



**AMENDMENT NO. 1**  
**TO THE MAINTENANCE SERVICES AGREEMENT**  
**BETWEEN THE CITY OF MILPITAS AND**  
**ODYSSEY POWER CORPORATION**  
**FOR**  
**PREVENATIVE GENERATOR MAINTENANCE**

This Amendment No. 1 is entered into as of \_\_\_\_\_, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **Odyssey Power Corporation**, a California corporation (hereafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 1.

**RECITALS**

WHEREAS, on October 2, 2019, the Parties entered into a Maintenance Services Agreement for Preventative Generator Maintenance (the "Agreement") for the maximum amount of \$341,182.00, and with a term period of October 2, 2019, to October 1, 2024; and

WHEREAS, the Parties now desire to amend the Agreement by amending Section 3.3.1 Compensation, Exhibit "A" - Scope of Work, and Exhibit C, Compensation, accordingly due to a reduction in the scope of work and reduction in compensation of \$248,564.00.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. The second sentence of Section 3.3.1 Compensation, is hereby amended to read as follows:

"The total compensation shall not exceed **Ninety-Two Thousand Six Hundred Eighteen Dollars and Zero Dollars (\$92,618.00)** without written approval of City's Project Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

2. Exhibit A, entitled Scope of Work, is hereby deleted in its entirety and replaced with **Exhibit "A-1" - Scope of Work (Revised)**, attached hereto and incorporated herein.
3. Exhibit C, entitled Compensation, is hereby deleted in its entirety and replaced with **Exhibit "C-1" - Compensation (Revised)**, attached hereto and incorporated herein.
4. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

**CITY OF MILPITAS**

*Approved By:*

\_\_\_\_\_  
Steven G. McHarris, City Manager

\_\_\_\_\_  
Date

*Approved As To Form:*

\_\_\_\_\_  
Christopher J. Diaz, City Attorney

*Approved:*

\_\_\_\_\_  
Walter C. Rossmann, Risk  
Manager/Director of Finance

*Approved:*

\_\_\_\_\_  
Tony Ndah  
Director of Public Works

**ODYSSEY POWER CORPORATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
DIR Registration Number (If  
Applicable)

**EXHIBIT "A-1"**

**SCOPE OF WORK (REVISED)**

**1.01 Locations and Equipment Listing**

Preventive maintenance on pump station generators shall be performed at the following locations:

<b>Location</b>	<b>Address</b>	<b>Model</b>	<b>Amperage</b>	<b>Serial</b>
Ayer Water Pump Station	1429 East Calaveras Boulevard	Caterpillar 3412	1,000 kW	81Z16092
Bellew Storm Pump Station	481 Murphy Ranch Road	Caterpillar C18	600 kW	G7A02261
City Hall	455 East Calaveras Boulevard	Cummins 300 DQAF/ 5006412	300 kW	A020323428
Fire Station 1	777 South Main Street	Detroit Diesel/ 100DSJ	100 kW	660956
Fire Station 2	1263 Yosemite Drive	Electro Motion	25 kW	3700079CR3A003
Fire Station 3	45 Midwick Drive	Electro Motion	25 kW	3700078CR3A003
Fire Station 4	775 Barber Lane	Caterpillar D25	25 kW	KGBE01386
Gibraltar Water Pump Station	641 Gibraltar Court	Caterpillar 3516	2,500 kW	SBK00868
Main Lift Sewage Pump Station	1425 North McCarthy Boulevard	Caterpillar 3508	1,000 kW	4GM00337
Manor Storm Pump Station	349 Marylinn Drive	Caterpillar 3306	230 kW	6YR02965
Public Works/Police Department	1265 North Milpitas Boulevard	Caterpillar 3412	600 kW	81Z10567
Sports Center	1325 E Calaveras Boulevard	Caterpillar C13 GS	350 kW	TP22939585
Wrigley Ford Storm Pump Station	75 Marylinn Drive	Caterpillar 3406B	400 kW	1JJ00574

