

THIS PRINT COVERS CALENDAR ITEM NO.: 10.6

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transit

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Amendment No. 1 to SFMTA Contract No. 2022-14 with Kiepe Electric, LLC., for post-warranty on-site support, training, and mentoring for the maintenance of the Contractor-manufactured propulsion system, associated components, and software installed on SFMTA electric trolley buses, increasing the contract amount by a maximum of \$985,158, for a total amount not to exceed \$1,820,848, and extending the Agreement term up to an additional three years through February 2028.

SUMMARY:

- In February 2022, the SFMTA executed Contract No. 2022-14 (Contract) with Kiepe Electric, LLC (Kiepe), for post-warranty on-site support, training, and mentoring for the maintenance of the Contractor-manufactured propulsion system, associated components, and software. The Contract's initial term was three years, totaling \$835,690.
- The Contract was a sole source award to Kiepe due to the proprietary nature of the services rendered. The SFMTA is seeking to continue to obtain these services from Kiepe due to the company's specialized knowledge, expertise, and proprietary documentation required for maintaining our trolley buses.
- The contract expired on February 22, 2025, and the SFMTA will be obtaining the approval of the City Attorney's Office to retroactively amend the contract.
- This Amendment would increase the contract by a maximum amount of \$985,158, which includes a one-year extension of the agreement with Kiepe, and options to extend for an additional two years. The total maximum contract price would become \$1,820,848, which would cover six years of services through February 22, 2028.

ENCLOSURES:

1. SFMTAB Resolution
2. Amendment 1 to SFMTA-2022-14

APPROVALS:

	DATE
DIRECTOR 	<u>May 1, 2025</u>
SECRETARY 	<u>April 30, 2025</u>

ASSIGNED SFMTAB CALENDAR DATE: May 6, 2025

PURPOSE

To authorize the Director of Transportation to execute Amendment 1 to SFMTA Contract No. 2022-14 with Kiepe Electric, LLC., for post-warranty on-site support, training, and mentoring for the maintenance of the Contractor-manufactured propulsion system, associated components, and software, increasing the contract amount by a maximum of \$985,158, for a total amount not to exceed \$1,820,848, and extending the Agreement term up to an additional three years through February 2028.

STRATEGIC GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item supports the following SFMTA Strategic Goals:

Goal 4: Make streets safer for everyone.

Goal 5: Deliver reliable and equitable transportation services.

Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking, and bicycling.

Goal 9: Fix things before they break, and modernize systems and infrastructure.

This item also supports the following Transit First Policy Principles:

- Principle 1: To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
- Principle 2: Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.

DESCRIPTION

Background

The SFMTA entered into Contract No. 2022-14 with Kiepe Electric LLC (Kiepe) for \$835,690, effective February 22, 2022, through February 22, 2025. The agreement provided three years post warranty on-site support, training, and mentoring for the maintenance of the Contractor-manufactured propulsion system, associated components, and software (Equipment) installed in SFMTA-owned and -operated New Flyer 60-foot electric trolley buses (XT60) and 40-foot electric trolley buses (XT40).

The Contract was a sole source award to Kiepe due to the proprietary nature of the services rendered. The sole source contract was needed to access the specialized knowledge, expertise, and documentation for the maintenance of our New Flyer trolley buses that is possessed solely by Kiepe. The existing on-site service agreement allowed the SFMTA to maintain a higher standard of reliability, to reduce road calls and failures, and to ease the pressure on our maintenance staff to keep up with the difficult diagnostics and repairs that these specialized buses require.

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The SFMTA now recommends a one-year extension of the on-site support service agreement with Kiepe, with an option to extend for an additional two years, potentially resulting in a three-year contract extension expiring at the end of February 2028.

The proposed extension will enable the SFMTA to:

- Maintain high reliability standards for the trolley bus fleet.
- Reduce road calls, operational failures, and downtime.
- Alleviate the burden on our maintenance staff by addressing the complex diagnostics and repairs required by these specialized vehicles.
- Provide “train-the-trainer” and hands-on training for maintenance personnel.
- Address potential issues that may arise during the long-term storage of the 60-ft trolley buses.

Without this continued support, the maintenance team will face significant challenges in sustaining the performance and reliability of the fleet.

The maximum cost for the three-year extension is \$985,158. When combined with the original contract value, the total maximum cost for six years of on-site support will amount to \$1,820,848. This amount covers on-site services from a Kiepe specialist, along with training and mentoring for maintenance personnel to ensure long-term operational effectiveness.

After the contract expired on February 22, 2025, the SFMTA determined that an extension would be the best course of action to provide uninterrupted service. We will be obtaining City Attorney’s Office approval to retroactively amend the contract. Funds are available to be allocated upon approval of this contract modification.

STAKEHOLDER ENGAGEMENT

Within the SFMTA, Fleet Engineering staff worked with Trolley Maintenance technicians, mechanics, superintendents, and parts storekeepers to pursue this contract amendment. The SFMTA also reached out to partner agencies that operate trolley buses to determine the best path forward for continuous success and reliability of our trolley fleet.

