



CITY OF RAPID CITY

Engineering Services

300 Sixth Street
Rapid City, SD 57701-2724

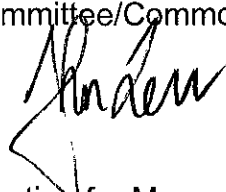
Telephone: (605) 394-4154 FAX: (605) 394-6636

www.rcgov.com

E-mail: john.less@rcgov.org

MEMORANDUM

TO: Public Works Committee/Common Council

FROM: John Less, P.E. 
Traffic Engineer

SUBJECT: Request Authorization for Mayor & Finance Office to Sign
Maintenance Contract for City Street Lights
Project ST06-1148

DATE: November 17, 2006

BACKGROUND:

- City Council on October 15, 2001 awarded the Maintenance Contract for City Street Lights to then low bidder, Solar Sound Corporation, dba Lighting Maintenance. The contract provisions included a sixty-month (60-month) contract renewal option (at the 2001 unit prices) under mutual agreement of both parties.
- The contractor has demonstrated over the life of the contract a complete compliance with the performance and material specifications.
- Funding for the street light maintenance contract is included in the annual budget for cost center 304.

REQUESTED ACTION:

Staff requests that the Common Council authorize the Mayor and Finance Officer to sign the renewal for the Maintenance Contract for City Street Lights.



EQUAL OPPORTUNITY EMPLOYER

**CONTRACT BETWEEN
SOLAR SOUND CORPORATION, dba LIGHTING MAINTENANCE
AND THE
CITY OF RAPID CITY**

THIS AGREEMENT is entered into this day of _____, 2006, by and between Solar Sound Corporation, dba Lighting Maintenance, hereinafter referred to as the "Party of the Second Part", and the City of Rapid City, South Dakota, a first class municipal corporation organized under the laws of the State of South Dakota, hereinafter referred to as the "Party of the First Part"

WITNESSETH: The Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as described in the specifications for the project

**MAINTENANCE CONTRACT FOR CITY STREET LIGHTS
PROJECT NO. ST06-1148
(formerly PROJECT NO. ST01-1148)**

prepared by the Engineering Services Division of the City of Rapid City, incorporated herein by this reference, and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and Standard Specifications which are hereby made a part of the Contract.

ARTICLE 2. TIME OF COMPLETION

Liquidated damages shall be charged for failure to comply with contract time requirements as specified in the Detailed Specifications. All time extensions shall be issued only by the Party of the First Part through its City Engineer and shall only be granted for good cause, which is defined as beyond the control of the Party of the Second Part.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Two thousand one hundred seventy two and 97/100 Dollars Per Month
(\$2,172.97)

(one thousand seven hundred eleven (1,711) streetlights at a unit cost of one dollar and 27/100 Dollars (\$1.27) per light per month)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Payment shall be made monthly, provided all contract provisions are being met. All maintenance work is to be documented by the Party of the Second Part and provided to the Party of the First Part per the Detailed Specifications.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Special Provisions, Special Conditions, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated. The said Party of the Second Part further agrees and states that it has studied the Detailed Specifications and that it is familiar with the terms and conditions stipulated therein.

ARTICLE 6. ASSIGNMENTS AND TRANSFERS

The Party of the Second Part may not resell, assign, or transfer any of its rights hereunder. Any attempt by the Party of the Second Part to resell, assign, or transfer such rights shall result in immediate and automatic termination of this Contract, without liability to the Party of the First Part.

ARTICLE 7. INDEMNITY

The Party of the Second Part agrees to indemnify, defend and hold harmless the Party of the First Part against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the Party of the First Part may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Party of the Second Part and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Party of the Second Part or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Party of the Second Part. The Party of the Second Part further agrees to make full reimbursement for any damage to existing property or property being installed, which may result from operation under or in connection with the Contract by the Party of the Second Part, its subcontractor(s) or any person, firm, partnership, or corporation employed or engaged by the Party of the Second Part. The Party of the Second Part shall not be liable to the Party of the Second Part under this paragraph for loss, damage, costs, and expenses that are the direct result of the sole negligence of the Party of the First Part.

ARTICLE 8. INSURANCE

The Party of the Second Part shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Contract.

