

**RESOLUTION NO. 2018-034**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
AUTHORIZING AND APPROVING A SERVICES AGREEMENT AND LOAN AGREEMENT  
BETWEEN THE CITY OF ROHNERT PARK AND PACIFIC GAS AND ELECTRIC  
COMPANY TO PURCHASE AND INSTALL 1,631 LIGHT EMITTING DIODE STREET  
LIGHTS FOR REPLACEMENT PURPOSES**

**WHEREAS**, the City owns and maintains 2,941 high pressure sodium (HPS) street lights; and

**WHEREAS**, HPS street lights have high operation and maintenance costs and are not energy efficient; and

**WHEREAS**, LED lighting consumes 35% less energy than HPS lighting, reduces light pollution and last much longer than HPS bulbs; and

**WHEREAS**, the City adopted a new LED street light standard for new and replacement street lights in January 2014; and

**WHEREAS**, staff is proposing to convert 1,631 existing City-owned street lights from HPS to LED through an agreement with PG&E; and

**WHEREAS**, the 1,631 street lights targeted for replacement are located throughout the City and represent the remaining HPS street lights, not including lights on wooden poles; and

**WHEREAS**, PG&E has a Turnkey Program that utilizes their Energy Efficiency Retrofit Loan Program, called On-Bill Financing (OBF), where PG&E will finance the project at 0% interest, and the City will pay the loan through the realized savings on the monthly utility bills; and

**WHEREAS**, participation in the Turnkey Program requires the City to execute agreements with PG&E and complete paperwork for billing and rebates; and

**WHEREAS**, California Government Code Sections 4217.10 - 4217.18 allow the City to pursue an alternative procurement processes for "energy services contracts" and "energy financing contracts" if it finds it best serves the City interest; and

**WHEREAS**, Government Code section 4217.12 requires the City to provide public notice, at least two weeks in advance, of the regularly scheduled public hearing at which the City Council will consider an "energy services contract;" and

**WHEREAS**, proper public notice was provided on February 23, 2018, when a notice was published in Community Voice, a newspaper of general circulation in the City of Rohnert Park; and

**WHEREAS**, the City Council finds that the PG&E Product and Service Agreement is an energy finance contract and is in the best interest of the City; and

**WHEREAS**, the City Council finds that the funds for repayment of the loan are projected to be available from revenues available from funding that would have been used for purchase of electrical energy; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve agreements by and between PG&E and the City of Rohnert Park, a municipal corporation, to purchase and install 1,631 LED street lights.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate these agreements for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto and incorporated by this reference as Exhibit "A," subject to minor modifications by the City Manager or City Attorney ("Agreement").

**BE IT FURTHER RESOLVED** that the City Council hereby finds based upon evidence in the record that the Agreement is a qualified energy financing contract and that entering into the Agreement is in the best interest of the City, that public notice was properly given, and that the anticipated costs to the City for this LED street light replacement program will be less than the anticipated marginal costs to the City for thermal, electrical or other energy that would have been consumed by the City in the absence of implementation of this program.


**BE IT FURTHER RESOLVED** the removal of the existing HPS street lights and replacement with new LED street lights is found to be exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, which consists of operation, repair, maintenance or minor alteration of existing public structures and facilities involving negligible expansion beyond that existing, and/or Section 15302, which consists of the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity.

**DULY AND REGULARLY ADOPTED** this 13<sup>th</sup> day of March, 2018.

**CITY OF ROHNERT PARK**

  
Pam Stafford, Mayor

**ATTEST:**

  
JoAnne M. Buergler, City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye MACKENZIE: Absent CALLINAN: Aye STAFFORD: Aye  
AYES: ( 4 ) NOES: ( 0 ) ABSENT: ( 1 ) ABSTAIN: ( 0 )



**Pacific Gas and  
Electric Company**

Agreement No: SLT-008  
City of Rohnert Park (II)

### 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 Rohnert Park with offices at 600 Enterprise Drive, Rohnert Park, CA 94928 ("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 which may also include LS2C to LS2A rates changes and any applicable PG&E rebate applications as requested by Customer. PG&E will arrange for waste disposal of removed street light fixtures. Customer Initials \_\_\_\_\_. Date \_\_\_\_\_.

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 two (2) weeks 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. Upon completion of the Service described in the Accepted Proposal and Customer's payment of said Service, title to the installed street light fixtures described in the Acceptable Proposal shall pass to Customer. Such transfer of title shall be for the installed street light fixtures "as is, where is," and with no implied warranties or express warranties, except as otherwise set forth below in Section 5.2 (Limited Material Warranty).



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 and 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 (Additional and Repair Work Agreement).

If, for any reason, Customer chooses not to correct such condition, as specified in Exhibit B (Additional and 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.

