



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Matthew R. Fore, General Services Director

**SUBJECT:** Award of Professional Design Services Agreement for the Goleta Community Center Electrical System Replacement Redesign

**RECOMMENDATION:**

- A. Authorize the City Manager to execute a Professional Design Services Agreement with Beacon West Energy Group, LLC for the provision of electrical engineering design services for replacement of the Goleta Community Center electrical system, in an amount not-to-exceed \$135,931, and for a term ending June 30, 2027; and
- B. Authorize a budget appropriation transfer in the amount of \$135,931 from the Facilities Capital and Building Maintenance Reserve to CIP No. 9127 - Goleta Community Center Campus Renovation Project as described in the Fiscal Impact Section.

**BACKGROUND:**

The Goleta Community Center (GCC) has been experiencing ongoing complications with the electrical system, including receptacles that do not function, loss of power in various locations of the facility, lack of grounding, malfunctioning sub-panels, lighting failures, and inability to make repairs due to age and structure of the existing system.

In January 2023, Council approved a Professional Services Agreement with Bureau Veritas to conduct Facility Condition Assessments for multiple City sites, including the Goleta Community Center. On February 16, 2024, Bureau Veritas issued a report for the GCC which detailed multiple deficiencies with the facility's electrical system. As a follow up, staff awarded a contract to JMPE Electrical Engineering to conduct a system assessment in the Fall of 2024 to determine next steps to either repair or replace the system. After thorough on-site inspections and review of archival information, JMPE has recommended a full system replacement (panels and branch circuit wiring).

**DISCUSSION:**

Portions of the facility's electrical system installed during its initial construction in 1927-1928, and subsequent additions in 1948, 1952 and 1958, are still intact and are multiple generations behind current State and local Building Codes. Efforts to replace or repair these components, which consist primarily of aged panels and sub-panels, and branch

circuit wiring are complicated by portions of the system being encased within the concrete walls, or within subsurface and attic crawl spaces.

Due to system obsolescence and limited electrical capacity, the City is unable to make needed facility improvements. Therefore, Staff recommends full replacement of the panels, sub-panels, and branch circuit wiring. The first step in this process is to secure an electrical system replacement design.

#### Procurement Process

On August 20, 2024, City Staff issued a Request for Qualifications (RFQ) to create a Pre-Authorized Consultant List that would cover various engineering, design, project and construction management, planning, real property, surveying, and environmental services. The City received multiple responses which Staff thoroughly reviewed. Staff deemed Beacon West Energy Group, LLC (Beacon West) qualified as an authorized consultant under the Electrical Engineering category and the City Council affirmed their inclusion to the Pre-Authorized Consultant List on January 21, 2025.

The City requested a proposal from Beacon West for Electrical System Replacement Design Services on May 8, 2025. Beacon West submitted a final scope of work and cost proposal on June 9, 2025, which General Services staff reviewed and accepted.

#### Recommended Award

Based on its extensive electrical design experience with both private and public entities and detailed project understanding, Staff recommends that Council authorize the City Manager to execute a professional design services agreement with Beacon West to complete the electrical system design work.

The cost of electrical engineering services to be provided by Beacon West pursuant to its proposal is \$123,614. Staff recommends that Council authorize the City Manager to execute an Agreement with Beacon West in an amount not-to-exceed \$135,931, which includes a contingency of \$12,317 to be used for additional services that may be required to complete the design, permitting, bidding, and construction support for the Project.

#### Next Steps

Staff will work with Beacon West to create a replacement design that will bring stability to the electrical system and enhance operations at the GCC once implemented. The campus will eventually require a new Southern California Edison (SCE) service in the future to accommodate further development and operations. Thus, the new system design will contemplate future installation of an upgraded SCE service, as well as the possible addition of an emergency generator, solar and battery storage, increased capacity to add HVAC system to feed a possible cooling center, and potentially EV Charging stations.

Design is estimated to take approximately six months, with a targeted date for bidding on the construction and installation component in late 2025 or early 2026. Construction is expected to commence in early Spring 2026.

**GOLETA STRATEGIC PLAN:**

**City-Wide Initiative: 5.0** – Strengthen Infrastructure

**Strategic Goal: 5.4** – Protect and maintain our City-owned facilities and critical operational assets (vehicles and computing infrastructure).

