

RESOLUTION NO. 91-42

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES
ACCEPTING THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT
WITH LEE WILSON ELECTRIC FOR MONTHLY SIGNAL MAINTENANCE

WHEREAS, the City currently has eleven traffic signals with three new signals scheduled for construction in the next six months; and

WHEREAS, there is a need for operation maintenance on a regular basis to keep the signals working and to help deter possible litigations involving accidents; and

WHEREAS, Lee Wilson Electric has serviced the traffic signals for the City on an as needed and on-call basis for several years; and

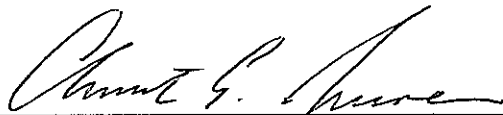
WHEREAS, Lee Wilson Electric has agreed to perform maintenance on a regular monthly schedule under a three month agreement with a basic monthly fee of \$1,320 or \$3,960 for the balance of this fiscal year.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council authorize the execution of a three month agreement with Lee Wilson Electric for monthly maintenance of traffic signals in the amount of \$3,960.00.

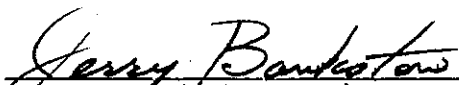
PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 2nd day of April, 1991, on the following vote:

AYES: Russell, Martin, Reneau and Iversen
NOES: Picanco
ABSENT: None



Christian E. Iversen, Mayor

ATTEST:



Gerry Bankston, City Clerk



Real file

P.O. BOX 250 • ARROYO GRANDE, CALIFORNIA 93421-0250
1151 EL CAMINO REAL • PHONE (805) 489-4216

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of April, 1991 by and between the CITY OF EL PASO DE ROBLES, a municipal corporation of the State of California, hereinafter referred to as "CITY", and LEE WILSON ELECTRIC COMPANY hereinafter called and referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the public interest is best served by entering into a contract with a private entity for appropriate services; and

WHEREAS, CITY desires to contract with a qualified entity in the private sector for the maintenance and repairs of traffic signals within the City; and

WHEREAS, Lee Wilson Electric Company is qualified to perform such services.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO AND UPON THE EXPRESS TERMS AND CONDITIONS HEREIN AFTER SET FORTH, IT IS AGREED BY AND BETWEEN THEM, AND EACH WITH THE OTHER AS FOLLOWS:

FIRST: That the complete contract shall consist of and include the following documents, all of which shall be and are hereby incorporated by reference and made a part hereof as fully as if set out in full herein:

1. This Agreement
2. List of Intersections (Attachment "A")
3. Adjusted Labor Rate Schedule (Attachment "B")
4. Equipment Rate Schedule (Attachment "B")
5. List of Emergency Personnel (Attachment "C")

Page -2-

All contract documents are intended to be coordinated so that any work called for in any one, and not mentioned in the other is to be performed the same as if mentioned in all contract documents.

SECOND: CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, Labor, Service and materials, and perform all work necessary to maintain traffic signal facilities in good and workmanlike manner. It is understood and agreed that all said labor, service, materials and equipment shall be furnished and said work performed and completed by CONTRACTOR as an independent contractor, subject to the inspection and approval of CITY, its Community Development Director, or inspectors or their representatives.

THIRD: CONTRACTOR agrees to inspect, clean, adjust and make a routine inspection of each control unit once per month. CONTRACTOR agrees that he will maintain a record in each controller cabinet showing date and time checked.

FOURTH: CONTRACTOR agrees to replace or repair any and all defective of worn out parts in the signal system which cause a signal failure or malfunction as the occasion arises, on a time and material basis per posted rates.

FIFTH: CONTRACTOR agrees to replace all lamps in all signals once a year. CONTRACTOR agrees to use only standard traffic signal lamps as manufactured by General Electric Company of Sylvania Company. Lamps to be billed on separate invoice. Per posted rates, labor for yearly replacement is included in monthly maintenance charge.

SIXTH: CONTRACTOR agrees to Clean, polish and inspect all lenses and reflectors at the time the traffic signals are relamped. At this time, all broken or deteriorated parts will be replaced or changed as necessary. (Parts used will be billed on separate invoice per posted rates.)

Page -3-

SEVENTH: CONTRACTOR agrees to maintain a 24-hour per day emergency service, notwithstanding the provisions of paragraph TWELFTH of this contract, for the replacement of burned out lamps or controller malfunctions. In the course of traveling to and from the locations of the equipment to be serviced, CONTRACTOR'S representative shall observe the traffic signals at other designated intersections for possible malfunctions. The replacement of burned out lamps need not be on an emergency basis provided there are at least two indications still operative for each direction of travel. In such case, replacement shall be handled as soon as possible in a routine manner. Payment shall be on time and material basis per posted rates (see Attachment "B").

EIGHTH: CONTRACTOR agrees to provide the same service for the repair of other equipment and appurtenances such as safety lighting, street name signs, street lighting, pedestrian signals, flashing beacons and detector devices which CONTRACTOR may be called upon from time to time by CITY to repair, replace, or refurbish, with payment on time and material basis per posted rates.