If in the process of performing the Service, Customer requests specific work in addition to the Accepted Proposal's Scope of Work, Exhibit B (Additional and Repair Work Agreement) will be used to describe the work and provide the labor rates for the performance of the additional work.

If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

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 and Repair Work Agreement will be done on a time and materials basis, at PG&E's then current hourly commercial rates as specified in the Additional and Repair Work Agreement 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: N10D  
San Francisco, CA 94177

5. Material Repair and Replacement.

5.1. PG&E Repair. If an LED fixture component (LED, LED array, fixture housing, fixture mounting bracket, photo control, wiring connectors, solid state power supply or driver) breaks or fails within one (1) year of installation of such streetlight fixture ("Installation"), then PG&E will repair or replace the broken or failing component at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E for such streetlight fixture.

5.2. Manufacturer 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. Customer must contact the manufacturer to make a warranty claim. After one (1) year of Installation, 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 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 or any specific work restrictions imposed by Customer such as but not limited to restricted work hours to perform the Service (PG&E's core days and hours of Installation: Monday-Friday, 7 AM-3:30 PM). Special traffic controls and specific work restrictions and conditions must be identified prior to developing scope of work and pricing. Should Customer impose specific work restrictions after the full execution of the proposal, Exhibit B (Additional and Repair Work Agreement) will be used to describe the subsequent need for reimbursement and provide the labor rates for the performance of the Service within such restrictions. 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 PG&E's repair within one (1) year of Installation, 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. Indemnification. Customer covenants and agrees that Customer will indemnify, defend and hold harmless PG&E, its affiliates, and PG&E's and its affiliates' respective directors, officers, employees, agents, successors and assigns (collectively, the PG&E Indemnitees" from and against any and all claims, damages, costs, expenses, (including attorney's fees and court costs) and liabilities (including settlements) brought or asserted by any third party against the PG&E Indemnitees resulting from, arising out of or related to any claim: (i) for personal injury, including death, or property damage, including theft, caused to any of the PG&E Indemnitees, Subcontractors or a third party by Customer's actions or inaction, whether negligence or willful misconduct; and (ii) resulting from Customer's breach of any representations, warranties or covenants contained above herein; and (iii) any data, Equipment, information, software or other property provided to PG&E hereunder or any elements embodied therein, or that any of the



PG&E Indemnitees' use of any of the foregoing infringe or misappropriate the intellectual property rights of any third party (each of the foregoing (i) through (iii) are referred to as a "Claim"). PG&E shall promptly notify Customer of any Claim and shall (at Customer's sole expense) reasonably cooperate with Customer to facilitate the settlement or defense of such Claim. Customer shall, at its own expense, indemnify, defend and hold harmless the PG&E Indemnitees from and against all costs of defending the Claim, including attorney's fees and court costs (including those incurred by the PG&E Indemnitees in enforcing this provision). Customer shall keep PG&E Indemnitees informed of, and consult with PG&E Indemnitees in connection with the selection of counsel to defend the Claim and the progress of such litigation or settlement. Customer shall not have any right to settle any such Claim without the specific prior written approval from a designated legal representative of the PG&E Indemnitees.

PG&E will indemnify, defend and hold harmless Customer from and against and all claims, damages, costs, expenses, (including reasonable attorney's fees and court costs) and liabilities (including settlements) brought or asserted by a third party against Customer to the extent based on a claim that personal injury or tangible property damage suffered by such third party was in fact caused by PG&E's gross negligence or willful misconduct during the course of PG&E's performance of Services. Notwithstanding anything to the contrary, PG&E is not liable to defend or indemnify Customer for any claims or damages arising out of or related to the acts or omissions of Customer, its agents, employees or contractors. Customer shall promptly notify PG&E of any third party claim and shall (at PG&E's sole expense) reasonably cooperate with PG&E to facilitate the settlement or defense of such Claim. PG&E shall keep Customer informed of, and consult with Customer in connection with the progress of such litigation or settlement. If a third party claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PG&E'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS.

11. 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.

12. General.

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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 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.

12.5. 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.

CITY            OF  
ROHNERT PARK

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PACIFIC GAS AND ELECTRIC  
COMPANY

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A: FORM OF ACCEPTED PROPOSAL**

**PROPOSAL NUMBER 1**

This Proposal is made and entered into as of \_\_\_\_\_, 20\_\_ by and between City of Rohnert Park ("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:**

- Replacement of 1631 HPSV lights, according to the map and LED Spreadsheet (identifies each location), in the City of Rohnert Park
- Number any light poles that are not numbered using badge number stickers provided by PG&E
- Change the rates to LED and provide documentation on the changes and costs for the street lights, which with customer approval, may include LS2C to LS2A rates. Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_
- Process rebates on behalf of Customer and provide documentation; and
- Provide a revised GIS- based inventory.

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

Date work is estimated to begin: TBD

Customer sites where work is to be performed (may attach spreadsheet of street lights):  
See attached map for location.

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

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.

