



Agenda Item A.2
CONSENT CALENDAR
Meeting Date: February 5, 2019

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Michael Winnewisser, Assistant Engineer

SUBJECT: Award Professional Design Services Agreement with Tanko Streetlighting Inc. for the LED Street Lighting Project

RECOMMENDATION:

Authorize the City Manager to execute a Professional Design Services Agreement with Tanko Streetlighting Inc. for professional design and auditing services and installation of LED lights for the LED Street Lighting Project in the total not to exceed amount of \$115,814, with an expiration date of December 31, 2023.

BACKGROUND:

In April 2015, the Energy Network presented a report to the City Council including an overview of the City's energy consumption. Their analysis determined, for 2013, the City expended a significant portion of the City's total annual cost for electricity (\$288,574) on street lighting of various types. The Energy Network attributed a significant portion of the energy use (approximately 57% of the total kWh/yr.) and total annual energy cost (approximately 75% of the total cost) to Southern California Edison (SCE)-owned unmetered streetlights. The City began reviewing the feasibility of participating in the process SCE and the California Public Utilities Commission (CPUC) developed for cities to purchase SCE-owned streetlights and then convert them from High Pressure Sodium (HPS) lights to Light-Emitting Diode (LED) lights as both an energy and cost savings measure. In July 2015, Goleta submitted the \$10,000 fee and completed the application for SCE to provide the acquisition costs and valuation. In 2016, SCE provided the City the sale price valuations for the poles, lights, additional assets, and transfer of ownership costs.

On April 4, 2017, Council authorized executing a Purchase and Sale Agreement with SCE to purchase 1,296 out of 1,576 streetlight poles. The City executed the agreement on November 30, 2017, for \$498,312. Additional costs included an estimated severance cost of \$41,666 and all taxes arising in connection with the sale and transfer of the facilities. Additionally, Council authorized retrofitting the newly acquired streetlights with LED lights,

with the associated agreements and financing options brought back to Council for consideration and approval at a future date.

The primary advantages of acquiring the streetlights from SCE and converting to LED include:

- Reduction in the City's streetlight electricity bill,
- Reduction in energy consumption by the City,
- Reduction in streetlight maintenance costs,
- Improved lighting conditions resulting in improved public safety, and
- Lease revenue opportunities for the City as cell providers expand their networks.

On December 3, 2018, Public Works advertised a Request for Qualifications / Request for Proposals (RFQ/RFP) on ebidboard.com, as well as the City website and bulletin board. The RFQ/RFP requested consultants with specialized experience in the acquisition of the SCE street light system, experience in the transition to a City-owned and operated asset, experience with the conversion from high pressure sodium type luminaires to an LED system, and a maintenance program. Consultants submitted cost estimates in separate, sealed envelopes, as the selection was based on qualifications alone. The City received qualifications from two firms, Siemens and Tanko, and ultimately chose Tanko as the most qualified.

The following discussion presents the rationale behind the consultant selection, the phases included in the scope, the next steps, and the financial obligations.

DISCUSSION:

The LED Street Lighting Project (Project) is a multi-phased project to provide improved lighting quality for our streets, sidewalks, and crosswalks that also uses less energy and provides a decrease in the utility bills. The three phases of the project are:

- Phase 1 – Acquiring and transitioning the streetlights from SCE to the City,
- Phase 2 – Converting to LED, and
- Phase 3 – On-going streetlight maintenance.

The following scope of work for the Professional Services Agreement with Tanko (Attachment 1) includes Phases 1 and 2 only. The recommendation and supporting details discussed below are based on the qualifications-based selection (QBS) process. The selection staff from the Public Works and Planning and Environmental Departments are recommending Council authorize the Professional Design Services Agreement. The Agreement with Tanko will cover only the first two phases.

Before the completion of Phase 2 and commencement of Phase 3, Public Works will procure street light maintenance services.

Phase 1 – Acquisition Phase

The first phase of the contract will begin as soon as a contract is executed. Tanko will perform an audit of all SCE owned streetlights in the City. The audit will be completed before the spring of 2019. Once complete, Tanko will begin communications with SCE to reconcile any differences between its audits and SCE's audit. In addition to reconciling any count discrepancies with SCE, this audit will also generate a GIS map of all streetlights in the City. Tanko will also develop a City pole identification numbering system and specify tag characteristics, material, and location on the pole for City approval. Following the audit, Tanko will represent the City in final negotiations with SCE to complete the acquisition.

