

**THIRD AMENDMENT TO AGREEMENT 653 BETWEEN
THE CITY OF CUPERTINO AND TANKO LIGHTING
FOR CONSTRUCTION MANAGEMENT AND
CONSULTING SERVICES FOR VARIOUS CIP
PROJECTS**

This Third Amendment to Agreement 653 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Tanko Lighting a Corporation ("Contractor") whose address is 220 Bayshore Blvd, San Francisco, CA 94124 and is made with reference to the following:

RECITALS:

- A. The City and Contractor entered into an Agreement for Construction Management and Consulting Services for Various CIP Projects effective January 10, 2023 ("Original Agreement") with term expiring June 30, 2024.
- B. The City and Consultant entered into a First Amended Agreement for Construction Management and Consulting Services for Various CIP Projects ("First Amendment") effective April 22, 2024, with term expiring June 30, 2026.
- C. The City and Consultant entered into a Second Amended Agreement for Construction Management and Consulting Services on Various CIP Projects (Second Amendment") effective September 6, 2024, with term expiring June 30, 2026.
- D. The Original Agreement, First Amendment and Second Amendment are collectively referred to as the "Agreement" unless otherwise indicated herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2.1 of the Agreement is modified to read as follows: Scope of Services. Consultant agrees to provide the Services "as needed" and as set forth in the Scope of Services, attached and incorporated here as Exhibit A. The Services must comply with this Agreement and with each Service Order issued under the authority of the City Director of Public Works or his designee, in accordance with the following procedures. Consultant further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID- 19.

Exhibit A of the Agreement is modified as follows: additional Scope of Services, attached here and incorporated as Exhibit A-2

2. Paragraph 4.1 of the Agreement is modified to read as follows: Maximum Compensation. City will pay Consultant for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$ 306,914 (" Contract Price"), based on the budget and rates set forth in Exhibit C, Compensation, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place

even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

Exhibit C of the Agreement is modified as follows: additional Compensation, attached and incorporated here as Exhibit C-2

- 3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

TANKO LIGHTING

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

Construction Management – Scope of Services

Task 1.0: LED Conversion Phase

Task 1.01: Community Outreach and Notification

CONSULTANT shall coordinate with the CITY’s media office to help develop a community outreach and notification plan prior to the commencement of any project activities. The plan will ensure project awareness and minimize public disturbance. CONSULTANT shall develop the message and provide the planned installation schedule to the CITY’s media staff for distribution through the CITY’s existing media outlets (press releases, website, etc.).

Deliverables:

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

Pricing – Task 1.01: Community Outreach and Notification

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	10	\$2,500
Project Manager	\$188	32	\$6,016
Data Analyst	\$156	12	\$1,872
Total Not to Exceed Price:			\$10,388

Task 1.02: Logistics Management

CONSULTANT shall:

- Ensure the selected installation contractor stages the receipt of fixture shipments for installation in a manner that ensures the secured storage of materials.
- Provide the CITY with a schedule of anticipated shipping dates for materials once the materials order is placed.
- Develop an installation plan that minimizes inconvenience to the CITY and includes ordering schedules, traffic control plans, waste disposal and recycling procedures (that comply with all applicable State and Federal laws), and installation and commissioning schedules as required to the CITY.
- Facilitate a pre-construction Kick-Off meeting with CITY staff and the installation contractor to review the traffic control plans, work safety, permitting requirements public safety and waste material handling procedures and requirements prior to the start of installation.
- Coordinate and participate in regularly scheduled progress meetings with CITY staff.

Deliverable:

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

Pricing – Task 1.02: Logistics Management

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	21	\$5,250
Project Manager	\$188	104	\$19,552
Data Analyst	\$156	67	\$10,452
Total Not to Exceed Price:			\$35,254

Task 1.03: Installation Management

CONSULTANT shall:

- Develop installation maps and provide installers and relevant CITY staff for accurate project tracking.
- Ensure that any poles missing pole tags are updated with pole tags consistent with CITY’s existing system.
- Ensure that installers are equipped with handheld devices and train them in collecting relevant data on both the HPS fixtures being removed, as well as the LED fixtures being installed.
- Track each crew’s daily progress via time-stamped data on every fixture location.
- Provide immediate instruction to crews on any course corrections necessary.

Deliverable:

- Installation Maps: Maps with locations and fixture information used to dispatch installation crews and allow CITY staff to track installation routes.
- Weekly Installation Report: A detailed listing of the locations completed during the installation phase, along with maps corresponding to locations.

