

**FIRST AMENDMENT TO THE**  
**CONTRACTUAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT** (the "First Amendment") is effective as of this 3rd day of January 2022 by and between **THE CITY OF UNION CITY**, a municipal corporation, ("City") and **CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.** ("Consultant"), collectively referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, on February 1, 2018, the Parties entered into a Traffic Signal Maintenance Services Agreement, C5175 ("Agreement"), in the amount of \$87,550, wherein the Consultant was to provide the City with services for the Public Works Department for one year; and

**WHEREAS**, the Agreement expired on February 1, 2019 and staff inadvertently continued to utilize the Consultant to provide traffic signal maintenance along with periodic street light maintenance by replacing light bulbs on an as-needed basis under the expired Agreement; and

**WHEREAS**, the Consultant timely and satisfactorily provided all services under the terms and conditions of the expired Agreement; and

**WHEREAS**, the City compensated the Contractor for this work performed totaling \$447,200; and

**WHEREAS**, the Parties agree to ratify prior services provided under the Agreement; and

**WHEREAS**, the Parties now desire to amend the Agreement to extend the term of services, to further clarify the scope of services and increase the compensation to be paid by City to Consultant to reflect extended term of services; and

**WHEREAS**, the City and Consultant desire to enter into this First Amendment.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

1. The "Term of Services" as set forth in the first sentence of Section 1.1, is hereby extended to June 30, 2023.
2. The Scope of Services to be performed by Consultant, as set forth in Exhibit A of the Agreement, is hereby amended to include the services contained in Exhibit A of this First Amendment, attached hereto and incorporated herein by reference.
3. The first sentence of Section 2 "COMPENSATION" of the Agreement is hereby amended to reflect payment based upon an increase of Seven Hundred Forty-Seven Thousand Two Hundred Dollars (\$747,200). The total compensation under the Agreement including this First Amendment shall not exceed a total contract amount of Eight Hundred Thirty-Four Thousand Seven Hundred Fifty dollars (\$834,750). The first sentence shall now read:
  - a. City hereby agrees to pay Consultant a sum not-to-exceed Eight Hundred Thirty-Four Thousand Seven Hundred Fifty dollars (\$834,750), notwithstanding any

contrary indications that may be contained in Consultant' s proposal for services to be performed and reimbursable costs incurred under this Agreement.

4. All other provisions of the Agreement remain in full force and effect, except as modified by this First Amendment.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this Amendment effective as of the date hereinabove written.

THE CITY OF UNION CITY

CAL-WEST LIGHTING AND SIGNAL  
MAINTENANCE, INC.

By \_\_\_\_\_  
Joan Malloy  
City Manager

By \_\_\_\_\_  
Craig Geis  
President

Attest:

\_\_\_\_\_  
Anna M. Brown  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Kristopher J. Kokotaylo  
City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

#### **WORK PLAN/APPROACH**

We understand the City of Union City's program requirements and are ready to continue providing the staff and equipment needed to service the City. Cal-West agrees to furnish all labor, tools and equipment, and materials necessary to perform services needed to properly maintain the Signalized Intersections owned by City of Union City. The Contract covers the Traffic Signal system, the interconnect system, safety lighting, IISNS signs, Battery Back-Up system, the Emergency Pre-emption system, CCTV and On-Street masters.

It is understood that all services including labor, tools and equipment, materials furnished, and work performed will be done in a good and workmanlike manner by Cal-West and is subject to the inspection and approval of the City and its inspectors or representatives.