**FISCAL IMPACT:**

General Services does not have existing budget to cover the cost of this work. Therefore, this Council action requests approval of a budget appropriation transfer of \$135,931 from the Facilities Capital and Building Maintenance Reserve to Capital Project No. 9127 – Goleta Community Center Campus Renovation (G/L 101-90-9127-57070). The Facilities Capital and Building Maintenance Reserve has a balance of approximately \$1 million and is available for this one-time purpose.

**ALTERNATIVES:**

The Council may elect not to award the Agreement to Beacon West and direct Staff to negotiate with another responsive vendor. However, doing so would delay assembly of design documents, permit submittals, and bidding tasks.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENT:**

1. Professional Design Services Agreement with Beacon West Energy Group, LLC

## **ATTACHMENT 1**

Professional Design Services Agreement with Beacon West Energy Group, LLC

**Project Name: Electrical System Replacement Design for the Goleta Community Center**

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
BEACON WEST ENERGY GROUP, LLC**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **BEACON WEST ENERGY GROUP, LLC**, a California Limited Liability Company (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional design services to replace the electrical system at the Goleta Community Center campus; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with the Goleta Community Center (GCC) Electrical System Replacement shall generally include the design for the replacement of panels, sub-

panels, branch circuit wiring, and the installation of new receptacles, for the main GCC facility and the two associated classroom structures as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

### **3. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$135,931 (herein "not to exceed amount"), comprised of: 1) a base amount of \$123,614; and 2) project contingency totaling \$12,317 as described in Exhibit B; and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

**(b) Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

## **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Patrick Zuroske, General Services Department. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2027, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the Preliminary Project design Schedule presented in Exhibit "C".

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Joel Toreja is deemed to be specially experienced and is a key member of CONSULTANT's firm and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

**(b) For All Other Liabilities.** Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.



Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this agreement.

- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes,

unemployment insurance, and any other employer obligations associated with the described work.

## **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

## **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

## **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

## **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such

records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

#### **16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

#### **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### **19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

## **20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

## **21. NONDISCRIMINATION**

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

## **22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

## **23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

## **24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

## **25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

## **26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

## **27. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

## **28. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

## **29. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

## **30. PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## **31. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attention: Chris Peltonen, CEO  
Beacon West Energy Group, LLC  
1145 Eugina Place, Suite 101  
Carpinteria, CA 93013

### **32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original and together constitutes one and the same instrument.

**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**BEACON WEST ENERGY GROUP,  
LLC**

\_\_\_\_\_  
Robert Nisbet, City Manager

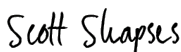
\_\_\_\_\_  
Chris Peltonen, CEO

**ATTEST**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Michelle Pasini, Principal Consultant

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
  
\_\_\_\_\_  
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Scott Shapses, Deputy City Attorney

## **EXHIBIT A SCOPE OF WORK**

### **1.0 PROJECT DESCRIPTION**

Develop plans, specifications, and construction cost estimates for the replacement of subpanels and branch circuits at the Goleta Community Center. The scope of work for the project includes, but is not limited to, the following:

- Preparation of design plans for the replacement and relocation of all panels and branch circuit wiring (including additional receptacles) throughout the complex, including the main building and the two annex structures.
- Development of a schedule outlining the design timeframes, and the permitting and bidding phases.
- Services and support to the City during the permitting phase of the project (through the City of Goleta Planning and Environmental Review Department), including preparation of plans and specifications, permit applications, and plan check corrections and clarifications (if necessary).
- Support to the City during the bidding phase of the project, including assisting the City staff in obtaining approval from the City Council, assistance developing contract documents and bid packages, responding to requests for information (RFIs), preparation of addenda exhibits and clarification drawings, and participation in the pre-bid job walk with the contractor(s).
- Support the City throughout the construction phase of the project, including addressing RFIs, change order review and comment, and periodic site inspections.
- Support the City in the Close-Out process with review of final OEM manuals, warranties, etc., as received from the GC. Assemble (in partnership with the contractor) a set of final as-built drawings at the completion of construction in ACAD and PDF format.

