



CITY OF OAKLAND

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OFFICE OF THE CITY CLERK
OAKLAND

2012 APR 26 AM 9:52 **AGENDA REPORT**

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Vitaly B. Troyan, P.E.

SUBJECT: PG&E LED Installation

DATE: April 10, 2012

City Administrator
Approval

Date

4-25-12

COUNCIL DISTRICT: 5, 6 & 7

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution waiving advertising and competitive bidding and authorizing a contract with Pacific Gas and Electric Company (PG&E) not to exceed Two hundred Fifty Thousand Dollars (\$250,000) for a Turnkey Project to replace existing High Pressure Sodium (HPS) cobra style street lighting in East Oakland along designated portions of Macarthur Blvd., Seminary Ave. and International Blvd. with Light Emitting Diode (LED) street lights using the PG&E "On Bill Financing" option and accepting all energy rebates associated with upgrade projects for appropriation and expenditure by the Electrical Services Division as needed to support sustainable lighting enhancement efforts.

OUTCOME

Replacement of existing HPS street light fixtures with equivalent LED street light fixtures, by PG&E, will reduce energy consumption and provide better clarity of vision as requested by the Oakland Police Department (OPD) for crime mitigation and community safety.

BACKGROUND/LEGISLATIVE HISTORY

At the direction of the City Council at a meeting held on November 15, 2011, the Public Works Agency Electrical Services Division began analysis of data pertaining to the utilization of a PG&E program for lighting retrofits using "On Bill Financing" to fund projects. The official meeting minutes are provided as *Attachment A*.

On December 13, 2011, Electrical Services, in conjunction with OPD, presented information gathered on the PG&E process to the Public Safety Committee with a recommendation to proceed with street light enhancements in East Oakland areas designated as crime hot spots. The official meeting minutes are provided as *Attachment B*.

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At the Council meeting of December 20, 2011, Electrical Services was directed to utilize the PG&E On Bill Financing program to retrofit existing HPS street lights with LED street lights in specified locations of East Oakland. The official meeting minutes are provided as *Attachment C*. The locations specified and lights identified for replacement are listed in *Attachment D*.

ANALYSIS

Acceptance and utilization of the PG&E contract for On Bill Financing of this project will provide an expeditious and cost effective route to enhance lighting. The program provides for 0% financing with repayment through energy cost savings. As proposed, these payments would show on the energy bill as a line item offset to the lower cost of power used by the street lighting. After a 10-year repayment period, the City would appropriate any future energy savings in the Lighting and Landscape Assessment District (LLAD) fund 2310. PG&E has agreed to solicit local contractors to perform the work and to place a requirement in their bid documents that 33% of personnel working on this project will be residents of Oakland in order to help spur job growth within the City. The PG&E contract for services is provided in *Attachment E*.

PUBLIC OUTREACH/INTEREST

This item did not require any additional public outreach other than the required posting on the City's website.

COORDINATION

The Electrical Services Division prepared this report in consultation with the Oakland Police Department, the City Attorney's Office and the Budget Office.

COST SUMMARY/IMPLICATIONS

1. **AMOUNT OF RECOMMENDATION/COST OF PROJECT:**
The PG&E Estimate for turnkey replacement project service is provided in *Attachment F*.
2. **COST ELEMENTS OF AGREEMENT/CONTRACT:**
The PG&E Estimate for turnkey replacement project service is provided in *Attachment F*.
3. **SOURCE OF FUNDING:**
Project funding will be derived from energy payments currently budgeted in the LLAD fund 2310-30522-53113-IN07. Energy rebates will be appropriated into LLAD fund 2310-30522-48727-IN07 and expended from LLAD fund 2310-30522-52511-IN07.

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4. FISCAL IMPACT:

This project is basically cost neutral to the budget, due to energy savings providing payment for contracted work and materials. There is a projected 10-year payback period during which the energy budget will utilize currently assessed funds to provide resources for settlement of the associated contract costs as presented on the PG&E invoice.

FISCAL/POLICY ALIGNMENT

After the 10-year payback period, redistribution of unused energy funds can be used to support a sustainable lighting enhancement operation or provide for other agency LLAD needs. Energy savings are projected to be approximately \$17,611 for the first year of operation.

SUSTAINABLE OPPORTUNITIES

Economic: It is generally perceived that lighting enhancement projects can revitalize commercial business districts, increase pedestrian traffic and potentially mitigate criminal activity.

Environmental: Lighting enhancements using low energy technology would help reduce the carbon footprint of the City and create a sustainable resource pool for other energy saving projects.

Social Equity: Lighting devices which provide a uniform and usable output will benefit all community members who patronize locations enhanced in this manner.

For questions regarding this report, please contact DAN CLANTON, ELECTRICAL SERVICES MANAGER, at (510) 615-5428.

Respectfully submitted,


VITALY B. TROYAN, P.E.
Director, Public Works Agency

Reviewed by:
David Ferguson, Assistant Director
Department of Infrastructure & Operations

Prepared by:
Dan Clanton, Electrical Services Manager
Electrical Services Division

Attachments: A: Official Minutes of the November 15, 2011 City Council Meeting
B: Official Minutes of the December 13, 2011 Public Safety Committee
C: Official Minutes of the December 20, 2011 City Council Meeting
D: Locations of Lights to be Replaced
E: PG&E Products and Services Agreement
F: PG&E Estimate for Turnkey Replacement Project Service

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DRAFT

Concurrent Meeting of the Oakland
Redevelopment Agency / City
Council

Meeting Minutes

November 15, 2011

S-19 Subject: Evaluating Lighting Levels in Crime Hot Spots
From: Vice Mayor Desley Brooks
Recommendation: Receive A Report From The Public Works Department In Coordination With The Oakland Police Department Evaluating The Lighting Levels In East And West Oakland Crime Hot Spots; And Authorization To Increase Lighting In Those Areas Where Lighting Is Found To Be Lower Than The City's Lighting Standards And/Or Where The Police Department Deems Additional Lighting Is Warranted
11-0038

A motion was made by Vice Mayor Brooks, seconded by Councilmember Kaplan, that this matter be *Approve with the following amendments correcting the subject line to clarify that no changes will be made to the Dark Skies "Ordinance" and accepting the changes from the November 8, 2011 Public Safety Committee accordingly:

to approve the Hot Spot Lighting Program in concept and direct staff to continue their conversation with the California Energy Commission to provide an analysis of potential savings from PG&E LED turnkey program and our current sodium based lighting program which could provide the monies for repayment and bring all of this information back in one month along with staff's recommendations for additional locations for lighting installations and identification of a funding source in December of 2011