**1.2 Scope of Services**

A. General

1. Regular scheduled load bank testing shall be in accordance with the manufacturer's written prescribed maintenance.
  2. All regular scheduled service shall be performed during normal business hours between 8:00 AM and 5:00 PM. A minimum notification of 48-hours for regular scheduled service shall be given to the Public Works Maintenance Manager for Utilities or Public Works Maintenance Manager for Facilities.
  3. The Contractor shall provide all tools, equipment, and testing devices necessary to perform service on all generator sets included in this contract.
  4. Public Works Maintenance personnel will be on site at each load bank test.
- B. Service Personnel
1. All technicians dispatched by the Contractor to perform regular scheduled load bank testing shall be certified to perform the tests on various manufacturers' generator sets included in this contract.
  2. The Contractor shall not dispatch any personnel to provide load bank testing that are not fully certified to provide testing service on the various manufacturers of generator sets included in this contract.
  3. The Contractor personnel shall wear identifiable uniforms at all times on City of Milpitas property. The Contractor personnel shall provide picture identification upon request at any time while on City property.
- C. Load Bank Testing
1. The Contractors shall provide one (1) load bank testing annually at each of the locations listed under Section 1.03 – Locations and Equipment Listing.
  2. Load Bank Test
    - i. The Contractor shall provide load bank testing to ensure the proper operation of the generators. A load bank test shall include the connection of a portable resistive load bank. The load will be varied in steps for a two (2) hour duration.
    - ii. The Contractor shall start engine and load with Contractor supplied resistive load bank. The Contractor shall run under load for at least two (2) hours:
      - a. ½ hour at 25% load
      - b. ½ hour at 50% load
      - c. ½ hour at 75% load
      - d. ½ hour at 100% load
  3. The Contractor shall provide the City with a copy of load bank test results upon completion of the Annual Maintenance.

Exhibit "C-1"

Compensation (REVISED)

Load Bank Testing Only

Location	KW Size	Year 1	Year 2	Year 3	Year 4	Year 5
Ayer Pump	1000	\$ 2,182.00	\$ 2,182.00	\$ 2,182.00	\$ 2,334.00	\$ 2,334.00
Bellew Pump	600	\$ 1,297.00	\$ 1,297.00	\$ 1,297.00	\$ 1,388.00	\$ 1,388.00
City Hall	300	\$ 863.00	\$ 863.00	\$ 863.00	\$ 923.00	\$ 923.00
Fire St 1	100	\$ 748.00	\$ 748.00	\$ 748.00	\$ 800.00	\$ 800.00
Fire St 2	25	\$ 705.00	\$ 705.00	\$ 705.00	\$ 754.00	\$ 754.00
Fire St 3	25	\$ 705.00	\$ 705.00	\$ 705.00	\$ 754.00	\$ 754.00
Fire St 4	25	\$ 705.00	\$ 705.00	\$ 705.00	\$ 754.00	\$ 754.00
Gibraltar Pump	2500	\$ 4,205.00	\$ 4,205.00	\$ 4,205.00	\$ 4,499.00	\$ 4,499.00
Main Lift Pump	1000	\$ 2,182.00	\$ 2,182.00	\$ 2,182.00	\$ 2,335.00	\$ 2,335.00
Manor Pump	230	\$ 1,085.00	\$ 1,085.00	\$ 1,085.00	\$ 1,161.00	\$ 1,161.00
Public Works/PD	600	\$ 1,297.00	\$ 1,297.00	\$ 1,297.00	\$ 1,388.00	\$ 1,388.00
Sports Center	350	\$ 863.00	\$ 863.00	\$ 863.00	\$ 923.00	\$ 923.00
Wrigley Pump	400	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	\$ 1,266.00	\$ 1,266.00
<b>Total</b>		<b>\$18,020.00</b>	<b>\$18,020.00</b>	<b>\$18,020.00</b>	<b>\$19,279.00</b>	<b>\$19,279.00</b>