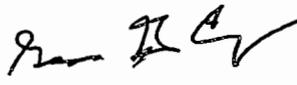


**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Sean Corrigan, P.E., City Engineer/Public Works Director 
Prepared by: Shaun Kroes, Program Manager 

DATE: October 13, 2016 (CC Meeting of 10/19/16)

SUBJECT: Consider Amendment No. 2 to Agreement with Siemens Industry, Inc. for Traffic Signal Maintenance Services, and Resolution Amending the Fiscal Year 2016/17 Budget

DISCUSSION

On November 1, 2004, the City and Republic Electric, Inc. (Republic) executed an agreement for traffic signal maintenance services (Agreement). On July 1, 2010 the Agreement was extended to a year to year basis per the terms of the agreement. On January 29, 2013, the City and Republic executed Amendment No. 1 which changed the name of the contractor from Republic Electric, Inc. to Siemens Industry, Inc. (Siemens).

At the time the Agreement was originally awarded, there was no compensation limitation established, though staff did estimate an annual cost of \$35,754.00 for traffic signal maintenance services. As City traffic signals age, an increasing number of outages have negatively impacted the traffic signal repairs portion of the budget. As part of these repairs, signal cabinet modifications have been made to improve reliability. Annual traffic signal maintenance costs (routine and extraordinary repairs combined) have been averaging more than \$50,000.00. In addition, the Agreement was used in some instances for additional work related to traffic signal intersections. For example, in FY 2015/16, the City used Siemens to install pedestrian countdown timers at 8 City intersections, for a cost of \$18,950.55. Since the original award of Agreement in 2004, the City has spent \$659,032.62.

Staff is proposing revisions to the Agreement through Amendment No. 2 (Attachment 1), that will establish an annual not-to-exceed amount of \$65,000.00 per fiscal year. Amendment No. 2 also revises the annual rate increase calculator, which changes the Consumer Price Index calculation time period from, "...the twelve month period ending with the month of May immediately preceding each contract year..." to the month of April.

Adjusting the time period from May to April provides the City and Contractor sufficient time to return to Council before the beginning of the following Fiscal Year to request a rate increase if the increase exceeds the revised not-to-exceed rate increase of 5.00% (reduced from 7.00%).

FISCAL IMPACT

The Fiscal Year 2016/17 Budget for Street Maintenance Division (8310) includes \$75,000.00 to be allocated between Hartzog & Crabill, Inc. (traffic engineering services), and Siemens (signal maintenance) in 2000.8310.0000.9253. There is \$50,000.00 currently available for Siemens. Staff is requesting a budget amendment (Attachment 2) for an additional \$15,000.00 from the Traffic Safety Fund (2000) to cover signal maintenance services through June 30, 2017.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Authorize the City Manager to sign Amendment No. 2 to the Agreement with Siemens Industry, Inc., for traffic signal maintenance services, establishing an annual not-to-exceed amount of sixty-five thousand dollars (\$65,000.00), subject to final language approval by the City Manager; and
2. Adopt Resolution No. 2016-_____.

Attachments:

1. Amendment No. 2
2. Resolution

**AMENDMENT NO. 2
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Amendment No. 2 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Siemens Industry, Inc., a corporation ("Contractor"), for traffic signal maintenance services ("Agreement"), is made and entered into the ____ day of _____, 2016.

RECITALS

WHEREAS, on November 1, 2004, the City and Contractor entered into an Agreement to have the Contractor provide certain traffic signal maintenance services; and

WHEREAS, on July 1, 2010, the Agreement was extended to a year to year basis per the Term of the Agreement; and

WHEREAS, on January 29, 2013, Amendment No. 1 to the Agreement was executed, changing Contractor's name from Republic Electric, Inc. to Siemens Industry, Inc.; and

WHEREAS, City and Contractor now desire to amend the Agreement to establish an annual not-to-exceed amount of sixty-five thousand dollars (\$65,000.00), update the Term of Agreement language to reflect the Agreement continuing until terminated, and update the annual cost-of-living formula with a lower maximum annual exceedance percentage of five percent (5%), and document said agreement to amend by jointly approving Amendment No. 2 to the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section 1, Term of Agreement, is amended by replacing this section in its entirety as follows:

"The term of this Agreement shall become effective on the day and year first written above, and shall continue in effect until terminated by the City or Contractor. The City may terminate this Agreement at any time, with or without cause, by providing thirty (30) days written notice to Contractor, unless sooner terminated for cause as specified in Section 14. Contractor may terminate this Agreement at any time, with or without cause, by providing sixty (60) days written notice to the City. The obligations of Contractor with respect to indemnifying, defending and holding harmless City shall survive the termination of this Agreement."

