

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
UNIQUE SCAFFOLD**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Unique Scaffold, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Ernie and Sons Scaffolding Services, doing business as Unique Scaffold," dated October 1, 2021 (Agreement) for the purpose of having Contractor provide as-needed scaffolding services;
- B. On March 17, 2023, the Parties executed a Consent to Assignment Agreement by and between the City of Santa Clara, California and Ernie and Sons Scaffolding Services (Ernie and Sons) and Unique Scaffold consenting to the assignment of all rights, obligations and interest in the Agreement from Ernie and Sons to Unique Scaffold;
- C. The Agreement was previously amended by Amendment No. 1, dated February 26, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- D. The Parties now wish to amend the Agreement as Amended to increase the maximum compensation and update the rate schedule.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

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

"In consideration for Contractor's complete performance of Services, City shall pay Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement

is one million dollars (\$1,000,000), 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 including any taxes. All Services performed or supplies, materials and equipment 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-1 - RATE SCHEDULE, shall be amended and replaced with the attached Exhibit B-1 RATE SCHEDULE AMENDED OCTOBER 15, 2024, which is hereby incorporated into the Agreement as Amended by reference.
3. 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 as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

[SIGNATURES ON FOLLOWING PAGE]

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:

10/18/2024

Daniel Ballin

Daniel Ballin (Oct 17, 2024 13:09 PDT)

**GLEN R. GOOGINS**  
City Attorney



**JÖVAN D. GROGAN**  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**UNIQUE SCAFFOLD**  
a California corporation

Dated: 10/17/2024

By (Signature): John Soto

Name: JOHN SOTO

Title: Chief Executive Officer

Principal Place of Business Address: 2501 Annalisa Drive  
Concord, CA 94520

Email Address: john@uniquescaffold.us

Telephone: (925) 446-4442

“CONTRACTOR”

**EXHIBIT B-1  
RATE SCHEDULE –  
AMENDED OCTOBER 15, 2024**

<b>Fiscal Terms for Foreman, Journeyman and Apprentice Classification Rates</b>	<b>Straight Time Rate</b>	<b>Overtime Rate</b>	<b>Double Time Rate</b>	<b>Drive Time</b>
July 1, 2021 - June 30, 2022	\$109.66	\$140.84	\$173.87	\$109.66
July 1, 2022 - June 30, 2023	\$113.74	\$145.73	\$180.10	\$113.74
July 1, 2023 – June 30, 2024	\$119.25	\$153.00	\$189.00	\$ 80.00
July 1, 2024 – June 30, 2025	\$125.00	\$160.25	\$198.00	\$ 85.00
July 1, 2025 – June 30, 2026	\$131.00	\$168.00	\$207.75	\$ 90.00

1. Scaffolding Training Services – shall be charged as a lump sum fee of \$3,400 for up to 20 SVP employees. Training fee shall include one PowerPoint presentation (training session), test and certificates for all employees that complete the training, including the associated administrative time associated with the site-specific class and certificate preparation.
2. Consumables. Consumables such as wire, nails, toe-board, and small tools are included in the pricing in this Exhibit. Other consumables, such as full sheets of plywood, safety netting, I-beams or any other items uncommonly used for day-to-day scaffold use will be invoiced at cost plus 15%.
3. Scaffold material rental for 28 days is included in Contractor's hourly rates. After 28 days scaffold material shall be charged to City at the following rates.
  - 3.1. July 1, 2023 – June 30, 2024: \$0.10 per-piece, per-day, plus tax.
  - 3.2. July 1, 2024 – June 30, 2025: \$0.11 per-piece, per-day, plus tax.
  - 3.3. July 1, 2025 – June 30, 2026: \$0.12 per-piece, per-day, plus tax.
  - 3.4. Rental fees will stop once City notifies Contractor that the scaffold material is no longer needed.
4. Shrink wrap material/accessories that are used per-request will be invoiced per (½ roll and or full roll) 12mil 30' x 100'.
  - 4.1. July 1, 2023 – June 30, 2024: Shrink Wrap Cost: \$710.00 per full roll, plus tax. \$355.00 per half roll, plus tax.

- 4.2. July 1, 2024 – June 30, 2025: Shrink Wrap Cost: \$720.00 per full roll, plus tax. \$360.00 per half roll, plus tax.
- 4.3. July 1, 2025 – June 30, 2026: Shrink Wrap Cost: \$730.00 per full roll and \$365.00 per half roll, plus tax.
5. Daily use of Flatbed and Pickup Truck will be invoiced as follows:
  - 5.1. July 1, 2023 – June 30, 2024:
    - 5.1.1. Pickup \$70.00 plus \$0.50 per mile.
    - 5.1.2. Flatbed \$90.00 plus \$1.00 per mile.
  - 5.2. July 1, 2024 – June 30, 2025:
    - 5.2.1. Pickup \$80.00 plus \$0.50 per mile.
    - 5.2.2. Flatbed \$100.00 plus \$1.00 per mile.
  - 5.3. July 1, 2025 – June 30, 2026:
    - 5.3.1. Pickup \$90.00 plus \$0.50 per mile.
    - 5.3.2. Flatbed \$110.00 plus \$1.00 per mile.
6. Drive Time. Driver drive time (Round Trip) will only apply to the employee assigned by Contractor to drive company truck to and from job site to deliver or pick any scaffold materials.
  - 6.1. Driver - \$80.00 per hour, July 1, 2023 – June 30, 2024
  - 6.2. Driver - \$85.00 per hour, July 1, 2024 – June 30, 2025
  - 6.3. Driver - \$90.00 per hour, July 1, 2025 – June 30, 2026