

**AMENDMENT TO THE  
CONTRACTOR AGREEMENT ID #A-1819-16  
DATED MARCH 1, 2019 BETWEEN  
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT  
AND ST. FRANCIS ELECTRIC.**

This First Amendment (“Amendment”) to the Contractor Agreement ID # A-1819-16 dated March 1, 2019, is made and entered into this 11th day of December, 2019 by and between the Mountain House Community Services District, (“MHCS D”) and St. Francis Electric (“CONSULTANT”), and is effective as of the commencement date of this Amendment.

**RECITALS**

WHEREAS, on or about March 1, 2019, the Mountain House Community Services District and HDR Engineering, Inc. entered into a Contractor Agreement #A-1819-16 (“Agreement”);

WHEREAS, the Parties wish to amend the following Sections of the Agreement to add a proposal document and scope of work and increase the total compensation amount of the Agreement;

THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1.B of Agreement is hereby amended to read in full as follows:

“CONTACTOR’S Proposals dated December 19, 2018 and August 28, 2019”

2. Section 2 of Agreement is hereby amended to read in full as follows:

“CONTRACTOR agrees to provide street light and traffic signal maintenance services and LED conversion for street, park and safety lighting, per Scope(s) of Service attached to First Amendment dated December 11, 2019 and incorporated therein as Exhibit A to Agreement A-1819-16.”

3. Section 4 of Agreement is hereby amended to read in full as follows:

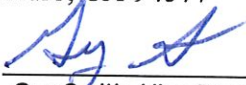
“The compensation shall not exceed the amount of \$2,402,340 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.”

Except as set forth above, each and every provision of the Agreement between the parties shall remain in full force and effect.

MOUNTAIN HOUSE COMMUNITY  
SERVICES DISTRICT

St. Francis Electric  
975 Carden Street  
San Leandro, CA 94577

By:   
\_\_\_\_\_  
Steven J. Pinkerton, General Manager

By:   
\_\_\_\_\_  
Guy Smith, Vice President

Approved as to Form:

By:   
\_\_\_\_\_  
John Bakker, Interim General Counsel

## SECTION 2 – SCOPE OF SERVICES

### TRAFFIC SIGNAL, STREET LIGHT, PARK AND WALKWAY LIGHTING MAINTENANCE SERVICES

#### 1. GENERAL PROVISIONS

##### A. Scope of Work

Contractor shall furnish all labor, material and equipment for ongoing repair, maintenance and preventative maintenance services by qualified licensed electrical contractor for approximately (1098) post top street lights, (514) tear drop street lights, (67) parks lighting, (24) court lights, (16) walkway lights and (9) Signaled intersection and (71) safety lighting as shown in per unit cost basis shown in **Schedules A**, Services for LED conversion in **Schedule B** and maintenance of LED fixtures in **Schedule C**. In addition, to perform all work necessary within the jurisdiction of the MHCSD, all in accordance with the terms herein. Contractor shall do all work and provide material, as an independent contractor, subject to inspection and approval by the MHCSD, or any other agent designated by the MHCSD. Any extra work requested by MHCSD, must be approved in writing by MHCSD prior to start of work, except if requested by Police and Fire in the case of an emergency.

##### B. Quality of Work:

The Director of Public Works (Engineer), or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. Where the Director of Public Works is mentioned in these General Provisions, it shall be noted that his designated representative may act in his behalf regarding administration of this agreement. To ensure consistent quality of the work being performed, the District representative may review all service covered by this contract within 72 hours after work is scheduled to be performed. Any deficiencies shall be recorded on the Performance Deficiency Notification form, see (Appendix B), and submitted to the contractor for review and corrective action. After the correction period allowed in the Performance Deficiency Notification form has passed, the District represent shall re-inspect the deficient work and complete and submit a Performance Deficiency Status Memo, see (Appendix B), to the Contractor. Any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the contractor in the Service Area and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

##### C. Definitions:

All references herein to “District Representative” shall mean the Mountain House Community Services District’s Authorized Representative. All references to “MHCSD” shall mean Mountain House Community services District.

## 2. CONTRACTOR'S RESPONSIBILITY

### A. Experience:

Prior to contract award, the successful Proposer for this contract shall be required to demonstrate to the District that they can successfully perform maintenance work of the type involved in this contract and possesses suitable equipment to perform the work.

