

- **TO:** Mayor and Councilmembers
- **FROM:** Charles W. Ebeling, Public Works Director
- **CONTACT:** Michael Winnewisser, Assistant Engineer
- **SUBJECT:** Approve Design Plans and Award LED Conversion Agreement Amendment for the LED Street Lighting Project (Project No. 9056)

### **RECOMMENDATION:**

- A. Approve the Design Plans and direct staff to initiate the streetlight conversion process for the LED Street Lighting Project; and
- B. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2019-015 with Tanko Lighting, Inc., increasing the contract authority by \$602,963, for a new total contract amount of \$839,524 with a termination date of December 31, 2021.
- C. Approve and direct staff to file a Notice of Exemption under the California Environmental Quality Act for the LED Street Lighting Project;
- D. Authorize additional appropriation of \$120,000 from the General Fund unassigned fund balance to Project No. 9056 account;

### **BACKGROUND:**

In 2015, the City of Goleta began the process of analyzing City energy consumption, specifically focusing on streetlight energy consumption. This analysis included reviewing the feasibility of the City participating in a program for purchasing streetlights from Southern California Edison (SCE). The study looked at the cost of purchasing the streetlights and then converting them from High-Pressure Sodium (HPS) streetlight fixtures to Light-Emitting Diode (LED) lights thereby reducing energy consumption. With the reduction in energy consumption, the City would also reduce expenditures for streetlight electricity consumption. Additionally, SCE offered a financing and rebate program to help fund a portion of the LED conversion as part of an incentive program to conserve energy. In 2017, the City executed a Purchase and Sale Agreement with SCE to purchase approximately 1,300 streetlights. At that time, the City Council also

authorized a Capital Improvement Program (CIP) project for the retrofitting of the streetlights with LED lights once the acquisition was completed. The primary advantages of acquiring the streetlights include:

- Reduction of energy consumption by the City
- Reduction of expenditures for streetlight electricity
- Reduction in streetlight maintenance efforts and costs
- Improved lighting conditions resulting in improved public safety, and
- Lease revenue opportunities for the City as cell phone providers expand their networks

In December 2018, the Department of Public Works proceeded with a procurement process to obtain a consultant with the specialized experience in the acquisition of streetlight systems from SCE. Primary consideration in the selection of consultants included experience in the transition to a city-owned and operated asset and experience in the conversion to LED fixtures. Ultimately, Tanko Streetlighting, Inc. (Tanko) was chosen as the most qualified. With Tanko's assistance, a three-phase project was developed. The phases are:

Phase 1 – Acquire streetlights from the SCE

- Phase 2 Complete the LED Conversion Process
- Phase 3 Develop a Streetlight Maintenance Program

After an extensive process that included identifying the exact streetlights to be transferred to the City, the acquisition of 1,330 lights was completed in March of 2020. At that time, the City became responsible for operations and maintenance of the streetlights. The Department of Public Works has now initiated Phase 2 of the LED streetlight conversion CIP project.

### **DISCUSSION:**

The LED Street Lighting Project proposes to convert City owned streetlights from HPS fixtures to more energy efficient LED fixtures. The purpose of the conversion is to reduce energy use and cost. HPS lights are a 1960s technology that are significantly less energy efficient than today's LED streetlights. The project is estimated to save Goleta more than 345,000 kilowatt hours in energy, about a 50% reduction, and approximately \$115,000 annually in streetlighting energy costs. The energy reduction will also help reduce greenhouse gas emissions.

HPS lights are a low-quality streetlight that produce a yellowish-orange glow. LED lights are not only more efficient but provide a much higher quality of light that is more easily controlled. Ultimately, safety is improved with the higher quality of light and light pollution in outward unwanted directions is significantly more controlled. Figure 1 shows a comparison of LED and HPS streetlights.



Figure 1 – LED vs. HPS Streetlights

As part of the process to deliver a Capital Improvement Program (CIP) project, the Department of Public Works developed a plan for the conceptual design phase of the project. The plan included researching LED streetlight types and benefits, performing a pilot study for City residents to view and comment on, and providing information to the City Council and the public periodically. This project has been presented at three City Council meetings since 2017. There were also meetings in 2015 when the energy analysis was presented and, more recently, the Green Committee received a project update at its March 2021 meeting. The conversation among the committee and participating residents emphasized the need for more public outreach and education. Since that meeting, the design team has updated the project website with a comprehensive Frequently Asked Questions (FAQ) section, informational video, and released several press releases and articles in the Monarch Press. Additionally, an informal virtual Town Hall was conducted on June 22, 2021, to provide information on the project, to discuss the proposed project design plans, and to answer any questions from Goleta residents.

### Pilot Study

Public Works staff (Public Works) performed a LED pilot study in January 2021 to determine the LED manufacturer best suited for the City. Residents were asked to rank various streetlights in the Canon Green Drive neighborhood and provide feedback. The results of the study showed an insignificant difference in manufacturer preference, and more focus on the LED design considerations noted in the comments. These design considerations are discussed in more detail in the following section in this report. Public Works and the design team concluded that General Electric (GE) fixtures were best suited to meet the City's needs. GE fixtures are widely used in California, and based on design and research, GE fixtures provide better light control and distribution. Several of these fixtures have been installed already through the City's streetlight maintenance program.

### **Design Considerations**

The following table summarizes the comments received during the LED pilot study. Each concern will be addressed in this section.

Concern	Night Sky Compliance	Color Temperature	Shielding	Brightness	Environmental
Percentage of Comments	21%	28%	12%	36%	3%

Table 1	- LED	<b>Pilot Study</b>	Comments
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Reducing the upward emission of light coming from the existing HPS lights was an important goal in the City converting to LED streetlights. According to the Dark Sky Association, all streetlights with less than 2% uplight (light directed from the streetlight above the horizontal) are considered Dark Sky compliant. All of the fixtures considered for the Goleta pilot study had 0% uplight. This will result in a significant reduction in "sky glow" and light pollution caused by the current HPS streetlight system.

As shown in Figure 2 below, the streetlight fixtures are also optimized to focus light on the right-of-way. LED streetlight fixture design provides more light control than traditional HPS fixtures. The photometrics of the recommended fixtures also ensure there are no "hotspots" of light where downward light is more intense. Special cases requiring shielding as discussed below.





There are three design criteria that the project team has identified which will result in shield installation upon conversion to LED streetlights. Lights abutting backyards, lights located at certain T-intersections, and lights on certain curved sections of road will automatically include shields. These are reflected in the project design plans and additional shields are identified in the project design plans revisions matrix. Additionally, all lights are capable of being retrofitted with shields in the future. Any resident request for shielding will be considered and implemented as needed as part of the City's streetlight maintenance program.

