



MEETING DATE: 6/19/06
ITEM NO. 5

COUNCIL AGENDA REPORT

DATE: JUNE 14, 2006
TO: MAYOR AND TOWN COUNCIL
FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: SIGNAL AND STREET LIGHT MAINTENANCE
ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT AGREEMENT WITH REPUBLIC ELECTRIC TO PROVIDE SIGNAL AND STREET LIGHT MAINTENANCE SERVICES IN THE TOWN OF LOS GATOS

RECOMMENDATION:

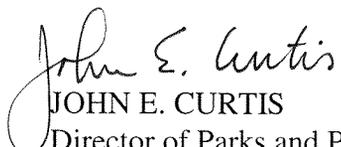
Adopt resolution (Attachment 1) authorizing the Town Manager to execute an amendment (Exhibit A) to the contract agreement (Attachment 2) with Republic Electric to provide signal and street light maintenance services in the Town of Los Gatos.

BACKGROUND:

The Town of Los Gatos has been using contractors to assist the Town in the Traffic Signal and Street Light Preventive Maintenance and Repair Program. These contractors are reviewed each year by the appropriate Town department and staff to insure that we are satisfied with the services provided and that Town residents receive quality service.

On September 19, 2005, the Town Council authorized the Town Manager to execute a contract agreement with Republic Electric to provide signal and street light maintenance services. Their contract will expire on June 30, 2006.

Staff prepared a request for proposals and interviewed three firms last year and selected Republic Electric as the most qualified firm with very competitive rates to provide the maintenance service for the Town.

PREPARED BY: 
JOHN E. CURTIS
Director of Parks and Public Works

Reviewed by: PS Assistant Town Manager OK Attorney _____ Clerk Administrator _____
Finance gr Community Development _____ Revised: 6/14/06 2:59 pm

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MAYOR AND TOWN COUNCIL
SUBJECT: SIGNAL AND STREET LIGHT MAINTENANCE
JUNE 14, 2006

DISCUSSION:

Republic Electric has been working for the Town for several years and is very familiar with the Town and its signal and street light related issues. The Town is happy with their services and desires to continue working with this contractor. Republic Electric is the most qualified company with the most resources and the lowest maintenance cost to the Town.

CONCLUSION:

It is recommended that the Council adopt the attached Resolution authorizing the Town Manager to execute an amendment to the Contract Agreement to extend the agreement with Republic Electric for one more year. The billing rates for Republic Electric will be adjusted for FY 2006-07 by the Consumer Price Index (CPI) at 3.16%, which is consistent with similar contracts and rate increases we have for FY 2006-07 (Attachment 4).

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to Sections 15301 (c), 15303(e) and 15304(b) of the State CEQA guidelines.

FISCAL IMPACT:

Sufficient funds are available for this agreement in the FY 2006/07 adopted budget - Streets Program 5050.

Attachments:

1. Resolution approving amendment to the contract agreement (Exhibit A) with Republic Electric
2. Original Contract Agreement dated October 12, 2005
3. Cost Proposal for Annual Maintenance Cost and Unit Cost for Various Repair Items
4. Email (PDF) file from Republic Electric dated June 13, 2006

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
APPROVING AN AMENDMENT TO THE CONTRACT AGREEMENT WITH
REPUBLIC ELECTRIC
TO PERFORM SIGNAL AND STREET LIGHT MAINTENANCE
IN THE TOWN OF LOS GATOS**

WHEREAS, it is necessary for the Council to secure a contractor to provide Signal and Street Light Maintenance services in the Town of Los Gatos; and

WHEREAS, the Town Council has selected the firm of Republic Electric to provide contract services in connection with Signal and Street Light Maintenance services and desires to extend their contract for one more year; and

WHEREAS, the billing rates for Republic Electric will be adjusted for FY 2006-07 by the Consumer Price Index (CPI) at 3.16%,

NOW, THEREFORE, IT IS RESOLVED that the Town Council of the Town of Los Gatos hereby approves the attached amendment to the Contract Agreement (Exhibit A) with the firm of Republic Electric to provide services in connection with Signal and Street Light Maintenance; and

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute said amendment to the Contract Agreement on behalf of the Council.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos held on the 19th day of June, 2006, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

Attachment 1

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into this _____ day of _____, 2006, by and between the **Town of Los Gatos**, State of California, herein called "Town," and **Republic Electric**, herein called "[Contractor]."

