

RESOLUTION NO. 2005-305

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
APPROVING THE CONTRACT AMENDMENT WITH REPUBLIC ELECTRIC FOR
TRAFFIC ENGINEERING SUPPORT**

WHEREAS, the City of Elk Grove wishes to provide the service of street light and highway safety light maintenance; and


WHEREAS, on April 27, 2005, the Elk Grove City Council adopted Resolution No. 2005-100 initiating proceedings with the Sacramento Local Agency Formation Commission (LAFCo) for the detachment of Elk Grove from County Service Area #1 (CSA #1); and

WHEREAS, on August 3, 2005, LAFCo conducted a public hearing for consideration of the detachment and approved the action, subject to completion of an agreement between the County of Sacramento and the City concerning the transition of responsibility for safety and street light operations and maintenance; and

WHEREAS, the City needs to contract with an entity for streetlight maintenance and Republic Electric currently provides consulting services for the City, and this amendment to their existing contract will add a component for streetlight maintenance.

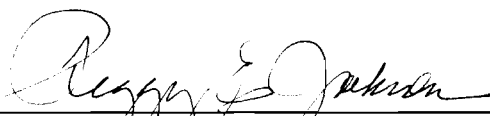
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby approves the contract amendment with Republic Electric for Traffic Engineering Support.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 28th day of September 2005.



DANIEL BRIGGS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2005-305**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) **ss**
CITY OF ELK GROVE)


I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 28th day of September, 2005 by the following vote:

AYES 4: COUNCILMEMBERS: Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 1: COUNCILMEMBERS: Scherman



**Peggy E. Jackson, City Clerk
City of Elk Grove, California**

and privileges afforded to Consultant's Personnel, if any, and shall not be entitled to any additional rights, privileges and/or benefits, including but not limited to retirement benefits, that may be afforded to City employees, as a result of the provision of services pursuant to this Contract. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the Consultant and/or the City by Consultant's Personnel, or any other person, arising from performance of this Contract.

(b) Consultant is and shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against Consultant and/or the City by any of Consultant's Personnel, or any other person, arising from performance of this Contract, and Consultant shall indemnify, defend and hold harmless the City against any such claims.

C. COMPLIANCE WITH EMPLOYMENT LAWS. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control, including, but not limited to, Consultant's Personnel, to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. UNLAWFUL DISCRIMINATION PROHIBITED. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

E. INDEPENDENT INVESTIGATION. Consultant represents and warrants that it has the qualifications, experience, and facilities to properly perform said services in a thorough, competent, and professional manner. Consultant shall, at its own cost, make any revisions to its own work as required by the City and correct, at its own cost, any work which the City finds unsatisfactory due to Consultant's errors or omissions, including, but not limited to, the errors or omissions of Consultant's Personnel. Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and the labor and materials needed, and that its decision to execute this Contract is based upon such independent investigation and research."

“A. TERMS.

Compensation to the Consultant shall be as set forth in Exhibit B entitled “Compensation and Method of Payment,” attached to the original Contract and made a part thereof, and as set forth in Exhibit B entitled “Compensation and Method of Payment,” attached hereto and made a part hereof. Total compensation to Consultant, with the exception of the Street/Safety Light Monthly Maintenance Fees of \$2.10 per lamp per month, shall not exceed \$300,000.00 per year without the advance written consent of the City.”

5. **Prevailing Wages.** Section 12, subdivision (B) of the Contract entitled “Prevailing Wages” shall be deleted in its entirety and replaced with the following:

“B. PREVAILING WAGES.

Some or all of the work herein is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code section 1771. Accordingly, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.”