Streetlight System Composition

As noted in the April 4, 2017, report to Council, SCE's valuation for Goleta provides an overview of the composition of the LS-1 streetlight system. Out of a total 1,576 poles, 1,337 (85%) are non-wood. The age of the system ranges from the 1950s to the present, with 973 (62%) of the total poles constructed in the 1960s. The resulting number of sellable poles is 1,296, with the majority of those consisting of Marbelite (concrete) and steel. A few of the remaining poles consist of fiberglass or wood.

This valuation of the acquisition does not include poles which SCE has indicated are not available for purchase. Poles not available for purchase include wood poles with lights which provide third party services and poles with underground service conduits. Included in the acquisition are the streetlight poles and all wiring above the access cover on the poles, while any damage or interruption to electrical service below the access cover remains the responsibility of SCE.

Tanko intends to engage in negotiations with SCE for the purchase of all streetlights, including those deemed not available for purchase by SCE. This would allow the City to receive revenues from poles with third party services attached.

In addition to performing count and description of each pole to be acquired, Tanko will fix an identification plate to each pole, locate it by GIS, and provide the City with a base map of all City-owned light poles to be incorporated into the City GIS system. This system will be useful to track the LED conversion phase of the project, as well as maintain the City's service and maintenance activities.

Color Temperature

In the final stages of the acquisition phase, and at the onset of the conversion phase of the project, Tanko will assist staff in public outreach to determine a comfortable and safe lighting level. Options to minimize issue with high color temperature (CT) levels include lowering the CT to 2,800K, and/or implementing back shields on LED lights in residential neighborhoods. Tanko will perform photometric analyses of all neighborhoods in the City affected by the new LED lights. Based on the location of the street lights, Tanko will be able to determine the appropriate wattages to optimize safety while retaining comfortable

levels of light. A pilot program will be initiated to test the wattages and determine the appropriate CT and test back shields.

Phase 2 – LED Conversion Phase

The second phase of the project includes converting the newly acquired high pressure sodium luminaires to LED lights. Tanko will assist the City in choosing the safest, most cost-effective products in line with the needs of the community and industry standards. Tanko will assist Public Works in presenting options to the public and City Council at critical decision points. Additionally, as different types of streets (i.e. arterial, collector, residential) require different levels of lighting, Tanko will develop a plan that addresses the type of street, the corresponding required wattage of the LED fixture, and light fixture components. Tanko will assist the City in pursuing financing options to fund LED conversion, including On-Bill Financing (OBF) with SCE, and providing the City with analysis and recommendations regarding various funding options.

Once the funding is secured for the lights, Tanko will procure the materials to complete the retrofitting of the City-owned streetlights. They will coordinate with the City and be involved in community outreach in order to inform residents of the streetlight retrofit, the benefits of LED lighting, and publicize the schedule of the areas to be retrofit.

Phase 3 – Maintenance Phase

The third phase of the project is the Maintenance of the LED streetlights. Public Works will procure maintenance services in Summer 2019.

Project Cost Estimates

Project Components	Estimated Costs
Phase 1 – Acquisition	\$49,355
Phase 2 – LED Conversion	\$55,930
10% Contingency	\$10,529
Total Not to Exceed Amount	\$115,814
Cost of City Staff Labor*	\$13,000

*Estimated

Next Steps

Once the agreement is approved, Phase 1 of the LED Street Lighting Project will commence within the time frames noted by Table 1 below. Tanko will perform a comprehensive audit of SCE owned streetlights. This data will be reconciled with SCE's own data to correct any inconsistencies between them. Once reconciled, the City will purchase the poles, and Council will decide on an LED fixture based on Staff recommendation. Once a fixture is chosen, Tanko will begin the LED conversion phase.