The motion carried by the following vote:

Votes: ORA\Councilmember Ayes: 8 - Vice Mayor Brooks, President Pro Tempore De La Fuente, Councilmember Brunner, Councilmember Kaplan, Councilmember Kernighan, Councilmember Nadel, Councilmember Schaaf and President of the Council Reid
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View Supplemental Report.pdf

Continuation of Open Forum

ADJOURNMENT OF COUNCIL SESSION

(Meeting shall conclude no later than 12:00 a.m., unless extended by Majority Vote of the Council)

There being no further business, and upon the motion duly made, the Agency/Council adjourned the meeting in memory of Edward "Boo" Gibson and Luis Garibai at 8:58pm

DRAFT

***Public Safety Committee**

Meeting Minutes

December 13, 2011

11 Subject: Citizen's Police Review Board Report
From: Citizens Police Review Board
Recommendation: Receive An Annual Report From The Citizens' Police Review Board (CPRB)
10-0853-1

A motion was made by Member Nadel, seconded by Member Kaplan, that this matter be *Received and Filed. The motion carried by the following vote:

Votes: Councilmember Excused: Member Reid
Councilmember Aye: Member Kaplan, Member Nadel and Chair Kernighan
There were 2 speakers on this item.

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12 Subject: Evaluating Lighting Levels in Crime Hot Spots
From: Vice Mayor Desley Brooks
Recommendation: Receive A Report Providing 1) Analysis Of The Pacific Gas And Electric (PG&E) Turnkey Lighting Replacement Program, The California Energy Commission (CEC) Financing Program And A Turnkey Replacement Program Offered By The Energy Store And Service Pros (ESSP) And 2) A Recommendation For Installation Of Lighting In East Oakland Locations Identified As Crime Hot Spots
11-0038-1

A motion was made by Member Kaplan, seconded by Member Nadel, that this matter be *Approve the Recommendation of Staff, and Forward to the Concurrent Meeting of the Oakland Redevelopment Agency / City Council, due back on December 20, 2011 as a Non-Consent item. The motion carried by the following vote:

Votes: Councilmember Excused: Member Reid
Councilmember Aye: Member Kaplan, Member Nadel and Chair Kernighan
The committee received and forwarded the report and approved recommendations to implement the evaluated lighting enhancements in East Oakland using the PG&E Turnkey lighting replacement program and directed staff to provide funding options for the West Oakland sites to a future Public Safety Committee.

There was one speaker on this item.
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13 ~~Subject: Gun-Offenders-Registry-Act-(GORA)~~
~~From: Vice-Moydr-Besley-Brooks~~
~~Recommendation: Adept An Ordinance Establishing The Gun-Offenders-Registry-Act-(GORA)~~
~~11-0184~~

No Action Taken
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Open Forum (TOTAL TIME AVAILABLE: 15 MINUTES)

There were 2 speakers during Open Forum.

DRAFT

**Concurrent Meeting of the Oakland
Redevelopment Agency/City
Council/Joint Powers Financing
Authority**

Meeting Minutes

December 20, 2011

S-15 Subject: Evaluating Lighting Levels in Crime Hot Spots
From: Vice Mayor Desley Brooks
Recommendation: Receive A Report Providing 1) Analysis Of The Pacific Gas And Electric (PG&E) Turnkey Lighting Replacement Program, The California Energy Commission (CEC) Financing Program And A Turnkey Replacement Program Offered By The Energy Store And Service Pros (ESSP) And 2) A Recommendation For Installation Of Lighting In East Oakland Locations Identified As Crime Hot Spots
11-0038-1

A motion was made by Councilmember Brooks, seconded by President of the Council Reid, that this matter be *Approve with the following amendments to implement the evaluated lighting enhancements in East Oakland using the PG&E Turnkey lighting replacement program and directed staff to provide funding options for the West Oakland sites to a future Public Safety Committee. The motion carried by the following vote:

Votes: ORA\Councilmember Ayes: 8 - Councilmember Brooks, Councilmember Brunner, Councilmember De La Fuente, Councilmember Kaplan, Councilmember Kernighan, Councilmember Nadel, Councilmember Schaaf and President of the Council Reid
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Agency/Councilmember De La Fuente made a motion seconded by Agency/Councilmember Schaaf to approve the urgency finding on item S-16 for the following reasons: That there is a need to take immediate action which came to the attention of the local body after the agenda was posted, and that the need to take immediate action is required to avoid a substantial adverse impact that would occur if the action were deferred to a subsequent special or regular meeting.

This matter requires an 2/3rd majority vote pursuant to Section 2.20.080(E) of the Sunshine Ordinance.

Upon call of the roll, the motion failed by Ayes: Agency/Councilmember: Brooks, De La Fuente, Schaaf Reid - 4, Noes, Brunner, Kaplan, Kernighan, Nadel - 4

ATTACHMENT D

PWA DIO Electrical
City of Oakland

Street Light LED Conversion Project
International Bl, MacArthur Bl and Seminary Av