Pricing – Task 1.03: Installation Management

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	10	\$2,500
Project Manager	\$188	109	\$20,492
Data Analyst	\$156	173	\$26,988
Total Not to Exceed Price:			\$49,980

Task 1.04: Commissioning Coordination

CONSULTANT shall ensure that the installers perform final inspection on all fixtures, correct any “punch list” items, test lights to ensure that they work, and identify locations where repair needs CITY assistance. CONSULTANT shall provide a complete commissioning report outlining any errors and actions taken to correct errors.

Deliverable:

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

Pricing – Task 1.04: Commissioning Coordination

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	8	\$2,000
Project Manager	\$188	45	\$8,460
Data Analyst	\$156	39	\$6,084
Total Not to Exceed Price:			\$16,544

Task 1.05: Rebate and Tariff Change Coordination

CONSULTANT shall:

- Research any available rebate programs and facilitate all necessary tasks to ensure that the CITY receives the rebates and billing changes for which it is eligible.
- Prepare all necessary and required documentation for the rebates and submit these to the appropriate departments within the agency.
- Follow up with the agency to confirm the materials have been received and are in process.
- Assist the CITY with responses to any utility/agency questions regarding the submitted applications for rebates.
- Coordinate with the utility on changing tariffs to the newly-installed LED fixture rates by preparing the necessary documentation, submitting it to the utility, confirming the materials have been received, and obtaining the timing for the modification to be processed.
- If known, provide the contact information for the appropriate party addressing any rate changes for the CITY.
- Assist the CITY with responses to any utility questions regarding the submitted applications for tariff changes.

Deliverable:

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

Pricing – Task 1.05: Rebate and Tariff Change Documentation

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	0	\$0
Project Manager	\$188	32	\$6,016
Data Analyst	\$156	35	\$5,460
Total Not to Exceed Price:			\$11,476

Task 1.06: Final Reporting

CONSULTANT shall coordinate all final reporting and data requirements to ensure that the CITY considers the project is compliant and complete. This includes finalizing the GIS layer with design and construction data and updating the analysis of gross cost, savings, incentives, net cost, and payback of finalized design, including any operation and maintenance of costs and savings. Additionally, CONSULTANT shall provide contacts and the process whereby the CITY can obtain warranty support with the manufacturer(s) should it be necessary.

Deliverable:

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

Pricing – Task 1.06: Final Reporting

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	10	\$2,500
Project Manager	\$188	69	\$12,972
Data Analyst	\$156	70	\$10,920
Total Not to Exceed Price:			\$26,392

OPTIONAL – Task 1.07: Remedy of Miss-Billings

Based on the results of the Data Reconciliation Report, CONSULTANT shall provide additional assistance reconciling the streetlight billing discrepancies with the utility to credit the CITY for any miss-billings.

Deliverable:

- Miss-Billing Documentation: Submission of required documentation to utility to remedy any streetlight mis-billings. Follow up meeting and coordination with CITY and utility as needed.

Pricing – Task 1.07: Remedy of Miss-Billings

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	0	\$0
Project Manager	\$188	12	\$2,256
Data Analyst	\$156	16	\$2,496
Total Not to Exceed Price:			\$4,752

OPTIONAL – Task 1.08: Custom Design for Decorative Fixtures

Any decorative fixture beyond the standard design process (defined as any non-cobra head fixture where the design can be determined through the audit process or has already been designed) will require a custom LED replacement design, provided on a per custom design created (not on a per fixture basis).

CONSULTANT shall design the custom LED retrofit (note this shall be one custom design for an estimated twenty (20) shoebox fixtures), dispatch of a contractor to measure the fixture, design of a custom insert, coordination with a metal fabricator to create a sample, etc. Should the CITY opt for this Task, it will be performed prior to Task 1.03 – Installation Management.

Deliverable:

- Custom Retrofit Fixture: A custom designed LED retrofit that preserves the aesthetics of the existing shoebox fixture while providing the improved light quality and energy saving benefits.

Pricing – OPTIONAL Task 1.08: Custom Design for Decorative Fixtures

Position	Hourly Rate	Estimated Hours	Extended Price
Principal	\$250	4	\$1,000
Project Manager	\$188	6	\$1,128
Data Analyst	\$156	0	\$0
Total Not to Exceed Price:			\$2,128

Summary of Services

Task	Not to Exceed Price
Task 1.01: Community Outreach and Notification	\$10,388
Task 1.02: Logistics Management	\$35,254
Task 1.03: Installation Management	\$49,980
Task 1.04: Commissioning Coordination	\$16,544
Task 1.05: Rebate and Tariff Change Coordination	\$11,476
Task 1.06: Final Reporting	\$26,392
Total Not to Exceed Price:	\$150,034
Optional Tasks	
OPTIONAL Task 1.07: Remedy of Miss-Billings	\$4,752
OPTIONAL Task 1.08: Custom Design for Decorative Fixtures	\$2,128
Total Cost for Optional Adders (Not included in the above):	\$6,880