

REPORT

To the Honorable Mayor and City Council
From the City Manager

February 7, 2005

Subject

Maintenance Agreement with the Town of Woodside

Recommendation

By Motion, approve the maintenance agreement with the Town of Woodside for Redwood City's Public Works Services staff to maintain specified traffic signals and street lights for the Town of Woodside in the amount of \$800, plus call-back service.

Background

The Town of Woodside and Redwood City have a shared traffic signal at the intersection of Farm Hill Boulevard, Woodhill Drive, and the entrance to Canada College. Woodside owns the traffic signal controller and half the signal poles. Redwood City owns half the signal poles and performs the maintenance to those signal poles located within Redwood City. The City does not maintain the controller and has not paid Woodside any fees for the maintenance of the controller at this shared intersection.

Woodside has recently experienced an increase in the contract with their traffic signal maintenance vendor. This presented a great opportunity for Redwood City to offer our services to the Town of Woodside. Woodside was interested in Redwood City performing the traffic signal maintenance work. Staff negotiated and developed the maintenance agreement to provide services to Woodside.

The fee schedule was developed based on the maintenance experience with the City's brand of controller equipment - which is also in operation at this intersection. City staff inspected the cabinet and controller and confirmed that it was compatible with the equipment already maintained by the City. Additionally, Woodside requested to include the maintenance of the street lights between this intersection and Interstate 280 along Farm Hill Boulevard.

The routine traffic signal maintenance which Redwood City already performs to the other City-owned traffic signal controllers will now be performed on the Woodside cabinet. The maintenance agreement contains a fixed rate of \$800.00 per year which adequately covers this routine controller maintenance. Any additional service needs for the traffic signal or street lights - power outage responses, lamp failures, knockdowns, wiring failures, etc., will be responded to using a time and materials fee schedule.

The agreement hourly rate for normal working hours, 7:00 am to 3:30 pm is \$44.60. The call-back rate between 3:30 pm and 7:00 am is \$66.90. The City's two electrician's salaries range from \$31.79 to \$34.97 per hour, and call-back overtime rate from \$47.69 and \$52.46. The contract hourly rates include a 25% mark-up over the electrician's average hourly rates. There is a 15% mark-up included in the agreement for all materials and supplies purchased for use in repairs.

6.1-C.2

The agreement was developed by staff to allow for flexible scheduling of the signal maintenance. The monthly preventative maintenance check can be performed any time an electrician is in the vicinity performing other work. The full overhead costs were not used in determining the agreement rates because the City owns half of the traffic signal and already performs maintenance to this intersection. As a result, travel time is reduced for routine maintenance by scheduling work when in the area.

This is the first contracting in for services with another agency performed by the Right-of-Way Maintenance Division. This is a small contract that will not impact staff's ability to maintain the critical traffic signals and street lights within the City. Staff will use this small contract to verify our estimates for performing the work. This agreement will serve as a foundation for generating additional maintenance contracts with other jurisdictions.

Alternatives

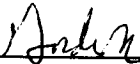
There are two alternatives:

1. Do not approve the agreement
2. Re-structure the rate schedule

Staff can perform the work outlined in this agreement at the rates included without subsidizing the work. The small size of the contract will not cause any scheduling issues with Redwood City's facilities. Staff already performs some maintenance on this intersection. This small contract will be a good learning tool for developing future agreements with other jurisdictions.

Fiscal Impact


Performing the work outlined in this maintenance agreement will supplement the general fund from a minimum of \$800 to an unknown higher amount based on the level of service calls. The work performed by this agreement will be covered by the fees paid by the Town of Woodside. The maintenance activities will not compromise the maintenance to Redwood City's electrical systems.



Gordon Mann
Public Works Superintendent



Peter Ingram
Public Works Services Director



Ed Everett
City Manager

AGREEMENT FOR TRAFFIC SIGNAL SERVICES
(TOWN OF WOODSIDE)

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2005, BY AND BETWEEN THE City of Redwood City, a charter city and municipal corporation of the State of California ("Redwood City"), and the Town of Woodside, a municipal corporation of the State of California ("Woodside") (collectively, the parties").

RECITALS

WHEREAS, Woodside has need for their one (1) traffic signal controlled intersection of Farm Hill Blvd. and Woodhill Dr., and streetlights on Farm Hill Blvd from Woodhill Dr to 280, to be maintained/serviced by the City of Redwood City.

WHEREAS, the Public Works Department of Redwood City is able and willing to provide monthly preventive maintenance on one traffic signal cabinet along with responding to any traffic signal malfunctions or knockdowns to Woodside for this purpose.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. Redwood City agrees to render, services (the "Services") that are defined in the attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.
2. Term. Unless earlier terminated, the term of this Agreement will be effective from January 1, 2005 to December 31, 2005 (the "Initial Agreement Term"). Following the Initial Agreement term, upon mutual agreement of the Parties, the Redwood City Manager may, by written amendment, annually renew this Agreement.
3. Compensation. Woodside shall compensate Redwood City for labor furnished hereunder for Maintenance Services at Eight Hundred Dollars (\$800.00) a year for Monthly Preventive Maintenance and any additional work including, but not limited to, trouble calls, at the hourly rate of Forty Four Dollars and Sixty Cents (\$44.60) for normal working hours and Sixty Six dollars and Ninety Cents, (\$66.90) for after hours including common labor, skilled labor, trained electrician's services or other labor or services necessary or appropriate for furnishing such Maintenance Services. Normal working hours are from 7:00 am to 3:30 pm. Woodside shall pay Redwood City for all parts and supplies furnished in connection with such Maintenance Services at the cost thereof to Redwood City plus fifteen percent (15%) for overhead and administrative costs. All services rendered by Redwood City, including parts and supplies, shall be billed to Woodside monthly. Redwood City will consult with Woodside before contracting out any repairs which may occur, such as traffic signal knockdowns.