### **2.0 SCOPE OF SERVICES**

Services shall include professional electrical engineering design services. The Beacon West Consulting project team will consist of the following professional staff:

Project Manager  
Sr. Electrical Engineer

Beacon West Energy Group, LLC  
Beacon West Energy Group, LLC

Joel Toreja  
Fred Luo

**2.1 Design Services – Panel Replacement:** Consultant shall provide design for the replacement and relocation of all panels and branch circuit wiring throughout the complex, including the main building and the two annex structures.

**2.1.1** Replace and relocate Panels A (Main Bldg. East Hallway) and B (Main Bldg. West Hallway) and B2 (Main Bldg. Small Federal Pacific Panel located directly above Panel B).

**2.1.2** Replace Panel G (Main Bldg. West Hallway).

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- 2.1.3** Relocate and replace Panel C and D (Main Bldg., Auditorium Stage)
- 2.1.4** Relocate and replace Panel E (Main Bldg., Dining Room Stage) (not shown on original attachment to the RFP, identified in the field)
- 2.1.5** Relocate and Replace Panel T located Classroom 7 (Main Bldg.) (not shown on original attachment to the RFP, identified in the field).
- 2.1.6** Replace existing Gazebo Pedestal Panel B3 (Main Bldg.) (not shown on original attachment to the RFP, identified in the field).
- 2.1.7** Replace Panel F (Main Bldg., Basement)
- 2.1.8** Replace Panel S (Main Bldg. Basement, serves Rainbow School)
- 2.1.9** Replace Panel Q (Mechanical Room at east end of CommUnify Wing) (not shown on original attachment, identified in the field).
- 2.1.10** Replace Panel R (South Annex Bldg., Senior Center Wing)
- 2.1.11** Replace Panels S & S1 (Southwest Annex, Rainbow School Wing)
- 2.1.12** Panel “K” (kitchen) will remain.

**2.2 Design Services – Branch Circuit Wiring & Receptacle Replacement and Additions:** Consultant shall provide design for the replacement of all existing branch circuit wiring and receptacles throughout the complex.

- 2.2.1** Provide Design for new branch circuit wiring as follows:
  - 2.2.1.1 One circuit per classroom or office.
  - 2.2.1.2 Add receptacles where extension cords are used.
  - 2.2.1.3 Add a receptacle in rooms where no receptacles exist on the wall.
  - 2.2.1.4 Add five receptacles in the Dining Hall.
  - 2.2.1.5 Add a 30-amp receptacle next to the auditorium stage.
  - 2.2.1.6 Add two receptacles in the Auditorium on the sidewall which faces the Dining Room.
  - 2.2.1.7 Add two exterior weather-proof receptacles in the courtyard adjacent to the Auditorium.
  - 2.2.1.8 Remove existing receptacles in the classroom buildings and replace them with new receptacles.
  - 2.2.1.9 Provide Design for new wiring to existing interior and exterior light fixtures.

**2.3 Project Design Schedule & Preliminary Phased Construction Schedule:** The Consultant shall provide a schedule outlining their design schedule, including the permitting and bidding phases.

- 2.3.1** The project will proceed internally from Schematic Design through Design Development and Construction Documents (CD's).
- 2.3.2** During design, the preliminary bidding schedule will be created and revised to reflect current bidding environment and timeframes to move the project through the City Council award process.
- 2.3.3** During design, a preliminary construction phasing schedule will be developed by the Consultant.

Revisions to this schedule will be made throughout design, and then by the contractor once the construction project is awarded.

Phasing Notes: A phased approach to project implementation will be required due to the planned on-going use of the building during the construction. The Consultant will create, in partnership with the City, a project approach that will minimize the disruptions in services offered at the site, and this approach will be included in the plans and specifications used for permitting and bidding.

**2.4 Permitting:** The Consultant will provide services and support during the permitting phase of the project, including, but not limited to, the following:

**2.4.1** Complete plans and specifications required for submittal to the City's Planning & Environmental Review Department's (PER) (i.e., Building Division).

**2.4.2** Assemble the permitting application.

**2.4.3** Support the City General Services (GS) Department as the project "Applicant." The City shall be responsible for all permitting fees.