Table 1: Schedule of Tasks

Phase 1: Acquisition	
Comprehensive GIS Audit of Existing Streetlights	3-4 weeks
Data Reconciliation	3-6 weeks
Cut-Over Cost Analysis	1-2 weeks
Design	4-6 weeks
LED Fixture Identification	5-7 weeks (Concurrent with Design)
Streetlight Acquisition Support	Ongoing
Financial Analysis	1-2 weeks
Staff Report	6 weeks
Council Presentation	1 day
Phase 2: LED Conversion	
Materials Procurement	8-12 weeks
Community Outreach and Notification	2-4 weeks
Logistics Management	2 weeks
Installation	8 weeks
Commissioning	3 weeks
Rebate and Tariff Change Coordination	4 weeks
Training of City Staff	1-2 weeks
Final Reporting	4 weeks
Phase 3: On-Going Maintenance	
Pre-LED Conversion Maintenance Services	6-9 months
Post-LED Conversion Maintenance Services	4-5 years

GOLETA STRATEGIC PLAN:

The Project which includes acquisition of the streetlight system and LED retrofit is consistent with Goleta's Strategic Plan, including the following:

City-wide Strategic Plan Strategies:

- Ensure Financial Stability,
- Strengthen Infrastructure, and
- Maintain a Safe Community.

FISCAL IMPACTS:

The Fiscal Year 18/19 Adopted Budget includes \$1,332,039 under General Fund and OBF-SCE funding.

There is sufficient budget to cover the costs associated with the agreement of \$115,814 and no additional appropriations are necessary.

LED Street Lighting Project Budget FY 18/19		
Fund Type	Account	FY18/19 Adopted Budget
General Fund	101-5-9056-702	\$632,039
OBF-SCE	233-5-9056-705	\$700,000
Total		\$1,332,039

There are various options to finance the cost of the conversion of the streetlights to LED. One of which is On-Bill Financing (OBF). OBF is a loan program designed to facilitate the purchase and installation of qualified energy efficiency measures by eliminating the burden of up-front costs. The monthly loan payment is estimated based on the amount of project energy savings. The OBF program offers 0% interest loans with a maximum 10-year term, no fees or loan costs, and repayment via the SCE utility bill.

As part of the acquisition process, a physical inventory and audit of each streetlight will be conducted. At the conclusion of the inventory, once a final count has been determined, the City and SCE will reconcile the number of streetlights to be transferred with SCEs inventory. The difference in counts will result in a credit or cost for the City depending on which count is lower or higher. Any difference will also affect the contract with Tanko, since the number of streetlights will have changed. There are estimated cost savings associated with having City owned street lights ranging from approximately \$144,000 to \$175,000 per year. These estimates are based on the Energy Network Financial Feasibility Analysis. Financing options related to the retrofit will be brought back to the Council for consideration and approval at a future date.

ALTERNATIVES:

The Council may elect not to authorize the Professional Design Services Agreement with Tanko. The following alternatives are available:

1. Elect not to award the professional services agreement as it is to Tanko and direct Public Works to continue negotiations with Tanko under different terms or conditions, or
2. Elect not to award the professional services agreement to Tanko and direct Public Works to open negotiations with the second most qualified firm Siemens, or
3. Provide further direction to Public Works on proceeding.

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Design Services Agreement with Tanko Streetlighting Inc. for the LED Street Lighting Project

ATTACHMENT 1

Professional Design Services Agreement with Tanko Streetlighting Inc. for the LED
Street Lighting Project (9056)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
TANKO STREETLIGHTING, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 5th day of February, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **TANKO STREETLIGHTING**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional project management services for the LED Street Lighting Project, including audit services, financial analysis, design services, and installation of LED lights; and

WHEREAS, 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

WHEREAS, CITY solicited Requests for Qualifications/Proposals to qualified consultants; and

WHEREAS, CONSULTANT was one of two consultants who provided a Statement of Qualifications/Proposals with a separate sealed fee schedule; and

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 5th day of February, 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

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 project management services in conjunction with the LED Street Lighting Project. Services shall generally include project management support for street light acquisition and LED conversion, 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 \$115,814 (herein "not to exceed amount"), 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 December 31, 2023, 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 the compensation exhibit. 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 Michael Winnewisser, Assistant Engineer 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 December 31, 2023, 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 by the termination date of this agreement.

