

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE  
AND POWERGEN INC.**

**SECOND AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **POWERGEN INC.** ("Consultant") this \_\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, City and Consultant have previously executed a Consultant Services Contract for generator maintenance and repair services project dated September 21, 2023; and

**WHEREAS**, the original contract was in the amount of \$55,116.48 with an expiration date of August 1, 2024;

**WHEREAS**, A request for bid was conducted, PowerGen, Inc. provided the lowest bid; and

**WHEREAS**, on August 27, 2024, First Amendment was executed to amend Section 1. Scope of Services and Section 4. And Exhibit "C" both entitled "Compensation" for an amount of \$21,705.46.; and

**WHEREAS**, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

**WHEREAS**, the Second Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

**NOW, THEREFORE**, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

**"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled SECOND AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."**

Section 2 is hereby amended to add the following:

**"Section 2. Term of Contract. The term of the Contract shall be extended to December 31, 2026"**

Section 4 is hereby amended to read:

**"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of Seventy Three Thousand Two Hundred Thirty Four Dollars and Eighty Cents (\$73,234.80) for a cumulative total of One Hundred Fifty Thousand Fifty Six and Seventy Four Cents (\$150,056.74) professional services.**

All other terms and conditions of the Contract dated September 21,2023, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Consultant Services Contract the day and year first hereinabove written.

**CITY OF WATSONVILLE**

**POWERGEN, INC.**

By \_\_\_\_\_  
Tamara Vides, City Manager

Signed by:  
By Nick Haselika  
Nick Haselika, Principal

ATTEST:

By \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha W. Zutler, City Attorney

**EXHIBIT "1"**

**SECOND AMENDMENT TO SCOPE OF SERVICES**

The scope of services is as follows:

<b>Item No.</b>	<b>Description</b>	<b>Est. Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
1	Annual Service (all locations)	26	Service	\$ 1,559.82	\$40,555.32
2	Load Test	26	Test	\$ 854.98	\$22,229.48
3	On-call service during normal hours	40	Hours	\$190.00	\$7,600.00
4	On-call service after business hours	10	Hours	\$285.00	\$2,850.00
<b>TOTAL</b>					<b>\$73,234.80</b>