### B. Equipment List

1. The District reserves the right to determine the capability of the equipment and to reserve acceptance or rejection of deficient equipment.
2. All Proposers must provide a list of equipment they will use to fulfill the contract. This list must include the make, model, year of equipment and whether the equipment is owned or leased.
3. All equipment necessary to provide the specified maintenance shall be provided and maintained by the Contractor. Equipment shall be safe, proper, efficient, and suited to and for the job.
4. The Contractor shall maintain all equipment in prime working order.
5. Equipment shall have all required safety devices in place and in operation.
6. Installed equipment or replacement equipment shall be in new condition.
7. Equipment operation times and noise levels shall comply with MHCS D requirements.

### C. Reports, Service and Inspections Logs

1. The Contractor will provide the District Representative with all reports as identified throughout this specification. Required documentation shall be provided as described, completed and legible in a timely manner as scheduled. Refer to Appendix A for sample logs and reports.
2. The Contractor shall supply a "30 day start up plan" that shall report the condition of all components of each traffic signal system listed by intersection, General condition of street lighting, general condition of park lighting and facility lighting. Proposals shall be submitted according to contract unit pricing entered in **Exhibit A**.
4. By March 31 of each calendar year thereafter a similar report to the "30 day start up plan" shall be submitted, reporting all deficiencies and recommended improvements.

### D. Payment: Monthly Reports:

The Contractor shall be paid monthly for work performed satisfactorily under this contract. At the completion of each month, the Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment. The annual contract amount shall be divided into 12 equal payments. This is a prevailing wage contract. All Contractor employees must be paid in compliance with all applicable laws and prevailing wage determinations applicable at the time of award or otherwise mandated by changes in laws and/or regulations by Federal and/or State entities with authority over the classifications of workers for this contract. Please refer to <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> for Department of Industrial Relations Prevailing Wage Determination information. Certified payroll reports for all employees performing work on the contract during the billing period, shall be submitted

with each invoice. The Contractor must meet all applicable State and Federal requirements and must be registered with the State Department of Industrial Relations for this project.

1. Payment Withheld: The District may withhold payment to such extent as may be necessary to protect the District from loss due to:
  - a. Work required in the specifications, which is defective, incomplete, or not performed.
  - b. Claims filed or reasonable evidence indicating probable filing of claims.
  - c. Failure of the contractor to make payments properly to subcontractors for materials and labor. A reasonable doubt that the contract may be completed for the balance then unpaid.
  - d. Failure to submit required reports or other documents required by the contract.

### **3. CONTRACT SITES**

See **Exhibit B** – Detail Maps Intersections, Street Lights, Pedestrian Walkways, Parks and Other Facilities.

### **4. RESPONSE TIMES**

The Contractor shall have the capability to receive and to respond immediately to calls during normal working hours and hours outside of normal working hours. Calls of an emergency nature received by the District will be identified as follows:

#### **LEVEL 1**

Contractor shall respond to EMERGENCY calls 24 hours per day, within *two* (2) from time of notification and shall notify the District Representative of lead time and upon completion of the call-out and the work performed.

- Contractor shall designate a contact who shall be available to respond to emergency calls 24 hours per day.
- Contractor shall submit telephone number(s) to the District that can be used to obtain emergency service on a 24-hour basis.

#### **LEVEL 2**

Contractor shall respond to non-emergency calls and work orders that don't pose an immediate threat or safety to the public or District facilities, but may affect normal operations, within *seventy-two hours* (72) from time of notification and shall notify the District Representative upon completion of the call-out and the work performed.

#### **LEVEL 3**

Routine service and maintenance call that do not affect the safety of Mountain House facilities and the public. Service times as described in **Section – 3 Special Provisions**.

### **5. LED CONVERSION PROGRAM**

The Contractor shall provide upgrades/conversion for various neighborhoods, parkway and park existing luminaires, as listed in Appendix C. The conversion program will include retrofits to the existing Metal Halide luminaires and replacement with specified LED modules as shown in Appendix C/Exhibit A/Schedule B. There shall be NO mark-up allowed for the retrofit units

and the District will decide how many and which luminaires should be retrofitted based on the pricing proposal. The District may decide to either award the services on an on-going basis, or select a group of luminaries to be upgraded, or select not to upgrade any of the luminaires. The Contractor shall work with ALR Associated Lightning to receive training and instruction on the upgrades and implement the program. The District has already negotiated the retrofit modules specified in Appendix C.