II. Section 4, Signals Maintained, is revised to replace Exhibit B, Signalized Intersections Maintained by the City of Moorpark, with an updated and current Exhibit B dated October 13, 2016. All other provisions of Section 4 shall remain in full force and effect.

III. Section 5.1, Costs, is amended by replacing this section in its entirety as follows:

“Routine Maintenance shall be provided at the unit flat rate per traffic signal per month specified in Exhibit D, attached hereto and incorporated herein by reference. Extraordinary Maintenance services shall also be provided at the rates specified in Exhibit D. Material costs shall be paid at actual cost plus the “mark-up” specified in Exhibit D. The cost of providing maintenance services shall not exceed sixty-five thousand dollars (\$65,000.00) per fiscal year, beginning Fiscal Year 2016/17 without an amendment to the Agreement approved by the City Council.

The cost of maintenance of signal controllers accessories and systems shall be dependent upon the type of service performed and not upon the type of signal controller, accessory, or system that is serviced.”

IV. Section 5.2, Annual Cost of Living Adjustment, is amended by replacing this section in its entirety as follows:

“Effective July 1, 2017, and July 1 of each successive year, Contractor may adjust the rates set forth on Exhibit D, based on an increase by the percentage change in the Consumer Price Index (All Urban Consumers; Los Angeles-Riverside-Orange County). The calculation shall be made using the month of April over the month of April in the prior year. Contractor shall provide a revised rate sheet with any rate adjustments to the City no later than June 1 prior to the effective July 1 rate increase. Any such annual adjustment that equals or exceeds five percent (5%), and any other adjustments in the rates, shall require prior written approval of the City Council.”

V. Section 7.4.a) Labor, is amended by replacing the first paragraph in its entirety as follows:

“For labor used in Extraordinary Maintenance service at the hourly rate specified in Exhibit D. Said hourly rates shall be the total cost to City and shall include all compensation for wages, overhead, any fringe benefits including but not limited to employer payments to, or on behalf of, employees for health and welfare, insurance, workers compensation, pension, vacation, sick leave, or any local, state, federal or union tax or assessment.”

VI. Section 7.4.b) Materials, is amended by replacing this section in its entirety as follows:

“For materials used in extraordinary maintenance service, Contractor’s cost from supplier, plus the percentage specified in Exhibit D. All materials and parts shall be new- or shall have the approval of the Director if not new. City has the right to inspect Contractor records to

verify the costs of any materials used in extraordinary maintenance service.”

VII. Section 7.4.c) Equipment, is amended by replacing the first paragraph in its entirety as follows:

“For equipment used in extraordinary maintenance service on a job-trip basis rate as specified in Exhibit D, which shall constitute total rates to be paid by City when specified equipment is used.”

VIII. Remaining Provisions:

Except as revised by this Amendment No. 2, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Amendment to be executed the day and year first above written.

CITY OF MOORPARK

SIEMENS INDUSTRY, INC.

Steven Kueny
City Manager

Michael Hutchens
Operations Manager

Attest:

Maureen Benson, City Clerk

List of City Signals

1. Campus Park Drive @ Collins Drive
2. Campus Park Drive @ Delfen Street
3. Princeton Ave @ Condor Drive
4. Princeton Ave @ High Street/Spring Road
5. Miller Parkway @ Patriot Drive
6. Miller Parkway @ Peach Hill Road
7. Spring Road @ Flinn Ave/ 2nd Street
8. Spring Road @ Peach Hill Road
9. Tierra Rejada Road @ Sunset Valley Road
10. Tierra Rejada Road @ Miller Parkway/ Moorpark Road
11. Tierra Rejada Road @ Spring Road
12. Tierra Rejada Road @ Peach Hill Road
13. Tierra Rejada Road @ Walnut Creek Road
14. Tierra Rejada Road @ Mountain Meadow Drive
15. Tierra Rejada Road @ Mountain Trail Street
16. Tierra Rejada Road @ High School Entrance
17. Tierra Rejada Road @ Countrywood Drive
18. Spring Road @ Charles Street
19. Spring Road @ Elk Run Loop
20. Spring Road @ Ridgecrest Drive
21. Collins Drive @ University Drive
22. Ridgecrest Drive @ Elk Run Loop

