

**SIXTH AMENDMENT TO AGREEMENT FOR TRAFFIC SIGNAL, STREET LIGHT
AND LIGHTED CROSSWALK MAINTENANCE SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT FOR TRAFFIC SIGNAL, STREET LIGHT AND LIGHTED CROSSWALK MAINTENANCE SERVICES is entered into this 1st day of August, 2022, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and DC Electric Group, Inc. ("Contractor").

R E C I T A L S

WHEREAS, through Resolution 2017-173, City Council of the City of San Pablo authorized the City Manager to execute an Agreement with DC Electric Group, Inc. to provide traffic signal, street light and lighted crosswalk maintenance services for FY2017-18, with four one-year renewal options in the amount of \$200,000 per year with a 2% annual escalation and a total authorization not to exceed \$1,040,808 over the five fiscal years; and

WHEREAS, on September 15, 2017, CITY and Contractor entered into an Agreement with Contractor for traffic signal, street light and lighted crosswalk maintenance services ("Agreement") during FY2017-218 with a total compensation not to exceed \$200,000; and

WHEREAS, on July 1, 2018, City and Contractor executed the First Amendment, an initial one-year extension agreement for traffic signal, street light and lighted crosswalk maintenance services for services during Fiscal Year 2018/19 with a total compensation not to exceed \$204,000 for that year; and

WHEREAS, on July 1, 2019, City and Contractor executed the Second Amendment, a second one-year extension agreement for traffic signal, street light and lighted crosswalk maintenance services for services during Fiscal Year 2019/20 with a total compensation not to exceed \$208,000 for that year; and

WHEREAS, on July 1, 2020, City and Contractor executed the Third Amendment, a third one-year extension agreement for traffic signal, street light and lighted crosswalk maintenance services for services during Fiscal Year 2020/21 with a total compensation not to exceed \$212,242 for that year; and

WHEREAS, on July 1, 2021, City and Contractor executed the Fourth Amendment, a fourth one-year extension agreement for traffic signal, street light and lighted crosswalk maintenance services for services during Fiscal Year 2021/2022 with a total compensation not to exceed \$216,486 for that year; and

WHEREAS, on June 30, 2022, City and Contractor executed the Fifth Amendment, a fifth extension for traffic signal, street light and lighted crosswalk maintenance services for services from July 1, 2022 through August 15, 2022; and

WHEREAS, following declarations of emergency by the State of California, Contra Costa County and the Federal government, the City Council of the City of San Pablo adopted Resolution 2020-034 on March 16, 2020 proclaiming the existence of a local emergency due to the Novel Coronavirus (COVID-19) pandemic which has been extended by resolution at every subsequent regular City Council meeting; and

WHEREAS, the City Manager, acting as the City’s Emergency Services Director, has also provided multiple Modified City Operations Plan updates pursuant to San Pablo Municipal Code Chapter 2.36 and the City’s ongoing Declaration of an Emergency; and

WHEREAS, the City of San Pablo has remained at or near the top of the list of cities with the highest number of positive COVID-19 cases per capita in Contra Costa County; and

WHEREAS, the parties have agreed to modify the term of that Agreement related to Compensation and Term; and

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **COMPENSATION.** Section 2 of the Agreement, “Compensation” is amended to include the following provision:

- 1.1 CONTRACTOR recognizes the following payments have been made to the contractor for traffic signal, street light, and lighted crosswalk maintenance services during Fiscal Years 2017-18 through 2021-22

Date	Amount
September 17, 2017 – June 30, 2018	\$188,110
July 1, 2018 – June 30, 2019	\$179,672
July 1, 2019 – June 30, 2020	\$172,377
July 1, 2020 – June 30, 2021	\$377,401
July 1, 2021 – June 30, 2022	\$202,277
Total	\$1,119,837

- 1.2 “As set forth in updated Exhibit B, attached to this amendment, the CITY shall pay Contractor an additional Seventy-One Thousand Six Hundred Forty-Seven Dollars and Ninety Two Cents (\$71,647.92) for routine preventative maintenance from July 1, 2022 through June 30, 2023.
- 1.3 The total compensation under for services from July 1, 2022 through June 30, 2023 shall not exceed Two Hundred Thousand Dollars (\$200,000),
- 1.4 The total compensation under the five-year life of the contract shall not exceed One Million Three Hundred Nineteen Thousand Eight Hundred Thirty Seven Dollars (\$1,319,837).”

2. **TERM.** Section 3 of the Agreement, “Term” is amended to substitute the following provision:

The term of this Agreement will expire on June 30, 2023.

3. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Teresa L. Stricker, City Attorney

By _____
Matt Rodriguez, City Manager

DC ELECTRIC GROUP, INC.

By _____
Don Caramagno, President

ATTEST:

By _____
Dorothy Gantt, City Clerk

Dated _____

EXHIBIT B
SCHEDULE OF FEES

Revised: 7/1/22 thru 6/30/23
CPI Increase: 5.2% (5% Max per Contract)

ROUTINE MAINTENANCE RATES

<i>Routine Maintenance Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i># of Units</i>	<i>Frequency of Service (x per Year)</i>	<i>Annual Cost</i>	
Signalized Intersections	EA	\$ 157.12	33	12	\$ 62,219.52	
Pedestrian Xing	EA	\$ 78.57	10	12	\$ 9,428.40	
TOTAL ANNUAL PREVENTATIVE MAINTENANCE:					\$ 71,647.92	

EMERGENCY SERVICES / EXTRA WORK RATES

	<i>Regular Time</i>	<i>Overtime</i>	<i>Premium Time</i>
Traffic Signal/Streetlight Tech	\$123.57 / hr	\$164.77 / hr	\$205.97 / hr
Superintendent	\$157.72 / hr	\$231.86 / hr	\$306.00 / hr
Laborer	\$84.74 / hr	\$108.28 / hr	\$131.82 / hr
Bucket/Service Truck	\$33.54 / hr	\$33.54 / hr	\$33.54 / hr

All work will be performed on a time and material basis, unless otherwise agreed upon. A written fixed price proposal can also be furnished at your request. Regular Time normal business hours will be 7am to 3:30pm, Monday thru Friday. All work during normal business hours has a 1 hour minimum charge. All after hours emergency response work has a 2 hour minimum charge.

Prices are subject to Annual CPI Increase once per Fiscal Year, per San Francisco/Oakland Metropolitan Area Consumer Price Index (March-March), as released by the United States Department of Labor on a yearly basis, with a maximum inflation increase of 5% per year.



Databases, Tables & Calculators by Subject

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CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012		236.880		238.985		239.806		241.170		242.834		239.533	239.650	238.099	241.201
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878											

CPI Increase: $(320.195 / 304.387) - 1 = 5.2\%$