February 3, 2012

| | A | B | C | D | E | F | G |
|----|----------|--|---------------------|----------------------|--------------------|-------------------|------------------------------|
| 1 | Area No. | Address | Street Light Number | Existing HPS Wattage | # of Street Lights | LED Replacement | LED Replacement |
| 2 | 1 | Havenscourt Area | | | 88 | | |
| 3 | | 5901 International Bl (Start at 5900 block) | A6537 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 4 | | 5900 International Bl | A6538 | 250 | | 188W, 240Vac, L6D | Beta STRLWY2MBHT08PB700-60KR |
| 5 | | 5917 International Bl | A6539 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 6 | | 5916 International Bl | A6540 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 7 | | 6001 International Bl | A6541 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 8 | | 5932 International Bl | A6542 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 9 | | 6017 International Bl | A6543 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 10 | | 6020 International Bl | A6544 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KH |
| 11 | | 6025 International Bl | A6545 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 12 | | 6103 International Bl | A6546 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 13 | | 6101 International Bl | A6547 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 14 | | 6112 International Bl | A6548 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 15 | | 6119 International Bl | A6549 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 16 | | 6118 International Bl | A6550 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 17 | | 6125 International Bl | A6551 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 18 | | 6124 International Bl | A6552 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 19 | | 6160 International Bl | Missing # | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 20 | | 6201 International Bl | Missing # | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 21 | | 5207 International Bl | A6583 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 22 | | 6200 International Bl | A6554 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 23 | | 6219 International Bl | A6555 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 24 | | 6220 International Bl | A6556 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 25 | | 6315 International Bl | A6557 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 26 | | 6314 International Bl | A6558 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 27 | | 6331 International Bl | A6559 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 28 | | 5320 International Bl | A6560 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 29 | | 6401 International Bl | A6561 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 30 | | 6328 International Bl | A6562 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 31 | | 6423 International Bl | A6563 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 32 | | 6400 International Bl | A6564 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 33 | | 6427 International Bl | A6565 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 34 | | 6406 International Bl | A6566 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 35 | | 6447 International Bl | A6567 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 36 | | 6430 International Bl | A6568 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 37 | | 6451 International Bl | A6569 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 38 | | 6500 International Bl | A6570 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 39 | | 6509 International Bl | A6571 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 40 | | 6504 International Bl | A6572 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 41 | | 6541 International Bl | A6573 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 42 | | 6528 International Bl | A6574 | 250 | | 139W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KH |
| 43 | | 6549 International Bl | A6575 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 44 | | 6630 International Bl | A6576 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 45 | | 6601 International Bl | A5877 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 46 | | 6550 International Bl | A6578 | 200 | | 108W, 240Vac, LED | Beta STRLWY2MSHT08PB700-80KR |
| 47 | | 6609 International Bl | A6579 | 200 | | 188W, 240Vac, LED | Beta STRLWY2MSHT08PB700-80KR |
| 48 | | 6600 International Bl | A6586 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 49 | | 6617 International Bl | A6581 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 50 | | 6652 International Bl | A6582 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 51 | | 6689 International Bl | A6583 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 52 | | 6680 International Bl | A6584 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 53 | | 5701 International Bl | A6585 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 54 | | 6708 International Bl | A6586 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 55 | | 5717 International Bl | A6587 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 56 | | 6714 International Bl | A6588 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 57 | | 6737 International Bl | A6589 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 58 | | 6732 International Bl | A6590 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 59 | | 6817 International Bl | A6591 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 60 | | 6800 International Bl | A6592 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 61 | | 6810 International Bl | Missing # | 150 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 62 | | 6833 International Bl | A6593 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 63 | | 6830 International Bl | A6594 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 64 | | 6340 International Bl (End at 6800 Block) | Missing # | 200 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 65 | | 1402 Seminary Av (Start at International Bl) | N1659 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 66 | | 1430 Seminary Av | 13057 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 67 | | 1440 Seminary Av | 11248 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |

ATTACHMENT D

PWA DID Electrical
City of Oakland

Street Light LED Conversion Project
International Bl, MacArthur Bl and Seminary Av

February 3, 2012

| | A | B | C | D | E | F | G |
|-----|---|---|-------|-----|----|-------------------|------------------------------|
| 68 | | 1456 Seminary Av | 13048 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 69 | | 1600 Seminary Av | 11094 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 70 | | 1618 Seminary Av | 13015 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 71 | | 1600 Seminary Av | N1661 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 72 | | 1700 Seminary Av | N1660 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 73 | | 1716 Seminary Av | 13012 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 74 | | 1738 Seminary Av | 12954 | 200 | | 135W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 75 | | 1900 Seminary Av | 11626 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 76 | | 1920 Seminary Av | 12953 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 77 | | 1949 Seminary Av | A4818 | 200 | | 13eW, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 78 | | 1952 Seminary Av | 12952 | 200 | | 135W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 79 | | 1975 Seminary Av | N1942 | 200 | | 138W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 80 | | 2102 Seminary Av | 11626 | 200 | | 138W, 240Vac, LED | Beta STRLWY2MSHT06PB700-60KR |
| 81 | | 2116 Seminary Av | 12950 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MSHT08PB700-60KR |
| 82 | | 2200 Seminary Av | 12490 | 200 | | 138W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 83 | | 221S Seminary Av | 11093 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 84 | | 2240 Seminary Av | 12949 | 200 | | 138W, 240Vac, LED | Beta STRLWY2MSHT06PB700-60KR |
| 85 | | 2254 Seminary Av | 11501 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 86 | | 2310 Seminary Av | 12948 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 87 | | 2400 Seminary Av | 17904 | 200 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 88 | | 2418 Seminary Av | 11624 | 200 | | 138W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 89 | | 2431 Seminary Av | N7197 | 150 | | 139W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 90 | | 2444 Seminary Av (End at Avenal St) | N7199 | 150 | | 135W, 240Vac, LED | Beta STRLWY2MBHT06PB700-60KR |
| 91 | | | | | | | |
| 92 | 2 | Elmhurst Area | | | 92 | | |
| 93 | | 8155 International Bl (Start at 8200 Block) | A6661 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 94 | | 8200 International Bl | A6662 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 95 | | 8209 International Bl | A6563 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 96 | | 3202 International Bl | A6664 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 97 | | 8227 International Bl | A6665 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 98 | | S200 International Bl | A6666 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 99 | | 8334 International Sl | A6511 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MSHT08PB700-60KR |
| 100 | | 8302 International Bl | A6812 | 250 | | 185W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 101 | | 6301 International Bl | A6813 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 102 | | 8322 International Bl | A6814 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 103 | | 8317 International Bl | A6815 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 104 | | 8332 International Bl | A6816 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 105 | | 8335 International Bl | A6817 | 250 | | 185W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 106 | | 8400 International Bl | A6818 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 107 | | 8401 International Bl | A6819 | 250 | | 18eW, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 108 | | 8416 International Bl | A6820 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 109 | | 8417 International Bl | A6821 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 110 | | 8432 International Bl | A6822 | 250 | | 18eW, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 111 | | 8437 International Bl | A6823 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 112 | | 8504 International Bl | A6824 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 113 | | 8501 International Bl | A6825 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 114 | | 8530 International Bl | A6826 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 115 | | 8525 International Bl | A6827 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 116 | | 8580 International Bl | A6828 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 117 | | 8535 International Bl | A6829 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 118 | | 8600 International Bl | A6830 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 119 | | 8605 International Bl | A6831 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 120 | | 8632 International Bl | A6532 | 250 | | 18eW, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 121 | | 8617 International Bl | A6533 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 122 | | 8652 International Bl | A6834 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 123 | | 8637 International Bl | A6835 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 124 | | 8680 International Bl | A6836 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 125 | | 8709 International Bl | A6837 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 126 | | 8700 International Bl | A6838 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 127 | | 8731 International Bl | A6839 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 128 | | 8724 International Bl | A6840 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 129 | | 8738 International Bl | A6842 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 130 | | 8801 International Bl | A6841 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 131 | | 8815 International Bl | A6843 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 132 | | 8816 International Bl | A6844 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 133 | | 8835 International Bl | A6845 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 134 | | 8324 International Bl | A6846 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 135 | | 8909 International Bl | A6847 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 136 | | 8900 International Bl | A6848 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |

ATTACHMENT D

PWA DID Electrical
City of Oakland

Street Light LED Conversion Project
International Bl, MacArthur Bl and Seminary Av

February 3, 2012

| | A | B | C | D | E | F | G |
|-----|---|--|-------|-----|----|-------------------|------------------------------|
| 137 | | 8917 International Bl | A6849 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 138 | | 8902 International Bl | A6850 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 139 | | 9001 International Bl | A6851 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 140 | | 8940 International Bl | A6852 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MSHT08PB700-60KR |
| 141 | | 9017 International Bl | A6853 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 142 | | 9100 International Bl | A6854 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 143 | | 9029 International Bl | A6855 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 144 | | 5108 International Bl | A6856 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 145 | | 9107 International Bl | A6857 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 146 | | 9106 International Bl | A6858 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 147 | | 9119 International Bl | A6859 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 148 | | 9124 International Bl | A6860 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 149 | | 9129 International Bl | A6861 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 150 | | 9202 International Bl | A6862 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 151 | | 9201 International Bl | A6863 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 152 | | 9210 International Bl | A6864 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 153 | | 9245 International Bl | A6865 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 154 | | 9226 International Bl | A6866 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 155 | | 9301 International Bl | A6867 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 156 | | 9302 International Bl | A6868 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 157 | | 9315 International Bl | A6869 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 158 | | 9324 International Bl | A6870 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 159 | | 9333 International Bl | A6871 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 160 | | 9348 International Bl | A6872 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 161 | | 9401 International Bl | A6873 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MSHT08PB700-60KR |
| 162 | | 9400 International Bl | A6874 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 163 | | 9419 International Bl | A6875 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 164 | | 9418 International Bl | A6876 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 165 | | 9437 International Bl | A6877 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 166 | | 9434 International Bl | A6878 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 167 | | 9501 International Bl | A6879 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 168 | | 9502 International Bl | A6880 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 169 | | 9525 International Bl | A6881 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 170 | | 9540 International Bl | A6882 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 171 | | 9535 International Bl | A6883 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 172 | | 9530 International Bl | A6884 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 173 | | 9603 International Bl | A6885 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 174 | | 9600 International Bl | A6886 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 175 | | 9621 International Bl | A6887 | 250 | | 183W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 176 | | 9608 International Bl | A6888 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 177 | | 9637 International Bl | A6889 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MSHT08PB700-60KR |
| 178 | | 9700 International Bl | A6890 | 250 | | 186W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 179 | | 9707 International Bl | A6891 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 180 | | 9720 International Bl | A6892 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 181 | | 9763 International Bl | A5893 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 182 | | 9760 International Bl | A5894 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 183 | | 9783 International Bl | N2782 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 184 | | 9780 International Bl (End at 9700 Block) | N2784 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 185 | | | | | | | |
| 186 | 3 | Parker Area | | | 14 | | |
| 187 | | 7601 MacArthur Bl | N9207 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 188 | | 7615 MacArthur Bl | N9203 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 189 | | 7645 MacArthur Bl | N9197 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 190 | | 7715 MacArthur Bl | N9191 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 191 | | 7735 MacArthur Bl | N9187 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 192 | | 7801 MacArthur Bl | N9183 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 193 | | 7815 MacArthur Bl | N9179 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 194 | | 7816 MacArthur Bl | N9140 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 195 | | 7808 MacArthur Bl | N9142 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 196 | | 7740 MacArthur Bl | N9146 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 197 | | 7716 MacArthur Bl | N9150 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 198 | | 7702 MacArthur Bl | N9154 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 199 | | 7622 MacArthur Bl | N9158 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 200 | | 7604 MacArthur Bl | N9164 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 201 | | | | | | | |
| 202 | 4 | Fruitvale Area | | | 24 | | |
| 203 | | 3001 International Bl (Start at Fruitvale) | A3209 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 204 | | 3588 International Bl | N7192 | 150 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 205 | | 3613 International Bl | N7195 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |

ATTACHMENT D

PWA DIO Electrical
City of Oakland

Street Light LED Conversion Project
International Bl, MacArthur Bl and Seminary Av

February 3, 2012

| | A | B | C | D | E | F | G |
|-----|--------|---|-------|-----|-----|-------------------|------------------------------|
| 206 | | 3612 International Bl | N7194 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 207 | | 3588 International Bl | A3213 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 208 | | 3797 International Bl | A3242 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 209 | | 3905 International Bl | A3247 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 210 | | 3872 International Bl | A3248 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 211 | | 3927 International Bl | A3249 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 212 | | 3929 International Bl | A3250 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 213 | | 3951 International Bl | A3251 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 214 | | 3940 International Bl | A3252 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 215 | | 4001 International Bl | A3253 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 216 | | 3960 International Bl | A3254 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 217 | | 4011 International Bl | A3255 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 218 | | 4010 International Bl | A3256 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 219 | | 4099 International Bl | A3257 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 220 | | 4020 International Bl | A3258 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 221 | | 4111 International Bl | A3259 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 222 | | 4030 International Bl | A3260 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 223 | | 4151 International Bl | A3261 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 224 | | 4100 International Bl | A3262 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 225 | | 4199 International Bl | A3263 | 250 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 226 | | 4198 International Bl | A3264 | 310 | | 188W, 240Vac, LED | Beta STRLWY2MBHT08PB700-60KR |
| 227 | | Total | | | 218 | | |
| 228 | | | | | | | |
| 229 | Notes: | | | | | | |
| 230 | 1 | Replace existing HPS cobrahead with new Beta LED cobrahead street light on the same pole. | | | | | |
| 231 | 2 | New LED street lights on Seminary Av - Beta STRLWY2MBHT08PB700-60KR, 139W, 240Vac, Total 26. | | | | | |
| 232 | 3 | New LED street lights on International Bl and on MacArthur Bl - Beta STRLWY2MBHT08PB700-60KR, 188W, 240Vac Total 192. | | | | | |
| 233 | 4 | Candelabra and ornamental pedestrian street lights will not be replaced with LED. | | | | | |
| 234 | 5 | Contractor shall verify and update the data above with as-built installed data from the field and PG&E data base. | | | | | |
| 235 | 6 | Arterial/collector street lighting that were raised by recent streetscape projects may exceed crime lighting level. | | | | | |
| 236 | | These streets will be raised as per DPD request, but subject to equipment limitation. | | | | | |