**2.4.4** The Consultant shall provide complete plan check corrections and clarifications.

**2.5 Project Bidding & Award Support:** The Consultant shall provide the following services and support during the bidding phase of the project:

**2.5.1** Assist City staff in obtaining approval from the City Council to bid the plans, specifications, and working details.

[Note: City staff will prepare and submit the required staff report to the internal departments for legal review and inclusion on a City Council agenda.]

**2.5.2** Assist in the development of final contract documents and complete bid packages for bidding, incorporating final construction documents and technical specifications.

**2.5.3** Provide bidding support services with issues such as answering contractor requests for information (RFI) and assisting in the preparation of addenda exhibits and clarification drawings as required.

**2.5.4** Participate in the pre-bid job walk with the contractor.

**2.5.5** Once a bid is accepted and approved by the City, compile any addendums and changes to the bid package and provide the City with a conformed CDs set labeled "conformed set for construction".

[Note: The City uses the digital platform, PlanetBids for all proposal solicitations. This posting of all bidding documents on the PlanetBids system is managed by the City.]

**2.6 Construction Support:** The Consultant shall provide the following services and support during the construction phase of the project:

**2.6.1** Attend the pre-construction site meeting.

**2.6.2** The Consultant will provide services during the construction phase of

the project, including review and clarification on all Requests For Information (RFIs) and Potential Change Orders (PCOs) review and clarifications.

**2.6.3** The Consultant will attend all project Owner's Meetings with the City and the contractor (and potentially the project Construction Manager) and will provide review comments on all schedule modification requests.

**2.6.4** The Consultant will attend all scheduled City of Goleta Building Department inspections for the project.

**2.7 Project Close-Out Services:** The Consultant shall provide the following services and support during the project close-out phase of the project:

**2.7.1** Review final owner's manuals and other data as prepared for the City by the Contractor.

**2.7.2** In partnership with the contractor, provide final as-built drawings at the completion of construction in ACAD and PDF format.

**2.7.3** Provide Hardcopy 22 x 34 Plan Set, Qty (1).

**2.7.4** Assist the City in identifying (and suggestions for resolution of) all punch list items during the final stages of the project construction.

The Consultant shall prepare Monthly Progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues and schedule completion target dates.

### **3.0 Deliverables**

The design work shall include the following components and deliverables:

#### **3.1 Project Plans:**

**3.1.1** Plan Cover Sheet and Required Notes, included all required codes and symbols legend.

**3.1.2** Electrical demolition floor plan

**3.1.3** Electrical floor plan(s)

**3.1.4** Single line diagram

**3.1.5** Panel schedules

**3.1.6** Scope of work

**3.1.7** Electrical notes and details

**3.1.8** Electrical load calculations

**3.1.9** Bonding and grounding details

**3.1.10** A preliminary construction schedule that will be included in the bid documents. [Note: The contractor will be responsible for the creation and implementation of a final project schedule as part of the bidding process.]

Plans will be provided for City Review at the conclusion of Schematic Design (roughly 50%) and again at 90-95% prior to issuing for permitting.

#### **3.2 Electrical Specifications:**

**3.2.1** Technical specifications (in CSI format).

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General Services Department and Beacon West Energy Group, LLC

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**3.2.2 Front End Specification Sections (OO and 01):** The Consultant and the City will work collaboratively to develop the front-end specifications that will include both the City's General Provisions, Federal Provisions, and a project-specific Bid Form.

**3.3 Cost Estimate(s):** A project cost estimate will be generated at the 90-95% completion phase.

#### **4.0 Exclusions**

The following items are excluded from the Scope of Work:

- 4.1** Lighting & lighting controls.
- 4.2** Standby Power system design.
- 4.3** Photovoltaic solar system design
- 4.4** Electrical service revisions.
- 4.5** Security system design.

#### **5.0 Additional Project Clarifications & Notes**

**5.1 Future SCE Service Upgrade:** The City anticipates that at some point during the design and construction of this project, plans will begin to develop for the future expansion of a new SCE service for the site. All designs provided throughout this project shall include whatever design elements might be required to accommodate a future upgrade in service to the campus.