ALR contact: John Benson, 510-638-183, extension 183.  
[Johnbenson@alr.com](mailto:Johnbenson@alr.com)  
7777 Pardee Lane, Oakland, CA 94621

The following are the LED Retrofit requirements:

Fixture Type	Make	Description	Product Number	Notes
Post Top	Philips Lumec	Z40 Post Top LED Retrofit Kit	ECOSWAP-72034-10-Z40-65W42LED4K-R-RLE3-120-LMS19697A	Standard non-dim version <b>Attachment A</b>
Tear Drop (Double and Single Mast Arm)	Philips Lumec	RN20 Tear Drop LED Retrofit Kit with Type III distribution	[LEDGINE-012]-71297-220-RN20-145W64LED4K-T-ACDR-LE3R-UNV-DMG-LMS16217B	New 140w light engine with LE3R distribution same as supplied with new RN20 LED fixture <b>Attachment B</b>
	Philips Lumec	Control Ready RCD7recepticle with wiring harness option for RN20 Kit	[RETRO-954]-71297-220-RN20-SMA-RCD7-BKTX	Includes new cap with ANSI 7 pin receptacle and new wire harness to make them control ready <b>Attachment C</b>
Tear Drop (Traffic Safety Lighting)	Philips Lumec	RN20 Tear Drop LED Retrofit Kit with Type IV distribution	[LEDGINE-012]-71297-220-RN20-145W64LED4K-T-ACDR-LE4R-UNV-DMG-LMS16217B.	New 140w light engine with LE4R distribution same as supplied with new RN20 LED fixture <b>Attachment D</b>
	Philips Lumec	Control Ready RCD7recepticle with wiring harness option for RN20 Kit	[RETRO-954]-71297-220-RN20-SMA-RCD7-BKTX	Includes new cap with ANSI 7 pin receptacle and new wire harness to make them control ready
Control Node	Escelon	Node for RN20 LED retrofit kits	TOP900TLX-E-GPS-BLK.	Only for Tear Drops <b>Attachment E</b>
Illuminated Bollards	Green Creative	LED Retrofit for existing Hadco TB361 Bollards	Model# 16.5A21/840/277V	Lamp will fit in existing medium base socket but will require removing the ballast assembly and connect line voltage direct to the socket per the attached instructions <b>Attachment F.</b>

### LED Conversion List

NOTE: The MHCSD will select which neighborhoods are to be converted and will provide the order of conversion to the contractors.

Type	Existing Wattage	Total	Neighborhood or Location	Notes
Tear Drop Double Mast	2- 250 W	118	Wicklund	Replace with 7-pin retrofit module and Echelon unit as optional
		150	Bethany	
		88	Altamont	
		70	MH Parkway	
		48	Questa	
<b>Total</b>		<b>474</b>		
Tear Drop Single Mast	250 W	32	Wicklund	Replace with 7-pin retrofit module and Echelon unit as optional
		8	Questa	
		71	Safety Lights at Intersections	
<b>Total</b>		<b>110</b>		
Post Top	100 W	275	Wicklund	
		290	Bethany	
		224	Altamont	
		67	Park Lights	
<b>Total</b>		<b>856</b>		
Bollards	100 W	16	Walkway Lights	Replace with Screw-In Lamp at specified wattage
<b>Total</b>		<b>16</b>		
Court Lighting	1000 W	24	Basketball and Tennis Courts	Replace entire fixture
<b>Total</b>		<b>24</b>		

### 6. SAFETY REQUIREMENTS

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls.

The District reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

- A. Hazardous Conditions: The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from the contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the District Representative.
- B. Spills/Leaks: The Contractor must submit a written plan for the emergency cleanup of any leaks or spillage of hydraulic fluid, oils, and any other potentially hazardous materials.
- C. Traffic Control: During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways to cause a minimum of inconvenience to the public. The Contractor shall hold the District harmless from

all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon.

- The Contractor shall comply with all local, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the MHCS D, vendors, members of the public or others from foreseeable injury or damage to their property.
- Employees performing work in the median shall wear an approved ANSI Class II safety vest as an outer garment at all times.
- Means of ingress and egress for occupants of property or buildings shall be provided at all times unless otherwise approved by the District.
- Contractor shall notify the District Representative of intent to begin work at least five (5) days before work is begun if the work shall include the closure of any traffic lane unless the work is of a re-occurring nature, and a one-time submittal of a traffic control plan was completed and approval received prior to the initiation of the work.
- The Contractor shall cooperate with local authorities and all other District departments relative to handling traffic through the area and shall make his/her arrangements relative to keeping the working area clear of vehicles.
- When entering or leaving roadways carrying traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls.
- All lane closures shall require the completion and District approval of a traffic control plan prior to conducting work.
- Contractor shall provide a Type B flashing sign arrow boards for all lane closures.
- The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossing through the construction area.
- Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

## **7. EXTRA WORK**

Upon written approval, the CONTRACTOR shall do all repairs and replacements in accordance the current MHCS D Standards, Specifications and Details (available for purchase for \$100 at MHCS D) and/or California State Transportation Agency, Department of Transportation current Standard Specifications, whichever is applicable. The CONTRACTOR will also repair or replace, as directed, Street light pole assemblies, which have been physically damaged by cars, trucks, or



other causes. All repairs shall be in accordance to the MHCS D's current Standards, Specifications and Details and/or California State Transportation Agency, Department of Transportation current Standard Specifications, whichever is applicable.

