

BLUE ROUTE SHEET - CITY MANAGER REVIEW/APPROVAL REQUIRED

Originating Department: SVP Date Submitted: 8/18/21 Return To: Diana Shiles Phone Ext.: 6672

OD: FILL OUT SECTIONS #1-#7 (FRONT) AND #1-#4 (BACK) BEFORE ROUTING

RUSH

(1) Document: Applied Power Group Amendment No. 1 to an Agreement for Services
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(2) Indicate signature authority:

- Electric, Water and Sewer Service Agreements with a value of \$150,000 or less and All Other Service Agreements with a value of \$100,000 or less per Ordinance 1941 (CC Action – June 16, 2015)
- Miscellaneous Agreements including those that allow the use of the City name; rental agreements for City-owned property; licensing or conditional use agreements; confidentiality agreements; nondisclosure agreements; and partnership, cost sharing, in-kind and service agreements with other public or private entities per Resolution 6603 (CC Action - July 13, 1999)
- Certificate of Acceptance for Designated Property Interests per Resolution 5600 (CC Action – May 28, 1991)
- Routine Police Agreements including the use of City facilities; off-duty officers; special events; hold harmless and indemnification agreements from third parties; and releases of liability per Resolution 6000 (CC Action - April 4, 1995)
- Other: Resolution 21-8962 attached

(3) Cost impact: \$2,000,000

(4) Was this service budgeted for this fiscal year?

- Yes
 - No. If no, please describe below how the department will fund this unbudgeted service and consult with department's assigned budget analyst to ensure that there is sufficient funding.
- Not applicable

(5) Is insurance compliant?

- Yes, per attached EBIX printout. (Disregard #8)
- No, this agreement requires Risk Management review. (Complete #8)
- N/A (i.e. Hold Harmless Agreements, Grant Funding, Indemnification language in lieu of insurance, etc.) (Disregard #8)

(6) Is Notary needed?

- Yes (Please tag Notary page)
- No

(7) Department head originating agreement: _____
[SIGNATURE]

(8) **RISK MANAGEMENT**

Please describe why contract does not require EBIX approval:

Approved: _____ Date: _____
[RISK MANAGER]

(9) **CITY ATTORNEY'S OFFICE**

Luis M. Haro

Digitally signed by Luis M. Haro
Date: 2021.08.19 14:10:46 -07'00'

Approved as to form: _____ Date: _____
[CITY ATTORNEY/AUTHORITY COUNSEL]

Assignment Number **A21.0365**
Reviewing Attorney's Initials: **CA**

(10) **CITY CLERK'S OFFICE**

Attached: 2 original(s) _____ copy(ies)

1 Transmit the attached original / copy to contractor emailed TO Diana + TO DEPT. mail slot
1 Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 08-20-21

CITY MANAGER REQUIRED INFORMATION

(1)

Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]
Amendment No. 1 to the Agreement for Services with Allied Power Group is for services to overhaul and repair Frame 5 engine and related equipment at the Gianera Power Plant. This Amendment is to increase the maximum compensation due to the need for additional services identified during the overhaul.

(2)

Term of Agreement: NA
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3)

VENDOR SELECTION INFORMATION:

- Sole/Single Source (Please include justification memo with this form)
- Selection Process for Electric, Water or Sewer Utility Agreements with a total contract value of \$150,000 or less inclusive of all option and extension years.
- Selection Process for everyone else with a total contract value of \$100,000 or less inclusive of all option and extension years.
- This contract requires prevailing wage compliance and registration with Department of Industrial Relations. If this box is checked, attach proof of DIR registration.

Briefly summarize the procurement process that was used, the number of bids received, and the basis for recommending this vendor for contract award:

(4)

HISTORY:

Has the department retained the same contractor for similar services in last 5 years?

- No. If no, no further information required.
- Yes. If yes, please complete the following section.

Term of Agreement: NA

Contract Amount: \$ NA

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
ALLIED POWER GROUP**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Allied Power Group, LLC, a Delaware Limited Liability 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 Services Between the City of Santa Clara and Allied Power Group, dated June 25, 2021(Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide services to overhaul and repair Frame 5 engine and related equipment at Gianara Power Plant, and the Parties now wish to amend the Agreement to increase maximum compensation due to the need for additional services identified during the overhaul.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "FEE SCHEDULE AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is four million five hundred thousand dollars (\$4,500,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Exhibit B of the Agreement, entitled "Fee Schedule and Payment Provisions" shall be amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.
3. 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. 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:

Luis M. Haro

Digitally signed by Luis M. Haro
Date: 2021.08.19 14:11:16
-07'00'

BRIAN DOYLE
City Attorney

Dated: 8/19/21

[Signature]

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

"CITY"

ALLIED POWER GROUP, LLC
A Delaware Corporation

Dated: August 13, 2021

By (Signature): *[Signature]*

Name: Justin D'Appolonia

Title: Chief Administrative Officer

Principal Place of Business Address: 10131 Mills Road
Houston, TX 77070

Email Address: jdappolonia@alliedpg.com

Telephone: (412) 979- 4363

Fax: ()

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Amendments\Amendment No. 1 - Form.doc

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND ALLIED POWER GROUP
FIRST REVISED EXHIBIT B – FEE SCHEDULE AND PAYMENT PROVISIONS –
AMENDED AUGUST 9, 2021**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount of compensation to be paid to Contractor under this Agreement shall not exceed four million five hundred thousand dollars (\$4,500,000).
- 1.2. Any work or materials requested by the City that exceeds the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.