The color of a streetlight is measured in Kelvin, and the current HPS fixtures have a color temperature of about 2,200K. The lights tested in the pilot study had a color temperature of 3,000K. Public Works received several comments regarding the color and brightness of the new streetlights. After careful consideration and taking into consideration public comments received, Public Works and the streetlight design team are recommending the use of 2,700K streetlights throughout the City. These lights are the lowest mass-produced color temperatures, maintain maximum efficiency, while also providing a warmer, more yellow light compared to the brighter 3,000K, 4,000K, and 5,000K options available and used by many other cities and counties. These lights also conform to the American Medical Association's recommendation for selecting light fixtures with a color temperature no greater than 3,000K.

### Environmental Review

As part of the Capital Improvement Program (CIP) project delivery process, Public Works performs environmental review. Public Works selected Rincon Consultants, Inc. (Rincon) from the City's pre-authorized qualified consultant list to perform environmental review for the project. Rincon determined that the project is categorically exempt (Class 1) from the requirements of the California Environmental Quality Act (CEQA) as specified under Article 19, Section 15301, Class 1 of CEQA Guidelines (Attachment 1) because conversion of the type of light bulbs in streetlights is a minor alteration of an existing facility. Therefore, staff is recommending City Council direct staff to file a CEQA Notice of Exemption/Categorical Exemption for the LED Street Lighting Project.

### Design and Construction/Implementation

The design team have completed design and prepared design plans for LED Street Lighting Project. The design plans show the existing and proposed wattages for all proposed LED streetlight conversions throughout the City. The design plans also identify all the proposed streetlight shield locations. The plans also include a matrix of public comments/requests received along with the design teams recommendations. The design plans are included as Attachment 2.

As discussed above, at the time the LED Street Lighting Project was initiated in 2017 SCE offered a financing and rebate incentive program to help fund a portion of the LED conversion. Unfortunately, the SCE incentive program was discontinued last year because LED streetlights are now so commonplace, and many local agencies have already converted their HPS streetlights to LED fixtures. Fortunately, Public Works staff and the design team were able to obtain SCE temporary authorization to be grandfathered into the SCE incentive program. SCE authorized the SCE incentive program with the City of Goleta with the condition that conversion would need to be completed by December 31, 2021. Public Works and the design team had to expedite the design schedule and public outreach efforts by approximately 1 year in order to try to meet the SCE funding program deadline. Based on the current estimated schedule the installation would be completed in early 2022; however, the design team have identified potential options to expedite the conversion process in order to meet the funding program deadline. To meet this deadline Public Works and the design team have already started

approving streetlight fixture submittals and are coordinating with streetlight vendors, so streetlight orders can be placed immediately after City Council approves design plans and directs staff to initiate the LED conversion process. Therefore, Public Works is recommending that the City Council approve the design plans and direct staff to initiate the streetlight conversion process for the LED Street Lighting Project.

Tanko Streetlighting, Inc. has completed streetlight acquisition from SCE, project public outreach efforts, and the project design phase per the existing Agreement No. 2019-015 and Amendment No. 1. The project is now ready to move into the construction phase of the project and initiate the LED conversion process. Staff have negotiated a scope of work for the proposed Tanko amendment to perform LED conversion and continued streetlight maintenance. Therefore, Public Works recommends City Council authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2019-015 with Tanko Lighting, Inc., increasing the contract authority by \$602,963, for a new total not-to-exceed amount of \$839,524 (Attachment 3).

### **Operations and Maintenance**

Upon acquisition of the 1,330 streetlights from SCE, the City assumed responsibility for maintenance of the streetlight system including streetlight foundations, poles, mast arms, fixtures, and overhead electrical wiring including associated tree trimming services. The streetlight maintenance includes tracking and responding to streetlight outage requests, shielding requests, and emergency streetlight pole knockdowns and/or streetlight electrical wiring issues. The streetlight maintenance program is currently managed under the LED Street Lighting Project and the project team consisting of the City Project Manager, Tanko Streetlighting Inc. and their subcontractor, Taft Electric. The proposed Amendment No. 2 to the Tanko Agreement No. 2019-015 would provide for continued interim streetlight maintenance services until the LED Street Lighting Project is officially completed and closed out. Public Works will initiate a competitive process to select a consultant/subcontractor team to provide long-term streetlight maintenance services and help establish a streetlight maintenance program for the City of Goleta.

For reference, Attachment 4 provides the Tanko Streetlighting, Inc. Agreement No. 2019-015 and Amendments No. 1 (available online only) and Attachment 5 provides the LED Street Lighting Project Presentation.

### FISCAL IMPACTS:

The following table outlines the estimated total project costs for the LED Street Lighting Project.

### Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
Staff	\$42,000	General Fund (101)	\$710,000
Streetlight	\$510,000	Street Lighting (502)	\$210,000
Purchase/Acquisition	φ510,000	OBF SCE Program (233) <sup>1</sup>	
Design (Tanko)	\$240,000	Streetlighting Operating	¢75.000
Environmental (Rincon)	\$5,000	Fund (502-50-5600-51079)	φ <i>1</i> 5,000
LED Conversion and ongoing streetlight maintenance (Tanko)	\$603,000	Additional Appropriation - General Fund (101)	\$120,000
Totals	\$1,400,000	Totals	\$1,400,000

<sup>1</sup>OBF SCE Program funds are contingent on streetlight conversion being completed by December 31, 2021.

### Project Funding

The Tanko Amendment No. 2 for LED conversion and ongoing interim streetlight maintenance totals \$603,000. The current available construction for this project is approximately \$485,000 in General Fund (101) and OBF SCE Program (233) accounts. Additional funding of \$120,000 is needed to support the proposed LED conversion costs.

The table below summarizes the FY 20/21 and 21/22 project budget amounts and funding sources:

Project: LED Street Lighting Project (Project No. 9056)					
Fund Type	Account	FY 2020/21 Carryovers (Estimated)	FY 2021/22 Adopted Budget	YTD Activity	Total Available Budget
Street Lighting	502-90-9056-57070 (Design)	\$45,792	\$0	\$27,792	\$18,000
General Fund	101-90-9056-57010 (Machinery/Equip.)	\$7,045	\$0	\$5,000	\$2,045
General Fund	101-90-9056-57070 (Design)	\$70,405	\$0	\$69,281	\$1,124
General Fund	101-90-9056-57071 (Construction)	\$0	\$200,000	\$0	\$200,000
OBF SCE	233-90-9056-57071 (Construction)	\$0	\$285,000	\$0	\$285,000
	Total	\$123,242	\$485,000	\$102,073	\$506,169
Requested Additional Appropriation					
General Fund	101-90-9056-57071 (Construction)	\$0	\$120,000	\$0	\$120,169
Total with Appropriation		\$123,242	\$605,000	\$102,073	\$626,169

Staff is recommending an additional one-time appropriation of \$120,000 from General Fund unassigned fund balance to support the proposed LED conversion costs. There is approximately \$11.2 million available in General Fund unassigned fund balance.