RECITALS

- A. Town and Contractor entered into an agreement to provide Signal and Street Light Maintenance services on October 12, 2005 ("Agreement"), a copy of which is attached hereto as (Exhibit A) and incorporated herein by reference.
- B. The Amendment is necessary to assist the Town in the Traffic Signal and Street Light Preventive Maintenance and Repair Program.

AMENDMENT

- 1. The Agreement is hereby amended to extend the agreement for a period of one more year from July 1, 2006 through June 30, 2007.
- 2. The Agreement is hereby amended to adjust the billing rates for Republic Electric for FY 2006-07 by the Consumer Price Index (CPI) at 3.16%.
- 3. All other terms and conditions of the Agreement of October 12, 2005 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Contractor have executed this Amendment to the Agreement as of the date indicated on page one (1).

Town of Los Gatos, by:

By: **Republic Electric**
371 Bel Marin Keys Boulevard - #200
Novato, CA 94949-5699

Debra J. Figone, Town Manager
Town of Los Gatos

Recommended by:

John E. Curtis
Director of Parks and Public Works

(Signature)

Approved as to Form:

Orry P. Korb, Town Attorney

(Print Name)

ATTEST:

Marlyn Rasmussen, Clerk Administrator

Exhibit A

TOWN OF LOS GATOS
Form of Contract Agreement
For
**TRAFFIC SIGNAL AND STREET LIGHT PREVENTATIVE MAINTENANCE AND
REPAIR
PROGRAM 2005-06**

CLERK DEPARTMENT
AGR 05.160
IIIH 05 096
ORD Exp 4/12/06
RESO _____

This Agreement is made and entered into this 12 day of Oct 2005 by and between the **Town of Los Gatos** (hereinafter called Town) and **Republic Electric** (hereinafter called Republic). Witnesseth, that the Town and Republic, for the considerations hereinafter named, agree as follows:

I - Scope of Work

Republic hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the plans and described in the specifications for the project entitled: **Signal and Street Light Maintenance Services, 2005/2006**, all in accordance with the requirements and provisions of the Contract Documents as defined in the Special Provisions (**Exhibit B**) which are hereby made a part of this Agreement.

II - Time of Completion

- (a) The work to be performed under this Contract shall be commenced with **five (5) calendar days** after the date of written notice by the Town to Republic to proceed.
- (b) The work shall be completed between September 1, 2005 and June 30, 2006, and after the date of such notice and with such extensions of time as are provided for in the General Conditions.
- (c) At the discretion of the Town, this contract can be renewed for up to three subsequent two year terms at the same costs with Republic's consent.

III - Liquidated Damages

It is agreed that, if the work required by the contract is not finished or completed within the specified time limits as set forth in the Special Provisions and the contract, damage will be sustained by the Town, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that Republic will pay to the Town, **\$500** per hour, as specified in the special provisions; and Republic agrees to pay said liquidated damages herein provided for, and further agrees that the Town may deduct the amount thereof from any moneys due or that may become due Republic under the contract.

IV - Insurance

Section 4.1 - Republic's Insurance

Republic shall maintain throughout the term of the agreement the following insurance coverage, and upon request shall provide Republic certificates of policies evidencing the following coverage:

- 1. Workers' compensation coverage in accordance with the laws of the State of Service.
- 2. Commercial general liability insurance with the following minimum limits of liability:
 - \$1,000,000 Each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products aggregate
 - \$1,000,000 Personal and advertising injury

3. Contractual liability insurance with minimum limits of \$1,000,000.
4. Comprehensive automobile liability insurance with the minimum limits of liability at \$1,000,000 combined single limit.

