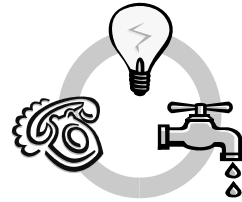


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

SPECIAL MEETING AGENDA  
JULY 11, 2016 9:00 A.M.



President Mark D. Radecki  
Commissioner Abraham N. Cruz  
Commissioner Roy Haber, III  
Commissioner Cory C. Moss  
Commissioner Newell W. Ruggles



---

*Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California*

---

## **Addressing the Commission:**

- ▶ **Agenda Items:** *Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.*
- ▶ **Public Comments (Agenda Items Only):** *During public comments, if you wish to address the Commission during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Commission concerning any item that has been described in the notice for the Special Meeting.*

## **Americans with Disabilities Act:**

- ▶ *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

## **Agendas and other writings:**

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

- 
1. Call to Order
  2. Flag Salute
  3. Roll Call
  4. Public Comments

5. **BOARD MATTERS**

- 5.1 Presentation and discussion regarding the change in emergency water conservation measures for the City of Industry Waterworks System

*RECOMMENDED ACTION: Recommend the City of Industry City Council to update the emergency water conservation measures.*

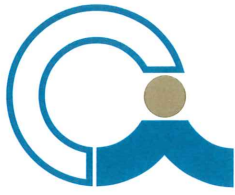
- 5.2 Discussion and direction regarding Request for Qualifications (“RFQ”) for Electric Utility Services Bench

*RECOMMENDED ACTION: Discuss and authorize Staff to enter into negotiations with qualified contractors.*

6. Adjournment. Next regular meeting: Thursday, July 21, 2016 at 9:00 a.m.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.1



# INDUSTRY PUBLIC UTILITIES COMMISSION

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744  
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

Mark D. Radecki, President  
Abraham N. Cruz, Commissioner  
Roy M. Haber, III, Commissioner  
Cory C. Moss, Commissioner  
Newell W. Ruggles, Commissioner

Paul J. Philips, Public Utilities Director  
James M. Casso, General Counsel  
Cecelia Dunlap, Assistant Secretary

## MEMORANDUM

To: Honorable President and Commission Board Members

From: Paul J. Philips, Public Utilities Director *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*

Date: July 11, 2016

**SUBJECT: Presentation and Discussion Regarding the Change in  
Emergency Water Conservation Measures for the City of  
Industry Waterworks System**

---

As the City of Industry Water System and the La Puente Valley County Water System are both managed by the La Puente Valley County Water District, there is a need to disseminate information to customers that is clear, consistent, and provides for streamlined operations of both utility systems.

The Board of the La Puente Valley County Water District recently updated its water conservation regulations. It is recommended that the City of Industry Water System also update its water conservation regulations to maintain consistent messaging and operations in regards to water conservation.

This information is provided for discussion only, as the City of Industry City Council must consider updating its water conservation measures to mirror the action of the La Puente Valley County Water District Board on July 28, 2016.

---

PJP:AG:mk

# Memo



To: Alex Gonzalez, Director of Development Services and Administration

From: Greg B. Galindo, General Manager

Date: July 7, 2016

Subject: Updating Water Conservation Measures for the City of Industry Waterworks System

---

## *Summary*

At the May 19, 2016 Industry Public Utilities Commission Meeting Staff provided a report on the change in the State Water Resources Control Board (State Water Board) emergency water conservation regulations.

The CIWS and the LPVCWD are considered small water suppliers, thus do not have to self-certify a water conservation standard for their respective systems. Although statewide water supply conditions have improved, the Main San Gabriel Groundwater Basin (Basin) remains at a historic low. As a result of improved statewide water supply conditions, regional water supplier MWD has communicated to its member agencies that they have enough water to meet their needs for the next three years. This is definitely an improvement from last year when MWD was restricting wholesale water deliveries as part of their Supply Allocation Plan. Our local municipal water district and MWD member agency, Upper San Gabriel Valley Water District, has also stated such, but urges all producers in the Basin to collectively aim to reduce use by 20% as compared to 2013-14 usage.