### ALTERNATIVES:

The City Council may elect not to approve the recommended design, amendment, funding or categorical exemption. However, doing so would significantly delay the project LED conversion phase and will jeopardize the SCE financing and rebate incentive program funding source.

### **Reviewed By:**

Legal Review By:

City Attorney

**Approved By:** 

**Kristine Schmidt** 

Assistant City Manager

Michael Jenkins

Michelle Greene

### ATTACHMENTS:

- 1. CEQA Notice of Exemption/Categorical Exemption
- 2. Design Plan for LED Street Lighting Project (Project No. 9056)
- 3. Amendment No. 2 to Professional Services Agreement No. 2019-015 with Tanko Streetlighting, Inc.
- 4. Tanko Streetlighting, Inc. Agreement No. 2019-015 and Amendments No. 1 (available online only)
- 5. LED Street Lighting Project PowerPoint Presentation

# **ATTACHMENT 1**

LED Street Lighting Project CEQA Notice of Exemption/Categorical Exemption

To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044 County Clerk County of: Santa Barbara 105 East Anapamu Street, Room 407 Santa Barbara, CA 93101	From: (Public Agency): City of Goleta Public Works 130 Cremona Drive, Suite B Goleta, CA 93117 (Address)
Project Title: Goleta Streetlighting Proj	ect
Project Applicant: City of Goleta, Public	Works Department
Project Location - Specific:	
Throughout the City of Goleta	
Project Location - City: Goleta Description of Nature, Purpose and Beneficiarie To be more energy efficient throughou approximately 1,300 non-energy-efficien fixtures with energy-efficient light-emitt	Project Location - County: Santa Barbara s of Project: t Goleta, the City of Goleta is proposing to replace ent lightbulbs within existing citywide streetlight ing diode (LED) lightbulbs.
Name of Public Agency Approving Project: City	y of Goleta
Name of Person or Agency Carrying Out Project	t: City of Goleta, Public Works Department
<ul> <li>Exempt Status: (check one):</li> <li>Ministerial (Sec. 21080(b)(1); 15268);</li> <li>Declared Emergency (Sec. 21080(b)(3);</li> <li>Emergency Project (Sec. 21080(b)(4);</li> <li>Categorical Exemption. State type and</li> <li>Statutory Exemptions. State code num</li> </ul>	); 15269(a)); 15269(b)(c)); section number: <mark>Class 1 (15301)</mark> ber:
Reasons why project is exempt:	
The project would involve maintenance of the C of the project would enable the City to be more streetlighting system or include the construction exceptions to the use of a categorical exemptio project.	ity of Goleta's existing streetlighting system. Implementation energy efficient. The project would not expand the existing or replacement of lighting fixtures or poles. None of the n (CEQA Guidelines Section 15300.2) apply to the proposed
Lead Agency Contact Person: Michael Winnewisser	Area Code/Telephone/Extension: 805-455-6103
If filed by applicant: 1. Attach certified document of exemption fi 2. Has a Notice of Exemption been filed by	nding. the public agency approving the project? Yes No
Signature:	Date: Title:
Signed by Lead Agency Signed	by Applicant
Authority cited: Sections 21083 and 21110, Public Resour Reference: Sections 21108, 21152, and 21152.1, Public F	ces Code. Date Received for filing at OPR:



209 East Victoria Street Santa Barbara, California 93101

805 319 4092

info@rinconconsultants.com www.rinconconsultants.com

rincon

June 16, 2021 Project No: 21-11211, TO 1

Michael Winnewisser, Assistant Engineer City of Goleta Public Works Department 130 Cremona Drive, Suite B Goleta, California 93117 Via email: <u>mwinnewisser@cityofgoleta.org</u>

#### Subject: Goleta LED Street Lighting Project CEQA Categorical Exemption, City of Goleta, Santa Barbara County, California

Dear Mr. Winnewisser:

This memorandum provides an analysis to support the lead agency's determination that the proposed Goleta LED Street Lighting Project (project) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, of Title 14, of the California Code of Regulations.

## Project Description

To be more energy efficient throughout Goleta, the City is proposing to replace approximately 1,300 high-pressure sodium lightbulbs within existing citywide street light fixtures with light-emitting diode (LED) lightbulbs. The project would not expand the existing street lighting system or include the construction or replacement of lighting poles, arms, or foundations. The lightbulbs would be replaced by workers using a moveable boom, which is a bucket-like attachment placed on trucks (similar to what is used to prune trees and repair overhead powerlines).

## **Exemption Analysis**

### Suitability of Use of Categorical Exemption

The project qualifies for a Categorical Exemption (CE) under the California Environmental Quality Act (CEQA). Public Resources Code Section 21084 requires the *CEQA Guidelines* to include a list of classes of projects determined not to have a significant effect on the environment and, therefore, exempt from CEQA (see Chapter 19 Sections 15301 through 15333 of the *CEQA Guidelines*). Categorically Exempt projects under CEQA fall into several distinct categories; Class 1 applies to the project.

Section 15301 – Existing Facilities: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond the existing at the time of the lead agency's determination.



The proposed project would involve replace approximately 1,300 high-pressure sodium lightbulbs within existing citywide street light fixtures with LED lightbulbs. The project would allow the City to be more energy efficient, and not expand the existing street lighting system or include the construction or replacement of lighting poles, arms, or foundations. Therefore, the Class 1 exemption is applicable.

### Discussion of CEQA Guidelines 15300.2 Exceptions

Projects consistent with the categorical exemptions identified in *CEQA Guidelines* sections 15301 through 15333 are not automatically exempt from CEQA review. Section 15300.2 (Exceptions) of the *CEQA Guidelines* outlines the cases in which projects normally exempt from CEQA review would not be exempt. These exceptions are as follows:

- a. Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located a project which is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- b. **Cumulative Impact**. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- c. **Significant Effect**. A categorical exemption shall not be used for an activity where there is a reasonable possibility the activity will have a significant effect on the environment due to unusual circumstances.
- d. **Scenic Highways**. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
- e. **Hazardous Waste Sites**. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- f. **Historical Resources**. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The following sections address each one of the potential exceptions and demonstrate none apply to the proposed project.

**15300.2(a)** Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project which is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.



Although the project would not rely on Classes 3, 4, 5, 6, or 11, this exception is included herein for informational purpose only. The project would be limited to replacing non-energy efficient lightbulbs within existing street lights with energy efficient LED lightbulbs. The project would not include replacement of the light poles, arms, or foundations, or the construction of additional street light poles/foundations or expansion of the existing citywide street lighting system. The lightbulbs would be replaced by workers using a moveable boom and would not include the use of construction equipment that would emit hazardous materials such as gasoline, diesel, oils, or other lubricants that could affect the environment. The replacement of street lights also would not significantly affect sensitive plant communities, jurisdictional waters or wetlands, or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plans. Although some LED lightbulbs tend to emit brighter light than other less energy-efficient lighting, the LED lightbulbs proposed for use by the City would comply with the requirements set forth in the Goleta Municipal Code Chapter 17.35, which requires that exterior nightlighting be directed downwards and shielded to prevent spillage into environmentally sensitive habitat areas (ESHAs) and residentials uses. As stated in the Goleta Municipal Code Section 17.35.040, "To prevent light trespass or glare onto adjacent properties or protected ESHAs, all lights must be directed downward, fully shielded, and full cutoff. The light level at property lines must not exceed 0.1 foot-candles and must be directed away from ESHAs." Accordingly, special status wildlife species would not be significantly affected by the new LED lightbulbs. Therefore, this exception to a CE does not apply to the proposed project.