- A. CONTRACTOR shall provide proposals with itemized labor and materials to the Designated Representative with unit priced labor and materials listed in Exhibit A. Proposal and shall be submitted for approval to the O&M Superintendent or Designated Representative prior to any repairs.
1. When required by the Authorized District Representative, an estimate of cost will be submitted for approval prior to work being done.
  2. The Contractor shall maintain records sufficient to distinguish the direct cost from other operations, and shall invoice extra work on forms furnished by the Contractor, itemizing all costs for labor, materials, and equipment rental (Maximum 10% markup will be allowed).
  3. The invoice shall specify the number of hours worked. The following procedure will govern such extra work:
  4. Work will be executed under the direction of the Authorized District Representative on a time and material basis consistent with the Detailed Pricing Sheet unit pricing in **Appendix C Exhibit A** or an agreed lump sum, depending on the nature of work.
  5. The MHCS D will issue a work request for such extra work to be performed.
  6. Extra work will not be initiated without written authorization by the MHCS D, except in emergencies.

## 8. PENALTY FOR NON-CONFORMANCE WITH SPECIFICATIONS

- A. Contractor shall not be deemed to be in default if performance of the obligations required by this contract is delayed, disrupted, or becomes impossible because of any act of nature, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties ("Force Majeure"). Upon occurrence of any such event, Contractor shall operate servicing all lighting facilities on a "best reasonable effort" basis and shall not be responsible for damages, fines, penalties, or claims resulting therefrom. If there is a reduction of services, payments shall be reduced subject to a mutually negotiated change. If Contractor incurs additional expenses of more than \$1,000 hereunder, it shall be subject to a mutually agreed change in price consistent with extra work costs in **Exhibit A**.

## 9. PREVAILING WAGES

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Copies of such prevailing rate of per diem wages can be found at the following website:

<http://www.dir.ca.gov/DLSR/PWD/index.html>

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject

to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

## **10. Performance Standards**

MHCS D manages Work Request through the GovOutreach software. Contractor will be provided access to the GovOutreach system to manage work requests.

When a request for services is generated using GovOutreach, CONTRACTOR shall log in to GovOutreach to check open tickets the contractor shall respond to each ticket within 72 business hours with a scheduled response date entered in the notes section. CONTRACTOR shall submit a detailed description of the repair, update and close the work order.

CONTRACTOR shall enter an update status in GovOutreach if the primary repair was unsuccessful and follow up service is needed. A follow-up date must be entered with a description of the intended repair.

The system will track responsiveness using clearing times based on the priority assigned to the ticket. Priorities are suggested by the request generator but confirmed by MHCS D Staff. Performance will be measured by the successful repair and closing sequence of each ticket.

CONTRACTOR agrees to the following preventative maintenance (After each routine visit, provide a report to the MHCS D Representative of any observances, emergency repairs or concerns with each intersection.)

Street light, Park and Walkway lighting and Signal maintenance services shall be performed in accordance with accepted standards for routine and emergency Street light, Park and Walkway lighting and Signal maintenance services. Additional performance standards include:

- Caltrans Standard Plans, May 2015
- Caltrans Standard Specifications, May 2015
- Chapter K of Caltrans Maintenance Manual, dated July 2014, or the most recent edition
- National Electric Code (NEC) 2011 with California Electric Code Amendments 2017, or the most recent edition
- California Manual of Uniform Traffic Control Devices (MUTCD), 2012 Edition with most recent addenda or updates

## **11. Warranty**

Contractor shall manage all lighting and traffic signal related materials and devices under warranty. During the manufacturer's warranty period, the Contractor shall be responsible for

making contact with the equipment manufacturer regarding any service determined to be under warranty. The Contractor shall replace the warranted materials (or replace with temporary equipment pending replacement material from manufacturer) without any charges to the District.

A minimum of a twelve (12) month warranty shall apply to all work and materials installed by Contractor. During the Contractor's warranty period, the Contractor shall be responsible for repairing and/or replacing the equipment without any charges to the District. The warranty on the repaired or replaced equipment shall again commence with the date of repair or replacement of equipment.

A minimum three (3) month warranty shall apply to all temporary replacement equipment installed by the Contractor. During the three (3) month warranty period, the Contractor shall be responsible for repairing and/or replacing the equipment without any charges to the District. A new warranty period shall begin for all repaired or replaced equipment commencing with the date of repair or replacement of equipment.