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. Alex Wurzel 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, except with respect to the following subcontractors:

- Taft Electric, Inc., for lighting pole installation services.
 - Brian Eberhard, Project Manager, and
 - Dave Norwine, Traffic Division Manager

CONSULTANT shall require all subcontractors to secure insurance in accordance with section 10, and provide to CITY all certificates and endorsements to CITY's satisfaction before a subcontractor provides any services.

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 \$5,000,000 per occurrence and \$5,000,000 in the 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 \$4,000,000 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 and in the aggregate.

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

- a) 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 no less than three years after completion of the services required by this agreement.
- d) 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. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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: Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
	TO CONSULTANT: Attention: Alex Wurzel, Senior Energy Advisor Tanko Streetlighting, Inc. 220 Bayshore Boulevard San Francisco, CA 94124

31. 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

CONSULTANT

Michelle Greene, City Manager

Clare Bressani, President

ATTEST

Deborah Lopez, City Clerk

Jason Tanko, Chief Executive Officer

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Phase 1: Acquisition

Task 1: Comprehensive GIS Audit of Existing Streetlights (3-4 weeks)

Task 1.1: Audit Preparation

- Consultant shall determine scope of audit, geographical boundaries, and audit attributes,
- Consultant shall research and review city records for existing inventory,
- Consultant initiating rate change processes with the utility,
- Consultant developing audit maps, scheduling and dispatching auditors to the field.

Task 1.2: Comprehensive Audit

- The horizontal Global Positioning System (GPS) coordinates (latitude, longitude) of each fixture location and date of capture,
- Fixture type,
- Pole mounting configuration,
- Fixture wattage,
- Pole height, mounting type, and mast arm length,
- Pole type, ID number, approximate age,
- Street or highway name,
- Approximate pole address,
- Physical attributes and/or issues – such as electrical hazards, graffiti, tree obstructions, etc.

Task 1 Deliverables:

- Weekly Audit Reports: An overview map listing the locations completed during the data collection phase (showing both weekly and comprehensive progress), along with a description of any issues that the City would need to devote immediate attention to – including electrical hazards, tree trimming needs, etc.

Task 2: Data Reconciliation (3-6 weeks)

Consultant shall submit a data reconciliation report to include the following items:

- Analysis of locations confirmed during the audit,
- Analysis of locations appearing in the utility records but not in the confirmed audit records,
- Analysis of locations confirmed in the audit records but not in the utility records.

Task 2 Deliverables:

- **Pre-Construction Existing Inventory GIS Records:** Electronic GIS records (in an ArcGIS geodatabase format, as well as Excel format) for all existing inventory in the City that has been reconciled with available utility and City records. This information shall be provided as part of the final GIS data submitted upon completion of the project,
- **Reconciliation Report:** A concise report detailing any discrepancies found between records during the data.

Task 3: Cut-Over Cost Analysis (1-2 weeks)

Consultant shall assess cut-over costs from the SCE system, including fees and physical cut-over requirements (i.e. id tags, lockouts, fuse kits, etc.).

Task 3 Deliverables:

- **Cut-Over Cost Report:** A report validating any SCE cut-over costs with explanations as to how these costs were optimized.

Task 4: Design (4-6 weeks)

Consultant shall:

- Develop typical photometric layouts based on assumptions, including wattage, distribution type, pole height, spacing etc,
- Organize the streetlight infrastructure by the following roadway classifications,
 - Residential – Low Conflict
 - Residential – Medium Conflict
 - Residential – High Conflict
 - Collector – Low Conflict
 - Collector – Medium Conflict
 - Collector – High Conflict
 - Arterial – Low Conflict
 - Arterial – Medium Conflict
 - Arterial – High Conflict