**15300.2(b) Cumulative Impact**. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The project would not result in significant environmental impacts, and there are no other successive projects of the same type or scale planned by the City at this time. There are no major reasonably foreseeable future projects in Goleta which would result in significant cumulative impacts in combination with the proposed project. Additionally, this project would not construct new additional street light poles or expand the existing street lighting system, but rather, would assist with the City's goal of becoming more energy-efficient. Therefore, no significant cumulative impacts would result from successive projects in the same place over time. This exception to a CE does not apply to the proposed project.

**15300.2(c)** Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility the activity will have a significant effect on the environment due to unusual circumstances.

The circumstances of the proposed project, which would result in the replacement of existing nonenergy-efficient street lighting lightbulbs with new LED lightbulbs, are not considered unusual because no construction would be required and operation of the new lightbulbs would result in a more energyefficient area. The proposed lightbulbs would be in conformance with the Goleta Municipal Code's requirements regarding the brightness of the bulbs as well as the direction of the new lighting. Additionally, the proposed project would not result in an expansion of the City's street lighting system. The proposed project would not have a significant effect on the environment due to unusual circumstances. Therefore, this exception to a CE does not apply to the proposed project.



**15300.2(d)** Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

According to the California Department of Transportation, the nearest State Scenic Highway is the portion of U.S. Highway 101 just west of the city.<sup>1</sup> The proposed project would replace existing nonenergy-efficient street lighting lightbulbs with new LED lightbulbs, and would not include the expansion of the City's existing street light system. The proposed project would not result in damage to trees, historic buildings, rock outcroppings, or similar scenic resources within the U.S. Highway 101 viewshed. Therefore, this exception to a CE does not apply to the proposed project.

**15300.2(e)** Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

According to a search of the Department of Toxic Substances Control EnviroStor database's Hazardous Waste and Substances Site List (Cortese List) conducted in June 2021, there is one Cortese List site within Goleta – the Shell-former Hercules Gas Plant, located at 14730 U.S. Highway 101.<sup>2</sup> However, the proposed replacement of street light bulbs would not occur at this Cortese List site. Therefore, this exception to a CE does not apply to the proposed project.

**15300.2(f) Historical Resources**. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The project would be limited to replacing non-energy efficient lightbulbs within existing street lights with energy efficient LED lightbulbs. The project would not include replacement of the light poles, arms, or foundations, or the construction of additional street light poles/foundations or expansion of the existing citywide street lighting system. The lightbulbs would be replaced by workers using a moveable boom and would not include the use of construction equipment that could affect a historical resource. Accordingly, the proposed project would not result in a substantial adverse change in the significance of a historical resource. Therefore, this exception to a CE does not apply to the proposed project.

<sup>&</sup>lt;sup>1</sup> California Department of Transportation (Caltrans). 2019. California State Scenic Highway System Map.

https://www.arcgis.com/apps/webappviewer/index.html?id=2e921695c43643b1aaf7000dfcc19983 (accessed June 2021).

<sup>&</sup>lt;sup>2</sup> Department of Toxic Substances Control (DTSC). 2021. Hazardous Waste and Substances Site List (Cortese). <u>https://www.envirostor.dtsc.ca.gov/public/search?cmd=search&reporttype=CORTESE&site\_type=CSITES,FUDS&status=ACT,BKLG,COM&report</u> <u>title=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST+%28CORTESE%29</u> (accessed June 2021).



City of Goleta Goleta LED Street Lighting Project

## Determination

Based on this analysis, the proposed project meets the qualifications of the Class 1 (15301, Existing Facilities) categorical exemption and as provided in Article 19 and is exempt from CEQA pursuant to the CEQA Guidelines Section 15312.

Sincerely, Rincon Consultants, Inc.

Melissa J. Whittemore Supervising Environmental Planner

**Richard Daulton** 

Vice President/Principal

# **ATTACHMENT 2**

Design Plans for LED Street Lighting Project (Project No. 9056)

## Design Overview Report for the City of Goleta, CA

### Reading the Map Book

The first pages of the map book are a high-level overview of the design, followed by detailed map pages showing smaller areas in more depth. We have prepared an overview map for all fixtures, as well as a guide to the decorative fixtures to facilitate the City's review.

You will see that each fixture is labeled with a unique identification number as well as the existing wattage below. Replacement fixtures are indicated with colored shape symbols. We have also noted which fixtures we recommend are installed with House Side Shields – these are marked with a green halo.

Also noted are the distribution types for each fixture. This represents how the light shines on the roadway, and has been designed based on location, considering crosswalks, intersections and arm angle. For Goleta, we recommend three optic types:

- **Type B distribution type** is used for narrower streets or those where buildings have small setbacks from the road. This reduces the chances of light trespass into residences. Type B optics would suffice for most roads in Goleta, as they are relatively narrow and there is a fairly uniform fixture distribution, meaning that busier roads and areas have additional lights to cover the entirety of the street.
- **Type C distribution type** is used for wide roads or large areas with isolated lights. This allows light to adequately cover traffic lanes, sidewalks, and highlight other important features.
- **Type D distribution type** is used for culs-de-sac, residential 45-degree intersections or other areas, such as parking lots, with similar desired footprints. The Type D emits light in a more circular pattern to match the roadways.

### Cobra Head Streetlights Design Approach

Tanko Lighting's approach is to create a cohesive design for Goleta's cobra head streetlights. A cobra head is a typical streetlight mounted above a road. In addition to using the existing HPS wattages to help select replacement LED wattages, we standardize any fluctuating wattages across single streets and design consistent wattage replacements. We adjusted wattages in a few areas given nearby land uses, speed limits, intersection size, feedback from the City, and other factors while trying to limit unnecessary lighting or light trespass into residences. This process yields a City-wide standard design that will create uniform, predictable light levels.

As Goleta's standard streetlight design, we propose four wattage levels for the cobra head fixtures: residential (22W), collector (46W), arterial (84W) and arterial intersections (98W). We are recommending the City proceed with installation using GE cobra heads at 2700K color temperature.



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#### Low Wattage Areas

Over 70% of Goleta's cobra head inventory consists of 70W HPS streetlights. This is a low lighting level for HPS wattages and is found throughout the City, including most residential areas and even some busier commercial areas and arterial roads. To preserve the overall character of the City's lighting levels and to maximize energy conservation, our design proposes replacing the majority of these with 22W LED fixtures. The lumen output of these LED lights is 2,640.