All insurance policies shall be written by reputable companies, authorized to issue insurance in the State where work is performed, and shall name Republic as an additional insured party by primary insured endorsement to such policies. Each policy shall provide that it will not be canceled or amended except after thirty (30) days advance written notice to Republic, mailed to the address indicated in the Agreement.

V - Indemnification and Liability

Section 5.1 - Indemnification by Republic

Notwithstanding the provisions of Section 5.4 herein, Republic shall be liable for any claim, lawsuit, or damage to the property or facilities of the Town that results from an error or omission by Republic. Republic shall indemnify, defend and hold harmless the Town and its officers, directors, affiliates, agents, and employees from and against all claims, actions, damages, losses, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from a breach of this Agreement or the performance of the services performed under this Agreement, provided that such claim, actions, damage, loss or expense is caused in whole or in part by any act or omission of Republic, or any subcontractor of Republic, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 5.2 - Third Party Claims

Promptly after the receipt by a party to this Agreement of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement (collectively, an "Action") which is subject to indemnification, such party (the "Indemnified Party") shall give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party." The Indemnified Party's failure to so notify the Indemnifying Party of any such matter shall not release the Indemnifying Party, in whole or in part, from its obligation to indemnify under this Agreement, except to the extent the Indemnified Party's failure to so notify actually prejudices the Indemnifying Party's ability to defend against such action. The Indemnified Party shall be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any such action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, shall:

1. Admit to the Indemnified Party, the Indemnifying Party's liability to the Indemnified Party for such action under the terms of the Agreement.
2. Notify the Indemnified Party in writing of the Indemnifying Party's intention to assume the defense, and;
3. Retain legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such action.

The indemnified Party and the Indemnifying Party shall cooperate with the party assuming the defense, compromise or settlement of any such action in any manner that such party reasonably may request. If the Indemnifying Party so assumes the defense of any such action, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement, but the fees and expenses of such counsel shall be the expense of the Indemnified Party unless:

- a. The Indemnifying Party has agreed to pay such fees and expenses.
- b. Any relief other than the payment of money damages is sought against the Indemnified party or
- c. The Indemnified Party shall have been advised by its counsel that there may be one or more legal defenses available to it, which are different from or additional to those available to the Indemnifying Party, and in any such case the fees and expenses of such separate counsel shall be borne by the Indemnifying Party.

No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed, after reasonable notice, to undertake control of such action in the manner provided above in this section. No Indemnifying Party shall, without the written consent of the Indemnified Party, settle or compromise or consent to entry of any judgment with respect to any action in which any relief other than the payment of money damages is sought against any Indemnified Party unless such settlement, compromise or consent includes as an unconditional term thereof the giving by the claimant, petitioner or plaintiff, as applicable, to such Indemnified Party of a release from all liability with respect to such action.

Section 5.3 - Liability for Damaged Facility

In the event of any damage to Town property, which in the opinion of the Town may be related to the services performed hereunder, Town shall immediately (after making the site safe) but no later than 12 hours notify Republic to investigate such damage, and Republic shall submit a written investigation report to Town within 10 business days. If Republic is notified of damage later than 12 hours, Republic will still investigate but will not be held liable to Town's property. Should the investigation reveal that the damage resulted directly from an error or omission of Republic, or because Republic failed to perform work within reasonable accuracy as defined herein, Republic shall reimburse Town for repair and restoration costs of said facility not to exceed \$1,000 per incident. Republic shall not be responsible for down time/delays due to any facility damages.

VI - The Contract Sum

The Town will pay to Republic Electric for the performance of the Contract annual maintenance costs of \$74,109 per total number of traffic signals and street lights as shown on **(Exhibit B)**. Any work outside of the regular scheduled maintenance shall be paid based of unit costs for various items as shown on **(Exhibit B)**.

VII - Payments

Republic shall bill the Town monthly for routine preventive maintenance, and as performed for all other work.