NINTH: (a) For and in consideration of furnishing said labor, services, and equipment under paragraphs THIRD, FIFTH, SIXTH, excepting when such repairs are necessitated by obsolescence or accidental damage such as collision, acts of God and vandalism, CONTRACTOR shall be entitled to receive and shall be paid by CITY the sum of (See Attachment "B") per month for each signalized intersection.

(b) For and in consideration for furnishing said labor, services, materials and equipment under paragraphs FOURTH and SEVENTH when such repairs are necessitated by obsolescence or accidental damage as defined above and under paragraph EIGHTH, CONTRACTOR shall be entitled to receive in addition

Page -4-

to the monthly sum above, a per call payment based upon Attachment "B"

TENTH: CONTRACTOR shall carry public liability and property damage insurance in an amount not less than \$500,000.00 for injuries, including accidental death, for any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of any one accident.

ELEVENTH: This contract shall extend for a period of Three Months from the date hereof. However, either party in its discretion shall have the right to terminate at any time sooner by giving sixty (60) days advance written notice.

TWELFTH: If CONTRACTOR should neglect to prosecute the work properly, or fail to perform any provisions of this contract, CITY after three (3) days written notice to CONTRACTOR, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR.

THIRTEENTH: Except for the manufacturer's factory warranty, CONTRACTOR disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond CONTRACTOR'S reasonable control, such as, but not limited to fire, flood, earthquake, lightning, strike, or concerted work action by CONTRACTOR'S employees.

FOURTEENTH: CONTRACTOR shall be liable for damages arising out of injury to person or damage to property of a customer or any third party which are due to CONTRACTOR'S fault or neglect.

Page -5-

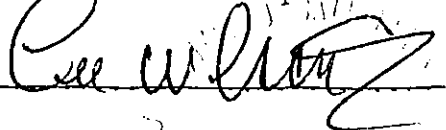
(a) CITY agrees to indemnify to the extent authorized by law, and to save free and harmless CONTRACTOR against negligent acts or omissions caused, or alleged to have been caused, by CITY, and any costs and expense, including attorneys fees, incurred by the respective parties on account of any claim therefor. CONTRACTOR agrees to indemnify and save free and harmless CITY against negligent acts or omissions caused, or alleged to have been caused, by CONTRACTOR, and any cost and expense, including attorney's fees, incurred by the respective parties on account of any claims therefor.

(b) It is agreed by the parties that this indemnity agreement is not limited in any way by the extent of any policy of insurance currently in force and held by either party.

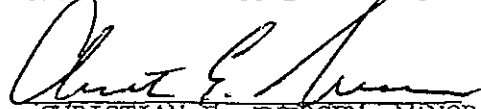
Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from his operations or any operation of any subcontractors under him.

IN WITNESS WHEREOF, the City Council of the City of El Paso de Robles has caused this agreement to be subscribed by its Mayor and City Clerk and said CONTRACTOR has executed or caused this agreement to be executed by his duly authorized officer.

LEE WILSON ELECTRIC COMPANY
a California Corporation



CITY OF EL PASO DE ROBLES


CHRISTIAN E. IVERSEN, MAYOR

ATTEST:


JERRY BANKSTON, CITY CLERK

EXHIBIT "A"

CITY OF PASO DE ROBLES - LIST OF INTERSECTIONS

1. 1ST AND SPRING STREETS
2. 10TH AND SPRING STREETS
3. 12TH AND SPRING STREETS
4. 13TH AND SPRING STREETS
5. 24TH AND SPRING STREETS
6. 24TH AND RIVERSIDE
7. 13TH AND RIVERSIDE
8. 13TH AND PASO ROBLES STREETS
9. CRESTON ROAD AND MELODY DRIVE
10. CRESTON ROAD AND NIBLICK ROAD
11. CRESTON ROAD AND PIONEER ROAD

EXHIBIT "B"

CITY OF EL PASO DE ROBLES - LABOR - EQUIPMENT - MATERIAL RATES

1. MONTHLY MAINTENANCE CHARGE.....\$120.00/MONTH/INTERSECTION

2. TIME & MATERIAL LABOR (8:00 AM - 4:30 PM).....\$ 43.00/Hour
OVERTIME ROAD (4:30 PM - 8:00 AM).....\$ 59.50/Hour
DOUBLE TIME RATE (SUNDAY'S & HOLIDAY'S).....\$ 74.00/Hour

3. EQUIPMENT RATES:
 - a) SERVICE TRUCK.....\$ 7.50/Hour
 - b) BUCKET TRUCK.....\$21.00/Hour
 - c) CRANE TRUCK.....\$21.00/Hour

4. MATERIAL TO BILLED AT COST +15% (COST BASED ON END COLUMN OF
BIDDLE TRADE BOOK)

LEE WILSON

ELECTRIC COMPANY
ESTABLISHED 1929

P.O. BOX 250 • ARROYO GRANDE, CALIFORNIA 93421-0250
1151 EL CAMINO REAL • PHONE (805) 489-4216

EXHIBIT "C"

CITY OF EL PASO DE ROBLES -- LIST OF EMERGENCY PERSONNEL

- 1) DENIS VELARDE.....TELEPHONE 481-1220
- 2) LEE WILSON III.....TELEPHONE 438-5337
- 3) JOHN KEEN.....TELEPHONE 481-0590