#### Medium Wattage Areas

Our design proposes a medium LED wattage of 46W along collector streets that pool traffic from neighborhoods, schools, and commercial areas. We also used medium wattages where higher pedestrian traffic is likely, such as near schools and transit stops. The lumen output of these LED lights is 5,280.

#### High Wattage Areas

We have proposed a higher wattage of 84W for roads that have higher traffic volumes and higher speed limits, important community services, or areas the City indicated may be underlit. We also considered the existing system by reviewing areas where 150W, 200W, and 250W HPS lights exist. The lumen output of these LED lights is 8,500.

#### Very High Wattage Areas

We propose a separate very high wattage category of 98W for select areas, such as intersections with multiple arterial roads. We based this on the existing wattages, road width, travel speeds, and intersection/traffic complexity. The lumen output of these LED lights is 10,700.

### Decorative Streetlights Design Approach

In addition to the cobra head streetlight design, Tanko has identified proposed replacements for 8 decorative lights within Goleta. Decorative lights include anything that is not a cobra head, such as flood lights in parking lots or pedestrian style ornamental lights. We reviewed the location, wattage, style, photos, and any other available information about the existing decorative lights to select replacements. With consideration to cost and other factors, we propose that these decorative lights be replaced with LED retrofit kits that preserve the existing housing. We have indicated the locations and proposed replacements in the Design Mapbook with cobra head lights for the City's review as well.

If the City has any available information on historic district requirements, any spare decorative lights on hand, or any specification sheets ("cutsheets") for decorative lights, please send them to us for inclusion in the decorative design.

Decorative Streetlights Design Approach

### Map Changes

Several changes have been identified on the current design mapbook. These changes will be incorporated in the final document, and are outlined at the end of this document.



Page 2 of 2



22W Type B: 885 23W Type D: 51	2,640 lumens 2.950 lumens	<b>L</b> j City Limits	Design Approved By:	
46W Type B: 173	5,280 lumens		Name:	
84W Type C: 188	8,500 lumens		Title	
98W Type C: 5	10,700 lumens		Title:	
60W Retrofit Kit: 8			Signature:	
Total Fixtures: 1,3	310		Date:	
Back Side Shield:	52			

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Design Map

Out of Scope

No Lights

**City Limits** 















































































































![](_page_75_Figure_0.jpeg)

STREETLIGHT SHIELD REQUESTS					
Map #	Street	Staff/Designer Revision Recommendation	Pole #	Description/Notes	
12	Wakefield	Yes, add SL shield to design.	217		
12	Wakefield	Yes, add SL shield to design.	208		
14	N. Kellogg	Yes, add SL shield to design.	127		
14	Berkeley	Yes, add SL shield to design.	353		
14	Dara	Yes, add SL shield to design.	247		
25	Winchester Canyon	Yes, add SL shield to design.	30		
25	Winchester Canyon	Yes, add SL shield to design.	31		
25	Winchester Canyon	Yes, add SL shield to design.	32		
25	Winchester Canyon	Yes, add SL shield to design.	33		
25	Calle Real	Yes, add SL shield to design.	34		
25	Calle Real	Yes, add SL shield to design.	35		
25	Calle Real	Yes, add SL shield to design.	36		
25	Calle Real	Yes, add SL shield to design.	37		
25	Calle Real	Yes, add SL shield to design.	38		
25	Calle Real	Yes, add SL shield to design.	39		
27	Hollister	Yes, add SL shield to design.	936		
27	Hollister	Yes, add SL shield to design.	937		
27	Hollister	Yes, add SL shield to design.	938		
27	Hollister	Yes, add SL shield to design.	939		
39	Shirrell	Yes, add SL shield to design.	1610		
39	Shirrell	Yes, add SL shield to design.	1611		
42	Lyon	Yes, add SL shield to design.	440		

OTHER REQUESTS						
Map #	Street	Staff/Designer Revision Recommendation	Pole #	Description/Notes		
15	Berkeley Road	Yes, reduce wattage to 22W.	455	Reduce wattage from 84W to 22W		
15	Berkeley Road	Yes, reduce wattage to 22W.	456	Reduce wattage from 46W to 22W		
19	Los Carneros Road	Yes, reduce wattage to 84W	1483	Reduce wattage from 98W to 84W		
25	Calle Real	Yes, reduce wattage to 84W.	2	Reduce wattage from 98W to 84W		
25	Cathedral Oaks Road	Yes, reduce wattage from 84W to 46W (not 22W) for this arterial roadway.	20-29	Request to reduce wattage from 84W to 22W. Design team agreed to reduce to 46W.		
47	Fairview	Yes, reduce wattage to 84W.	1806	Redude wattage from 98W to 84W		
47	Fairview	Yes, reduce wattage to 84W.	1808	Redude wattage from 98W to 84W		

# **ATTACHMENT 3**

Amendment No. 2 to Professional Design Services Agreement No. 2019-015 Between the City of Goleta and Tanko Streetlighting, Inc.

#### AMENDMENT NO. 2 TO A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND TANKO STREETLIGHTING, INC.

This **Amendment No. 2** to the PROFESSIONAL DESIGN SERVICES Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Tanko Streetlighting, Inc.** ("Consultant") dated February 5<sup>th</sup>, 2019 ("Agreement," Agreement No. 2019-015) is made on this 20<sup>th</sup> day of July, 2021.

#### **SECTION 1. RECITALS**

A. This Agreement is for the LED Street Lighting Project, including audit services, financial analysis, design services, and installation of LED lights, with a maximum compensation of \$115,814; and

B. On October 15<sup>th</sup>, the Agreement was amended to revise the scope of work and schedule of fees to include maintenance services with additional compensation in the amount of \$120,747 ("Amendment No.1"); and

C. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed Two Hundred and Thirty-Six Thousand Five Hundred and Sixty-One Dollars (\$236,561); and

D. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$602,963 for LED fixture acquisition and installation services, for a total not to exceed Eight Hundred and Thirty Nine Thousand Five Hundred and Twenty Four dollars (\$839,524); and

E. The Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and

F. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2".

G. City Council approved this Amendment No. 2019-015.2, on this 20th day of July, 2021.

#### AMENDED TERMS

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

**1. Subsection (a) of Section 3. <u>COMPENSATION AND PAYMENT</u> of the Agreement is amended to add an additional authorized amount of \$602,963 and to read in its entirety:** 

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of \$839,524 (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-1," 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) <u>Payment</u>. 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.

2. This Agreement is amended to delete and replace in its entirety:

Exhibit A-1 "Scope of Work" with Exhibit A-2 "Scope of Work" attached hereto and incorporated herein.