<u>Type of Coverage</u>	<u>Minimum Limits of Coverage</u>
A. Workers' Compensation Employer's Liability	Statutory \$1,000,000
B. Comprehensive General Liability (including Contractual Liability and Completed Operations) Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
C. Comprehensive Automobile Liability (when applicable) (Owned, Hired, and Non-owned Vehicles) Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each person \$1,000,000 each accident \$1,000,000 each occurrence

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Contract. Acceptable Certificates of Insurance confirming the above coverage shall be filed with the Party of the First Part before commencing any work and/or services. Such Certificates shall afford the Party of the First Part thirty (30) days written notice of cancellation or of a material change in coverage. The Part of the First Party's failure to obtain from the Party of the Second Parts Certificates of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

ARTICLE 9. Invalid Sections

The provisions of this Contract shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Contract is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

ARTICLE 10. Venue

The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this

agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

ARTICLE 11. Term.

The term of this contract shall be 60 months and shall commence on _____, 200_, and end on _____, 201_.

This Contract shall be renewable for an additional 60 months upon mutual agreement of both parties.

Dated this 16th day of November, 2006.

Solar Sound Corporation, dba
Lighting Maintenance

By: Lloyd Jung
Lloyd Jung

Its: Vice President
Vice-President

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On this the 16th day of November, 2006, before me, the undersigned officer, personally appeared Lloyd Jung, known to me or satisfactorily proven to be the person whose name is subscribed within instrument and acknowledged that they executed the same for the purposes therein contained and that they had the authority to do so in the name of Solar Sound Corporation, dba Lighting Maintenance, as its Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn Larsen
Notary Public, South Dakota
My Commission Expires: 3/27/2007

(SEAL)

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

STATE OF SOUTH DAKOTA }
COUNTY OF PENNINGTON } SS.

On this the _____ day of _____, 2006, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires:

(SEAL)

CITY STREETLIGHT CONTRACT SPECIFICATIONS

The City Streetlight Maintenance Contractor shall be responsible for the following:

1. Maintain certain streetlights in the City of Rapid City as shown in the table beginning on Page DS-2 and DS-3. The City may amend upon written notice the list of maintained streetlights by the Contractor without changing the contract unit price.
2. Repair any defective lighting fixture and to furnish and install necessary replacement items by five o'clock p.m. on the next working day following notice of such defect by the Owner and at the time of periodic inspection or cleaning.
3. Make repairs to defective lighting fixtures at the time of periodic inspection and/or cleaning.
4. Inspect the Owner's installation upon request from the Owner.
5. Wash all fixtures and replace all lamps within three (3) months of contract issuance.
6. Contractor shall provide the Owner with activity logs no more often than monthly and no less often than quarterly. Such logs shall include location, problem, action taken, time required, and other items deemed necessary by the City.
7. Items covered under this contract include any wiring or electrical equipment within the lighting fixture itself and the following: Lamp, lens, photocell, lens frame, socket, fuse, fuse holder, ballast, and starter.
8. Contractor shall not be required to make any replacement or repair to any lighting fixture by reason of damage from a source outside the fixture itself under contract.
9. Contractor shall not be held liable for non-performance of any obligations herein set forth, provided such failure of performance is due to strike, accident, acts of God, or other causes beyond its control.
10. Contractor shall maintain all repair vehicles and equipment in safe operating condition.
11. Warning and traffic control devices required for activities within the right of way shall be in compliance with the current Manual on Uniform Traffic Control Devices.
12. All changes to the streetlight list will be effective the first day of the month following written notice to the contractor.