In response to the change in regional water supply conditions, the LPVCWD recently updated its water conservation regulations by changing the restriction on outdoor watering from 2 days per week to 3 days per week. District staff recommends that the City also consider updating its water conservation measures. Below is a summary of the current water conservation measures adopted for the CIWS by Resolution No. CC 2015-09.

## **Current**

1. No ornamental landscape, lawn or other turf area shall be watered more often than two (2) days per week and is prohibited between the hours of 9 a.m. and 6 p.m.
2. No ornamental landscape, lawn or other turf area shall be watered within 48 hours after measurable rainfall.
3. Parks and schools shall be prohibited from watering athletic fields more often than three (3) days per week and between the hours of 9 a.m. and 6 p.m.
4. No watering of ornamental landscapes, lawns, or other turf on public street medians.
5. There shall be no watering of landscapes, lawns, or other turf outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

6. No water users shall cause or allow the water to run off landscape areas into adjoining streets, sidewalks, or other paved areas. There shall be no use or application of potable water to driveways, sidewalks, patios, parking areas or other paved surfaces.
7. Washing of motor vehicles, trailers, boats and other types of equipment shall be done only with a hand-held nozzle or other device.
8. No potable water shall be used to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recirculating system.
9. No restaurant, hotel, cafe, cafeteria or other public place where food is sold, served or offered for sale, shall serve drinking water to any customer unless expressly requested.
10. All water users shall promptly upon discovery, repair all leaks from indoor and outdoor plumbing fixtures.
11. The use of water from fire hydrants shall be limited to, fire fighting and related activities and other uses of water for municipal purposes shall be limited to, activities necessary to maintain the public health, safety, and welfare.
12. Operators of hotels and motels must provide guests with the option of choosing not to have towels and linens laundered daily, and notice of this option must be prominently displayed in each guestroom using clear and easily understood language.

District Staff recommends that the City consider updating its water conservation measures by changing the following restrictions:

### **Recommended Changes**

1. No ornamental landscape, lawn or other turf area shall be watered more often than three (3) days per week and is prohibited between the hours of 9 a.m. and 6 p.m.
3. Parks and schools shall be prohibited from watering athletic fields more often than three (3) days per week and between the hours of 9 a.m. and 6 p.m.
9. Remove restriction No. 9.

These recommended changes mirror what LPVCWD has adopted. District staff recommends the City consider adopting the same changes, in an effort to make public outreach and enforcement consistent and efficient.

To gauge consistency with other water purveyors, District staff surveyed adjacent water purveyors to identify what outdoor watering restrictions they will have in place through the end of the year. We found that Rowland Water District, Suburban Water Systems and San Gabriel Valley Water Company will be restricting outdoor watering to 3 days per week.

### ***Recommended Action***

Rescind Resolution No. CC 2015-09 and update the emergency water conservation measures which shall remain in effect until the newly adopted resolution is amended or rescinded by the City Council. A draft resolution has been prepared and is enclosed for your consideration.

Please note that Resolution maintains the provisions for violations and penalties for the previously adopted water conservation measures.

If you have any questions on the information provided, please feel free to contact me.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

**Enclosure**

- Draft Resolution Updating Water Conservation Measures for the City of Industry Waterworks System

**RESOLUTION NO. CC 2016-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY RESCINDING RESOLUTION NO. CC 2015-09 AND UPDATING WATER CONSERVATION MEASURES TO COMPLY WITH THE STATE WATER RESOURCES CONTROL BOARD WATER CONSERVATION REQUIREMENTS**

**WHEREAS**, the City of Industry (“City”) provides water service to residents and businesses both within and immediately adjacent to the geographical boundaries of the City (the “Industry Waterworks”); and

**WHEREAS**, the Industry Waterworks system is operated and managed by the La Puente Valley County Water District, for the City; and

**WHEREAS**, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use and that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

**WHEREAS**, conservation of current water supplies and minimization of the effects of water supply shortages that are the result of drought are essential to the public health, safety and welfare; and

**WHEREAS**, the City adopted Resolution No. CC 2015-09 on May 28, 2015 Declaring Emergency Water Shortage Conditions and Adopting Mandatory Conservation Measures consistent with the Governor of California’s Executive Order No. B-29-15 issued on April 1, 2015 and with regulations imposed by the State Water Resources Control Board (“SWRCB”); and