**5.2 Verification of Dimensions:** The City will supply the Consultant with dimensioned base plan layouts for the buildings. The Consultant will be responsible for verifying all dimensions specific to the Electrical System Replacement project. The City will provide all historical plan documents available for the facilities included in the project scope to the Consultant for review and inclusion in the final plans and specifications.

## EXHIBIT B SCHEDULE OF FEES

This project shall be billed on a time & materials, not-to-exceed basis as follows:

### Phase 1

		TOTAL M.H. BREAKDOWN						TOTAL
		RE	E	PM	D	SEA	MILEAGE	
DESCRIPTION	TOT. MHR	215	165	215	150	69	0.7	
1.1 Design Services – Panel replacement, branch circuit wiring, receptacle replacement throughout the complex (main building and annex structures. Incorporate design plans for conduits for future security system equipment.								
1.2								
1.3								
Field Survey To Figure Out Conduit Routing For Panels, Branch Circuit And Receptacles	20	8	8		4		96	\$3,707.20
Sketchs For Electrical Plan	30	30						\$6,450.00
Specification Writeup	32	24	8					\$6,480.00
Online Diagram	32	16	8		8			\$5,960.00
Electrical Demolition Floor Plan	16	8			8			\$2,920.00
Design Conduit For Future Security System								
Electrical Load Calculations	8	8						\$1,720.00
Panel Sizing And Request for Vendor Quotations	44	24	20					\$8,460.00
Power Conduit And Cable Plan (Electrical Floor Plans)	84	16	8		60			\$13,760.00
Panel Schedule	64	16	8		40			\$10,760.00
Electrical Details	24	8			16			\$4,120.00
Cable Schedule	18	4	6		8			\$3,050.00
Grounding Details	10	4			6			\$1,760.00
Underground Conduit Detail	6	2			4			\$1,030.00
Client Meeting (Assume 2 Hrs/Biweekly + 8/Design Review Meeting	10	4	2	4				\$2,050.00
Project Management	7			4		3		\$1,067.00
<b>PHASE TOTAL</b>	<b>405</b>	<b>172</b>	<b>68</b>	<b>8</b>	<b>154</b>	<b>3</b>	<b>96</b>	<b>\$73,294.20</b>

RE= REGISTERED ENG

SEA= SENIOR ENGINEERING ASSISTANT

E=ENGINEER

PM = PROJECT MANAGER

D= DESIGNER

## Phase 2

		TOTAL M.H. BREAKDOWN						TOTAL
		RE	E	PM	D	SEA	MILEAGE	
DESCRIPTION	TOT. MHR	215	165	215	150	69	0.7	
1.4 Project Schedule to include design work schedule, permitting and bidding schedule.								
1.4.1 Conceptual and Schematic Design								
1.4.2 Preliminary Bidding Schedule for City Council Award Process								
1.4.3 Project Phasing Schedule to Minimize Service Disruptions	10	4		2		4		\$1,566.00
1.5 Permitting Support								
1.5.1 Generate Plans Specifications Submittal for PER, Permit Meetings, Revisions	52	24	4		16	8		\$8,772.00
1.5.2 Assemble the permitting application.	34	8			2	24		\$3,676.00
1.5.3 Support the City General Services (GS) Department	18	16	2					\$3,770.00
1.5.4 Complete Plan-check Corrections and clarifications.	8	4	2		2			\$1,490.00
1.6 Project Bidding & Award Support								
1.6.1 Assist in development of final contract documents/bid package, technical specifications.	8	4				4		\$1,136.00
1.6.2 Compile Drawings For Bid	12	2			8	2		\$1,768.00
1.6.3 RFI Support	4	4						\$860.00
1.6.4 Pre-bid Job Walks	8	4	4				48	\$1,553.60
1.6.5 Compile any addendums and changes to bid package. Provide Conformed CDs set.	4	4						\$860.00
2.3 Project Cost Estimate for 90-95% Completion Phase	42	16	16	6		4		\$7,646.00
<b>PHASE TOTAL</b>	<b>200</b>	<b>90</b>	<b>28</b>	<b>8</b>	<b>28</b>	<b>46</b>	<b>48</b>	<b>\$33,097.60</b>