Street light Maintenance Contract Agreement: Project No. ST06-1148

Summary of Quantities

October-06

ROADWAY:	LIMITS:	250 HPS	400 HPS	1000 HPS	450 MP	TOTAL:
5TH ST	NORTH ST TO HELIPAD	34	13			47
5TH ST	HOSPITAL HELIPAD TO MINNESOTA ST		24			24
5TH ST	MINNESOTA ST TO CATRON BLVD		31			31
6TH ST	MAIN ST TO OMAHA ST		4			4
8TH ST	OMAHA ST TO NORTH ST		8			8
CAMBELL ST	E NORTH ST TO OMAHA ST		11			11
CAMBELL ST	OMAHA ST TO E ST PATRICK ST		23			23
CAMBELL ST	E ST PATRICK ST TO FAIRMONT BLVD		30			30
CAMBELL ST	MINNESOTA ST TO CATRON BLVD		57			57
CANYON LAKE DR	SOO SAN DR TO JACKSON BLVD	29				29
CANYON LAKE DR	SOO SAN DR TO DAKOTA DR		28			28
CANYON LAKE DR	MOUNTAIN VIEW TO DAKOTA		9			9
CATHEDRAL DR	MT. RUSHMORE TO 5TH ST		5			5
CATRON BLVD	HWY 16 TO SHERIDAN LAKE RD.		12			12
DAKOTA DR	CANYON LAKE DR. TO W MAIN	3				3
DEADWOOD AVE	OMAHA ST TO I-90		76			76
DISK DR	HAINES AVE TO LACROSSE		21			21
EAST ANAMOSA	FROM E NORTH TO DEAD END		12			12
E NORTH ST	RILEY ST TO CITY LIMIT		5			5
E ST JOSEPH ST	ELM TO ST PATRICK ST	4	31			35
E ST JOSEPH ST	ST PATRICK ST TO SD 79		14			14
E. BLVD	ST JOSEPH ST TO E. DENVER ST		28			28
E. HWY 44	CAMBELL ST TO JOLLY LN		55			55
E. OMAHA ST.	MAPLE AVE TO CAMBELL ST		22			22
EGLIN ST	E ANAMOSA TO R.R. TRACKS	9	1			10
ELK VALE RD	SD-44 TO HOMESTEAD ST	29				29
FAIRMONT BLVD	US-16 TO WEST OF US-16	3				3
HAINES AVE	I-90 TO DISK DR		9			9
HAINES AVE	NORTH ST TO I-90		22			22
HAINES AVE	DISK DR. TO NORTHRIDGE DR.		22			22
HAINES AVE	NORTHRIDGE DR TO AUBURN DR		19			19
I-190	SILVER ST TO I-90		36			36
I-90	HAINES INTERCHANGE (EXIT 58)		21			21
I-90	I-190 TO MAPLE		54			54
I-90	U.S. 16 INTERCHANGE (EXIT 60)	15				15
I-90	ELK VALE ROAD (EXIT 61)	27				27
I-90	SILVER ST INTERCHANGE	17	17			34
I-90	WEST BLVD TO LACROSSE ST		20			20
KANSAS CITY	W BLVD TO 9TH ST	3				3
LACROSSE	ANAMOSA ST TO I-90		12			12
LACROSSE	E. NORTH ST TO ANAMOSA ST		14			14
LACROSSE	I-90 TO DISK DR		3			3
LACROSSE	OMAHA ST. TO EAST NORTH ST.	24				24
MAIN ST	EAST BLVD TO WEST BLVD	30				30
MT RUSHMORE RD	ST PATRICK ST TO KANSAS CITY ST		28			28
MT RUSHMORE RD	OMAHA ST TO KANSAS CITY ST	7	6			13
NEW YORK ST	5TH ST TO 2ND ST	6				6
NORTH PLAZA DR			4			4
NORTH ST	WEST BLVD TO 5TH ST		10			10
OMAHA ST	W. BLVD TO MAPLE AVE		3			3
OMAHA ST	12TH ST TO EAST BLVD		12		62	74
OMAHA ST	LACROSSE TO CAMBELL		5			5
PARK DR	CORRAL DR TO WONDERLAND DR		6			6
SHERIDAN LAKE RD	CANYON LAKE DR. TO RAPID CREEK		7			7
SHERIDAN LAKE RD	JACKSON BLVD TO HIDEAWAY LN	5	46			51
SHERIDAN LAKE RD	HIDEAWAY LN TO S WILDWOOD DR		29			29
SILVER ST EXIT RAMP		1	6			7
ST JOSEPH ST	EAST BLVD TO BIRCH ST	16				16
ST JOSEPH ST	WEST ST TO EAST BLVD	30				30
ST PATRICK ST	5TH ST TO MT RUSHMORE RD	5				5
ST PATRICK ST	CAMBELL ST TO SD 44		31			31
ST PATRICK ST	ELM AVE TO CAMBELL ST		14			14
ST PATRICK ST	ELM ST TO 5TH ST		14			14
ST PATRICK ST	DEADWOOD AVE TO STURGIS RD		33			33
W CHICAGO ST	MT VIEW RD TO WEST BLVD	2	9	17		28
W MAIN ST	SOO SAN DR TO STURGIS RD		3			3
W MAIN ST	STURGIS RD TO MT VIEW RD			25		25
W. OMAHA ST	DEADWOOD AVE TO W BLVD		22			22
W. OMAHA ST	U-HAUL SERVICE ROAD		5			5
WEST BLVD	ST JAMES ST TO ST PATRICK ST	18				18
WEST BLVD	MAIN ST TO OMAHA ST			3		3