- Cal-West agrees to supply and perform a continuous and comprehensive Routine Traffic Signal support program and shall maintain a detailed record listing the Date received, the Date serviced, all work performed, and all materials used upon responding to any service call. Any parts found to be worn out or defective in which case could cause a Traffic Signal to fail or malfunction will be repaired or replaced with same or equivalent as approved by the City Engineers.
- *Cal-West agrees that any work performed, or materials used during the allotted period of Scheduled Maintenance shall have **"NO ADDITIONAL LABOR CHARGE"** and shall cost the rate of materials only.*
- Cal-West shall perform other maintenance related work other than described above as requested and/or directed by the City. Cal-West agrees to provide the same services for the repair, replacement, or servicing of equipment that the City may own and call upon from time to time.
- Cal-West shall designate representatives who will be available to the Engineer for consultation upon request.
- Cal-West shall immediately notify the City's Police/Sheriff Department and the Engineer of any Signal turn-offs or Signal on Flash necessitated by their operations in excess of fifteen (15) minutes.
- Cal-West shall maintain adequate storage and shop facilities and a sufficient stock of fully tested controllers, spare parts and signal equipment to effectively maintain Traffic Signals.
- Cal-West shall either hold in its shop and storage facilities, or deliver to a location designated in the City, any salvageable equipment or material as per direction of the Engineer. Cal-West shall properly dispose of any equipment declared non-salvageable as per direction of the Engineer.
- Permanent repair work of proposals generated from normal maintenance and emergency response shall be completed as soon as possible and in all cases within twenty-one (21) calendar days or less, unless extended in writing by the City Engineer.

- Cal-West has never issued a change order on any quotes/proposals that we provide. We stand behind our estimates and pricing. Our estimators and project managers review the scope of your project, discuss any details and timelines required to ensure meeting/exceeding our Cities/Counties expectations.
- **On-Line Electronic Record System**  
Our web-hosted computerized routine and emergency maintenance reporting program was developed and designed by Cal-West in conjunction with our software provider. The program is configured to our specific Traffic Signal Maintenance Programs. Our user-friendly system captures full routine maintenance, emergency calls, and all equipment inventory records. This system is available to the City and will be available at no cost to the City.

Cal-West has not been terminated from any maintenance contracts and has never failed to satisfactorily complete any work awarded.

## **ROUTINE MONTHLY MAINTENANCE (Traffic Signals)**

### **Preventive Monthly Maintenance** (routine)

1. Inspect Signal Controller and Cabinet Contents for proper functioning to include:
  - a. Check general overall appearance of Controller Cabinet, Type 3 Service and Battery Back-Up Cabinets (vacuum if necessary)
  - b. Check presence of Signal Cabinet Wiring Schematics and Records
  - c. Verify current Signal Controller Timing-Logs
  - d. Verify Programmed Signal Controller Timing matches Intersection Timing-Logs
  - e. Signal Controller and Conflict Monitor functioning in relation to traffic
  - f. Loop Detector Amplifiers (tune if necessary)
  - g. Video Detection Unit/Camera Alignment (if applicable)
  - h. Load Switches and Relays
  - i. Light Switches and Ground-Fault Receptacles
  - j. Cabinet Fan and Thermostat
  - k. Battery Back-Up Unit charging system (if applicable)
  - l. Inspect Pre-emption System
  - m. Inspect Signal Interconnect
  - n. Wire Terminals for corrosion and integrity of all wire connections (including BBS battery terminals)
  - o. Ground Rod and Grounding System for corrosion and integrity of wire connections
  - p. Cabinet Filter for cleanliness and serviceability (clean or vacuum if necessary)
  - q. Weather-proof gasket on Controller Cabinet and all other associated Cabinets
  - r. Inspect hinges and door locking mechanisms and lubricate if needed
2. Inspect Intersection for proper functioning to include:
  - s. Vehicular Signals for alignment, paint, outages, bent, broken, corroded hardware
  - t. Pedestrian Signals and Audibles for alignment, paint, outages, bent, broken, corroded hardware
  - u. Ped Push-Buttons for Signal Controller actuation and bent, broken, corroded hardware
  - v. Signal Poles for paint, dents or cracks and missing hand hole covers
  - w. Pull-Boxes for cracked, broken or missing lids.

- x. Loops in Roadway for exposed, torn, or broken wires
- 3. Record Date and Time along with findings and work performed

**Preventive Semi-Annual Maintenance** (to coincide with monthly)

- 1. Take voltage measurements from Back-Up Batteries
- 2. Test Battery Back-Up by disconnecting PG&E power at service cabinet
- 3. Visually check integrity of wire splices
- 4. Adjust all mast arm mounted street name signs as needed
- 5. Record Date and Time along with findings and work performed

**Preventive Annual Maintenance** (to coincide with monthly and semi-annual)

- 1. Inspect Utility Electrical Service Cabinet and hardware supplying power to Signal Controller Cabinet
- 2. Take voltage measurements at service inputs to Signal Controller Cabinet from Utility Service Feed
- 3. Take voltage measurements at BBS inputs from Utility Service Feed (if applicable)
- 4. Take voltage measurements at service inputs to Signal Controller Cabinet from BBS (if applicable)
- 5. Replace Signal Cabinet Filter if nylon-mesh type
- 6. Vacuum and clean Signal Cabinet Filter if aluminum-mesh type
- 7. Inspect hinges and locking mechanisms on All Signal Associated Cabinets and lubricate if needed
- 8. Record Date and Time along with findings and work performed

**MONTHLY MAINTENANCE (Extras)**

- 1. Items not listed in “**Routine Maintenance**” shall be billed as “**Maintenance Extras**” in accordance with and outlined under Labor and Equipment, and Material Rates to include:
  - a. Emergency service calls such as but not limited to Signal Controller malfunction or knock-downs
  - b. Work performed or materials used outside of the allotted period of Scheduled Maintenance or malfunctions caused by vandalism, pole or equipment knock-down, lightning strike, earthquake, or other acts of God
  - c. The correction, repair or replacement of materials or equipment installed or modified by another party other than Cal-West.

**1. ROUTINE MONTHLY MAINTENANCE (Traffic Signals)**

- Routine Traffic Signal Maintenance rates are set under the assumption of Routine services being performed within one (1) hour or less per-intersection.

- **Traffic Signals:** Routine Maintenance of Traffic Signals shall cost the rate of seventy-five dollars (\$75.00) per-intersection per-monthly inspection.

**The estimated Annual cost for Traffic Signal Maintenance/Calls - \$10,200 per month (average) or (\$122,400/year)**

*Any work performed or materials used during the allotted period of Scheduled Maintenance shall have*  
***“NO ADDITIONAL LABOR CHARGE”***  
*and shall cost the rate of materials only, listed under “Material Rates”*

## **2.MONTHLY MAINTENANCE EXTRAS**

Items not listed in **“Routine Maintenance”** shall be billed as **“Maintenance Extras”** in accordance with and outlined under Labor and Equipment, and Material Rates to include:

- a. Emergency service calls such as but not limited to Signal Controller malfunction or knock-downs
- b. Work performed or materials used outside of the allotted period of Scheduled Maintenance or malfunctions caused by vandalism, power issues, pole or equipment knock-down, lightning strike, earthquake, or other acts of God
- c. The correction, repair, or replacement of materials or equipment installed or modified by another party other than Cal-West

**The estimated Annual cost for Maintenance Extras - \$77,600/year**

Routine Traffic Signal Maintenance	\$ 122,400
Maintenance Extras (Emergency Services)	\$ 77,600
<b>Total Annual Maintenance Costs</b>	<b>\$ 200,000</b>
Additional 6 Months (until 6/30/2023)	\$ 100,000
<b>Total Contract</b>	<b>\$ 300,000</b>

## **Labor and Equipment Billing**

- A. Normal Straight-Time rates apply between the day-time hours of: 0700hrs to 1600hrs  
Over-time rates apply between the Evening hours of: 1600hrs to 0700hrs
- B. Normal Straight-Time rates apply during normal business hours Monday-thru-Friday  
Over-Time rates apply after normal business hours, Weekends, and Holidays

- C. There shall be **no half hour or hour minimum charge** on day-time calls  
 Labor and Equipment charges for Day-Time calls shall be billed in fifteen (**15**) minute increments
- D. There shall be a two (2) hour minimum charge for Emergency calls in the Evening hours  
 Evening calls, after the two (2) hour minimum, shall be billed in fifteen (**15**) minute increments

**Labor:**

	<u>Straight-Time</u>	<u>Over-Time</u>
Traffic Signal Technician:	\$ 125.00 / hr	\$ 215.00 / hr
General Laborer:	\$ 75.00 / hr	\$ 115.00 / hr

**Equipment:**

	<u>Straight-Time</u>	<u>Over-Time</u>
Service (Bucket) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Crane (Boom) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Dump Truck:	\$ 25.00 / hr	\$ 25.00 / hr

**Material Rates**

MATERIALS: All material rates shall be set at invoice cost plus an overhead mark-up of: **10%**