EIGHTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA AND CENTER ELECTRIC SERVICES, INC.

1. **PARTIES AND DATE.**

This Eighth Amendment to the Maintenance Services Agreement ("Eighth Amendment") is made and entered into this 7th day of March, 2018 by and between the City of Corona ("City") and Center Electric Services, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Eighth Amendment.

2. **RECITALS.**

2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance Services Agreement dated December 7, 2011 ("Agreement"), whereby Contractor agreed to provide Electrical Maintenance Services.

2.2 <u>Amendment</u>. City and Contractor desire to amend the Agreement for the Eighth time to (1) Extend the Term, Section 3.1.2, (2) Increase the Compensation, Section 3.3.1 and (3) Replace Compensation, Exhibit C-6.

3. TERMS.

3.1 <u>Term.</u> Section 3.1.2 (Term) of the Agreement, as amended by the Seventh Amendment, is hereby deleted in its entirety and replaced with the following:

"3.1.2 Term. The term of this Agreement shall be from December 7, 2011 to June 30, 2018 ("Term"), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.9 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement."

3.2 <u>Compensation</u>. Section 3.3.1 (Compensation) of the Agreement, as amended by the Sixth Amendment, is hereby deleted in its entirety and replaced with the following:

"3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit "C-7" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Four Hundred and Twenty Five Thousand Dollars (\$425,000) for the fiscal year ending June 30, 2018 ("Total Compensation") without written approval of the City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Exhibit C-6 is hereby deleted in its entirety and replaced with Exhibit C-7 attached hereto and incorporated herein by reference.

3.4 <u>Continuing Effect of Agreement</u>. Except as amended by this Eighth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Eighth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Eighth Amendment.

3.5 <u>Adequate Consideration</u>. 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 Eighth Amendment.

3.6 <u>Counterparts</u>. This Eighth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR EIGHTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND CENTER ELECTRIC SERVICES, INC.

IN WITNESS WHEREOF, the Parties have entered into this Eighth Amendment to Maintenance Services Agreement as of the 7th day of March, 2018.

CITY OF CORONA

By:

Tom Moody General Manager

Reviewed By:

Reviewed By:

Ed Lockhart Maintenance Manager Cita Longsworth Purchasing Manager

Attest:

Lisa Mobley City Clerk

CENTER ELECTRIC SERVICES, INC. a California Corporation

By:

Henry M. Munksgaard President

By:

Henry M. Munksgaard Chief Financial Officer

EXHIBIT "C-7" COMPENSATION

RATE SCHEDULE

DESCRIPTION	ατγ	COST	TOTAL
Our services include: -Electrical: Design. Build, Install and Consulting. -Communication: Wire, Fiber and Wireless. We specify, install and test. -Documentation Design: We provide Auto Cad Services. -Control System (SCADA): Design, install and program. -Preventative maintenance services: Thermal imaging. Electrical inspection, power monitoring and asset management coordination.			
Prevailing Rate. Inside wireman as per wage determination: We will use the posted Riverside County Determination for an inside wireman, technician. Overtime to be calculated as per wage determination. We are required to use the appropriate determination as well as any increases or decreases which will be reflected in our rate.	0	57.16	0.00
Labor Burden. Overhead and Profit per hour.	0	51.50	0.00
Bond rate of 3% added to total of each bill if required.		3.00%	0.00
Equipment (Truck) with hand tools and basic testing equipment. Per hour	o	19.00	0.00
Outside services and material management charge 15%	Í	15.00%	0.00
Mileage: If required	0	0.85	0.00
Lift Charge: Per hour	0	25.00	0.00
Power Monitor per day plus labor	0	100.00	0.00
DESCRIPTION	άτγ	COST	TOTAL
Core Drill per hole plus labor	0	50.00	0.00
Fuel surcharge only if needed.	0	25.00	0.00
AutoCAD Design Draftsman at our office.	0	90.00	0.00
Thermal Image Camera: Per Hour	0	25.00	0.0
Consulting-Plan review/Inspection	0	105.00	0.0
Systems Integrator		145.00	0.0