**WHEREAS**, on May 9, 2016, Governor Edmund G. Brown Jr. issued another executive Order No. B-37-16 directing actions aimed at using water wisely, reducing water waste, and improving water efficiency and directed the SWRCB to adjust emergency water conservation regulations for urban water conservation, in response to the changing water supply conditions across the state; and

**WHEREAS**, Statewide precipitation over the past year has been variable with Northern California having received above-average rainfall while much of southern California continues to experience below-average rainfall, inadequate snowfall, and warm temperatures and, consequently, while major Northern California water reservoirs are near or above average water storage for this time of year, many Southern California reservoirs are significantly below average; and

**WHEREAS**, in southern California, imported water supplies from the State Water Project continue to be significantly curtailed and groundwater supplies are limited in nature; and



**WHEREAS**, the Main San Gabriel Groundwater Basin, which the City relies upon as its primary source of water to meet its customers’ needs, remains close to its historic low level, which is far below the preferred operating range for the Basin ; and

**WHEREAS**, Water Code section 1058.5 grants SWRCB the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation;” and

**WHEREAS**, on May 18, 2016, the SWRCB adopted new emergency water conservation regulations that will replace the state-developed standards with locally developed water conservations standards based on each agency and urban water supplier’s specific circumstances; and

**WHEREAS**, California Water Code sections 375 et seq. empowers any public entity which supplies water at retail or wholesale to adopt and enforce mandatory water conservation measures within its boundaries to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of said mandatory water conservation measures; and

**WHEREAS**, Water Code section 375, subdivision (c) defines “public entity” to include the City; and

**WHEREAS**, the City is required to comply with State law, including the Emergency Regulations adopted by the SWRCB, codified at Title 23 of the California Code of Regulations and is authorized pursuant thereto to implement these requirements; and

**WHEREAS** the City must comply with the SWRCB Emergency Regulations by taking actions to restrict certain uses of water within its service area; and

**WHEREAS**, on June \_\_, 2016, the City held a public hearing and made appropriate findings of necessity and desire to comply with the SWRCB Emergency Regulations by taking actions to mandate reduction of water use within its service area.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF INDUSTRY RESOLVES AS FOLLOWS:**

**SECTION 1. Rescission of Resolution No. CC 2015-09.** The City Council hereby rescinds Resolution No. CC 2015-09 adopted on May 28, 2015.

**SECTION 2. Recitals.** The City Council finds that all the recitals set forth above are true and correct and are included herein as a material part of this Resolution.

**SECTION 3. Determination of Need for Water Conservation Measures.** The City Council, in accordance with the foregoing findings, hereby declares that the regulations and restrictions on delivery and consumption of water within its service area as set forth in Section 5

below (Mandatory Water Conservation Measures) are necessary, in the sound discretion of the City Council, to conserve water supplies for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.

**SECTION 4. Authorization to Implement Restrictions on Water Consumption:** The City Council hereby authorizes the manager and operator of the Industry Waterworks system, the La Puente Valley County Water District (“District”), to take specific steps to implement the water conservation measures set forth in this Resolution.

**SECTION 5. Mandatory Conservation Measures.** The General Manager of the District is directed to take all steps necessary to advise the Industry Waterworks' customers of the following mandatory water conservation measures and to enforce them in accordance with applicable law:

a. **Outdoor Landscapes:** Unless recycled water is utilized, the following restrictions apply to the irrigation of outdoor landscapes:

i. No ornamental landscape, lawn or other turf area may be watered more often than three (3) days per week (for the purposes of this section, a week is deemed to commence at 12:01 a.m. on Sunday morning and end at midnight on the following Saturday night) and is prohibited between the hours of 9 a.m. and 6 p.m.

ii. No ornamental landscape, lawn or other turf area may be watered on a day with measurable rainfall (0.01 inches of rain or greater) or within 48 hours thereafter.

iii. Parks and schools are prohibited from watering their athletic fields more often than four (4) days per week.

iv. Watering of ornamental landscapes, lawns, or other turf on public street medians is prohibited.

v. Watering of landscapes, lawns, or other turf outside of newly constructed homes and buildings must be done in a manner consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

b. **General Restrictions:** The following restrictions apply to all end-users of potable water:

i. No users may cause or allow water to run off landscape areas into adjoining streets, sidewalks, or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.