All other terms and conditions of the Contract shall remain in full force and effect throughout the Term of the Contract, as amended herein, and, in the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

The person or persons executing this Amendment, on behalf of the Consultant, further warrant and represent that they have the authority to execute this Amendment on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

AGREED to this _____ day of September ___, 2005, by the parties as follows:

Approved as to form:

CONSULTANT

By: _____
Attorney for Republic Electric

By: _____
Republic Electric

Approved as to form:

CITY OF ELK GROVE

By: _____
Anthony B. Manzanetti, City Attorney

By: _____
John Danielson, City Manager

EXHIBIT A

Scope of Work

STREETLIGHT SCHEDULE

1. Services to be performed by REPUBLIC in accordance with this Schedule encompass normal outages flowing from normal deterioration, knockdowns and vandalism as specified herein. REPUBLIC will make necessary repairs with the replacement of accessible materials as specified herein, to keep the system in operating condition. REPUBLIC will provide:
 - A. The repair or replacement of lights, which have become inoperative.
 - B. The replacement of photoelectric cells, which have become inoperative.
 - C. Minor trimming of trees below the light fixture for the purpose of allowing a reasonable amount of light to be let through. CITY will notify REPUBLIC in writing specifying and authorizing the type and extent of tree trimming to be conducted within such jurisdiction.
 - D. All "Cobra" type fixtures and integral parts.
 - E. All "Style King" type fixtures (post top hat) and integral parts.
 - F. All "Lantern" type post top fixtures and integral parts.
 - G. All standard poles, arms and fixtures damaged or knocked down by vandalism, auto accident, act of God, etc. Excluded from this rate are poles, which have traffic signals, mounted on them.
 - H. Repair or replace existing conduit, pull boxes, electrical services, pole foundations and wiring between poles that is part of the "customer owned system", underground and in conduit including the wiring within a street light pole.
2. All fixtures replaced under this Schedule will be manufactured by a reputable supplier approved by the CITY.
3. All labor necessary to isolate and repair any trouble in CITY's system, which has resulted in an outage.
4. The repair or replacement of Equipment damaged or destroyed by vandalism shall be limited to two repairs and/or replacements per light location within each 12-month period. If additional repairs per light location are required as a result of damage or destruction caused by vandalism, REPUBLIC shall be compensated for on-call services as set forth in Exhibit B entitled "Compensation and Method of Payment."
5. Replacement of glassware as is commonly used and manufactured in reasonably large quantities is included herein. Replacement of the specific type of glassware used in the Laguna West area of Elk Grove is also included herein. A suitable extra charge will be made for the maintenance or replacement of any glassware of an unusual type or expense thereafter installed by the CITY.

6. Apart from those outages which constitute an immediate danger to public health or safety and as to which CITY gives notification to REPUBLIC, and which such outages shall be given priority, the services to be performed by REPUBLIC, as outlined above, shall be accomplished at such time as REPUBLIC determines, provided, however, that each inoperative light and/or photoelectric cell shall be corrected within not more than five working days from the date REPUBLIC receives notice from CITY. If repairs or replacement are not completed within this five working day period, or as otherwise contemplated by the CITY's existing consultant contract with REPUBLIC, REPUBLIC assumes all liability for claims made against the City as a result of such outage. Anything in this Agreement or the Schedule referenced above, to the contrary notwithstanding, REPUBLIC shall have not more than five working days to correct each notification of an outage or other item of service and repair which is the obligation of REPUBLIC under the terms of this Agreement and the Schedule.
7. Check during non-daylight hours, all streetlights on main thoroughfares, once every other month (6 times per year) and maintain a written log. This written log shall constitute notification by CITY to REPUBLIC for correction of outage.
8. Maintain a physical inventory of parts, including, but not limited to, lamps, photoelectric cells, poles, fixtures, ballasts, starters and related street lighting materials suitable to maintain the street light system in accordance with this Schedule.
9. Respond to Underground Service Alert (USA) tickets for all streetlight-related requests.
10. Store adequate inventory at a local facility, agreed upon by CITY, to meet any and all obligations of the contract.