- Other unique roadways that need to be evaluated for over/under lit concerns (such as roadways near schools, parks, etc.)
- Conduct a minimum of nine (and a maximum of ten) theoretic photometric layouts (representing the aforementioned roadway classifications) for replacement fixtures of each of the City's preferred fixture brands and lines,
- Develop theoretic photometric layouts for one typical existing fixture per main roadway classification (one for residential, one for collector and one for arterial) to demonstrate baseline conditions and utilize as a point of comparison to the photometric layouts for replacement fixtures,
- Identify and compare photometric modeling results to IES RP8 standards,
- Apply standard LED replacement wattage recommendations based on the location of each existing HPS fixture,
- Address distribution pattern needs for the specific roadway types and neighborhood characteristics (such as cul-de-sac locations) to ensure a tight light distribution pattern and minimize backlighting,
- Confer with the City's safety coordinators and police officers to identify on areas that are currently over- or under-lit and are public safety concerns,
- Review additional data sets to identify potential areas in need of special consideration, including:
 - Available data on pedestrian/vehicle and bicycle/vehicle crash data for areas where light levels and/or spacing have affected public safety
 - Available data on important localized land uses (e.g. parks, schools, hospitals, etc.)
 - Available data on relative volumes of pedestrian and bicycle activity
 - Available data on unique neighborhood characteristics
- Incorporate the analysis of the additional data sets into the design recommendations,
- Select appropriate wattages and distribution types for replacement fixtures to meet the City's needs, while maintaining the objective of providing a simplified design that standardizes inventory,
- Apply the City's preferred products, typical models and special considerations to its GIS inventory to produce maps of the type and wattages by location (see sample maps below), as well as an analysis of the total cost, incentives, savings, and payback for the potential retrofit design,
- Present the options, (optional) pilot installation feedback, and total cost/incentives/savings/payback to the City and obtain its final approval on design,

Task 4.1: Development of City Tag Numbering System (Optional) (1-2 weeks)

Consultant shall develop a City pole ID numbering system and specify tag characteristics, material and location on the pole for approval by the City.

Task 4 Deliverables:

- Replacement Plan Maps: City-wide maps with recommended LED replacement wattages for the City to review and approve,
- Pole Labeling Recommendation: Specific tag characteristics, pole location, and numbering sequence delivered to the City for approval.

Task 5: LED Fixture Identification (5-7 weeks)

Consultant shall provide:

- Needs Assessment: Consultant shall take direction from City to determine specific needs and product choices,
- Product Recommendations: Consultant shall recommend at least three fixture brands with the following elements considered:
 - Fixture Efficiency
 - Light Distribution
 - Country of Origin
 - Fixture Flexibility
 - Product Quality
 - Cost
 - Historical Performance & Longevity

Task 5 Deliverables:

- Final Product Recommendations: Technical specifications for the final product recommendations, based on the City's input.

Task 6: Streetlight Acquisition Support (Ongoing)

Consultant shall assist the City with acquiring its streetlight system from SCE. Including:

- Facilitating the transfer of ownership of the streetlights,
- Providing support throughout the acquisition process,
- Cutover support and documentation.

Task 7: Financial Analysis (1-2 weeks)

Consultant shall utilize the reconciled data from the audit, as well as the City's preferences on fixtures, and/or other products, to develop a financial analysis, to include:

- Baseline energy use, energy cost and operations and maintenance costs,
- Estimated retrofit energy use and operations and maintenance costs,
- Estimated sources of funding, including rebates,
- Calculation of estimated total conversion cost (remaining design tasks, product, and installation), energy reduction, and simple payback,
- Fixed unit pricing,
- Estimated twenty-year projected savings and cash flows.

Consultant shall present the financial analysis to the City for final review of all energy savings and construction cost estimates to ensure accuracy and compliance.

Task 7 Deliverables:

- Financial Analysis: A report outlining baseline conditions, as well as estimated project costs and savings.

Phase 2: LED Conversion

Task 1: Materials Procurement (6-10 weeks)

Consultant shall purchase the City's preferred fixtures from a manufacturer-authorized vendor.

Task 1 Deliverables:

- Product Submittals: Upon approval of final project design, Consultant shall provide the City with final product submittal sheets for final approval.

Task 2: Community Outreach and Notification (2- 4 weeks)

Consultant shall coordinate with City Staff to develop a community outreach and notification plan prior to the commencement of any project activities.

Task 2 Deliverables:

- Project Messaging and Schedule: Specific language, draft press release, and timelines related to project activities to assist with notifying community members of the project.

Task 3: Logistics Management (2 weeks)

Consultant shall submit installation plan to include:

- Ordering schedules,
- Traffic control plan,
- No-fee encroachment permits,
- Waste disposal procedures,
- Installation and commissioning schedules.

