

**FIRST AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT
[Electrical Maintenance Services for City Parks]**

THIS FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT (the "First Amendment") is made and entered into as of _____, 2025 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and ACADEMY ELECTRIC, INC., a California corporation ("Contractor"), with reference to the following.

A. City and Contractor entered into a Maintenance Services Agreement (Agreement No.7523) dated as of June 27, 2023, which is incorporated herein by this reference (the "Original Agreement"); and

B. City and Contractor desire to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3. **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4. **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.d of the Original Agreement is increased by TWENTY THOUSAND DOLLARS and 00/100 (\$20,000.00) and Section 2.d is hereby amended in its entirety to read as follows:

"d. The total amount of compensation under this Agreement, including contingencies, shall not exceed ONE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED AND SEVENTY-TWO DOLLARS and 00/100 (\$182,272.00)."

Section 6. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

ACADEMY ELECTRIC, INC.
a California corporation

*By: Diane R. Gentry
Printed Name: Diane R. Gentry
Title: President

*By: Donald B. Gentry
Printed Name: Donald B. Gentry
Title: Vice-President

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:**
-- If CONTRACTOR is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

√

EXHIBIT "A"

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

EXHIBIT "A"

SUPPLEMENTAL SCOPE OF SERVICES

Contractor shall provide additional contractual services as described in the scope of services of the agreement in an increased quantity during FY 25, and as further described in this exhibit on pages two and three. The amounts included in the table below pertain only to the current fiscal year, and future terms will include only items and amounts included in the original agreement. The scope of services for items A1 and A2 in the table below are further described on the following pages of this exhibit, and item A3 will be performed in quantities and as directed by City Staff on an as needed basis in accordance with the original agreement.

Amendment No. 1 Supplemental Fee Table		
Item #	Service Type	Amount
A1	Handy Park Light Pole Replacement	\$ 9,500.00
A2	Grijalva Sports Center Backboard Motor	\$ 4,975.00
A3	Additional Preventative Maintenance FY 24-25	\$ 3,705.00
Contingency	N/A	\$ 1,820.00
Supplemental Fee Total =		\$ 20,000.00

[CONTINUED ON FOLLOWING TWO PAGES]

ATTACHMENT NO. 1

SCOPE OF WORK

Provide a detailed and systematic site by site program of preventive maintenance at varied levels for critical and non-critical apparatus.

Provide electrical troubleshooting and repairs as required.

Miscellaneous replacement parts, if required, shall be furnished by contractor and installed expeditiously the same day or immediately upon delivery of parts.

A list of parts frequently used for the City's equipment shall be maintained and updated as required. These parts shall be maintained in stock by the Contractor to facilitate timely repairs and replacements.

All materials shall be charged at cost plus 15%. All invoices/receipts for materials shall accompany invoices for services rendered.

Material costs must be detailed in all invoices.

PROJECT DESCRIPTION

Preventative maintenance: To be performed annually or as directed by City Representative.

Criteria:

Provide service and evaluation on meter mains, buss bars, breakers and switchboard enclosures and operational electrical and mechanical apparatus, and solid state power and control.

Conductors:

Check and evaluate main feeders – underground branch circuits.

Motors:

Running voltage to ground, running voltage to neutral, running voltage phase to phase, and running amperes, megger to ground megger between windings, and grease motors, lube bearings.

Pump and/or Vent Fans:

Running voltage to ground, running voltage phase to phase, and running amperes evaluations, if required.

Wetwell End Switches & Pumps:

Clean and calibrate the transducers. Check and replace leaking, cavitations pumps and bearings. Prime, grease and align.

Control Panels:

- Tighten all terminal lugs & torque with no Lox
- Check power supply voltage
- Test induction relays
- Test heater block build-up
- Check cooling apparatus
- Replace filters
- Clean soot and scum
- Remove dirt & material buildup
- Check for proper connection of motor leads & perform internal testing
- Perform necessary Infra-red readings
- Exercise circuit breakers

Clean and inspect transformers:

- Tighten all terminal lugs & torque with no Lox
- Check power supply voltage
- Test induction relays
- Test heater block build-up
- Check cooling apparatus
- Replace filters
- Clean soot and scum
- Remove dirt & material buildup
- Check for proper connection of motor leads & perform internal testing
- Perform necessary Infra-red readings

Internal Testing:

- Check and record voltage to motor
- Check motor amperage start up draw
- Inspect relay and starter contacts
- Clean inside control panel
- Calibrate & adjust controllers and transducers as needed

Ground Power Vaults /Ground Sprinkler Solenoid Vaults:

- Level and check drainage
- Re-pigtail aged terminations and weatherproof terminals
- Seal and secure vaults

Replacement parts, when required, are not included in this Bid and such parts will be provided by Contractor with City representative's approval. The Bid shall include rates for emergency and afterhours call-out service, "on call", for potential emergency situations. Preventative maintenance services shall include one journeyman tech and service truck, tools, and equipment to complete tasks portal to portal.

BID PROPOSAL NOTE:

All City of Orange utility inventories are estimates only, bidder to verify all quantities. Parks have a total of 26 main electrical panels and 47 sub electrical panels. The successful bidder awarded the contract to perform the work and services shall be responsible for determining actual quantities, sizes, and costs for providing electrical maintenance services for the City of Orange Park Facilities. Electrical panels in the Park Facilities range from 600 amp, 277/480 Volt, 3 Phase, 4 Wire to 100-amp sub panels. All details are to be confirmed by the bidder.