REPUBLIC agrees to perform the following additional services:

- A. Whether such notification originates with CITY or a party or person other than CITY, provide phone service for the receiving of notification of inoperative equipment, including those items requiring emergency repair and service during REPUBLIC'S normal business hours and an answering service for the receiving of notification of inoperative Equipment requiring emergency repairs or service at all times (seven days per week) other than REPUBLIC'S normal business hours.
- B. Maintain a log listing as to each such call received, the name of the caller, if given, the date of the call, the outage or other problem reported by the caller, and the location of the outage or other problem reported by the caller.
- C. Deliver to CITY, once a month and upon CITY's written request, an electronic or hard copy of the data, if desired by CITY, setting forth the following information.
 1. Number of service requests called in during the period encompassed by the report and subsequent repair list of such calls.
 2. List of service requests outstanding as of the date of such report.

CITY to provide REPUBLIC with the following:

1. To the extent that CITY desires the terms of this contract to extend thereto, mapping of new subdivisions and designations, and proposed installations, as same are added, or planned to be added, to the jurisdiction of CITY.
2. Any information which it may hereafter acquire relative to the maintenance of street lighting within the jurisdiction of CITY, or relevant to this Agreement, or to the performance by REPUBLIC of its obligations under this Agreement.
3. Promptly transmit to REPUBLIC any information received by CITY relative to inoperative Equipment, the repair and maintenance of which is the obligation of REPUBLIC under the terms of this Agreement.
4. Within seven days after the last day of each calendar month, CITY shall submit to REPUBLIC a statement setting forth equipment changes made within such month, if any.

REPUBLIC shall have no obligation to perform services or to provide materials except as specifically set forth in this Agreement or in the Schedule. Without limiting the foregoing, it is acknowledged that the following items are excluded from REPUBLIC'S obligations under this Agreement unless the Schedule specifically provides to the contrary.

- A. Retrofitting of existing luminaries.
- B. Installation of lamps and/or photocells and Equipment carrying over 600 Volts.
- C. Correction by replacement or repair of equipment mutually deemed by CITY and REPUBLIC to be installed or previously modified in a defective or unsatisfactory manner by a party other than REPUBLIC, including equipment installations not in compliance with federal, state or local public body rules and regulations.

Should any item to be performed by REPUBLIC under this Agreement or any supplement, require the approval of any public authority, REPUBLIC'S obligation to perform shall be subject to the obtaining of such approval or approvals of CITY.

At the written request of the CITY, REPUBLIC may perform services other than those set forth in this Agreement and in the Schedule, during the term of this Agreement. Unless otherwise agreed in writing, such services shall be predicated upon a time and material basis as reflected in Exhibit B entitled "Compensation and Method of Payment," attached hereto.

The execution of this Agreement by CITY shall be deemed to constitute authorization to REPUBLIC to perform additional services, e.g., those not required by this Agreement or the Schedule, in each instance where such additional services are required to complete the repair of the outage or other problem and the charge to be made by REPUBLIC, predicated upon a time and materials basis, observing its then standard time and material charges, will not exceed Five Hundred Dollars (\$500.00). Unless otherwise agreed in writing, REPUBLIC shall submit monthly billings for additional services, and amounts payable for additional services shall be paid by CITY within a reasonable time period.

The CITY shall reimburse REPUBLIC for all monies the City may receive from any party, or their insurer, who has been determined to be responsible for damage to any part of the streetlight system.

CITY is not responsible to REPUBLIC for any unpaid damages by responsible parties. CITY will reasonably cooperate with REPUBLIC in its efforts to collect damage payments including the providing of insurance information collected by the Elk Grove Police Department or other sources available to CITY.

REPUBLIC shall be responsible for the purchase and delivery of all streetlight poles, fixtures, lamps and photoelectric cells for new streetlight installations by other parties (CAPITAL IMPROVEMENT PROJECT, DEVELOPER, ETC.). CITY shall notify and make it CITY policy that CITY shall furnish all poles, fixtures, lamps and photoelectric cells to each DEVELOPER who installs streetlights within the CITY's jurisdiction. CITY shall reimburse REPUBLIC for furnishing said materials. Equipment prices will be mutually agreed upon, in writing, by REPUBLIC and CITY based on industry standards and equipment availability and pricing. Additionally, equipment will be based on the City's Street Light Standards.