PG&E PRODUCTS AND SERVICES AGREEMENT

This PG&E Products and Services Agreement (the "Agreement") is made and entered into as of _____, 20__ ("Effective Date") by and between City of Oakland with offices at 7101 Edgewater Drive, Bldg. 2, Oakland, CA 94621-3001 ("Customer") and Pacific Gas and Electric Company ("PG&E").

RECITALS

WHEREAS, Customer requires street light replacement services and PG&E desires to do so pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set out in this Agreement, Customer and PG&E agree as follows:

AGREEMENT

1. The Service. PG&E offers street light replacement service (the "Service") which comprises a turnkey project that includes: the ordering of Customer specified street light fixtures by PG&E at Customer's expense, and installation of these PG&E-authorized street light fixtures as replacements to existing Customer-owned street lights operating at 120 or 240 volts. As part of the Service, PG&E will also process Customer-requested rate changes to PG&E rates and any applicable PG&E rebate applications as requested by Customer. PG&E will arrange for waste disposal of removed street light fixtures.

2. Development, Acceptance, and Performance of Proposals. Upon receipt of a request for Service, PG&E will consult with Customer and develop a Proposal covering the Service in the form of proposal attached hereto as Exhibit A. Once a Proposal is signed by both Customer and PG&E, the Proposal will become a binding contract and shall be deemed an "Accepted Proposal" for purposes of this Agreement. Accepted Proposals shall be numbered sequentially and must reference this Agreement specifically. The terms of this Agreement are incorporated into each Proposal as if fully set forth therein by virtue of this reference. If any conflict arises between the terms of an Accepted Proposal and the terms of this Agreement, the terms of this Agreement shall prevail. PG&E agrees to provide the Service in accordance with the Accepted Proposal subject to the terms and conditions of this Agreement. PG&E will notify Customer upon its completion of the work specified in an applicable Accepted Proposal, and Customer shall have five (5) business days to review and accept, after which time PG&E's performance responsibilities under the Accepted Proposal will be deemed to have been fulfilled. If Customer identifies any outstanding items to be corrected, a punch list will be developed to reflect such items, and PG&E will correct them. Any change to an Accepted Proposal must be agreed to by both Customer and PG&E in writing.

3. Additional Work. If in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified such as but not limited to 1) access to the street light such as overgrown trees or blocked roadway, 2) broken street light bracket, or 3) wiring defect that prevents delivery of energy to the street light fixture, PG&E will notify Customer in writing of such condition and the work necessary to remedy the condition using Exhibit B (Additional Repair Work Agreement). If the work required is estimated by



PG&E at less than \$1,000, then PG&E may perform such work and invoice Customer periodically for actual time and materials to perform such work without completing Exhibit B.

If, for any reason, Customer chooses not to correct such condition, as specified in Exhibit B (Additional Repair Work Agreement), PG&E shall be relieved of any and all responsibility for performing the Service for that street light or group of street lights.

4. Fees. Customer shall pay PG&E for Service performed in accordance with the payment terms set forth in each Accepted Proposal. Work specified in any Additional Repair Work Agreement will be done on a time and materials basis, at PG&E's then current hourly commercial rates as specified in Exhibit B and with reimbursement of PG&E's actual out-of-pocket expenses. Customer shall pay PG&E for the Service based on the payment schedule set forth in the applicable Accepted Proposal. Each payment made by Customer must reference this Agreement, the Accepted Proposal and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY
Attn: Sales and Service Manager, Business Development
P.O. Box 770000, Mailcode: NI0D
San Francisco, CA 94177

5. Limited Warranties.

5.1. Limited Service Warranty. PG&E warrants that the Service will be performed in a commercially reasonable manner consistent with the level of care and skill exercised by others when performing services of a similar nature under similar circumstances. Customer must notify PG&E of any defect in workmanship within one (1) year of completion of installation of all streetlight fixtures ("Installation"). If Customer notifies PG&E within one year of installation of a potential defect in workmanship, and PG&E confirms the defect, PG&E will either re-perform the Service at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E by Customer for the Service. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties. All other warranties are expressly disclaimed.

5.2. Limited Material Warranty. The manufacturer of the material to be installed will provide a warranty which is attached as Exhibit C. PG&E will provide to the Customer all documentation covering the warranty including contact information for the manufacturer or manufacturer's warranty agent. During the first year following completion of Installation, Customer may contact PG&E (as part of the Limited Service Warranty) to request that PG&E remove the defective light and reinstall the repaired light or an equivalent replacement light. For those years following the Limited Service Warranty period but still within the Limited Material Warranty period, Customer must contact the manufacturer to make a warranty claim. Customer is responsible for removal of the equipment, arranging and paying for shipping and insurance for the equipment to and from the manufacturer's designated facility (and for all risk of loss to the equipment while in transit), and installation of the equipment upon return, unless otherwise instructed in the manufacturer's designated warranty. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties relating to installed materials. **ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) RELATING TO INSTALLED MATERIAL ARE HEREBY EXPRESSLY DISCLAIMED.**



5.3. Disclaimers. Except for warranties expressly set forth in Sections 5 and 6 of this Agreement, PG&E HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE SERVICE. Customer acknowledges and agrees that the specific remedies described in Sections 5 and 6 of this Agreement respectively shall be Customer's sole and exclusive remedies for any and all warranty claims arising under or pertaining to this Agreement.

