



City of Emeryville

CALIFORNIA

MAINTENANCE SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE MAINTENANCE SERVICES CONTRACT

("Amendment") is effective as of this _____ day of _____, 2020, 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 August 12, 2019 ("Contract") for the purpose of retaining the services of Contractor to provide designated services in connection with the Traffic Signals, Streetlights, and Safet Lighting Maintenance and Repair, Fiscal Year 2019/2020; and

WHEREAS, the City and Contractor entered into a first amendment of the Contract on March 20, 2020 for the purpose of increasing the contract amount and/or 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.

FOR CITY USE ONLY

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

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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 **DECEMBER 31, 2020**.

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 **ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED SIXTY THREE DOLLARS AND EIGHT CENTS (\$113,363.08)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE HUNDRED NINETEEN THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND FIFTY CENTS (\$319,299.50)**.

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

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**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:
Andrea Visveshwara
City Attorney

Dated: **CITY OF EMERYVILLE**

_____, 2020

Christine S. Daniel, City Manager

Dated:

DC ELECTRIC GROUP, INC.

_____, 2020



Don Caramangno, President

(Signature)