Should REPUBLIC fail to perform an obligation under the terms of this Agreement within the time provided herein, or in the Schedule, as the case may be, the CITY, as to such default and performance, may retain from the amount next payable by it under the terms hereof, the sum of \$5.00 per fixture, for each day that such failure to perform work continues, provided however, that this Paragraph shall have no application to those situations where an extension of time for performance, confirmed and authorized in writing, is given to REPUBLIC by the Director of the Department of Public Works or the appointed representative of CITY. Payment of this amount by REPUBLIC does not relieve REPUBLIC from any other liability arising from lack of performance.

Under the terms of this Agreement, the per lamp/per month compensation payable to REPUBLIC for Street/Safety Light Monthly Maintenance, as set forth in Exhibit B entitled "Compensation and Method of Payment," is a fixed fee that will not be increased during the term of this Agreement. This fixed maintenance fee will also apply to the maintenance of any new lamps that are subsequently added by the CITY beyond those lamps identified in the following inventory of existing equipment subject to this Agreement (which is expressly anticipated):

Street Light Inventory								
Table 2a. Street Light and Safety Light Inventory								
Description (Watts)	0	100	150	175	200	250	400	Total
High Eff HP Ballast	0	2,681	0	0	0	8	0	2,689
High Pressure Sodium	0	3,778	1,179	0	56	725	0	5,738
Mercury Vapor	0	0	0	475	0	0	43	518
Rate 52	0	47	0	3	1	0	5	56
Total	0	6,506	1,179	478	57	733	48	9,001

If the street light revenues are insufficient to fund the street light expenses under the contract the CITY shall notify REPUBLIC and work together to modify the service plan and associated contract costs to meet revenue availability.

Upon termination of the Contract the CITY will negotiate and mutually agree with REPUBLIC on the ability of the CITY to purchase any existing inventory of the street light and highway safety light system which pertains to the lighting system in the City.

Exhibit B

Compensation and Method of Payment

REPUBLIC ELECTRIC

CITY OF ELK GROVE - PROFESSIONAL SERVICE RATES

TRAFFIC SIGNALS

Intersection Monthly Maintenance per attached agreement	\$ 82.00 EA
Stand Alone Flasher Monthly Maintenance	\$ 44.00 EA
Conflict Monitor Test (Annual)	\$ 75.00 EA
Battery Backup System Testing (Annual)	\$ 100.00 EA
Emergency Vehicle Pre-Emption Testing (Annual)	\$ 100.00 EA

STREET LIGHTS

Street/Safety Light Monthly Maintenance per attached agreement	\$ 2.10 EA per lamp/per month
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PUMP STATIONS

Monthly Routine Preventative Maintenance	\$ 190.00 EA
Annul Preventative Maintenance	\$ 1,500.00 EA

LABOR RATES

REGULAR TIME

OVERTIME

Foreman Electrician	\$ 85.00 / Hr	\$ 158.00 / Hr
Electrician	\$ 80.33 / Hr	\$ 149.20 / Hr

EQUIPMENT RATES

Bucket Truck	\$ 24.05 / Hr
Mobile Crane	\$ 60.11 / Hr

Other equipment not listed above will be billed at the current California Department of Transportation equipment rates that equal the surcharge rate plus 15%.

MATERIAL

Cost plus 20%

ENGINEERING SERVICES

Principal Engineer	\$ 175.00 / Hr
Senior Engineer	\$ 155.00 / Hr
Associate Engineer	\$ 130.00 / Hr
Staff Engineer	\$ 120.00 / Hr
Senior Engineering Assistant	\$ 115.00 / Hr
Engineering Assistant	\$ 105.00 / Hr
CAD Operator	\$ 75.00 / Hr
Clerical	\$ 75.00 / Hr
Reproductions	Cost plus 15%