6. Customer's Responsibilities. To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and that Customer does not timely perform or provide the same, the minimum time estimate for PG&E's completion of the Service shall be extended to take into account Customer's delay with respect thereto. Customer shall reimburse PG&E for the costs on any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not limited to flagging, traffic control, or neighborhood notifications, as a condition for work to proceed, then Customer shall reimburse PG&E for the costs related to these efforts. Notwithstanding PG&E's arrangement or performance of waste disposal services for removed street light fixtures (or any other materials an applicable Accepted Proposal may specify for removal), Customer acknowledges and agrees that it is the "generator" of such fixtures and/or materials and therefore bears ultimate responsibility for their proper disposition. Provided that PG&E adheres to any disposal instructions contained in an Accepted Proposal, Customer agrees to hold PG&E harmless from any and all claims brought by third parties (including by governments or regulators) relating to the disposal services arranged or performed by PG&E.

7. Data. Customer shall own any documents or information prepared or created by PG&E during the performance of the Service under this Agreement ("Data"). PG&E may retain copies of Data for PG&E use, but shall keep the Data confidential and shall not publish or otherwise disclose or knowingly permit PG&E employees to publish or otherwise disclose any Data without Customer's prior written consent unless such disclosure is required by law or by a court or regulatory agency having authority over PG&E.

8. PG&E's Utility Obligations. Customer acknowledges that PG&E has an obligation to maintain, repair and service PG&E-owned facilities in order to perform its duties as a public utility. If PG&E determines at any time, in its sole discretion, that it requires any personnel or resources previously committed to the performance of services for Customer under this Agreement in order to maintain adequate service to PG&E's other customers or to fulfill its duties as a public utility, then PG&E shall have the right to divert the use of such personnel or resources to satisfy such requirements. PG&E shall be excused from whatever performance is affected by such action, all to the extent and for the duration its resources are so constrained, and PG&E shall not be considered in default under this Agreement by virtue of such diversion of resources. PG&E shall use diligent efforts to resume and complete its performance of the Service when diverted resources become available again.

9. Limitation of Liability. In the event that PG&E is held liable to Customer or to any party claiming by or through Customer for damages arising under or pertaining to this Agreement, the aggregate liability of PG&E to Customer or to any party claiming by or through



Customer shall be limited to the lesser of (a) the estimated price for the Service giving rise to the claim, or (b) the amount actually paid to PG&E with respect to such Service. IN NO EVENT SHALL PG&E BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, COST OF DELAYS, REPLACEMENT OF POWER, OR LOSS OF PROFITS, LOSS OF OR FAILURE TO REALIZE ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY SUCH CONSEQUENCES WERE FORESEEABLE. The parties agree that the limitations on liability expressed in this Agreement will apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of PG&E, and will extend to the affiliates, subsidiaries, parent company, officers, managers, directors, agents and employees of PG&E. Customer acknowledges and agrees that the limitations of liability set forth in this section may be far less than Customer's loss in the event of any loss or damage to Customer's equipment while in PG&E's care or custody, and Customer expressly assumes the risk of any such deficiency of recovery. The parties acknowledge and agree that the limitations of liability set forth in this Section 9 are an essential element of their bargain as well as a material inducement for PG&E's entry into this Agreement, and that PG&E's price for the Service reflects their inclusion in this Agreement.

10. Term and Termination. The term of this Agreement shall be for five years from the Effective Date unless sooner terminated by Customer or PG&E as permitted by this Agreement. Each party may terminate this Agreement or any Accepted Proposal at any time for convenience by giving the other party 5 days written notice, provided, however, that any such termination shall neither affect PG&E's obligation to perform under any Accepted Proposals during the 5 day notice period, nor Customer's obligation to pay PG&E for material procured or services rendered under any Accepted Proposal through the effective date of termination, including during the 5-day notice period. Termination of any individual Accepted Proposal by either party shall not affect the continued validity of this Agreement or of any other Accepted Proposals. Additionally, each party may terminate this Agreement and any then-outstanding Accepted Proposals upon written notice to the other party if the other party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Also, PG&E may terminate this Agreement immediately and without prior notice in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E's ability to fulfill, its obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission. The following Sections of this Agreement shall survive expiration, cancellation or other termination of this Agreement: 4 Fees, 5 Limited Warranties, 6 Customer Responsibilities, 7 Data, 9 Limitation of Liability and 11 General. Any other provisions of this Agreement that would generally be construed as intended to survive the expiration, cancellation or other termination of this Agreement shall also survive such expiration, cancellation or other termination.



11. General.

11.1. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, PG&E may, without such consent, assign this Agreement to a parent, subsidiary or other affiliate. PG&E may also subcontract all or part of the Service. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns.

11.2. Force Majeure. Neither PG&E nor Customer shall be considered in default in the performance of its obligations under this Agreement, to the extent that (and only for so long as) the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party; provided, however, that Customer shall be excused from the obligation to make payments hereunder for services which PG&E is prevented from performing due to circumstances beyond its reasonable control.

11.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be addressed, if to Customer, to the primary business contact address given in the Accepted Proposal and, if to PG&E, to the address set forth above for payment.

11.4. Reporting Requirements. Customer must notify PG&E whether or not federal funds granted or otherwise awarded to Customer by or through the United States Department of Energy (collectively, the "Federal Funds") will be used to pay PG&E for the Service. If such Federal Funds are used to pay PG&E, in whole or in part, the specific compliance obligations and reporting requirements associated with the use of such Federal Funds shall be as set forth under Section 11.5 hereof. If Customer decides to use such Federal Funds in connection with an Accepted Proposal, then Customer must notify PG&E within 5 days of its decision to use such Federal Funds. If Customer is required by any law or regulation to amend or revise the terms and conditions of any Accepted Proposal in a manner unacceptable to PG&E or if in PG&E's sole discretion PG&E determines it cannot comply with such obligations as amended or revised, whether or not PG&E has begun to perform such Accepted Proposal, PG&E shall have the right, in its discretion, to terminate such Accepted Proposal upon five (5) days' notice without further obligation or liability to Customer (except for the return of any funds Customer may have pre-paid for the Service and which remain uncommitted as of the effective date of such termination). **CUSTOMER HEREBY WAIVES ANY CLAIM OF PROMISSORY ESTOPPELS WITH RESPECT TO PG&E'S TERMINATION OF ANY ACCEPTED PROPOSAL UNDER THE CIRCUMSTANCES DESCRIBED IN THE FOREGOING SENTENCE.**



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11.5. Disputes. The parties will negotiate in good faith to expeditiously resolve any dispute, claim or controversy arising under or relating to this Agreement (including, without limitation, as to its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims) on a negotiated basis. If, in either party's reasonable judgment, such negotiations do not result in an amicable outcome after such party's good faith efforts over a period of at least thirty (30) days, such party shall be free to pursue all available remedies under law in any competent forum.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the Effective Date first set forth above.