**3.** Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In concurrence and witness whereof**, this Amendment No. 2 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:

MICHAEL JENKINS, CITY ATTORNEY

---- DocuSigned by:

Winnie Cai

Winnie Cai, Assistant City Attorney

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 3 of 15

# EXHIBIT A-2 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

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

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 4 of 15

- 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

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

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

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 5 of 15

- 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,

• Consultant shall recommend areas where shield installations are suggested to prevent light trespass into resident's yards and homes. These locations will be incorporated into the street light design.

# Task 4.1: Development of City Tag Numbering System

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

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

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

• Facilitating the transfer of ownership of the streetlights,

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 7 of 15

- Providing support throughout the acquisition process,
- Cutover support and documentation.

# **Task 7: Financial Analysis**

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

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

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

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 8 of 15 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

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

Subcontractor, Taft Electric (Electrical Subcontractor), shall perform installation of the LED fixtures for this project. Taft Electric will provide installation services as a subcontractor to Tanko Lighting for the installation and maintenance 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

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

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

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

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

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

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.

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 11 of 15

# Phase 3: Temporary Maintenance Services

Consultant's Temporary Maintenance services shall include the following tasks:

#### Task 1: Pre-LED Conversion Maintenance Services

Consultant shall perform the following activities for this phase on a time and materials basis as per Exhibit B, Schedule of Fees:

Coordinate Repair Requests:

- Online Repair Requests,
- Call Center Repair Requests.

Remedy of Routine Repair Requests:

- Replacement of a failed photocell,
- Replacement of a failed lamp,
- Repair of loose wire.

Upon receipt of the City's approval of a routine repair request, Consultant shall:

- Dispatch the installer to respond to the location within five (5) working days of receipt of the City's approved request and remedy the fixture issue with the appropriate parts and materials,
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition,
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations,
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes.

Consultant shall coordinate with the utility before making or breaking of the electrical connection to the electrical distribution network.

Remedy of Emergency Repair Requests:

 Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the streetlighting equipment, including exposed or damaged wires that constitute a danger to the public (as determined by responding emergency personnel – e.g. Sheriff), equipment

> City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 12 of 15

damage that may pose an immediate public danger (e.g. broken and hanging luminaire/mast arm).

Upon receipt of an emergency repair request, Consultant shall:

- Dispatch installer to respond to the location within two to four (2 4) hours of receipt of the request,
- Ensure that the subcontractor de-energizes streetlight fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to streetlight structural components to protect the immediate safety of the public,
- If possible, ensure the subcontractor remedies the fixture issue with the appropriate parts and materials,
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition,
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations,
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes,
- In the event of a knockdown of a pole, Consultant shall ensure that its subcontractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Consultant shall ensure that its subcontractor coordinates with the utility regarding the emergency cleanup and the retrieval of City-owned lighting components,
- Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response,
- Consultant shall submit to the City a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable.

Traffic Control:

Conduct operations to cause the least possible obstruction and inconvenience to
public traffic. To the extent possible, all traffic will be permitted to pass through the
work area. The Electrical Subcontractor shall furnish, erect, and maintain sufficient
warning and directional signs, barricades and lights and furnish adequate warning
to the public at all times of any dangerous condition to be encountered. The
subcontractor's vehicles and equipment will be equipped with suitable warning
lights and reflective markings for working in daylight and dark,

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 13 of 15 • Consultant shall comply with the City's emergency and non-emergency encroachment permit requirements, including the submission of traffic control plans.

#### Reporting

Consultant shall report all emergency repair activities on an online work order management system.

# Task 2: Post-LED Conversion Maintenance Services

Following the City's acceptance of the final completion of the LED conversion, Consultant shall commence this task, which will include the following services that will be charged to the City based on a monthly fee, per Exhibit B, Schedule of Fees.

#### Coordinate Repair Requests

Coordination of repair requests will be handled the same way as in Phase 3, Task 1, with the exception that the City will not need to pre-approve any routine maintenance reports, as Consultant shall respond to all reports per the response times as outlined in Phase 3, Task 1.

#### Remedy of Routine Repair Requests

Routine repair will be defined in the same way as in Phase 3, Task 1 and routine repair requests will be handled per the same protocols and response times as outlined in Phase 3, Task 1.

#### Remedy of Emergency Repair Requests

Emergency Repair will be defined in the same way as in Phase 3, Task 1 and emergency repair requests will be handled per the same protocols and response times as outlined in Phase 3, Task 1.

#### Remedy of Warranty Repairs

Consultant shall serve as the First Responder and, if the repair issue is identified because of a warranty issue, Consultant shall work with the manufacturer and installer to remedy the warranty issue. Consultant shall maintain appropriate records for components to preserve warranty terms for the duration of the maintenance agreement.

#### Traffic Control

Traffic control will be administered in the same way as outlined in Phase 3, Task 1 above.

Additional Work

For any special and additional work not covered above by routine or emergency maintenance of fixture (including but not limited to arm transfer service on utility poles, pole knockdown replacements, foundation replacements, starting aids, wire inside pole, access hole covers, underground/overhead conductors and cables, tree trimming, loose anchor bolts, remedies related to acts of vandalism, leaning poles, fuse replacements, repair/replacements of streetlight equipment due to storm damage, police detail), Consultant shall provide a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Consultant shall not commence such repairs until receiving approval and notification to proceed from the City.

#### Materials Management

Consultant shall access and store (if requested) the City-purchased inventory of spare fixtures to facilitate expedient fixture replacement in case of failure. Consultant shall monitor spare fixture inventory and recommend that the City consider purchasing additional fixture stock as needed to maintain a sufficient fixture inventory.

#### Administrative Support

Consultant shall provide supporting documentation to assist the City with its pursuit of third parties for any insurance claims, including an itemized list of all relevant information regarding damages and repair costs as needed to process claims.

#### Reporting

Consultant shall utilize the same reporting strategy as in Phase 3, Task 1.

City of Goleta Amendment No. 2 to Agreement No. 2019-015 Page 15 of 15

# **ATTACHMENT 4**

Tanko Streetlighting, Inc. Agreement No. 2019-015 and Amendment No. 1 (available online only)

![](_page_94_Picture_0.jpeg)

Project Name: LED Street Lighting Project

#### 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 5<sup>th</sup> 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.

> City of Goleta Public Works Department Agreement with Tanko Streetlighting, Inc. Page 1 of 20

# 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) <u>Payment</u>. 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. <u>CITY PROJECT MANAGER AND SERVICES BY CITY</u>

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.
  - o 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

Indemnification and Defense for Professional Service. To the fullest (a) 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

City of Goleta Public Works Department Agreement with Tanko Streetlighting, Inc. Page 6 of 20 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. <u>CONFLICT OF INTEREST</u>

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. <u>CAPTIONS</u>

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** 

Michelle Greene, City Manager

ATTEST

Deborah Lope

#### **APPROVED AS TO FORM**

Winnie Cai, Assistant City Attorney

CONSULTANT

Clare Bressani, President

ako, Chief Executive Officer

City of Goleta Public Works Department Agreement with Tanko Streetlighting, Inc. Page 11 of 20

# 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:

City of Goleta Public Works Department Agreement with Tanko Streetlighting, Inc. Page 12 of 20

- 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

#### City of Goleta

Public Works Department Agreement with Tanko Streetlighting, Inc. Page 13 of 20

- 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.

