Time
 - 2.1.3.1. Hours worked on Sunday or Holiday (New Year's Day, President Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day)
 - 2.1.3.2. Over twelve (12) hours worked on weekday
 - 2.1.3.3. Over four (4) hours worked on Saturday
 - 2.2. Work at Contractor's shop
 - 2.2.1. Straight Time Labor \$153 per hour
 - 2.2.2. Overtime Labor \$209 per hour
 - 2.2.3. Double Time Labor \$265 per hour
 - 2.3. Field Service
 - 2.3.1. Straight Time Labor \$234 per hour
 - 2.3.2. Overtime Labor \$307 per hour
 - 2.3.3. Double Time Labor \$380 per hour
 - 2.4. Pick-up and delivery shall be included at no cost except as follows:
 - 2.4.1. Monday through Friday after 4:30 pm through 8:00 am.
 - 2.4.2. During hours defined as overtime or double-time in this Agreement

2.4.3. Where a tractor-trailer is required, the rate from from San Leandro to Santa Clara is

2.4.3.1. \$1,200 for round trip during Straight Time hours

2.4.3.2. \$2,400 for round trip during hours not defined as Straight Time.

2.4.4. Where crane services are required. Crane services may be provided at the following rates:

2.4.4.1. \$1,150 minimum – includes crane and operator for first four hours

2.4.4.2. \$235 per hour for additional hours

2.5. Labor rates shall be effective throughout the term of this Agreement.

3. Project Quotes and Authorization of work:

3.1. Projects (services, materials and/or equipment) with a value that exceeds the City's competitive threshold, and/or are subject to the State of California's Public Contract Code or City of Santa Clara Charter Section 1310 may require a separate competitive process.

3.2. Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.3. With the exception of emergency services as described in the Emergency Services section 3.8 or in the event described in Section 3.10.3, when additional services are required by the City, Contractor shall submit a quote for the required services in advance of commencing work,.

3.4. Contractor's quote shall include the following details.

3.4.1. The specific service(s) to be performed;

3.4.2. Location where services will be performed;

3.4.3. The project schedule as determined by SVP;

3.4.3.1. The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.4.4. Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.4.4.1. Labor costs (prevailing wage and non-prevailing wage);

3.4.4.2. Tools and materials;

3.4.4.3. Equipment;

3.4.4.4. Any additional costs including taxes and or fees where applicable; and

3.4.4.5. Total not to exceed price.

- 3.4.5. DIR number for any subcontractors
- 3.5. Where the terms of any quote are in conflict with this Agreement, the terms of this Agreement shall prevail.
- 3.6. All submitted pricing shall be in accordance with the rates authorized in this Agreement.
- 3.7. The City shall review the submitted quote and, if there are no issues or concerns, approve the quote and provide written authorization (approval) for Contractor to begin work. Written authorization may only be provided by a Program Manager, Senior Electric Utility Engineer, Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).
- 3.8. Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a manner that permits the City to assure that services were provided at the rates authorized in this Purchase Order.
- 3.9. Emergency Services
- 3.9.1. An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.
- 3.9.2. Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).
- 3.9.3. Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.
- 3.9.4. When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3, and shall also include any completed work.
- 3.10. Changes
- 3.10.1. Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each work authorization.
- 3.10.2. In the event that unanticipated site conditions or other issues result in costs that exceed the approved quote, Contractor shall submit to the City an updated quote for review and approval from the City in advance of performing the work. Written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant

Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

- 3.10.3. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a written authorization within four (4) business days.

- 3.11. SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4. Reimbursable Expenses

4.1. Pass-Through Costs:

- 4.1.1. In some cases, Contractor may pass-through costs such as, but not limited to, subcontracted activities or materials.
- 4.1.2. Such Pass-Through Costs shall be included in the quote.
- 4.1.3. When these Pass-Through Costs occur, Contractor will invoice City for these costs and may include a markup of up to ten percent (10%).
- 4.1.4. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.
- 4.1.5. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

4.2. Reimbursement of expenses is subject to the following conditions.

- 4.2.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

4.2.2. Travel-related expenses (mileage, lodging, meals, etc.).

- 4.2.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

<https://www.gsa.gov/travel-resources>

- 4.2.2.2. The City shall not reimburse local travel (within Santa Clara County).

5. Invoicing

- 5.1. Contractor shall submit an invoice to City upon the completion of services, pursuant to this Agreement.

- 5.2. Each invoice shall include the tasks performed and the costs for each task with sufficient information for the City to verify that services were provided at the rates specified in this Agreement.
 - 5.3. If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.
6. Payment to Contractor
- 6.1. City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
 - 6.2. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.