If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

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



## MATERIALS DISPOSAL

Customer will make space available at Customer-owned property for material storage and disposal during construction. PG&E will hold Customer harmless for damage to stored materials while on Customer's property. Customer site where PG&E may store materials and waste disposal bins:

Address: TBD

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

PG&E estimates the services under this Proposal will cost \$572,426.00. However, Customer will be invoiced for actual installations (location and size of fixture). The estimate will not be exceeded without Customer's prior approval.

This price does subtract the value of the LED streetlight rebates from the cost to provide the Services.

### Payment Schedule:

**Initial Payment:** Upon ordering of materials, Customer may 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: Jwo Cheng  
Title: Business Development Manager  
Address: 245 Market Street, Mail Code N10D  
San Francisco, CA 94105  
Telephone: (415) 973-1664  
Email: JICA@pge.com

Customer's primary business contact for this Proposal:

Name: Terrie Zwillinger  
Title: Project Coordinator, Department of Public Works, City of Rohnert Park  
Address: 600 Enterprise Drive, Rohnert Park, CA 94928  
Telephone: (707) 588-3331  
Email: tzwillinger@rpcity.org

#### CUSTOMER BILLING CONTACT

Customer's billing contact for this Proposal:

Name: Terrie Zwillinger  
Title: Project Coordinator, Department of Public Works, City of Rohnert Park  
Address: 600 Enterprise Drive, Rohnert Park, CA 94928  
Telephone: (707) 588-3331  
Email: tzwillinger@rpcity.org

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

CITY OF ROHNERT  
PARK

PACIFIC GAS AND ELECTRIC  
COMPANY

Print Name:

Print  
Name:

Signature:

Signature:

Date:

Date:



**EXHIBIT B  
FORM OF ADDITIONAL AND REPAIR WORK AGREEMENT**

**ADDITIONAL AND REPAIR WORK AGREEMENT NUMBER \_\_\_\_\_**

This Additional and Repair Work Agreement is made and entered into as of \_\_\_\_\_, 20\_\_ by and between [insert Customer's legal name] ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Additional and 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").

The Customer has requested additional and/or repair work as described below.

**Description of additional and/or repair work:**

\_\_\_\_\_

For this additional and/or repair work, 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

**Description of customer-imposed work restriction:**

\_\_\_\_\_

For any costs associated with this work restriction, PG&E will invoice the Customer based on the following rates:

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Facility name: \_\_\_\_\_



***Pacific Gas and  
Electric Company***

Agreement No: SLT-008  
City of Rohnert Park (II)

IN WITNESS THEREOF, the parties agree to be bound by this Additional and 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:

\_\_\_\_\_



**EXHIBIT C  
THIRD PARTY WARRANTIES**

1. Street light manufacturer's contact information:

(a) Cree LED Lighting Fixtures

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

- (b) The warranty period for the Cree LED Lighting Fixtures is 10 years. A copy of that warranty is set forth in Schedule 1 to this Exhibit C.

2. Photocontrol warrantor's contact information:

(a) Sunrise Technologies, Inc. Photocontrols

54 Commercial St.  
Raynham, MA 02767  
Phone: 508-821-1597  
Fax: 805-822-0593

- (b) The warranty period for the Sun-Tech/FP Outdoor Lighting Controls is 12 years. A copy of that warranty is set forth in Schedule 2 to this Exhibit C.



**SCHEDULE 1 TO EXHIBIT C  
LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES  
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND  
ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree Company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty).

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.



**Pacific Gas and  
Electric Company**

Agreement No: SLT-008  
City of Rohnert Park (II)

SCHEDULE 2 TO EXHIBIT C  
WARRANTY FOR SUN-TECH LIGHTING CONTROLS

**FP** Outdoor Lighting Controls  
Quality Electrical Products

 **Sun - Tech**  
Sunrise Technologies, Inc.

**Warranty Long Life Photocontrol**

Standard warranty of Sun-Tech / FP Outdoor Lighting Controls electronic photocontrol products is 12 years. The warranty is 1 for 1 replacement for units with factory defects. Units ordered improperly will be accepted, possibly with a negotiated restocking charge. This warranty covers factory defects and does not apply to units abused, vandalized, installed on the incorrect voltage, damaged by faulty luminaires, or direct hits by lightning. Sun-Tech assumes no further liability in the use of the products. This warranty is in lieu of any other warranties expressed or implied.

It can be expected that Sun-Tech / FP Outdoor Lighting Controls and its management will stand behind the performance of its product and treat its users as partners in its success.

54 Commercial St. \* Raynham, MA 02767 USA

Ph: (508) 821-1597 \* Fax: (508) 822-0593 \* email: [info@sun-tech.biz](mailto:info@sun-tech.biz) \* [www.sun-tech.biz](http://www.sun-tech.biz) \* [www.fpolc.com](http://www.fpolc.com)