RE= REGISTERED ENG SEA= SENIOR ENGINEERING ASSISTANT E=ENGINEER PM = PROJECT MANAGER D= DESIGNER

## Phase 3

			TOTAL M.H. BREAKDOWN						TOTAL FOR LINE
			RE	E	PM	D	SEA	MILEAGE	
DESCRIPTION	DWG	TOT. MHR	215	165	215	150	69	0.7	
1.7 Construction Support									
1.7.1 Attend pre-construction meetings		8	4	4				48	\$1,553.60
1.7.2 RFI Support, Change Orders		16	4	8	4				\$3,040.00
1.7.3 Project-Owner Meetings with the City and Contractor		20	12	8				120	\$3,984.00
1.7.4 Meetings With City Of Goleta Building Department Inspections		4	4						\$860.00
1.8 Project Close-Out Services:									
1.8.1 Review final owner's manuals and other data as prepared for the City by the Contractor.		13	8	5					\$2,545.00
1.8.2 Final as-built drawings		20	4			16			\$3,260.00
1.8.3 Hardcopy 22 x 34 Plan Set									
1.8.4 Building evacuation plans, life-safety components.									
1.8.5 Punch list items tracking.		12		12					\$1,980.00
<b>PHASE TOTAL</b>		<b>93</b>	<b>36</b>	<b>37</b>	<b>4</b>	<b>16</b>		<b>168</b>	<b>\$17,222.60</b>

RE= REGISTERED ENG SEA= SENIOR ENGINEERING ASSISTANT E=ENGINEER PM = PROJECT MANAGER D= DESIGNER

### Beacon West Energy Group, LLC Services Cost Proposal:

Beacon West estimates the scope outlined above to be completed at a time-and-material, not-to-exceed cost of **\$135,931**. The cost estimate is broken down into three phases listed below. Additional cost estimate details are found in the Phase breakdowns noted above.

	Estimated Hours							Subtotal	Total w/10% Contingency
	Total Hours	RE	E	PM	SrD	SEA	Miles		
<b>PHASE 1</b> Design Services (Scope 1.1, 1.2, 1.3)	405	172	68	8	150	3	96	\$73,294	\$80,624
<b>PHASE 2</b> Schedule, Permitting, and Bidding (Scope 1.4, 1.5, 1.6)	200	90	28	8	28	46	48	\$33,098	\$36,407
<b>PHASE 3</b> Construction and Close-out Support (Scope 1.7, 1.8)	93	36	37	4	16		168	\$17,223	\$18,900
	698	298	133	20	198	49	312	\$123,614	<b>\$135,931</b>

**Extra Services commissioned by the City shall be billed at the following Beacon West Energy Group, LLC - Hourly Rates (June 2025):**

Position	Hourly Rate
RE: Registered Electrical Engineer	\$215
PM: Project Manager	\$215
E: Electrical Engineer	\$165
SEA: Senior Engineering Assistant	\$ 69
SrD: Senior Designer	\$150

**Note 1: Reimbursable Expenses:** There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, Beacon West Energy Group, LLC shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

**EXHIBIT C**  
**PRELIMINARY PROJECT SCHEDULE**

Beacon West Energy Group, LLC will proceed with the work upon approval from the City of Goleta. The following schedule assumes authorization to proceed in July 2025:

City Council Award of Contract .....	July 15, 2025
Authorization to Proceed .....	July 2025
Kick-Off Meeting (1-day) .....	July 2025
Schematic Design (8-wks).....	September 2025
Design Development (4-wks) & Construction Documents Design (4-wks) .....	November 2025
Agency Review – Goleta Building Dept. (5-wks)...	Dec. 2025
Bidding Assistance (Assume 4-wks) .....	January 2025
Construction Administration (4-mo).....	Feb. - July 2026
Project Close-Out.....	August 2026

**Note 1:** Upon Authorization to Proceed, Beacon West Energy Group LLC will assemble a formal design schedule (and a preliminary construction schedule) in Microsoft Excel or Microsoft Projects. Schedule will be reviewed during scheduled design team review meetings.

**Note 2:** All construction activity shall be coordinated with the City of Goleta schedule.