VIII - Acceptance and Final Payment

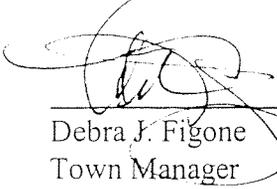
- (a) Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall within 5 days make such inspection.
- (b) Before final payment is due, Republic shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens Republic may submit, in lieu of evidence of payment, a surety bond satisfactory to the Town guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- (c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Town, other than those arising from any of the following: (1) unsettled liens; (2) faulty work appearing within 12 months after final payment; (3) requirements of the specifications; or (4) manufacturers' guarantees. It shall also constitute a waiver of all claims by Republic, except those previously made and still unsettled.
- (d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of Republic, and the Engineer so certifies, the Town shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

IN WITNESS WHEREOF, Town and Republic have caused their authorized representatives to execute this Agreement the day and year first written above.

TOWN OF LOS GATOS:

REPUBLIC:



Debra J. Figone
Town Manager



(Signature)

RECOMMEND BY:

JAMES A. WAGNER

(Print Name) VP

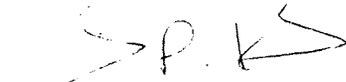


John E. Curtis
Director of Parks and Public Works

371 Bel Marin Keys Blvd, #200

(Address, City, State, Zip)
NOVATO, CA 94949

APPROVED AS TO FORM:



Ofry P. Korb
Town Attorney

647154

(Contractor's License Number)

ATTEST:



Marilyn Rasmussen
Clerk Administrator

10/12/05

Los Gatos TS and SL Maintenance - RFP
Proposed FY 06-07 Rates

A. STREETLIGHT MAINTENANCE AND REPAIR - FLAT RATES			
1. Monthly Rates	\$	1.33	per streetlight
B. TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE - FLAT RATES			
Option 1			
1. Monthly PM	\$	101.10	
2. Semiannual PM (Including Monthly)	\$	204.26	
3. Annual PM (Including Semiannual)	\$	616.90	
Option 2			
1. Monthly PM	\$	67.05	
2. Semiannual PM (Including Monthly)	\$	170.21	
3. Annual PM (Including Semiannual)	\$	582.85	
C. LABOR RATES FOR EXTRA WORK			
		RT	1.5X
			2X
Traffic Signal Maintenance Electrician - Foreman	\$	96.97	\$ 137.20
Traffic Signal Maintenance Electrician	\$	86.65	\$ 121.73
Laborer	\$	55.71	\$ 82.53
D. EQUIPMENT RATES FOR EXTRA WORK			
		Hourly	Per Job
Bucket Truck	\$	25.79	\$ 103.16
Crane	\$	56.74	\$ 206.32
Dump Truck	\$	15.47	\$ 61.90
Compressor with tools	\$	15.47	\$ 61.90
E. MISC. STREETLIGHT SERVICES			
1. Convert Merc. Vapor Fixture to HPS	\$	283.69	EA
2. Annual Relamping - Lamp and Photocell	\$	39.20	EA
F. MISC. TRAFFIC SIGNAL SERVICES			
1. Cabinet Test/Certify - 21 day	\$	980.02	EA
2. Loops			
a. 6x6			
1. 1 to 4	\$	618.96	EA
2. 5 to 8	\$	500.33	EA
3. 9 or more	\$	438.43	EA
b. 6x15	\$	-	
1. 1 to 4	\$	928.44	EA
2. 5 to 8	\$	902.65	EA
3. 9 or more	\$	876.86	EA
c. 6x30	\$	-	
1. 1 to 4	\$	1,237.92	EA
2. 5 to 8	\$	1,134.76	EA
3. 9 or more	\$	1,083.18	EA
d. 6x2 - bicycle loop 1 to 4	\$	618.96	EA
3. LED Modules (Gelcore or approved eq.)	\$	-	
a. For Non-PV Heads	\$	-	
1. Red	\$	115.54	EA
2. Yellow	\$	125.86	EA