

RESOLUTION NO. 24-54

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Second Amendment To The Maintenance Agreement With DC Electric Group, Inc. For On-Call Traffic Signal And Street Light Maintenance To Extend The Termination Date To June 30, 2025 And To Increase The Contract Amount By An Additional \$336,433.15 For A Total Contract Amount Not To Exceed \$1,841,578.15; Budgeting The Contract To Complete Routine Maintenance Tasks Using The Existing Operating Budget Of The Public Works Department; Budgeting The Contract To Complete Extra Work Tasks In The Amount Of \$125,000 (Fund 220) And \$66,290 (Fund 250) From CIP Project No. 24250019

WHEREAS, the City periodically issues a Request for Proposals (RFP) for Traffic Signal and Street Lighting Maintenance Services, and when there is satisfactory performance of the contract, it is the Public Works Department's typical procedure and process to have the City Manager extend maintenance and professional services contracts up to two (2) additional one-year extensions before the need for a new RFP is required; and

WHEREAS, on December 20, 2020, the City Council of the City of Emeryville authorized the City Manager to enter into a Maintenance Agreement with DC Electric Group Inc. ("DCE") in the amount of \$623,835 for 2021, 2022, and 2023 to provide Electrical Maintenance services on Traffic Signals and Street Lights (Resolution No. 20-135); and

WHEREAS, on February 21, 2023, the Emeryville City Council authorized the City Manager to enter into a First Amendment to the Maintenance Agreement with DCE for a total contract amount not to exceed \$1,505,145 to provide electrical maintenance services for FY23/24 and additional extra work tasks (Resolution No. 23-19); and

WHEREAS, DCE has performed their tasks effectively and have demonstrated much value to the City with their intimate knowledge of our lighting/signal systems and advice that they provide while doing the work, staff recommends that the City continues DCE's contract through June 30, 2025 and extends their scope of services to include support for the delivery of lighting/signal related Capital Improvement Program projects; and

WHEREAS, it is in the City's best interest to use the inherent knowledge and familiarity of our systems with DCE to facilitate a more rapid delivery of lighting/signal related Capital Improvement Projects that the Public Works Department has not had immediate capacity to deliver to construction; and

WHEREAS, the Operating Budget for the Public Works Department includes adequate budget for Traffic Signal Maintenance and Street Light Repairs for the FY24/25 period as specified in the proposed 2nd Amendment Contract; and

WHEREAS, there is adequate funding for the Extra Work tasks as shown in the table as follows:

Project No.	Fund	Amount
24250019	220	\$125,000
24250019	250	\$66,290

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2nd Amendment Contract – DC Electric (On-Call Signal/Lighting Maintenance)
City Council Meeting | May 21, 2024
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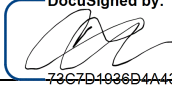
; now, therefore, be it

RESOLVED, that the City Council of the City of Emeryville authorizes the City Manager to execute a Second Amendment to the Maintenance Agreement with DC Electric Group, Inc. for on-call traffic signal and street light maintenance to extend the termination date to through June 30, 2025 and to increase the contract amount by an additional \$336,433.15 for a total contract amount not to exceed \$1,841,578.15; and, be it, further

RESOLVED, by the City Council of the City of Emeryville budgets the contract to complete Extra Work Tasks in the amount of \$125,000 (Fund 220) and \$66,290 (Fund 250) from CIP Project No. 24250019.

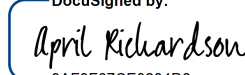
ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, May 21, 2024, by the following vote:

AYES:	<u>5</u>	Mayor Welch, Vice Mayor Mourra and Council Members Bauters, Kaur and Priforce
NOES:	<u>0</u>	_____
ABSTAIN:	<u>0</u>	_____
ABSENT:	<u>0</u>	_____

DocuSigned by:

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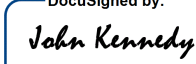
 MAYOR

ATTEST:

DocuSigned by:

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 CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

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 CITY ATTORNEY

ATTACHMENTS

- 2nd Amendment Maintenance Contract
 - Exhibit A-2 (Scope of Work)



City of Emeryville

CALIFORNIA

MAINTENANCE SERVICES CONTRACT SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE MAINTENANCE SERVICES CONTRACT (“Amendment”) is effective as of _____ 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 entered into a first amendment of the Contract on April 7, 2023 for the purpose of increasing the contract amount and extending the termination date of the contract; 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-2**, 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, 2025**.