ii. The application of potable water to driveways, sidewalks, patios, parking areas or other paved surfaces is prohibited.

iii. Washing of motor vehicles, trailers, boats and other types of equipment must be done only with a hand-held nozzle or other device that causes the water hose to cease dispensing water immediately when not in use (except as to reclaimed wastewater or by a commercial car wash using recycled water)

iv. No potable water may be used to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recirculating system.

v. All water users must promptly upon discovery repair all leaks from indoor and outdoor plumbing fixtures.

vi. Operators of hotels and motels must provide guests with the option of choosing not to have towels and linens laundered daily, and notice of this option must be prominently displayed in each guestroom using clear and easily understood language.

vii. The use of water from fire hydrants is limited to fire fighting and related activities and other uses of potable water for municipal purposes is limited to activities necessary to maintain the public health, safety, and welfare.

c. **Exemptions:** The following uses are exempt from the restrictions of this Section 5:

i. Watering of athletic fields is permitted at any time if reasonably necessary for the health and safety of the individuals using the athletic field.

ii. Modified watering schedules approved in advance by the City to accommodate public use.

iii. Maintenance activities requiring potable water use approved in advance by the City.

iv. Ongoing water system improvement projects utilizing construction meters in accordance with City policy or regulations.

**SECTION 6. Duration of Water Emergency:** These water conservation measures will remain in effect until amended or repealed by the City Council.

**SECTION 7. Violation:** Any violation of the water conservation measures set forth in Section 5 may be punished as an infraction as set forth in Section 1.08.070(A) of the Industry Municipal Code. As the manager and operator of the Industry Waterworks system, the District is authorized to implement and enforce the water conservation measures set forth herein, and any violation thereof will result in the following warnings, penalties, and restrictions imposed by the District on behalf of the City:

a. **First Violation.** The District will issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred.

b. **Second Violation.** The District will issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred, and also send a written letter by United States mail notifying the customer of the repeat violation as well as the penalties that may be imposed for any subsequent violations.

c. **Third Violation.** The District will issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred, send a written letter by United States mail notifying the customer of the repeat violation, and issue a citation fine in the amount of \$100.00 pursuant to Section 1.08.070(A)(1) of the Industry Municipal Code.

d. **Fourth Violation.** The District will issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred, send a written letter by United States mail notifying the customer of the repeat violation, and issue a citation fine in the amount of \$200.00 pursuant to Section 1.08.070(A)(2) of the Industry Municipal Code, and install a flow restricting device of two gallons per minute (2 gpm) capacity for services up to one and one-half inch size (1.5"), and comparatively sized restrictors for larger service, on the customer's service where the violation occurred, for a period of not less than seventy-two hours.

5. **Fifth and Subsequent Violations.** The District will provide the same notices and impose the same penalty measures as for a Fourth Violation and may, at the discretion of the General Manager of the District, discontinue water service to that customer at the premises at which the violation occurred.

**SECTION 8. Appeal:** Decisions made by the District under the regulations set forth in this Resolution may be appealed in accordance with the procedures set forth in Chapter 13.03 of the City of Industry Municipal Code relating to the Industry Waterworks System.

**SECTION 9. Severability:** If any portion of this Resolution is found to be unconstitutional or invalid, the City Council hereby declares that it would have enacted the remainder of this Resolution regardless of the absence of any such valid part.

**SECTION 10. Effective Date:** This Resolution will take effect on August 1, 2016 and supersedes Resolution No. CC 2015-09.

**SECTION 11.** The City's Council exercises its independent judgment and finds that the provisions of this Resolution are exempt from the provisions of the California Environmental Quality Act as an action to mitigate emergency conditions and as a rate setting measure pursuant to Public Resources Code §21080(b)(4) and (8).

**SECTION 11.** The City Clerk is directed to certify to the adoption of this Resolution and cause it to be published in accordance with Water Code section 376.

