

**CITY OF BURLINGAME  
SECOND AMENDMENT TO EMERGENCY GENERATOR SERVICES AGREEMENT  
BETWEEN THE CITY OF BURLINGAME AND EDWARD R. BACON COMPANY**

This Second Amendment (“Second Amendment”) entered into and effective on \_\_\_\_\_, 2026, amends the Agreement dated October 10, 2023 between the City of Burlingame (“City”) and Edward R. Bacon Company (“Contractor”) (collectively, the “Parties”) for emergency generator services and as-needed repair services on a time and material basis.

**RECITALS**

**WHEREAS**, on October 10, 2023, pursuant to City Council Resolution No. 094-2023, the City and Contractor entered into an Agreement, attached hereto as Exhibit A for emergency generator services and as-needed repair services on a time and material basis (hereinafter referred to as “the Services”).

**WHEREAS**, on April 8, 2025, pursuant to City Council Resolution No. 016-2025, the parties entered into Amendment No. 1 to the Agreement;

**WHEREAS**, based on satisfactory performance by Edward R. Bacon Company the City has elected to renew the agreement for the two renewal year options extending the end of the original term of June 30, 2026 to June 30, 2028;

**WHEREAS**, the Parties desire to amend the Agreement to further the Parties’ interests.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Section 2 of the Agreement is hereby replaced to read as follows:

Time of Performance. The services of the Contractor are to be available upon the execution of this Agreement until June 30, 2028.

2. Section 7 of the Agreement is hereby replaced to read as follows:

Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing contained in Exhibit A attached hereto or shall be specified in the purchase order and attachments to the purchase order for the specific services and materials requested by the City. In no event shall purchases under this Agreement exceed a total of Thirty-Eight Thousand Six Hundred Seventy Dollars (\$38,670.00) per each one-year period (commencing on July 1<sup>st</sup> of each year). Any repairs requested by the City and performed under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000) each one-year period (commencing on July 1<sup>st</sup> of each year). Total charges under this Agreement are not to exceed Three Hundred Seventy-Eight Thousand Three Hundred Fifty Dollars (\$378,350.00).

2. Except as expressly amended in this Second Amendment, all other terms and conditions contained in the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment to the Agreement as of the date first written above.

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**CITY OF BURLINGAME**

*Approved By:*

\_\_\_\_\_  
Lisa Goldman  
City Manager

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
City Attorney

**EDWARD R. BACON COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date