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

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 **THREE HUNDRED THIRTY SIX THOUSAND, FOUR HUNDRED THIRTY THREE DOLLARS AND FIFTEEN CENTS (\$336,433.15)**. 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, EIGHT HUNDRED FORTY ONE THOUSAND, FIVE HUNDRED SEVENTY EIGHT DOLLARS AND FIFTEEN CENTS (\$1,841,578.15)**.

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
REV02/2024

**6. SIGNATURE PAGE TO MAINTENANCE SERVICES CONTRACT
SECOND 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

City Attorney

Dated: **CITY OF EMERYVILLE**

Paul Buddenhagen, City Manager

Dated: **DC ELECTRIC GROUP, INC.**

05/02/2024

DocuSigned by:
John Abraham (Signature)
John Abraham, Regional Manager

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Department of Industrial Relations Registration</i>	<i>Attach: Insurance Certificate and Endorsements</i>
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Exhibit A-2 2nd Amendment Contract

Regular Maintenance Tasks

1) Traffic Signals Maintenance (FY24/25):

Scope of Work:

- Routine Maintenance of 32 City Owned Signals \$28,671.68
- ITS Network Maintenance \$10,000.00
- Contingency Extra Work Call-Outs \$31,500.00
- Contingency Accident Repairs \$16,170.42

Subtotal 'TS Maintenance'... \$86,342.10

2) Street Light Maintenance (FY24/25):

Scope of Work:

- Routine Maintenance of Streetlights \$31,866.41
- Contingency Accident Repairs \$26,934.64

Subtotal 'SL Maintenance'... \$58,801.05

Extra Work Tasks

3) Greenway RRFB Detection Repairs

Scope of Work:

- Replace non-functioning wireless IR bollards with thermal detection cameras at (3) RRFB crossings along the Greenway at 65th, 66th, and 67th to improve pedestrian detection reliability

Total Labor, Material, & Equipment... \$29,975.00

4) Hollis St Communication 65th to 67th

Scope of Work:

- Labor to extend communication between traffic signals from 65th to 67th on Hollis St

Total Labor, Material, & Equipment... \$5,000.00



5) **Shellmound St Communication 65th to 67th**

Scope of Work:

- Labor to extend communication between traffic signals from 65th to 67th on Shellmound St

Total Labor, Material, & Equipment... \$5,000.00

6) **Hollis @ 45th Emergency Vehicle Preemption Programming**

Scope of Work:

- Modify detection and controller configuration to allow existing transit priority system to communicate with emergency vehicles for priority service at the intersection of Hollis & 45th

Total Labor, Material, & Equipment... \$12,250.00

7) **Stanford Greenway Lighting Repairs**

Scope of Work:

- Replace failing induction lighting components with LED retrofit kits for pathway lights on the Greenway behind the Stanford hospital (13 Total)

Total Labor, Material, & Equipment... \$9,825.00

8) **Stanford Park Lighting Repairs**

Scope of Work:

- Replace damaged, vandalized and failing light fixtures throughout Stanford Park between Doyle St and Vallejo St with LED fixtures (25 Total)

Total Labor, Material, & Equipment... \$19,915.00

9) **Emery @ MacArthur 1B Relocation**

Scope of Work:

- Work to repair/relocate existing 1B traffic signal pole from the SW to the NW corner to minimize future damage

Total Labor, Material, & Equipment... \$19,325.00



10) GIS Survey of Electrical Infrastructure

Scope of Work:

- Locate and map all remaining 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
- 3 Traffic Signals (estimated per intersection cost = \$1,000)
- 1450 Streetlights (estimated per SL cost = \$60.00)

Total Labor, Material, & Equipment... \$90,000.00

DC Electric Group, Inc.

John Abraham
Regional Manager

A handwritten signature in blue ink, appearing to read 'John Abraham', with a long horizontal flourish extending to the right.