Consultant shall facilitate a pre-construction Kick-Off meeting with City staff and installers to review the traffic control plans, work safety, public safety and waste material handling procedures and requirements prior to the start of installation. Consultant shall also coordinate and participate in bi-weekly progress meetings with City staff. Consultant shall prepare all agendas and minutes for all meetings.

Task 3 Deliverables:

- Logistics Management Details: Ordering, traffic control plans, required permits, disposal strategy, pre-construction meeting, ongoing meetings, installation and commissioning schedules.

Task 4: Installation (8 weeks)

Subcontractor, Taft Electric (Electrical Subcontractor), shall perform installation of the LED fixtures for this project.

Electrical Subcontractor shall provide all equipment and manpower necessary for installation, traffic control support, environmental disposal, and maintenance services for this project.

Utilizing the data from the audit and design process, Consultant shall develop installation maps and provide to installers and relevant City staff for accurate project tracking.

Consultant shall submit Weekly Installation Reports to the City.

Task 4 Deliverables:

- Installation Route Map: An overview map identifying the planned installation route by region/neighborhood,
- Installation Maps: Maps with locations and fixture information used to dispatch installation crews and allow City staff to track installation routes,

- Weekly Installation Report: A detailed listing of the locations completed during the installation phase, along with maps corresponding to locations.

Task 5: Replacement Tag Installation (Optional) (8 weeks simultaneously with installation)

Based on the City-approved City Tag Numbering System, Consultant shall install identification tags on all City owned poles.

Task 5 Deliverables:

- Updated Database: At the conclusion of the project, Consultant shall provide an updated database that includes the pole label numbers for each location

Task 6: Waste Disposal (8 weeks simultaneously with installation)

Consultant shall manage all project waste disposal in compliance with the all applicable local, state and federal laws. Documentation of waste disposal will be submitted as part of the final project reporting documents.

Task 7: Commissioning (3 weeks)

Upon completion of the installation, Consultant shall perform final inspection on all fixtures, develop a “punch list” and correct any outstanding “punch list” items, and test lights. Consultant shall provide the City with a complete commissioning report outlining any errors and actions taken to correct errors.

Task 7 Deliverables:

- Commissioning Report: Detailed analysis of final installation verification and testing, including an outline of any errors and actions taken to correct errors

Task 8: Rebate & Tariff Change Coordination (4 weeks)

Consultant shall comply with all requirements to ensure replacement LED luminaires receive rebates for which the City is eligible. Consultant shall prepare all necessary and required documentation for the rebates and submit these to the appropriate departments within SCE. Consultant shall follow up with SCE to confirm the materials have been received and are in process.

Task 8 Deliverables:

- Rebate and Tariff Change Documentation: A compilation of copies of paperwork submitted and processed with SCE regarding rebate applications and tariff changes

Task 9: Training of City Staff (1-2 weeks)

Consultant shall develop and provide a training for City personnel in all aspects of installation, routine operation, maintenance, and safety of the LED fixtures installed.

Deliverables:

- Training Materials: Documentation of training curriculum presented during staff training,
- Maintenance manuals and product warranty documentation.

Task 10: Final Reporting (4 weeks)

Consultant shall provide all necessary documentation to fulfill the requirements of the City's compliance and reporting for this project. This includes:

- Required SCE documentation,
- Pre-and post-construction records of newly installed LED streetlights in the form of electronic GIS format (ArcMAP) records, including date of installation, new fixture installed, and updates on asset condition, as well as confirmation of the City's pre-conversion data (lamp type, wattage, pole type, etc.),
- Environmental waste disposal documentation.

Deliverables:

- Final Reporting Documentation: Final requirements necessary to process the available rebates and tariff changes with the City, as well as post-construction electronic GIS records for all newly-installed streetlights in the City, including all wattages, badge numbers, locations, and other associate attributes, and environmental disposal documentation.

**EXHIBIT B
SCHEDULE OF FEES**

Classification	Rate
Auditor	\$125
Project Manager	\$188
Data Analyst	\$156
Project Associate	\$156
Project Associate	\$15
Principal	\$250