

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BAY VALVE SERVICE AND ENGINEERING LLC (BAY VALVE)**

**PREAMBLE**

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bay Valve Service and Engineering, LLC, a Delaware 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 Bay Valve Service and Engineering LLC. dated on or about January 20, 2018 (Agreement);
- B. The Agreement and its amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide valve inspection, testing, and recertification services, and the Parties now wish to amend the Agreement as Amended to extend the term and not to exceed value of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 5 of the Agreement as Amended, entitled “Term of Agreement” is amended to read as follows: Unless otherwise set forth in the Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the effective date.
- 2. Section 38 entitled “Non-Exclusive Agreement” is added to the agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3. Exhibits: Exhibit A to Agreement (Scope of Services) is hereby deleted and replaced with Exhibit A to Agreement – Amended (Scope of Services). Exhibit B to Agreement (Fee Schedule) is hereby deleted and replaced with Exhibit B to Agreement – Amended (Fee Schedule).
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended 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. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 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: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

“CITY”

**BAY VALVE SERVICE AND ENGINEERING, LLC.**  
a Delaware corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

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

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

Principal Place of Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES**

**BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BAY VALVE SERVICE & ENGINEERING, LLC  
EXHIBIT A - AMENDED  
SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are to provide safety valve inspection, minor repair, testing and recertification in accordance with National Board Inspection Code for Pressure Safety Valves services for all Generation facilities.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BAY VALVE SERVICE & ENGINEERING, LLC  
EXHIBIT B - AMENDED  
FEE SCHEDULE**

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred thirty five thousand dollars and zero cents (\$235,000.00), subject to budget appropriations.

Rates:

- Standard Labor Rate - \$129.00 per hour
- Overtime Labor Rate - \$183.50 per hour
- Truck Fee - \$85.00