

City of Emeryville

CALIFORNIA

MAINTENANCE SERVICES CONTRACT FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE MAINTENANCE SERVICES CONTRACT (“Amendment”) is effective as of 04/07/2023 by and between **THE CITY OF EMERYVILLE**, a municipal corporation, (“City”) and **DC ELECTRIC GROUP, INC.** (“Contractor”), individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Maintenance Services Contract dated December 30, 2020 (“Contract”) for the purpose of retaining the services of Contractor to provide on-call traffic signal and streetlight maintenance; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

OR

Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-1**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

The Parties desire to extend the termination date. **Section 1.5** of the Contract is hereby amended to extend the termination date to **JUNE 30, 2024**.

FOR CITY USE ONLY

Contract No.	22117E-0120-PW04	CIP No.	N/A
Resolution No.	23-19	Project No.	N/A

1.3 Total Compensation Amount

- The Parties desire to increase the Total Compensation Amount as set forth in Section 1.3.C of the Contract by **EIGHT HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$881,310.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **ONE MILLION FIVE HUNDRED FIVE THOUSAND ONE HUNDRED FORTY FIVE DOLLARS AND NO CENTS (\$1,505,145.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Maintenance Services Contract Amendment
REV 06/2020

**6. SIGNATURE PAGE TO MAINTENANCE SERVICES CONTRACT
FIRST AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
2C934D02D855407...

City Attorney

Dated:

04/07/2023

CITY OF EMERYVILLE

DocuSigned by:
Paul Buddenhagen
4D944040BF29470...

City Manager

Dated:

01/23/2023

DC ELECTRIC GROUP, INC.

DocuSigned by:
Don Caramagno
754A5FAF57DF4A0...

Don Caramagno, President *(Signature)*

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>
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January 20, 2023

Exhibit A-1

1st Amendment Contract

CIP Tasks and Extra Work

1. Greenway Trail Counter Installation/Repairs

Scope of Work:

- Furnish and install replacement parts and troubleshoot as needed to activate the system

Total Labor, Material, & Equipment... \$10,000.00

2. South Bayfront Bridge Bike/Ped Counter Installation

Scope of Work:

- Furnish and install Eco-Counter pedestrian count station on the Bayfront Bridge
- Fabricate and install enclosure and mounting system for equipment
- Make all necessary electrical connections at service pedestal and test system for proper operation

Total Labor, Material, & Equipment... \$27,500.00

3. City Hall EV Chargers Installation

Scope of Work:

- Install new conduit, pull boxes, foundations and wiring for EV chargers in City Hall parking lot
- Furnish and install (3) SEMA 30kw single handle DC Fast Chargers
- Make all necessary connections in City Hall electrical panel and test system for proper operation

Total Labor, Material, & Equipment... \$150,000.00

4. Hollis Street Camera Upgrades for Passive Pedestrian Detection

Scope of Work:

- Remove existing legacy camera systems from (8) intersections on Hollis St
- Furnish and install new Vision camera systems for all approaches at (8) intersections
- Configure cameras for passive pedestrian detection and connect to City traffic network for remote operation

Total Labor, Material, & Equipment... \$264,000.00

5. Powell @ Watergate Towers Access Rd – Paving, Conduit, and ADA Ramp

Scope of Work:

- Trench and install new conduit to replace uplifting rock-wheeled conduit and re-install TS wiring



- Install new ADA ramp, PPB post and sidewalk on SW corner
- Excavate and remove existing conduit, tree roots uplifting the pavement
- Excavate and repair existing roadway base and repave appx. 1000 sq/ft
- Install new thermos-plastic striping to match existing

Total Labor, Material, & Equipment... \$98,250.00

6. GIS Survey of Electrical Infrastructure for USA Tickets

Scope of Work:

- Locate and map all existing traffic signal and streetlight poles and pull boxes using GPS
- Map approximate pathway of underground conduits for all streetlight, traffic signal and interconnect circuits
- Compile mapping and attribute data into files compatible with City GIS system
- 29 Traffic Signals (per intersection cost = \$1,000)
- 1845 Streetlights (per SL cost = \$60.00)

Total Labor, Material, & Equipment... \$140,000.00

7. Temescal Creek Park - Light Pole Installation and Dog Park Drain Repair

Scope of Work:

- Intercept existing lighting conduit, trench approximately 200' around back side of park and install new 1" conduit
- Dig and pour 3 new pole foundations and install all necessary pull boxes, wiring, fuses etc. to connect to existing lighting circuits
- Furnish and install 3 new light poles and LED fixtures to match existing
- Dig out existing drain rock and aggregate surface and clear drain
- Install clean-out and aggregate barrier to minimize future blockage
- Re-install cleaned drain rock and aggregate surface

Total Labor, Material, & Equipment... \$64,560.00

Subtotal 'CIP Tasks and Extra Work'... \$881,310.00



8. Traffic Signals Maintenance (FY23/24):

Scope of Work:

- See Attachment A for breakdown of routine maintenance tasks/pricing sheets
- Routine Maintenance of 30 City Owned Signals \$25,599.60
- Contingency Extra Work Call-outs \$30,000.00
- Contingency Accident Repairs \$15,400.40

Subtotal 'Traffic Signals Maintenance'... \$71,000.00

9. Street Light Maintenance (FY23/24):

Scope of Work:

- See Attachment A for breakdown of routine maintenance tasks/pricing sheets
- Routine Maintenance of 1,831 Streetlights \$30,348.96
- Contingency Accident Repairs \$25,652.04

Subtotal 'Street Light Maintenance'... \$56,000.00

Grand Total ... \$881,310.00

DC Electric Group, Inc.
John Abraham
Regional Manager

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, incidentals, Toll Free Emergency Call Center, Website for on-line reporting, and overhead necessary to perform the work described in the Exhibit "A" – Scope of Work of this proposal document. The proposer affirms that in the event they are selected as the successful proposer the Contractor assures that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

A: STREETLIGHT AND SAFETY LIGHT MAINTENANCE

ROUTINE PREVENTIVE MAINTENANCE STREETLIGHT AND SAFETY LIGHT ITEMS (2021)					
	Monthly Streetlight and Safety Light Maintenance	Estimated Quantity per month	Unit	Unit Price	Total
1a	Lumec Candela and Transit Fixtures, Metal Halide	159	fixtures	\$1.88	\$298.92
1b	Lumec Candela LED	809	fixtures	\$0.94	\$760.46
2	Holophane Acorn Head Fixtures, Induction lamps	102	fixtures	\$1.88	\$191.76
3	Cobra Head Fixtures, High Pressure Sodium	31	fixtures	\$1.88	\$58.28
3a	Cobra Head LED Fixtures	442	fixture	\$0.94	\$415.48
4a	Miscellaneous Style Fixtures, High Pressure Sodium or Metal Halide	157	fixtures	\$1.88	\$295.16
4b	Miscellaneous Style LED Fixtures	131	fixture	\$0.94	\$123.14
5	Lighting System Night Checks	1	each	\$385.88	\$385.88
Total Monthly Cost:					\$2,529.08

Annual Cost of Streetlight and Safety Light Routine Preventative Maintenance:

$$12 \times \text{Total Monthly Cost} = \$ \underline{30,348.96}$$

B: TRAFFIC SIGNAL MAINTENANCE

Bi-Monthly and Annual Routine Preventive Maintenance:

\$ 142.22 per Intersection per Visit

30 x \$142.22 per Intersection per visit = \$4,266.60

6 x Total Monthly Cost = \$ 25,599.60 annual cost

C: USA MARKINGS

<u>Item Description</u>	<u>Unit</u>	<u>Price</u>
Underground Service Alert – USA Dig Alert Service *	Per USA	\$187.43