Street light Maintenance Contract Agreement: Project No. ST06-1148						
Summary of Quantities		October-06				
INTERSECTIONS						
1ST ST & MAIN ST		4				4
1ST ST & ST JOSEPH ST		4				4
2ND ST & ST JOSEPH ST		4				4
2ND ST & MAIN ST		4				4
3RD ST & MAIN ST		4				4
3RD ST & ST JOSEPH ST		4				4
4TH ST & MAIN ST		4				4
4TH ST & ST JOSEPH ST		4				4
5TH ST & COLUMBUS ST		3				3
5TH ST & FAIRMONT BLVD		2				2
5TH ST & KANSAS CITY ST		2				2
5TH ST & MAIN ST		2	1			3
5TH ST & OMAHA ST			0			0
5TH ST & ST JOSEPH ST		2	1			3
5TH ST & ST PATRICK ST		4				4
6TH ST & MAIN ST			2			2
6TH ST & ST JOSEPH ST			2			2
7TH ST & MAIN ST			2			2
7TH ST & ST JOSEPH ST			2			2
9TH ST & MAIN ST		4				4
9TH ST & ST JOSEPH ST		4				4
9TH ST & KANSAS CITY		4				4
32ND ST & JACKSON BLVD				1		1
ANAMOSA ST & LACROSSE			1			1
CAMBELL ST & E NORTH ST			4			4
CAMBELL ST & E ST PATRICK ST			3			3
CAMBELL ST & OMAHA ST			4			4
CANYON LAKE DR & JACKSON BLVD		2				2
CANYON LAKE DR & SOO SAN			3			3
CANYON LAKE DR & SLR			3			3
COLUMBUS ST & MT RUSHMORE RD			3			3
DEADWOOD AVE & I-90			4			4
DISK DR & HAINES AVE			2			2
ELM & FAIRMONT			4			4
E NORTH ST & LACROSSE			3			3
E ST JOSEPH ST & E ST PATRICK ST		4				4
EAST BLVD & OMAHA ST			3			3
EGLIN ST & US 16			3			3
FAIRMONT BLVD & SD 79			2			2
FRANKLIN ST & MT RUSHMORE RD		2	1			3
HAINES AVE & NORTH ST			2			2
HAINES AVE & VAN BUREN ST		2				2
HAINES AVE & I-90 UNDERPASS			9			9
HWY 79 & 16B			10			10
I-190 & I-90 INTERCHANGE			10			10
JACKSON BLVD & MT VIEW RD			1			1
JACKSON BLVD & PARK DR		1				1
JOLLY LN & ST PATRICK ST		3				3
KANSAS CITY ST & MT RUSHMORE RD		3				3
LACROSSE & OMAHA ST		2				2
MAIN ST & MT RUSHMORE RD		4				4
MAIN ST & WEST BLVD		1	1	1		3
MAPLE AVE & OMAHA ST			2			2
MINNESOTA ST & SD 79				1		1
MT RUSHMORE RD & OMAHA ST			0			0
MT RUSHMORE RD & ST JOSEPH ST		4				4
MT RUSHMORE RD & ST PATRICK ST			3			3
MT VIEW RD & OMAHA ST			5			5
OMAHA ST & WEST BLVD			0			0
ST JOSEPH ST & WEST BLVD		1		1		2
STURGIS RD & W CHICAGO ST			2			2
W BLVD & FULTON		4				4
W BLVD & CLARK		4				4
W BLVD & COLUMBUS		4				4
W BLVD & FAIRVIEW		4				4
W BLVD / KANSAS CITY		4				4
W BLVD & MAIN		1				1
W BLVD & ST JAMES		4				4
W BLVD & ST JOSEPH		2				2
W BLVD & QUINCY		4				4
W BLVD & SOUTH		4				4
TOTAL:		440	1160	49	62	1711