

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Amendment #: 3049.1

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND SAN JOSE BOILER WORKS

THIS FIRST AMENDMENT is made and entered into this 10/29/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and SAN JOSE BOILER WORKS, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 3. COMPENSATION AND PAYMENT of Agreement No. 3049, ("Agreement"), Section 3. COMPENSATION AND PAYMENT [amendment to section] to read as follows"

"In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A." Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the discretion to approve the invoice and the work competed statement. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed \$10,000.00 unless mutually agreed upon in writing by the CITY and FIRST PARTY."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 3049 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

DocuSigned by:
Steve Ocampo
C6F4F61FA67D474...
Signature

10/27/2020
Date

Steve Ocampo
Printed name

President
Title

Tax ID
Tax ID#

APPROVED AS TO FORM:

DocuSigned by:
Cara E. Silver
CD6C53C794F6491
Cara E. Silver, Interim City Attorney

10/28/2020
Date

FOR CITY OF MENLO PARK:

DocuSigned by:
Sean Reinhart
45C048B9664E4B5...
Sean Reinhart, Library and Community Services Director

10/29/2020
Date

ATTEST:

DocuSigned by:
Judi A. Herren
39280A20D0BE491...
Judi A. Herren, City Clerk

10/29/2020
Date



1585 Schallenberger Rd.
San Jose, CA 95131

Tel. (408) 295-5235
Fax. (408)-295-6365
www.sanjoseboiler.com
sales@sanjoseboiler.com
License # 307847

CUSTOMER QUOTATION NO. 7675

City Of Menlo Park
Attn: Julio Martell
333 Burgess Dr.
Menlo Park CA 94025

Site: Belle Haven
Site Address: Attn: Gary Olson
Belle Haven
100 Terminal
Menlo Park CA
Site Contact: Gary
Salesperson: Lorie Swartz
Phone: 6507405703
Created Date: 10/13/2020
Valid For: 30 Day(s)

Description

We are pleased to provide this quotation to Install a new booster pump for your pool boiler.

First we will need to take apart the pump and install customer requested American seal.

Part #	Item	Quantity	Unit Price	Total
	Vehicle Overhead and Expenses Charge	1.00	\$39.00	\$39.00
2B 1050 AB LV1/2	Armstrong Boiler Pump kit 3/4hp 4-1/2" imp 110108MF-717	1.00	\$935.90	\$935.90
	American Seal	1.00	\$50.00	\$50.00
	Standard Labor Rate			\$1,350.00
			Sub-Total ex Tax	\$2,374.90
			Tax	\$91.20
			Total inc Tax	\$2,466.10

Thank you.

Total \$2,466.10
Incl. Tax of \$91.20

Note: Labor Charges are portal to portal.

Notes: Prices are good for 30 days from the date of this quotation. Beyond that, please call to confirm pricing. Prices do not include installation of equipment, unless otherwise noted. Prices do not include sales tax, unless otherwise noted. If there is any suspicion of asbestos in the area in which we will be working, it must be abated by a certified abatement company before we begin any work. SJBW does not provide pipe and or tank insulating services as part of our installations or repair work. However we can offer a number of companies that perform this type of work in order to save the end user (customer) money and avoid the unnecessary sub contract mark up. Please feel free to contact our office for a list of insulating contractors. Any required permits are not included and are the responsibility of others, unless stated otherwise in this quotation. Payment terms: Net 30 days on approved credit. First-time and large dollar amounts will require 50% or 100% payment prior to release of order, per factory standard policy. If there will be contract documentation, notarization, clearance or other administrative requirements for any quotations, additional fees will be added to the final invoice. The labor portion of quotation is based on our standard current labor rates. If prevailing wage or certified payroll is required, it may be necessary to revise this quotation depending on the trade classification and or scope of the proposed work and location. For copper pipe installation and repairs, SJBW standard is press connection in lieu of solder wherever appropriate and applicable. If solder joining is requested or required, revisions to the quotation may be needed. Labor charges are portal to portal.



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CUSTOMER QUOTATION NO. 7676

City Of Menlo Park
Attn: Julio Martell
333 Burgess Dr.
Menlo Park CA 94025

Site: Belle Haven
Site Address: Attn: Gary Olson
Belle Haven
100 Terminal
Menlo Park CA
Site Contact: Gary
Salesperson: Lorie Swartz
Phone: 6507405703
Created Date: 10/13/2020
Valid For: 30 Day(s)

Description

We are pleased to provide this quotation to perform the following the annual maintenance on your RBI Boiler Model #DW1950

Part #	Item	Quantity	Unit Price	Total
	Vehicle Overhead and Expenses Charge	1.00	\$39.00	\$39.00
21-2011	RBI Dominator Burner Gasket 21-2011 (10pk)	1.00	\$13.23	\$13.23
16-0327	Rbi Dominator 16-0327 Ignitor	1.00	\$83.60	\$83.60
	Combustion Analyzer	1.00	\$100.00	\$100.00
	Standard Labor Rate			\$3,600.00
Sub-Total ex Tax				\$3,835.83
Tax				\$8.96
Total inc Tax				\$3,844.79

Thank you.

Total \$3,844.79
Incl. Tax of \$8.96

Note: Labor Charges are portal to portal.

Notes: Prices are good for 30 days from the date of this quotation. Beyond that, please call to confirm pricing. Prices do not include installation of equipment, unless otherwise noted. Prices do not include sales tax, unless otherwise noted. If there is any suspicion of asbestos in the area in which we will be working, it must be abated by a certified abatement company before we begin any work. SJBW does not provide pipe and or tank insulating services as part of our installations or repair work. However we can offer a number of companies that perform this type of work in order to save the end user (customer) money and avoid the unnecessary sub contract mark up. Please feel free to contact our office for a list of insulating contractors. Any required permits are not included and are the responsibility of others, unless stated otherwise in this quotation. Payment terms: Net 30 days on approved credit. First-time and large dollar amounts will require 50% or 100% payment prior to release of order, per factory standard policy. If there will be contract documentation, notarization, clearance or other administrative requirements for any quotations, additional fees will be added to the final invoice. The labor portion of quotation is based on our standard current labor rates. If prevailing wage or certified payroll is required, it may be necessary to revise this quotation depending on the trade classification and or scope of the proposed work and location. For copper pipe installation and repairs, SJBW standard is press connection in lieu of solder wherever appropriate and applicable. If solder joining is requested or required, revisions to the quotation may be needed. Labor charges are portal to portal.