



**CITY OF WESTLAKE, OHIO
ORDINANCE NO. 2016-2:**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PERSONAL SERVICES CONTRACT WITH SIGNAL SERVICE COMPANY, INC. AS TO THE MAINTENANCE AND REPAIR OF THE CITY'S TRAFFIC SIGNALS, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Engineering and Chief of Police have recommended that Council authorize the Mayor to contract with Signal Service Company, Inc. for the maintenance and repair of the City's traffic signals in 2016; and

WHEREAS, it is vital that the City retain their services as they have a complete understanding of our existing traffic signal network; and

WHEREAS, this Personal Services Contract is exempt from public bidding pursuant to Westlake Charter Article V, Section 5(b).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WESTLAKE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1: That the Mayor be and he is hereby authorized and directed to enter into a Professional Services Contract with Signal Service Company, Inc. as to the maintenance and repair of the City's traffic signals for 2016 in form substantially attached hereto as Exhibit "A" with such revisions not affecting the substance of such Contract as are approved by the Director of Law.

Section 2: That the Director of Finance be and he hereby is authorized and directed to issue warrants of The City of Westlake to keep said contract at the rate of \$60.00 an hour when approved by the Mayor and Chief of Police.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 10, Article XI of the Charter of the City of Westlake and Section 121.22 of the Ohio Revised Code.

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Section 4: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the further reason that it is immediately necessary to provide for the maintenance of all traffic signals, and further provided it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be enforce immediately upon its passage and approval by the Mayor.

Passed: 1/7/16



Michael F. Killeen
President of Council

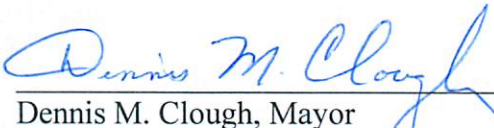
Presented to Mayor: 1/8/16

Approved: 1/8/16

ATTEST:



Denise L. Rosenbaum, Clerk of Council



Dennis M. Clough, Mayor

I, Denise L. Rosenbaum, Clerk of Council of the City of Westlake do hereby certify that Ordinance/Resolution no. 2016-2 adopted 1/7/16 was duly posted on 1/8/16 and remained posted for a period of 15 days thereafter in not less than 2 of the most public places in the City as determined by the Charter of said City.

**CONTRACT WITH SIGNAL SERVICE
FOR THE
MAINTENANCE OF
CITY TRAFFIC SIGNALS
IN THE CITY OF WESTLAKE**

This Agreement entered this ___ day of _____, 20___, by and between Signal Service, and Ohio corporation, located at 4341 Cranwood Parkway, Warrensville Heights, Ohio 44128 (hereinafter "Contractor") and the City of Westlake, an Ohio municipality, 27700 Hilliard Boulevard, Westlake, Ohio 44145 (hereinafter "City").

WITNESSETH, that in consideration of the Contractor being chosen by the City for maintenance of City traffic signals in the City of Westlake for the year 2016 as specified in Ordinance No. 2016-___, and for the money consideration provided herein, the parties covenant and agree as follows:

1. Contractor will provide necessary labor and materials to service, maintain, repair and/or replace all traffic signal controllers, flashing beacons, signals, school flashing lights and associated equipment owned and operated by the city which needs repair due to either malfunctions, accidents, storm damage, vandalism or other means, such services to be available 24 hours per day, seven days a week, including holidays. Such services shall be furnished only upon request of the Chief of Police or his designated representative, with all work conforming to the City specifications. All work will be performed in a good and workmanlike manner and on a timely basis consistent with the City's schedule.

2. The City will pay Contractor compensation at the rate of \$60.00 per hour for normal, non-regular working hours or Holiday hours.

3. The term of the contract is from January 1, 2016 through December 31, 2016.

4. The Contractor shall furnish the Chief of Police and City Finance Director with a detailed record of services rendered monthly. The Contractor shall be licensed in the City of Westlake.

5. The Contractor is an independent contractor which shall provide all equipment, materials and labor necessary to perform the work. Contractor shall be responsible for arranging for workers compensation coverage for its employee, and shall deliver to the City a copy of a certificate showing compliance with such laws. Contractor further agrees to file an income tax return with the Westlake Tax Department in accordance with municipal tax laws.

6. The City shall be entitled to cancel this contract for any reason upon giving thirty (30) days written notice to the Contractor. This Agreement cannot be assigned by the Contractor without the written permission of the City.

7. Contractor will provide the work without any sub-contractors, and will provide proper supervisory personnel in connection with all of the work.

8. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in an amount of Three Million Dollars and Zero Cents (\$3,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third party claims.

9. Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this Agreement without written action and approval by the City.

10. This Agreement represents the entire agreement between the parties, will be governed by the law of Ohio, and shall be binding upon both parties.

11. Notice to Contractor shall be sent to Signal Service Company, 4341 Cranwood Parkway, Warrensville Heights, Ohio 44128. Notice to City shall be sent to Chief of Police, 27700 Hilliard Boulevard, Westlake, Ohio 44145.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement on the dates next to their respective signatures.

CONTRACTOR: Signal Service Company

Date

By: _____
Title: _____

Contractor Social Security No. or
Federal I.D. Number

CITY: CITY OF WESTLAKE

Date

By: _____
Mayor Dennis M. Clough

Approved as to form:

John D. Wheeler, Director of Law

I hereby certify that the amount for the payment of this contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriated fund free from any previous encumbrance.

Prashant Shah, Director of Finance