City of Goleta Public Works Department Agreement with Tanko Streetlighting, Inc. Page 16 of 20

#### 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,

City of Goleta Public Works Department Agreement with Tanko Streetlighting, Inc. Page 17 of 20 • 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

City of Goleta Public Works Department Agreement with Tanko Streetlighting, Inc. Page 20 of 20

#### Agreement No. 2019-015. ( City of Goleta, California

#### AMENDMENT NO. 1 TO A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND TANKO STREETLIGHTING, INC.

This **Amendment No. 1** to a PROFESSIONAL DESIGN SERVICES AGREEMENT by and between the **City of Goleta** a municipal corporation ("City"), and **Tanko Streetlighting, Inc.**, a California Corporation ("Consultant") dated February 5, 2019 ("Agreement", Agreement No. 2019-015) is made this 15<sup>th</sup> day of October, 2019.

#### RECITALS

WHEREAS, the CITY entered into an Agreement with CONSULTANT for the LED Street Lighting Project, including audit services, financial analysis, design services, and installation of LED lights; and

**WHEREAS,** the Agreement was entered into on February 5, 2019 with a maximum compensation of \$115,814, and a termination date of December 31, 2023; and

**WHEREAS,** the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$120,747 to provide interim maintenance services; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services for street light maintenance as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates for Consultant; and

**WHEREAS**, the parties desire to amend Exhibit B of the Agreement to identify rates for Laborers, Electricians, and equipment from the current rate sheet as more completely and particularly set forth in the Schedule of Fees, attached as Exhibit "B-1"; and

**WHEREAS,** the City Council, on this 15th day of October 2019, approved and authorized the City Manager to execute this Contract Amendment No. 1; and

#### AMENDED TERMS

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. Section 2, <u>DESCRIPTION OF SERVICES</u> shall be replaced in its entirety with the following language:

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 well as temporary maintenance services, as more particularly set forth in the Scope of Work, attached as Exhibit "A-1," and incorporated herein.

Consultant Shall Deliver to City the deliverables defined in Exhibit "A-1."

1. Section 3. <u>COMPENSATION AND PAYMENT</u> of the Agreement is amended to add an additional authorized amount of \$120,747 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of \$236,561(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-1," 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) <u>Payment</u>. 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.

2. Section 8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR, shall be replaced in its entirety with the following language:

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., lighting pole installation and temporary maintenance services.

- o Brian Eberhard, Taft Electric, Inc. Project Manager, and
- Dave Norwine, Taft Electric, Inc. 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.

EXHIBIT A, SCOPE OF WORK shall be replaced in it's entirety by EXHIBIT A-1, 3. SCOPE OF WORK.

EXHIBIT B, SCHEDULE OF FEES shall be replaced in it's entirety by EXHIBIT B-1, 4. SCHEDULE OF FEES.

Except as otherwise specifically provided herein, all other provisions of the 5. Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA** 

Michelle Greene, City Manager

ATTEST:

borah L

**APPROVED AS TO FORM** 

Winnie Cai, Assistant City Attorney

CONSULTANT

Clare Bressani, President

Jason /anko, Chief Executive Officer

#### EXHIBIT A-1 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: Consultant shall provide 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: Consultant shall provide an 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: Consultant shall provide 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: Consultant shall provide 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: Consultant shall provide 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: Consultant shall provide 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: Consultant shall provide 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: Consultant shall provide a 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: Consultant shall provide 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: Consultant shall provide documentation of training curriculum presented during staff training
- Consultant shall provide 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.

#### Phase 3: Temporary Maintenance Services

Consultant's Temporary Maintenance services shall include the following tasks:

#### Task 1: Pre-LED Conversion Maintenance Services (Ongoing)

Consultant shall perform the following activities for this phase on a time and materials basis as per Exhibit B, Schedule of Fees:

Coordinate Repair Requests:

- Online Repair Requests
- Call Center Repair Requests

Remedy of Routine Repair Requests:

- Replacement of a failed photocell
- Replacement of a failed lamp
- Repair of loose wire

Upon receipt of the City's approval of a routine repair request, Consultant shall:

- Dispatch the installer to respond to the location within five (5) working days of receipt of the City's approved request and remedy the fixture issue with the appropriate parts and materials
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations

• Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes

Consultant shall coordinate with the utility before making or breaking of the electrical connection to the electrical distribution network.

Remedy of Emergency Repair Requests:

 Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the streetlighting equipment, including exposed or damaged wires that constitute a danger to the public (as determined by responding emergency personnel – e.g. Sheriff), equipment damage that may pose an immediate public danger (e.g. broken and hanging luminaire/mast arm)

Upon receipt of an emergency repair request, Consultant shall:

- Dispatch installer to respond to the location within two to four (2 4) hours of receipt of the request
- Ensure that the subcontractor de-energizes streetlight fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to streetlight structural components to protect the immediate safety of the public
- If possible, ensure the subcontractor remedies the fixture issue with the appropriate parts and materials
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes
- In the event of a knockdown of a pole, Consultant shall ensure that its subcontractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Consultant shall ensure that its subcontractor coordinates with the utility regarding the emergency cleanup and the retrieval of Cityowned lighting components
- Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response
- Consultant shall submit to the City a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable

Traffic Control:

- Conduct operations to cause the least possible obstruction and inconvenience to
  public traffic. To the extent possible, all traffic will be permitted to pass through the
  work area. The Electrical Subcontractor shall furnish, erect, and maintain sufficient
  warning and directional signs, barricades and lights and furnish adequate warning to
  the public at all times of any dangerous condition to be encountered. The
  subcontractor's vehicles and equipment will be equipped with suitable warning lights
  and reflective markings for working in daylight and dark
- Consultant shall comply with the City's emergency and non-emergency encroachment permit requirements, including the submission of traffic control plans

#### Reporting

Consultant shall report all emergency repair activities on an online work order management system.

#### Task 2: Post-LED Conversion Maintenance Services (Ongoing)

Following the City's acceptance of the final completion of the LED conversion, Consultant shall commence this task, which will include the following services that will be charged to the City based on a monthly fee, per Exhibit B, Schedule of Fees.

#### Coordinate Repair Requests

Coordination of repair requests will be handled the same way as in Phase 3, Task 1, with the exception that the City will not need to pre-approve any routine maintenance reports, as Consultant shall respond to all reports per the response times as outlined in Phase 3, Task 1.

#### Remedy of Routine Repair Requests

Routine repair will be defined in the same way as in Phase 3, Task 1 and routine repair requests will be handled per the same protocols and response times as outlined in Phase 3, Task 1.