CAMPUS PARK DRIVE AT:

- ① COLLINS DRIVE
- ② DELFEN STREET

PRINCETON AVENUE AT:

- ③ CONDOR DRIVE
- ④ SPRING ROAD / HIGH STREET

MILLER PARKWAY AT:

- ⑤ PATRIOT DRIVE
- ⑥ PEACH HILL ROAD

SPRING ROAD AT:

- ⑦ 2ND STREET / FLINN AVENUE
- ⑧ PEACH HILL ROAD
- ⑱ CHARLES ST
- ⑲ ELK RUN LOOP DR
- ⑳ RIDGECREST DR

COLLINS DRIVE AT:

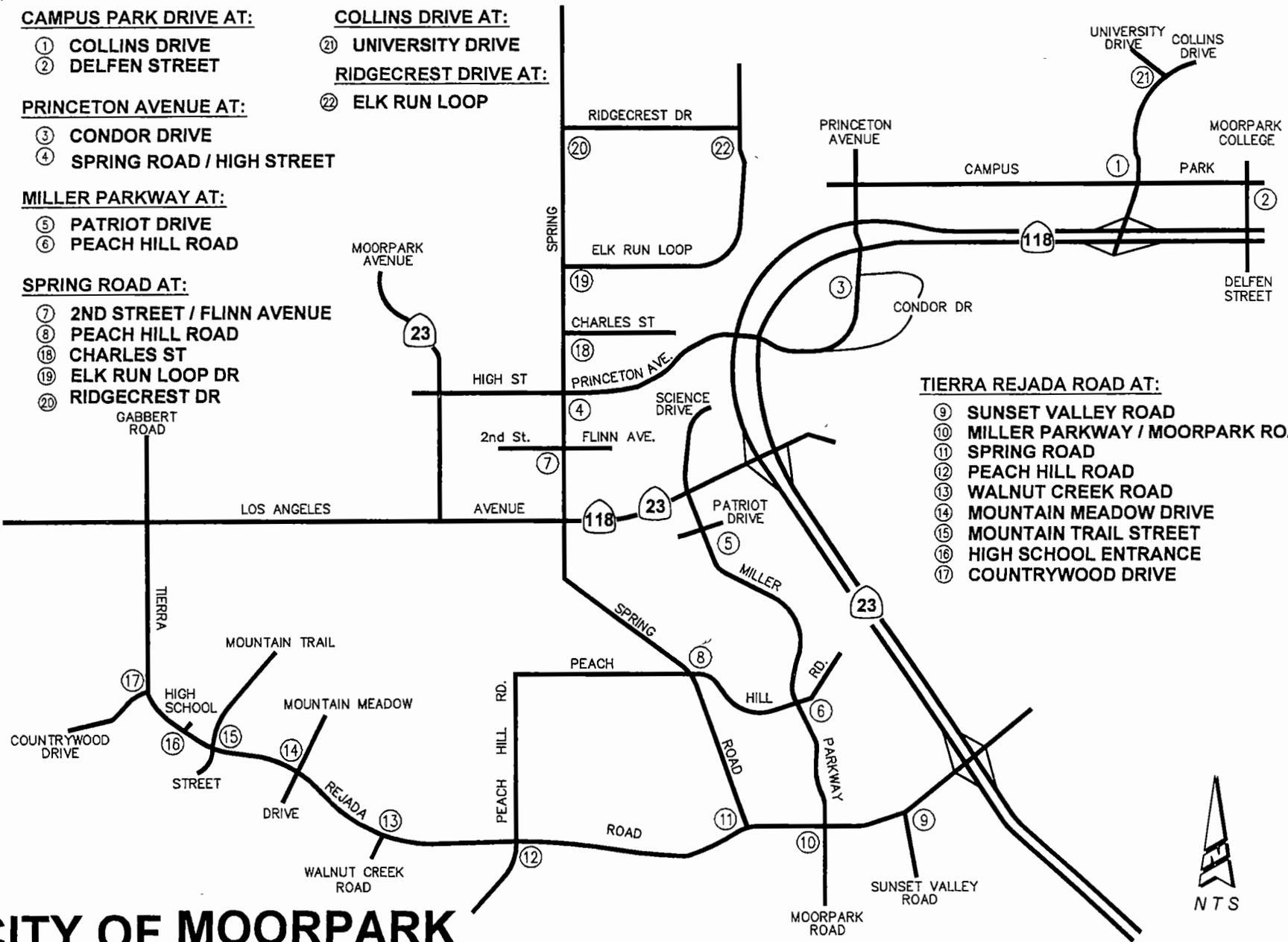
- ⑳ UNIVERSITY DRIVE

RIDGECREST DRIVE AT:

- ㉒ ELK RUN LOOP

TIERRA REJADA ROAD AT:

- ⑨ SUNSET VALLEY ROAD
- ⑩ MILLER PARKWAY / MOORPARK ROAD
- ⑪ SPRING ROAD
- ⑫ PEACH HILL ROAD
- ⑬ WALNUT CREEK ROAD
- ⑭ MOUNTAIN MEADOW DRIVE
- ⑮ MOUNTAIN TRAIL STREET
- ⑯ HIGH SCHOOL ENTRANCE
- ⑰ COUNTRYWOOD DRIVE



**CITY OF MOORPARK
SIGNAL LOCATION MAP**

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Exhibit D
Schedule of Rates and Charges

I. Routine Maintenance

Description	Amount
Monthly Service Change	\$89.59 per Intersection

II. Extraordinary Maintenance

A. Labor Changes	Straight Time	Overtime Per
1) Operations Superintendent	\$80.10	\$120.15 per hour
2) Engineering Technician	\$80.10	\$120.15 per hour
3) Leadman	\$63.24	\$94.86 per hour
4) Traffic Signal Technician	\$63.24	\$94.86 per hour
5) Traffic Signalman	\$57.97	\$86.96 per hour
6) Traffic Signal Laborer	\$57.97	\$86.96 per hour

B. Equipment Use Charges	Amount
1) Passenger Vehicle	\$21.08 per trip
2) Pick-up Truck	\$21.08 per trip
3) Service (Utility) Truck	63.24 per trip
4) Paint Rig Truck	\$52.70 per trip
5) Teista (hydraulic man-lift/bucket) Truck	\$79.05 per trip
6) Air Compressor	\$26.35 per trip
7) Water Truck	\$26.35 per trip
8) Concrete Saw	\$26.35 per trip

C. Material Mark-up	Amount
Percent Mark-up Over Supplier's Invoice	15.00%