6.1-C.4

Notwithstanding the provisions of paragraph 8, below (Amendments”) the above specified hourly rate of compensation and the percentage of overhead and administrative costs may be revised by Redwood City with Woodside concurrence from time to time during the term, or extended term, hereof.

4. Status of Redwood City. Redwood City will perform the Services as an independent contractor and not as an employee of Woodside. The persons used by Redwood City to provide services under this Agreement will not be considered employees of Woodside for any purpose.
5. Indemnification. Redwood City will defend, indemnify and hold Woodside, its officers, agents, volunteers, and employees, harmless from any and all loss, damage, claims, liability, expense or cost, including reasonable attorney’s fees which arise out of, or are in any way connected with the active negligence, sole negligence, and/or willful misconduct of Redwood City, or any of Redwood City’s employees, agents or subcontractors.

Woodside will defend, indemnify and hold Redwood City, its officers, agents, volunteers, and employees, harmless from any and all loss, damage, claims, liability, expense or cost, including reasonable attorney’s fees which arise out of, or are in any way connected with the active negligence, sole negligence, and/or willful misconduct of Woodside, or any of Woodside’s employees, agents or subcontractors.

6. Insurance. Redwood City and Woodside will each obtain and maintain for the duration of the Agreement and any and all amendments, insurance coverage against claims for injuries to persons or damage to property which may arise out of or in connection with this Agreement.
7. Notices. The following are the names and contact information of the persons who are authorized to give written notices or to receive written notices on behalf of Redwood City and on behalf of Woodside under this agreement.

For Redwood City:

City of Redwood City
Public Works Services Department
1400 Broadway
Redwood City, CA 94063
Attn: Ralph Pacheco
rpacheco@redwoodcity.org
Phone No. 650-780-7472
Fax No. 650-780-7445

For Woodside:

Town of Woodside
Town Hall
2955 Woodside Road
Woodside, CA 94062
Attn: Richard Chiu
Phone No. 650-851-6790
Fax No. 650-851-2195

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular or certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

8. Termination. Either Party upon tendering ten (10) days written notice to the other Party may terminate this Agreement. Redwood City will be paid for any work that it performs up to and including the termination date.
9. Dispute Resolution. Any controversies between the Parties regarding the construction or application of the Agreement, as may be amended, and claims arising out of the Agreement, as may be amended, or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party and service of that request on the other Party. The Parties may agree on one mediator. If they cannot agree on one mediator within a reasonable time, the Party demanding mediation shall request the Superior Court of San Mateo County to appoint a mediator. The mediation meeting shall not exceed one day (1) eight (8) hours. The Parties may agree to exceed the time allowed for mediation under the Agreement. The cost of mediation shall be borne by the Parties equally. Mediation under this section is a condition precedent to filing an action in any court. In the event mediation or litigation arises out of any dispute related to the Agreement, as may be amended, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.
10. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceeding to any other county.
11. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be part of such paragraphs and will not be construed to change the meaning thereof.
12. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.
13. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to the Parties to the terms and conditions of this Agreement.
14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original.

6.1-C.6

REDWOOD CITY

City of Redwood City, a charter city and municipal
corporation of the State of California
1017 Middlefield Road, Redwood City, CA 94063

By: _____
Ed Everett, City Manager

ATTEST:

Patricia Howe, City Clerk

TOWN OF WOODSIDE: Town of Woodside, a municipal corporation of the
State of California
2955 Woodside Road, Woodside, CA 94062

By: _____
Susan George, Town Manager

ATTEST:

Janet Koelsch, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Date

EXHIBIT "A"

SCOPE OF SERVICES AND FEES

A. WORK TO BE PERFORMED

The work shall be performed at the intersection of Farm Hill Blvd. and Woodhill Drive as follows:

1. Redwood City shall perform basic traffic signal maintenance as outlined by International Municipal Signal Association standards.
2. Redwood City shall respond to trouble calls for Street Lights and Traffic Signals during and after hours.
3. Redwood City shall contact Woodside when a knockdown has occurred and receive authorization to contract work out to Redwood City's contractor if City electricians can not perform the work when possible.
4. All work performed on Traffic Signal Cabinets will be documented in Cabinet log documentation of work performed and on a Work Order.

B. FEES

ELECTRICIAN HOURLY RATE (Includes overhead and vehicle costs)

Monthly maintenance will be charged at \$400.00 for every (6 months) and any additional call backs or trouble calls will be charged at the rates indicated below:

\$44.60 per hour for maintenance during normal hours

\$66.90 per hour for call backs after normal hours