



MEETING DATE: 6/15/09  
ITEM NO:

16

## COUNCIL AGENDA REPORT

DATE: MAY 18, 2009

TO: MAYOR AND TOWN COUNCIL

FROM: GREG LARSON, TOWN MANAGER

SUBJECT: PPW JOB NO. A08-011 – SIGNAL AND STREET LIGHT MAINTENANCE CONTRACT

ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT AGREEMENT FOR A PERIOD OF ONE YEAR WITH REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. 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 to the contract agreement (Exhibit A) for a period of one year with Republic Intelligent Transportation Services, Inc. to provide Signal and Street Light Maintenance services in the Town of Los Gatos.

### BACKGROUND:

The Town of Los Gatos continues to use contractors to maintain and repair Traffic Signal and Street Light facilities. Staff reviews such maintenance contracts annually to ensure services provided are satisfactory and they meet Town expectations and contract terms.

As part of the FY 2009/10 budget reductions, staff was directed to reduce ongoing maintenance contracts wherever possible by modifying the contract scope of services for the one-year period of July 1, 2009 to June 30, 2010. Such revisions must be approved by Town Council.

### DISCUSSION:

Republic Intelligent Transportation Services, Inc. was originally contracted in August 2002 to perform Traffic Signal and Street light preventative maintenance and services.

PREPARED BY: TODD CAPURSO  
Director of Parks and Public Works

Reviewed by: PS Assistant Town Manager AL Town Attorney  
Clerk Administrator S Finance Community Development

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MAY 18, 2009

MAYOR AND TOWN COUNCIL

SUBJECT: PPW JOB NO. A08-011 – SIGNAL AND STREET LIGHT MAINTENANCE

DISCUSSION (cont'd):

Two amendments to their agreement were previously approved by the Town Council. The contract for Republic Intelligent Transportation Services Inc. will expire on June 30, 2010.

The contract items below will be removed from the existing contract. The deletions of the tasks below pose no risk to Town safety or maintenance. Parking lot light maintenance will be performed by Facility Maintenance staff. Additionally, major repairs to the electrical system will be performed by the Town's electrical contractor, Cupertino Electric, as required.

- Annual Preventative Signal Maintenance: Some of the maintenance tasks include cleaning of signal lens and camera lens, replacement of controller cabinet filters, conflict monitor tests, and replacement of cabinet power suppressors. These tasks will be individually and selectively performed as required.
- Parking Lot Lights: The existing contract includes repair of lights in twelve of the Town's parking lots. These lights will be maintained by existing Town staff beginning July 1, 2009.
- Lot 4 Parking Garage Lights: The existing contract also includes repair of the lights in the Lot 4 parking garage. These lights will be maintained by existing Town staff beginning July 1, 2009.

CONCLUSION:

It is recommended that Council adopt the attached Resolution authorizing the Town Manager to execute an amendment to the contract agreement for reduced total annual services amount of \$75,555 with Republic Intelligent Transportation Services, Inc.

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 for this contract agreement are available in the general fund in the Streets Program 5401.

Attachments:

Resolution approving an amendment to the Contract Agreement with Republic Intelligent Transportation Services, Inc.

Exhibit A – Amendment to Contract Agreement

Exhibit B – Cost Proposal (Republic's Routine Maintenance Rates as referenced in Exhibit A)

**RESOLUTION**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
APPROVING AN AMENDMENT TO A CONTRACT AGREEMENT WITH  
REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.  
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 Intelligent Transportation Services, Inc. to provide contract services in connection with Signal and Street Light Maintenance for two years; and

**NOW, THEREFORE, BE IT 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 Intelligent Transportation Services, Inc. to provide services in connection with Signal and Street Light Maintenance.

**BE IT FURTHER RESOLVED** that the Town Manager is hereby authorized and directed to execute said 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 15<sup>th</sup> day of June, 2009, 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

**TOWN OF LOS GATOS**

Form of Contract Agreement  
For

**TRAFFIC SIGNAL AND STREET LIGHT  
PREVENTATIVE MAINTENANCE AND REPAIR PROGRAM**

This Agreement is made and entered into this \_\_\_\_ day June 2009 by and between the **Town of Los Gatos** (hereinafter called Town) and **Republic Intelligent Transportation Services, Inc.** (hereinafter called Contractor). Witnessed, that the Town and Contractor for the considerations hereinafter named, agree as follows:

**I - Scope of Work**

Contractor 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, 2009/2010**, all in accordance with the requirements and provisions of the Contract Documents as defined in the Special Provisions which are hereby made a part of this Contract Agreement as "Contract Specifications".

**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 Contractor to proceed.
- (b) The work shall be completed between, July 1, 2009 and June 30, 2010, 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 Contractor'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 Contractor will pay to the Town, **\$500** per hour, as specified in the special provisions; and Contractor 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 Contractor under the contract.

**IV - Insurance**

**Section 4.1 – Contractor's Insurance**

Contractor shall maintain throughout the term of the agreement the following insurance coverage, and upon request shall provide Contractor 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 Contractor 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 Contractor, mailed to the address indicated in the Agreement.

## **V - Indemnification and Liability**

### **Section 5.1 - Indemnification by Contractor**

Notwithstanding the provisions of Section 5.4 herein, Contractor 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 Contractor. Contractor 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 Contractor, or any subcontractor of Contractor, 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: Admit to the Indemnified Party, the Indemnifying Party's liability to the Indemnified Party for such action under the terms of the Agreement.

1. Notify the Indemnified Party in writing of the Indemnifying Party's intention to assume the defense, and;
2. 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 Contractor to investigate such damage, and Contractor shall submit a written investigation report to Town within 10 business days. If Contractor is notified of damage later than 12 hours, Contractor 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 Contractor, or because Contractor failed to perform work within reasonable accuracy as defined herein, Contractor shall reimburse Town for repair and restoration costs of said facility not to exceed \$1,000 per incident. Contractor shall not be responsible for down time/delays due to any facility damages.

### **VI - The Contract Sum**

The Town will pay to Contractor for the performance of the Contract annual maintenance costs of \$75,555 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 on unit costs for various items as shown on (Exhibit B).

### **VII - Payments**

Contractor 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, Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with work
- (c) have been paid, except that in case of disputed indebtedness or liens Contractor 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.
- (d) 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 Contractor, except those previously made and still unsettled.
- (e) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, 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 Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

**TOWN OF LOS GATOS:**

\_\_\_\_\_  
**Greg Larson**  
**Town Manager**

**RECOMMEND BY:**

\_\_\_\_\_  
Todd Capurso  
Director, Parks and Public Works

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Orry P. Korb  
Town Attorney

**ATTEST:**

\_\_\_\_\_  
Jackie Rose  
Clerk Administrator

**CONTRACTOR:**

Republic Intelligent Transportation Services  
Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Contractor's License Number)



**Republic's Routine Maintenance Rates**

Flat Rates		Cost
Street Light	Monthly	\$1.40
Tree Light	Monthly	\$5.72
Traffic Signal	Monthly	\$114.40

per street light  
per tree  
per intersection

Quantity	
1572	each
156	each
28	each

Total Price		Cost
Street Light	Monthly	\$2,200.80
Tree Light	Monthly	\$892.32
Traffic Signal	Monthly	\$3,203.20

12 month  
12 month  
12 month

Total Annually		Cost
Street Light	Annual	\$26,409.60
Tree Light	Annual	\$10,707.84
Traffic Signal	Annual	\$38,438.40
Total	Annual	\$75,555.84