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

Print Name:

Print
Name:

Signature:

Signature:

Date:

Date:



EXHIBIT A: FORM OF ACCEPTED PROPOSAL

PROPOSAL NUMBER _____

This Proposal is made and entered into as of _____, 20__ by and between City of Oakland ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 20__ (the "Agreement").

DESCRIPTION OF SERVICES

Scope of Work: _____

Estimated minimum number of days to complete scope of work: _____

Date work is estimated to begin: _____

Customer sites where work is to be performed (may attach spreadsheet of street lights):

Type and number of street light fixtures to be replaced (may attach spreadsheet):

Locations may change if street lights are added to or deleted from the project during installation. A final spreadsheet will be given to Customer upon completion of the work.

Contact information and warranty for the LED street light manufacturer is attached to this Proposal.

MATERIALS DISPOSAL

Address: _____

PG&E's Contractor will keep the lights that have been replaced in a locked container until taking them to PG&E's yard. Contractor will separate the lamp from the fixture and put them in the appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

TRAFFIC CONTROL PLAN

PG&E Contractor shall be required to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.



COST AND PAYMENT SCHEDULE

The services under this Proposal will cost \$ _____.

This price does does not subtract the value of the LED streetlight rebates from the cost to provide the Services.

Payment Schedule:

Initial Payment: Upon ordering of materials, Customer will be invoiced 50% of the total amount of the contract.

Final Payment: Customer will be invoiced for final 50% payment upon completion of this Proposal or when punch list items (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 14 days after receipt of the invoice.

BUSINESS CONTACTS

PG&E's primary business contact for this Proposal:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Customer's primary business contact for this Proposal:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____



CUSTOMER BILLING CONTACT

Customer's billing contact for this Proposal:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

This Proposal is is not funded (in whole or in part) by federal funds appropriated under the ARRA.

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

Print Name:

Print

Name:

Signature:

Signature:

Date:

Date:



Agreement No: SLT-066 City of Oakland
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**EXHIBIT B
FORM OF ADDITIONAL REPAIR WORK AGREEMENT**

REPAIR WORK AGREEMENT NUMBER _____

This Additional Repair Work Agreement is made and entered into as of _____, 20__ by and between City of Oakland ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Repair Work Agreement is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 20__ (the "Agreement").

PG&E has informed the Customer of a repairable condition as described below. The Customer has requested that PG&E provide the necessary labor, equipment, and material to repair, replace or correct the condition on the Customer's equipment described below.

Description of repairable condition:

PG&E will invoice the Customer on a time and materials basis at the following labor rates (rates valid through 12/31/___):

Straight time (8AM-5PM M-F): \$ ___/hour
Overtime: \$ ___/hour

Executed this ___ day of _____, 20__.

Facility name: _____

IN WITNESS THEREOF, the parties agree to be bound by this Repair Work Agreement as of the date first set forth above.

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

Print Name:

Print Name:

Signature:

Signature:

Date:

Date:



**Pacific Gas and
Electric Company**

**EXHIBIT C
MANUFACTURER'S WARRANTY INFORMATION**

Street light manufacturer's contact information:

The street light manufacturer's contact information and warranty will be attached to each Proposal.

Beta LED
1200 92nd Street
Sturtevant, WI 53177-1854
Phone: (800)236-6800

Photo control warrantor's contact information:

Ripley Lighting Controls

2023 Piatt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached.

**The Beta LED Commitment****Limited LED Product and Driver**

We warrant to the original purchaser, with proof of purchase, its delivered products should be free from defects in the material and workmanship for up to (5) years from date of installation.

We will repair, or at our option, replace the defective product during the standard warranty period. This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to our instructions. This warranty excludes defects resulting from improper installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the product.

Limited LED Warranty

We warranty to the original purchaser, with proof of purchase, its supplied LEDs for (5) years from date of installation. Beta Lighting will repair, or at our option, replace the defective fixture during the stated warranty period should there be greater than 3 simultaneous LED failures per fixture. "Failure" is considered a non operating LED. This warranty excludes field labor or service charges related to the repair or replacement of the product.

Limited Finish Warranty

We will warrant to the original purchaser, with proof of purchase, its DeltaGuard® finish for a period of 10 years from date of installation. We will repair, or at our option, replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. This warranty applies only to the DeltaGuard finish and only when the product bearing the DeltaGuard finish is properly handled, maintained, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the DeltaGuard finish.



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RIPLEY LIGHTING CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

WARRANTY

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.



PG&E LED Street Light Turnkey Replacement Service

Non-binding price estimate to be used for budgetary purposes only

City of: **City of Oakland**
 Date of this estimate: **19-Dec-2011** Expiration date of this estimate: **18-Jan-2012**

| Number of Lights to be Replaced | Voltage | Type | Wattage (Nominal/Actual) | Rate | Suggested Replacement LED |
|---------------------------------|---------|------|--------------------------|------|--------------------------------|
| 0 | 120 | HPS | 70/85 | LS-2 | 20 LED Gen D 350 @ 23.4Watts |
| 0 | 120 | HPS | 100/120 | LS-2 | 80 LED Gen D 525 @ 135 Watts |
| 0 | 120 | HPS | 150/176 | LS-2 | 80 LED Gen D 525 @ 135 Watts |
| 0 | 120 | HPS | 200/234 | LS-2 | 60 LED Gen D 525 @ 135 Watts |
| 0 | 240 | HPS | 70/85 | LS-2 | 20 LED Gen D 350 @ 23.4Watts |
| 0 | 240 | HPS | 100/138 | LS-2 | 20 LED Gen D 525 @ 36.3 Watts |
| 1 | 240 | HPS | 150/202 | LS-2 | 80 LED Gen D 525 @ 135 Watts |
| 26 | 240 | HPS | 200/237 | LS-2 | 80 LED Gen D 525 @ 135 Watts |
| 202 | 240 | HPS | 250/293 | LS-2 | 80 LED Gen D 525 @ 135 Watts |
| 1 | 240 | HPS | 310/348 | IS-2 | 80 LED Gen D 525 @ 135 Watts |
| 0 | 240 | HPS | 400/451 | LS-2 | 90 LED Gen D 575 @ 175.2 Watts |
| 0 | 120/240 | MV | 250/284 | LS-2 | 50 LED Gen D 550 @ 89.9 Watts |
| 0 | 120/240 | MV | 400/445 | IS-2 | 50 LED Gen D 550 @ 89.9 Watts |
| 230 | | | | | |