#### Remedy of Emergency Repair Requests

Emergency Repair will be defined in the same way as in Phase 3, Task 1 and emergency repair requests will be handled per the same protocols and response times as outlined in Phase 3, Task 1.

#### Remedy of Warranty Repairs

Consultant shall serve as the First Responder and, if the repair issue is identified because of a warranty issue, Consultant shall work with the manufacturer and installer to remedy the warranty issue. Consultant shall maintain appropriate records for components to preserve warranty terms for the duration of the maintenance agreement.

#### Traffic Control

Traffic control will be administered in the same way as outlined in Phase 3, Task 1 above.

#### Additional Work

For any special and additional work not covered above by routine or emergency maintenance of fixture (including but not limited to arm transfer service on utility poles, pole knockdown replacements, foundation replacements, starting aids, wire inside pole, access hole covers, underground/overhead conductors and cables, tree trimming, loose anchor bolts, remedies related to acts of vandalism, leaning poles, fuse replacements, repair/replacements of streetlight equipment due to storm damage, police detail), Consultant shall provide a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Consultant shall not commence such repairs until receiving approval and notification to proceed from the City.

#### Materials Management

Consultant shall access and store (if requested) the City-purchased inventory of spare fixtures to facilitate expedient fixture replacement in case of failure. Consultant shall monitor spare fixture inventory and recommend that the City consider purchasing additional fixture stock as needed to maintain a sufficient fixture inventory.

#### Administrative Support

Consultant shall provide supporting documentation to assist the City with its pursuit of third parties for any insurance claims, including an itemized list of all relevant information regarding damages and repair costs as needed to process claims.

#### Reporting

Consultant shall utilize the same reporting strategy as in Phase 3, Task 1.

#### EXHIBIT B-1 SCHEDULE OF FEES

Classification	Rate/hr
Auditor	\$125.00
Project Manager	\$188.00
Data Analyst	\$156.00
Project Associate	\$156.00
Project Associate	\$15.00
Principal	\$250.00
Laborer	\$81.86
Electrician	\$102.41
Maintenance Equipment	Rate/hr
Utility Truck	\$37.25
Crane	\$56.15
Bucket Truck	\$40.25
Boring Machine	\$33.50
Air Compressor	\$20.70
Dump Truck	\$60.43
Arrow Board	\$3.94
Loop Saw Truck	\$43.70
Hot Melt Trailer	\$13.80
Wire Trailer	\$2.01

### **ATTACHMENT 5**

LED Street Lighting Project PowerPoint Presentation



### LED Street Lighting Project July 20, 2021

### LED Street Lighting Project - Project Background

# Scope

- Acquire Streetlights from SCE (1,330 Streetlights)
- Streetlight Fixture Design and Public Outreach/Pilot Study
- Convert HPS Fixtures with LED Streetlight Fixtures

## Purpose

- Reduce Energy Consumption
  - o 50% Reduction in energy consumption
- Reduced Electricity/Maintenance Costs
  - Over \$100,000 in energy savings
- City Ownership/Control of Citywide Streetlights
- Funding
  - SCE On-Bill Financing Program and Rebates

### LED Street Lighting Project - Public Outreach

## Public Outreach

- City Council Meetings (3)
- Pilot Study
- Multiple Press Releases and Pilot Study Survey
- Green Committee Meeting
- Monarch Press Articles
- Online FAQ
- Informational Video
- Virtual Town Hall Meeting

### LED Street Lighting Project – Design Considerations

### Design Considerations

- Based on:
  - Public Input and Pilot Study Feedback
  - Design Consultant Firm Experience and Expertise
  - LED Installation History
- City Specific Design Considerations
  - o Ensure Dark Sky Compliance
  - Low LED Color Temperature
  - Reduce Light Pollution/Trespass

### LED Street Lighting Project – Dark Sky Compliance and Shields

## Dark Sky Compliance

- Fixtures with less than 2% uplight considered dark sky compliant
- Existing HPS lights do not meet this criteria
- All Piloted LED fixtures do meet this criteria
  - LED fixtures are designed to focus light onto the roadway

## Shields

- Automatic consideration criteria
  - o **T-intersections**
  - Abutting backyards
  - Curved road segments
- Retrofitting options

### LED Street Lighting Project – Color Temperature

## Color Temperature

- Measured on a scale of Kelvin
- Existing HPS lights at ~2,200K
- Lights in pilot were 3,000K
- Fixtures recommended are 2,700K
  - Warmer, more yellow glow



LED Street Lighting Project - Pilot Study

### Pilot Study Results and Feedback



Concern	Night Sky Compliance	Color Temperature	Shielding	Brightness	Environmental
Percentage of Comments	21%	28%	12%	36%	3%

### LED Street Lighting Project - Recommendation

## LED Fixture Selection

- Public Outreach and Pilot Study Feedback
- LED Fixture Manufacturer History and Experience
- Municipality and SCE Installation
- LED Fixture Performance
- Consultant Experience

## Recommendation

 Recommending the City approve 2,700K General Electric (GE) for the Project and as the City's Streetlight Fixture Design Standard

### LED Street Lighting Project - Recommendation

## Environmental Review

- Environmental Consultant (Rincon Consultants, Inc.)
- Determined Project is Categorically Exempt from CEQA
   Section 15301 Existing Facilities Class 1
- File a CEQA Notice of Exemption/Categorical Exemption

### LED Street Lighting Project - Recommendation

## Design Plans

- Design Plans completed
  - Cover Sheet / Design Overview Report
  - Citywide Maps showing fixtures, existing & proposed wattages, and distribution type
  - Requests and revision recommendations shown at the end of the Plans
- Design Plans were placed on our website on May 4 and discussed at our June 22 Virtual Town Hall Meeting

### LED Street Lighting Project - Recommendation

## LED Street Lighting Project Costs

- Streetlight Purchase/Acquisition: ≈ \$510,000 (complete)
- Design and Interim Maintenance: ≈ \$240,000 (complete)
- Tanko Amendment No. 2 (LED conversion) ≈ \$603,000
  - o Extended Interim Maintenance: ≈ \$55,000
  - Tanko Additional Services  $\approx$  \$53,000
  - Shields and Existing LED conversions  $\approx$  \$40,000
  - LED Conversion and 10% Contingency ≈ \$455,000
- Budget ≈ \$485,000 (existing)
  - \$200,000 General Fund (existing)
  - \$285,000 SCE Financing & Rebate Program (existing)
  - \$120,000 General Fund (proposed)

### LED Street Lighting Project - Recommendation

## Recommendation

- Approve and direct staff to file a Notice of Exemption under CEQA for the Project.
- Authorize additional appropriation of \$120,000 from General Fund unassigned fund balance to the Project account.
- Approve the Design Plans and direct staff to initiate the LED streetlight conversion process for the project.
- Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2019-015 with Tanko Lighting, Inc. in the amount of \$602,963.

LED Street Lighting Project

**Questions?**