2. PRICE AND PAYMENT

- 2.1. In the event that site conditions result in increased costs, Contractor shall follow the Work Authorization process outlined in Exhibit A – Section 8.
- 2.2. All pricing uses the terms and rates in this Agreement and are quoted in USD (United States Dollars) unless otherwise specified in writing.
- 2.3. Pricing based on scope of work in Exhibit A is as outlined below:

Item	Scope	Cost
A	Firm-Fixed Work scope – SECTION 1	
1	Frame 5 Major inspection (Firm Fixed for the quoted scope of work)	\$1,592,800.00
B	Additional Services:	
	Additional Services are subject to the provisions of Section 5 of Exhibit A and shall not exceed unless an amendment to this agreement is executed by the Parties.	\$2,907,200.00
	NOT TO EXCEED MAXIMUM COMPENSATION FOR ALL WORK INCLUDING PARTS, MATERIALS, SALES TAX, FREIGHT, SUBCONTRACTED SERVICES, AND LABOR	\$4,500,000.00

3. LABOR RATES:

- 3.1. For services not included in the Firm Fixed Scope of work, Time and Materials rates apply, Contractor shall quote using the process in Section 8 of Exhibit A and invoice based on the following hourly rates:

3.1.1. Hours during single daily shift – ten (10) hours per day

JOB CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Technical Advisor/ PM	\$190.00	\$240.00	\$240.00
Safety Coordinator	\$135.00	\$170.00	\$170.00
Millwright Supervisor	\$160.00	\$220.00	\$220.00
Millwright Foreman	\$150.00	\$210.00	\$210.00
Millwright Journeyman	\$128.00	\$168.00	\$207.00
Specialty Technician	\$200.00	\$250.00	\$250.00

3.1.2. Hours outside of single daily shift – in excess (10) hours per day

JOB CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Technical Advisor/ PM	\$192.00	\$242.00	\$242.00
Safety Coordinator	\$137.00	\$172.00	\$172.00
Millwright Supervisor	\$162.00	\$222.00	\$222.00
Millwright Foreman	\$152.00	\$212.00	\$212.00
Millwright Journeyman	\$130.00	\$170.00	\$209.00
Specialty Technician	\$203.00	\$253.00	\$252.00

3.2. Definitions:

3.2.1. Straight time shall be eight (8) hours per day, Monday through Friday except on federal holidays.

3.2.2. Hours in excess of eight (8) hours Monday through Friday and all hours on Saturday shall be billed at Overtime rates.

3.2.3. Hours on Sundays and Federal holidays shall be billed at double time rates. Holidays are defined as: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

3.3. Minimum billable hours are eight (8) hours per day except holidays

3.4. Standby Time: If Contractor staff is required to be available for call-in on weekends or holidays, Contractor may invoice at straight time.

3.5. Travel

3.5.1. Contractor may quote and invoice Per Diem as further defined in Section 5 of this Exhibit B for non-local resources every day that a contractor employee is assigned to the City, including travel until individual is released from the job site (demobilized).

3.5.2. Contractor may invoice travel time based on straight time for all non-local resources when services are provided at SVP's location.

4. EQUIPMENT:

4.1. Equipment shall be quoted and invoiced based on the below table:

EQUIPMENT	DAILY	CONSUMABLES	FREIGHT
Major Set (Steam/Gas) HGP	\$1,500	\$250/day	Cost +15%
Tool Set	\$1,000	\$200/day	
CI Tool Set/Minor Generator	\$ 750	\$150/day	
Tool Set	\$1,000	\$250/day	
Company Truck	\$ 250	Fuel cost +15%	

4.2. Tool rental charges start when the tools are off loaded at site and apply until tools are shipped from site.

5. REIMBURSABLE EXPENSES

5.1. If included in a quote, Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

5.2. 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 required services and are not included in a fixed cost for such services.

5.3. The following expenses shall be reimbursable by the City.

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

5.3.2. 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>

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

5.3.4. The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.

5.3.5. The cost of mailing, shipping and/or delivery of any documents or materials on behalf of the City.

5.3.6. Any other expenses expressly identified as being reimbursable.

5.3.7. Contractor shall quote and invoice mileage based on the current IRS rate.

5.4. Except as specified above, the City will reimburse these expenses at actual cost plus 15%.

6. INVOICING

6.1. Contractor shall submit an invoice to the City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

6.2. City shall pay Contractor for Additional Services in accordance with approved quotes and the rates listed in this Exhibit B-1.

6.3. Each invoice shall include the task costs for the previous month.

6.4. The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

6.5. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.

6.6. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll using LCP Tracker or such other system as defined by City, City shall process the invoice for payment.