| | | | | | |
|--------------------------------|-----------|--------------------------------------|-----------|---------------------------------|----------|
| Total Project Price: | \$209,680 | Total Equipment/Material Cost | \$118,696 | Total Non-equipment Cost | \$57,159 |
| Total PG&E Rebates: | \$33,825 | Installation Cost Percentage | 33% | | |
| Net Estimated Price: | \$175,855 | | | | |

| | | | | | |
|--|----------|---------------------|--------------|---------------------|--------------|
| Energy cost savings in first year*: | \$17,611 | CEC 1% Loan: | \$22e,937.49 | CEC 3% Loan: | \$193,716.34 |
| Energy savings (kWh/year): | 144,900 | | | | |
| CO2 reduction (lbs/year): | 75,928 | | | | |
| Avoided maintenance expenses in first year**: | \$1,610 | | | | |

Simple Payback (Energy Only): 9.99

***Project Price Notes:**

Price includes purchase of requested street lights, installation and field verification of installed lights, disposal service, rate change and rebate application processing.

No permitting costs included in total project price.

Project price assumes all lights to be replaced will be cobra head fixtures and will not include post top, shoe box, tear drop, or decorative fixtures

Project price assumes all street lights to be replaced are currently in operating condition.

Project price assumes no restrictions on installations will be made (e.g.—heavy traffic area, special hours for installation, etc.)

Project price assumes all street lights to be replaced are at an operating voltage between 120-240 volts AC

Notes:

*Future year savings will grow with the expected increase in electricity and labor costs.

**Avoided maintenance expenses are compared to maintaining HPSV lights.

***The street light manufacturer is BETA LED.

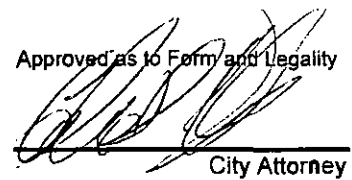
Assumptions:

- » 4100 operating hours annually
- » \$0.12153 \$/kWh electricity cost
- » 0.524 lbs/kWh emission factor
- » \$26 per year maintenance cost for HPSV
- » \$19 per year average maintenance cost for LED
- » City has full jurisdiction over street lights

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

Approved as to Form and Legality



City Attorney

2012 APR 26 AM 9:52
RESOLUTION NO. _____ C.M.S.
Introduced by Councilmember _____

RESOLUTION WAIVING ADVERTISING AND COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH PACIFIC GAS AND ELECTRIC COMPANY (PG&E) NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) FOR A TURNKEY PROJECT TO REPLACE EXISTING HIGH PRESSURE SODIUM (HPS) COBRA STYLE STREET LIGHTING IN EAST OAKLAND ALONG DESIGNATED PORTIONS OF MACARTHUR BLVD., SEMINARY AVE. AND INTERNATIONAL BLVD. WITH LIGHT EMITTING DIODE (LED) STREET LIGHTS USING THE PG&E "ON BILL FINANCING" OPTION AND ACCEPTING ALL ENERGY REBATES ASSOCIATED WITH UPGRADE PROJECTS FOR APPROPRIATION AND EXPENDITURE BY THE ELECTRICAL SERVICES DIVISION AS NEEDED TO SUPPORT SUSTAINABLE LIGHTING ENHANCEMENT EFFORTS

WHEREAS, the City Council has determined that enhanced street lighting may help mitigate crime hot spots in East Oakland; and

WHEREAS, Electrical Services staff and Oakland Police Department staff have identified and evaluated locations along Macarthur Blvd., Seminary Ave. and International Blvd. which would benefit from lighting enhancement; and

WHEREAS, PG&E can provide a turnkey project up to \$250,000 dollars with a 0% financing rate to replace existing HPS street lights with low energy use and low maintenance LED street lights; and

WHEREAS, PG&E can accept payment for the replacement LED street lights and installation through existing billing channels using energy savings to offset the associated cost without an increase to existing funds budgeted in the Lighting and Landscape Assessment District fund 2310; and

WHEREAS, staff recommends that it is in the best interest of the City to waive advertising and the request for proposal/qualifications processes because PG&E provides energy and associated invoicing for the City and is a leading expert in LED street lighting conversion; and

WHEREAS, staff will appropriate energy rebate funds from lighting enhancement projects into a revenue account and expend those funds to establish a sustainable energy efficiency street light purchasing, replacement and installation plan; and

WHEREAS, on December 20, 2011, the Council approved the recommendation to implement the evaluated lighting enhancements in East Oakland; now, therefore be it

RESOLVED, that a products and services agreement contract to replace existing High Pressure Sodium (HPS) cobra style street lighting In East Oakland along designated portions of Macarthur Blvd., Seminary Ave. and International Blvd. with Light Emitting Diode (LED) street lighting is awarded to Pacific Gas and Electric (PG&E) in accordance with project specifications and estimates dated December 19, 2011, in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000); and be it

FURTHER RESOLVED, that services provided through PG&E are temporary and of a professional, scientific, or technical nature, and the contract will not result in the loss of employment or salary by any person having permanent status in the competitive service ; and be it

FURTHER RESOLVED, that pursuant to Oakland Municipal Code Section 2.04.051B The City Council finds and determines that it is in the best interests of the City to waive the competitive request for advertising and proposal/qualifications process for the contract with PG&E and so waives it; and be it

FURTHER RESOLVED, the City Council authorizes the City Administrator, or her designee, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests and related action which may be necessary to enter into a contract with PG&E on behalf of the City of Oakland without returning to Council; and be it

FURTHER RESOLVED, the City Council authorizes the City Administrator, or her designee, to appropriate energy rebate funds into revenue account 2310-30522-48727-IN07 for expenditure through fund 2310-30522-52511-IN07 to establish a sustainable energy efficiency retrofit program for street lighting; and be it

FURTHER RESOLVED, that the contract will be reviewed and approved by the City Attorney for form and legality and placed on file in the Office of the City Clerk

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California