ALTERNATIVES CONSIDERED

The alternative to extending this contract would be to hire additional maintenance personnel at a higher cost while still retaining Kiepe to train maintenance personnel to troubleshoot and maintain the Kiepe propulsion system. However, this approach has limitations, as the software aspect of the system is proprietary, requiring Kiepe’s assistance. This would result in increased maintenance costs and additional effort to maintain the Kiepe propulsion system.

In view of the above, SFMTA recommendation is to extend the service agreement in Contract No. SFMTA-2022-14.

FUNDING IMPACT

Funding for this project will be provided through Maintenance's operating budget.

ENVIRONMENTAL REVIEW

On March 28, 2025 the SFMTA, under authority delegated by the Planning Department, determined that the proposed First Amendment to SFMTA Contract No. 2022-14 is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Contract Compliance Office has waived the Local Business Enterprise goal for this project due to the specialized nature of the work and lack of subcontracting opportunities.

The Director of Transportation has reviewed the justification for extension as a sole source award of additional work to Kiepe.

The City Attorney's Office has reviewed this calendar item and is reviewing the request for a retroactive amendment.

RECOMMENDATION

Staff recommends the SFMTA Board of Directors authorize the Director of Transportation to execute Amendment 1 to SFMTA Contract No. 2022-14 with Kiepe Electric, LLC., for post-warranty on-site support, training, and mentoring for the maintenance of the Contractor-manufactured propulsion system, associated components, and software, increasing the contract amount by a maximum of \$985,158, for a total amount not to exceed \$1,820,848, and extending the Agreement term up to an additional three years through February 2028.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, In 2022, the SFMTA executed Contract No. 2022-14 (Contract) with Kiepe Electric, LLC (Kiepe), for post-warranty on-site support, training, and mentoring for the maintenance of the Contractor-manufactured propulsion system, associated components, and software; the Contract's initial term was three years, totaling \$835,690; and

WHEREAS, The Contract was a sole source agreement with Kiepe due to the proprietary nature of the services rendered; and

WHEREAS, SFMTA is seeking approval to continue these services from Kiepe due to the specialized knowledge, expertise, and proprietary documentation required for maintaining our trolley buses, which are exclusively held by Kiepe; and

WHEREAS, This Amendment would increase the contract amount by a maximum of \$985,158, which includes a one-year extension of the on-site support service agreement with Kiepe and an option to extend for an additional two years, for a total maximum price of \$1,820,848, which will cover vendor services through the final year of the extension on February 22, 2028; and

WHEREAS, The contract expired on February 22, 2025 and the SFMTA is obtaining approval of the City Attorney's Office to retroactively amend the contract; and

WHEREAS, Funding for this project will be provided through SFMTA Maintenance operating budget; and

WHEREAS, On March 28, 2025 the SFMTA, under authority delegated by the Planning Department, determined the First Amendment to SFMTA Contract No. 2022-14 is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; now, therefore, be it

WHEREAS, The Contract Compliance Office (CCO) reviewed the RFP for this Project; due to the specialized nature of the work and lack of subcontracting opportunities, CCO waived the LBE goal; and

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute Amendment 1 to SFMTA Contract No. 2022-14 with Kiepe Electric, LLC., for post-warranty on-site support, training, and mentoring for the maintenance of the

Contractor-manufactured propulsion system, associated components, and software, increasing the contract amount by a maximum of \$985,158, for a total amount not to exceed \$1,820,848, and extending the Agreement term up to an additional three years through February 2028.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 6, 2025.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

First Amendment

Contract No. SFMTA-2022-14

THIS FIRST AMENDMENT (Amendment) is made as of _____, in San Francisco, California, by and between **Kiepe Electric LLC** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. City and Contractor have entered into the Agreement (as defined below).
- B. The term of the Agreement expired as of February 22, 2025.
- C. City and Contractor, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date.
- D. City and Contractor desire to memorialize their continued contractual relationship by entering into this First Amendment extending the same terms and conditions as the Agreement.
- E. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement by one year, with the option to extend the term by two additional years, until up to February 22, 2028; increase the contract amount by a maximum of \$985,158 for a modified maximum contract amount of \$1,820,848, to compensate Contractor for the additional services it will provide during the term of the Agreement; revise Appendix B reflect the increase in the contract amount; and update standard contractual clauses.
- F. Any expenditures by Contractor prior to execution of this Agreement were made at Contractor's risk and shall not be reimbursed unless the City, in its sole reasonable discretion, determines that those expenditures are eligible expenses under this Agreement.
- G. Contractor was selected pursuant to San Francisco Administrative Code Section 21.5 pursuant to Waiver No. 10566 granted by the City's Contract Monitoring Division.
- H. The SFMTA has determined that this Amendment satisfies the requirements of Administrative Code section 21.5(b).
- I. This is a contract for Services and the Local Business Enterprise (LBE) subcontracting participation requirement for the Services has been waived pursuant to waiver [CMD14BXXXXXX], and this Amendment is consistent with that waiver.