D. Loop Installation (per Job)	Amount
1) 1 to 4 loops	\$368.90 per loop
2) 5 to 12 loops	\$337.28 per loop
3) 13 to 20 loops	\$316.20 per loop
4) More than 20 loops	\$295.12 per loop

E. Rental Rates	Amount
Controller/Cabinet with all appurtenances	\$632.40 per month

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2016/17 BUDGET TO APPROPRIATE FUNDS FROM TRAFFIC SAFETY FUND (2000), FOR TRAFFIC SIGNAL MAINTENANCE

WHEREAS, on June 15, 2016, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year 2016/17; and

WHEREAS, the adopted budget included \$75,000.00 appropriation in the Street Maintenance Department (8310) for traffic signal repair services; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustment increase of \$15,000.00 from Traffic Safety Fund (2000); and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and its resultant impact to the budget line item.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That a budget amendment in the aggregate increase of \$15,000.00 as more particularly described in Exhibit "A", is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 19th day of October, 2016.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Appropriation and Budget Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
TRAFFIC SAFETY FUND (2000)
TO APPROPRIATE FUNDING FOR SIGNAL MAINTENANCE
FY 2016-2017**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
TRAFFIC SAFETY	2000-5500	\$ 15,000.00
Total		\$ 15,000.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
2000.8310.0000.9253	\$ 75,000.00	\$ 15,000.00	\$ 90,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 75,000.00	\$ 15,000.00	\$ 90,000.00

Finance Approval: *Sgt*