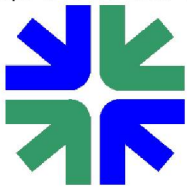
D. ADDITIONAL WORK

ADDITIONAL WORK HOURLY RATES (2021)			
	Equipment / Personnel	Regular Time	Over-Time
1	Traffic Signal Electrician (Regular Time)	\$142.22	
2	Traffic Signal Electrician (Overtime)		248.06
3	Traffic Signal Electrician Forman (Regular Time)	\$149.94	
4	Traffic Signal Electrician Forman (Overtime)		\$253.58
5	Streetlight Electrician (Regular Time)	\$142.22	
6	Streetlight Electrician (Overtime)		\$248.06
7	Streetlight Electrician Forman (Regular Time)	\$149.94	
8	Streetlight Electrician Forman (Overtime)		\$253.58

9	Night Check Technician	\$82.69	\$137.81
10	Laborer	\$82.69	\$137.81
11.	Bucket Truck	\$43.00	\$43.00
12.	Mobile Crane	\$82.69	\$82.69
13.	Crane truck	\$82.69	\$82.69

E: MATERIAL PRICING (2021)

Item Description	Unit	Price
Audible Ped Signal	EA	\$358.31
Visor 12" Full Circle	EA	\$27.56
Backplate 12" 3 Section	EA	\$82.69
Visor 8" Full Circle	EA	\$27.56
LED 8" Red Ball	EA	\$55.13
LED 8" Yellow Ball	EA	\$55.13
LED 8" Green Ball	EA	\$55.13
LED 12" Red Ball	EA	\$55.13
LED 12" Yellow Ball	EA	\$55.13
LED 12" Green Ball	EA	\$55.13
LED 12" Red Arrow	EA	\$55.13
LED 12" Yellow Arrow	EA	\$55.13
LED 12" Green Arrow	EA	\$55.13
Flasher 204-170	EA	\$49.61
Detector 222	EA	\$137.81
Detector 224	EA	\$214.99
DC Isolator 242	EA	\$77.18
Cabinet Light	EA	\$9.92
GFI Receptacle	EA	\$27.56
Hand Hold Cover Oval	EA	\$33.08
Fuse KTK	EA	\$9.92
Load Switch	EA	\$49.61
PPB Std Complete Assembly	EA	\$165.38
PPB Directional Plate	EA	\$27.56
PPB Framework Side Mount	EA	\$104.74
PPB Microswitch (CAP/SW)	EA	\$44.10
PPB Std Complete Assembly	EA	\$77.18
Starter	EA	\$55.13
Pricing includes Tax and Markup (as it appears on Monthly Invoice Detail)		
Standard Material Mark-Up Rate (for items not listed above): Cost plus 15%		



City of Emeryville

CALIFORNIA

ADDENDUM

Request for Modification of Standard Contract Requirements

As used in this Addendum, Contractor refers to **DC ELECTRIC GROUP, INC.**

1. REQUEST FOR MODIFICATIONS

Contractor is requesting modification to the following standard contract requirements by the City of Emeryville:

Section of Contract:

Exhibit B – Insurance Requirements

Please describe the desired modification:

The original contract that went to City Council had a version of Exhibit B without Professional Liability and Pollution Liability Insurance. You can see this version on Legistar Item ID-2020-566.

The version that was executed included a different Exhibit B sheet which indicates need for Professional Liability and Pollution Liability Insurance.

This is a maintenance contract which does not require either of these two insurances.

2. STAFF RECOMMENDATION FOR ACCOMMODATIONS

Please state reason for the request for modification:

Staff recommends to modify the Exhibit B to remove the requirement for Professional Liability and Pollution Liability Insurance as the Contractor's services and scope of work do not require to carry these type of insurances.

For additional requests of modifications, please add additional pages as needed.

3. CITY MANAGER REVIEW & APPROVAL

DocuSigned by:

Paul Buddenhagen

City Manager Signature

04/07/2023

Date