J. Approval for this Amendment was obtained when the City’s Civil Service Commission approved Contract number DHRPSC0003104 v 2.0 on April 21, 2025, for 76 months.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated February 22, 2022, between Contractor and City, as amended by the:

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 **Article 2: Term of the Agreement.** Article 2 of the Agreement currently reads as follows:

2.1 Term. The term of this Agreement shall commence on the Effective Date and expire three years from the Effective Date, unless earlier terminated as otherwise provided herein.

2.2 No Automatic Renewal. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this

Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar “evergreen” provision shall be deemed null and void ab initio; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City and Contractor. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

Article 2 is amended to read as follows:

2.1 Term. The term of this Agreement shall commence on the Effective Date and expire four years from the Effective Date, unless earlier terminated as otherwise provided herein.

2.2 Option to Renew. The SFMTA has the option to renew the Agreement for a period of two additional years. The SFMTA may exercise this option at the Director of Transportation’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement). Extensions may be for the whole or partial period provided for above.

2.3 No Automatic Renewal. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar “evergreen” provision shall be deemed null and void ab initio; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City and Contractor. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

2.2 **Section 3.3.1: Calculation of Charges.** Section 3.3.1 of the Agreement currently reads as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the SFMTA on a quarterly basis for Services completed (including goods delivered, if any) in the immediately preceding quarter, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her reasonable discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed

Eight Hundred Thirty-Five Thousand, Six Hundred Ninety Dollars (\$835,690). The breakdown of charges associated with this Agreement appears in Appendix B. As described in Appendix B, the City may withhold a portion of payment as retention until the conclusion of the Agreement if agreed to by both Parties. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

Section 3.31 is amended to read as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the SFMTA on a quarterly basis for Services completed (including goods delivered, if any) in the immediately preceding quarter, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her reasonable discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed **One Million, Eight Hundred Twenty Thousand, Eight Hundred Forty-Eight Dollars (\$1,820,848).** The breakdown of charges associated with this Agreement appears in Appendix B. As described in Appendix B, the City may withhold a portion of payment as retention until the conclusion of the Agreement if agreed to by both Parties. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 Appendix B: Calculation of Charges. Appendix B is replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1, which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is modified as follows:

3.1 Article 1: Definitions. Sections 1.4 and 1.6 are replaced in their entirety to read as follows:

1.4 “City Data” means that data as described in Article 13 of this Agreement, which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.6 “Confidential Information” means confidential City information including, but not limited to, personal-identifiable information (PII), protected health information (PHI), or individual financial information (collectively,

“Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.

3.2 **Section 4.2: Personnel.** Section 4.2 of the Agreement is replaced in its entirety to read as follows:

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

3.3 **Section 4.5: Assignment.** Section 4.5 of the Agreement is replaced in its entirety to read as follows:

4.5 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by the SFMTA by written instrument executed and approved as required under City law, the SFMTA Delegation Policy, as amended, and applicable SFMTA policies. Any purported assignment made in violation of this provision shall be null and void.

3.4 **Section 11.14: Notification of Legal Requests.** Section 11.14 of the Agreement is replaced in its entirety to read as follows:

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (Legal Requests) related to any City Data under this Agreement, and in no event later than 24 hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests,

including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

3.5 **Article 13: Data and Security.** Article 13 is replaced in its entirety to read as follows:

13.1 Nondisclosure of Private, Proprietary or Confidential Information

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry (PCI) Requirements)

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf, of the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor,

subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.5.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than 30 Days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within 10 Days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors’ environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within 5 Days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, or the most current industry standard.

13.5. Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of the City Data is the exclusive property of the City.

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Kiepe Electric LLC
_____ Julie Kirschbaum Director of Transportation	_____ Theodore R. Blumstein Vice President of Engineering
Authorized By: Municipal Transportation Agency Board of Directors	
Resolution No: _____	
Adopted: _____	City Supplier Number: 000008561
Attest: _____ Secretary to the Board	
Approved as to Form:	
David Chiu City Attorney	
By: _____ David F. Innis Deputy City Attorney	

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Appendices:

B-1: Calculation of Charges

**Appendix B-1
Calculation of Charges**

Year	Total Price Per Year	Accumulated Price
Year 1 - February 22, 2022 – February 21, 2023	\$ 267,712.00	\$ 267,712.00
Year 2 - February 22, 2023 – February 21, 2024	\$ 278,420.00	\$ 546,132.00
Year 3 - February 22, 2024 – February 21, 2025	\$ 289,557.00	\$ 835,690.00
Year 4 - February 22, 2025 – February 21, 2026	\$ 315,593.60	\$ 1,151,283.60
Year 5 - February 22, 2026 – February 21, 2027	\$ 328,217.73	\$ 1,479,501.33
Year 6 - February 22, 2027 – February 22, 2028	\$ 341,346.56	\$ 1,820,847.89

The table contains the maximum price escalation for Years 5 and 6. The actual price escalation shall not exceed the lesser of: (1) the increase in the Consumer Price Index as published by the U.S. Department of Labor, Consumer Index of Prices for the San Francisco Bay Area; or (2) 4%.

The above charges include all travel, lodging, and other expenses for Contractor’s employee(s) to reside in San Francisco for the term of the Contract. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.