

COUNCIL AGENDA: AUGUST 6, 2013

SUBJECT: REQUEST TO PURCHASE SOLAR-POWERED BUS STOP LIGHTING

SOURCE: Public Works Department - Transit

COMMENT: Staff is requesting authorization to purchase solar-powered bus stop lighting modules for each of its 160 bus stops. Staff believes the solar-powered bus stop lighting modules will provide an economical energy efficient illumination that will increase the safety and security of its transit passengers.

The solar-powered bus stop lighting modules will be installed at the top of each of the bus stop poles, and lighting will be activated "dusk to dawn" by the internal power management system.

If authorized, staff would utilize the InterCity Transit's Intergovernmental Cooperative Purchasing Agreement, which allows for other local governmental agencies to procure the same products and services, without going out to bid.

The cost to purchase 160 solar-powered bus stop lighting modules would be \$171,864 (includes tax and shipping). Installation of the solar-powered bus stop lighting will be accomplished by transit personnel. This project will be a part of the transit bus stop amenities project and funded in full by Transit's Prop 1B grant.

Staff estimates that the project will take up to three months to complete.


RECOMMENDATION: That the City Council:

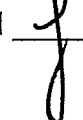
1. Authorize Staff to enter into the InterCity Cooperative Purchasing Agreement for the purchase of solar-powered bus stop lighting modules from UrbanSolar; and
2. Authorize payment upon satisfactory delivery of the solar equipment.

ATTACHMENTS: 1) InterCity Cooperative Purchasing Agreement  
2) UrbanSolar Quote

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DD 

Appropriated/Funded 

CM 

Item No. 11



INTERCITY TRANSIT  
INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between Intercity Transit, a Washington municipal corporation, and Porterville Transit hereinafter called the "Public Agency", pursuant to Chapter 39.34 RCW and to other provisions of law, specifically RCW 39.34.080.

FOR AND IN CONSIDERATION OF the covenants, terms and conditions set forth herein, the parties hereto agree as follows:

1. Intercity Transit has a contract with Urban Solar Corporation dated November 24, 2010, project #1011, for the purchase of bus shelter solar lighting systems and installation components.
2. This contract allows Intercity Transit to authorize other public agencies to purchase directly from the vendor under the following Cooperative Purchasing clause: The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with Intercity Transit. Intercity Transit shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.
3. Agreement Coordinators:

Intercity Transit	Porterville Transit
Jeff Peterson	Richard I. Tree
Phone: 360-705-5878	Phone: 559-782-7448
Email: <a href="mailto:jpeterson@intercitytansit.com">jpeterson@intercitytansit.com</a>	Email: <a href="mailto:rtree@ci.porterville.ca.us">rtree@ci.porterville.ca.us</a>
4. The method of financing or payment of purchases pursuant to this Agreement shall be through budgeted funds or other available funds of the Public Agency. Any goods or services procured by the Public Agency under this Agreement shall remain the exclusive property of or under control of said Public Agency.
5. This Agreement shall remain in force until canceled by either party in writing. However, all provisions in this Agreement relating to the responsibilities or liabilities of the parties or to any duty to defend, indemnify and hold harmless shall survive cancellation or termination.

6. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. Intercity Transit and the Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
7. As between the parties to this Agreement, each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. The Public Agency agrees to defend, indemnify and hold harmless Intercity Transit, its officers, agents or employees from any claims, costs and/or demands arising out of or related to this Agreement or to any purchase made under this Agreement whether such a claim or demand is by the vendor or by any other person or entity, public or private and whether or not it involves negligence or wrongful act by the Public Agency.
8. Intercity Transit will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Intercity Transit. The Public Agency is solely responsible for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Public Agency.
9. This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto. This agreement may be cancelled or terminated by either party in writing at any time.
10. This Agreement shall be construed in accordance with the laws of the State of Washington. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof, shall be instituted and maintained only in Thurston County.
11. No fees are associated with this agreement between Intercity Transit and Porterville Transit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first hereinabove written.

INTERCITY TRANSIT  
526 Pattison SE  
Olympia, WA 98507-0659

PORTERVILLE TRANSIT  
291 N Main St  
Porterville, CA 93257

\_\_\_\_\_  
By: Ann Freeman-Manzanares  
Its: General Manager

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By: Richard I. Tree  
Its: Transit Manager

Approved as to form: Intercity Transit Legal Counsel

## PV-Stop Proposal



### Urban Solar Corporation

4211 Commerce Circle  
 Victoria, BC Canada V8Z 6N6  
 Phone: 778-430-5516 Fax: 778-430-5517

Quotation:	USC-PORT-7242013
To:	<b>Richard Tree</b>
Company:	City of Porterville
Tel:	559-782-7448
Email:	<a href="mailto:rtree@ci.porterville.ca.us">rtree@ci.porterville.ca.us</a>

Prepared by:	Urban Solar Corp.
Date:	July 24, 2013
Valid for:	30 days
F.O.B.:	Porterville, CA
Email:	<a href="mailto:harper@urbansolarcorp.com">harper@urbansolarcorp.com</a>

Notes: Site location: Porterville, CA.

Pricing; USD. Pricing good for quantities up to 250 systems per order.

Part #	Description	Qty	Unit Price	Total Price
<b>Components</b>				
1	PV-Stop	160	\$ 990.00	\$ 158,400.00
	Automatic			
	See ralcolor.com for powder coat selection.			
	Specifications per overview brochure.			
	Pricing, per Intercity/Trimet agreement #10-11.			
	Notes: Installation & Operation manual incl.			
	Design and Engineering - included		incl	incl
	Shipping & handling - included	1	incl	incl
	Terms: Net 30			

Accepted:	Date:	<b>Total :</b>	<b>\$ 158,400.00</b>
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Customer (Print name):

PO number/reference: