

## **RESOLUTION NO. 20-62**

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Second Amendment With DC Electric Group Inc. In The Amount Of \$113,363.08 For On-Call Maintenance For City Traffic Signals, Streetlights, And Safety Lighting Repair For A Total Contract Amount Not To Exceed \$319,299.50**

**WHEREAS**, the City contracts for the maintenance of traffic signals, streetlights, and safety repair lighting; and

**WHEREAS**, DC Electric submitted a proposal for designated services, and a contract was approved on August 12, 2019 in the amount of \$45,000.00; and

**WHEREAS**, in fiscal year 2019-2020, an unexpected number of knockdowns and extra work items occurred with streetlight and signal equipment; and

**WHEREAS**, the City entered into a first amendment contract that extended the original contract termination date of February 29, 2020 through June 30, 2020 for DC Electric to continue routine maintenance services, additional knockdown work, and other additional extra work items for a total contract amount of \$205,936.42; and

**WHEREAS**, due to the unexpected knockdowns costs that occurred, the existing contract does not have enough funds available to continue routine maintenance schedule of every month for Street Light Maintenance, continue routine maintenance schedule of every two months for Signal Maintenance, purchase replacement equipment that has been damaged/knocked down, and complete on-going extra work items; and

**WHEREAS**, continued services are needed beyond the original contract termination date of June 30, 2020, to continue services through December 31, 2020; and

**WHEREAS**, there is sufficient funding in the proposed Operating Budget for the Public Works Department for Fiscal Year 2020-2021 in Traffic Signal Maintenance/Caltrans (Accounts 4060-77350 and 220-77350) and Street Light Repairs (Accounts 4060-77340 and 220-77340); now, therefore, be it

**RESOLVED**, by the City Council of the City of Emeryville authorize the City Manager to enter into a Second Amendment Maintenance Contract with DC Electric Group Inc., in the form attached hereto as Exhibit A, in the amount of \$113,363.08 for on-call maintenance for city traffic signals, streetlights, and safety lighting repair for a total contract amount not to exceed \$319,299.50.

Resolution No. 20-62  
2<sup>nd</sup> Amendment Maintenance Contract – DC Electric FY 2020/2021  
City Council Meeting | June 16, 2020  
Page 2 of 2

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, June 16, 2020, by the following vote:

AYES:	<u>5</u>	Mayor Patz, Vice Mayor Martinez, and Council Members Bauters, Donahue, and Medina
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:

*Christian R. Patz*

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MAYOR

ATTEST:

DocuSigned by:

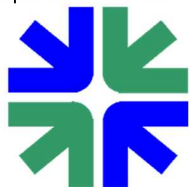
*Sheri Hartz*

FB7B5D8EAB6A48E...  
CITY CLERK

APPROVED AS TO FORM:

*Michael Quinn*

CITY ATTORNEY



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.	

**City of Emeryville** | Maintenance Services Contract Amendment  
REV 01/2020

**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*

**City of Emeryville** | Maintenance Services Contract Amendment  
REV 01/2020

**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)

**EXHIBIT “A-2”****DC ELECTRIC ON-CALL MAINTENANCE FY 2020/2021  
ADDITIONAL MAINTENANCE, EXTRA WORK ITEMS, AND CARRYOVER ITEMS**

DC Electric Group, Inc. proposes to continue performing the scope of services listed below on a **time and materials basis with a cost ceiling of \$113,363.08.**

An unexpected amount of streetlight and signal equipment knockdowns occurred in the first few months of FY2019/2020, and not enough funds were available to: 1) Continue routine maintenance beyond June 30, 2020 with a schedule of every month for Street Light Maintenance and every two months for Signal Maintenance, 2) purchase replacement equipment that has been damaged/knocked down, and 3) complete on-going extra work items. The fee for these tasks includes and covers the furnishing of all labor, materials, equipment, incidentals in performing these services. All labor/equipment fees will be billed per DC Electric’s current rates. An estimate of the cost for each task is summarized below:

<b>Task No.</b>	<b>Task Name</b>	<b>Budget</b>
1	Routine Streetlight Maintenance, Every Month. 6 months x \$3,123.28	\$18,739.68
2	Routine Signal Maintenance, Every Two Months, 3 months x \$3,207.80	\$9,623.40
3	As-needed Extra Work/Knockdowns – Signal Maintenance	\$30,000
4	As-needed Extra Work/Knockdowns – Street Light Maintenance	\$30,000
5	IDEA Project Support/Equipment/Install	\$15,000
6	CCTV Procurement/Installation	\$10,000
<b>TOTAL</b>	<b>\$113,363.08</b>	