**PASSED, APPROVED, and ADOPTED** this \_\_\_ day of July, 2016.

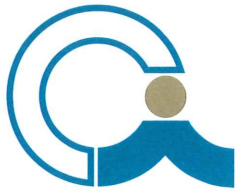
\_\_\_\_\_  
Mark D. Radecki, Mayor

ATTEST:

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.2



# INDUSTRY PUBLIC UTILITIES COMMISSION

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744  
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

Mark D. Radecki, President  
Abraham N. Cruz, Commissioner  
Roy M. Haber, III, Commissioner  
Cory C. Moss, Commissioner  
Newell W. Ruggles, Commissioner

Paul J. Philips, Public Utilities Director  
James M. Casso, General Counsel  
Cecelia Dunlap, Assistant Secretary

## MEMORANDUM

To: Honorable President and Members of the Industry Public Utilities Commission

From: Paul J. Philips, Public Utilities Director 

Staff: Alex Gonzalez, Director of Development Services and Administration   
Kristen Weger, Administrative Analyst

Date: July 11, 2016

**SUBJECT: Consider Recommendations Regarding the Request for Qualifications (“RFQ”) for Electric Utility Services Bench and Authorize Staff to Enter into Negotiations with Qualified Contractors**

---

On June 16, 2016, the Industry Public Utilities Commission (IPUC) directed staff to issue a Request for Qualifications (“RFQ”) for Electric Utility Services Bench. The RFQ was posted in the City’s PlanetBids vendor portal and an email notification was sent out to all registered vendors. The appropriate trade journals were notified and included Bid America, Southern California Builders Association, Construction Bidboard and Dodge Data & Analytics on June 16, 2016. The RFQ was advertised on Tuesday, June 21, 2016 and Tuesday, June 28, 2016 in the San Gabriel Valley Tribune.

Qualifications were received up until July 7, 2016 at 1:00 pm. Prior to the deadline, sixteen (16) prospective bidders viewed the RFQ. The City received eight (8) proposals from Applied Metering Technologies, Inc., Borrego Solar Systems, Inc., Butsko Utility Design, Inc., Cordoba Corporation, ENCO Utility Services, Intertie, Pacific Utility Installation, Inc., and Snowden Electric Company, Inc.

The selection panel evaluated the qualifications received by each contractor based on the following criteria:

- A. The Contractor is experienced in operating and managing an electric utility;
- B. The Contractor described how they can provide professional, first-class service; and
- C. The Account Manager and team members assigned to the project have prior experience in similar programs and activities.

An RFQ Bench allows for evaluators to determine if multiple contractors are qualified to perform work. Price is not a determining factor in a Request for Qualifications. Proposers submitted a separate electronic document in PlanetBids with labor rates, and these documents will not be opened until the IPUC board provides recommendations to staff. Proposers who are not chosen will not have their price proposals viewed by staff. Based on the Statement of Qualifications submitted, the selection panel determined the following categories were reasonable and appropriate for electric utility services.

The following tables summarize the statement of qualification rankings.

**Table 1 – Summary of Utility Administration Rankings**

<b>Firm</b>	<b>Rank</b>
Cordoba Corporation	1
ENCO Utility Services	2
Intertie	3

Based on the rankings, staff recommends that Cordoba Corporation be awarded a Professional Services Agreement to provide Utility Administration Services subject to IPUC approval.

**Table 2 – Summary of Operations & Maintenance (“O&M”) Rankings**

<b>Firm</b>	<b>Rank</b>
Pacific Utility Installation, Inc.	1
Applied Metering Technologies, Inc.	2
Snowden Electric Company, Inc.	3
Borrogo Solar Systems, Inc.	4

Based on the rankings, staff recommends that Pacific Utility Installation, Inc., and Applied Metering Technologies both be awarded Maintenance Service Agreements to provide Operations and Maintenance (“O&M”) services subject to IPUC approval.

**Table 3 – Summary of Utility Engineering Rankings**

<b>Firm</b>	<b>Rank</b>
Butsko Utility Design, Inc.	1

Based on the rankings, staff recommends that Butsko Utility Design, Inc. be awarded a Professional Services Agreement for Utility Engineering Services subject to IPUC approval.

**Table 4 – Summary of Utility Billing Rankings**

<b>Firm</b>	<b>Rank</b>
ENCO Utility Services	1

Based on the rankings, staff recommends that ENCO Utility Services be awarded a



Professional Services Agreement for Utility Billing Services subject to IPUC approval.

It is recommended that the IPUC direct staff to enter into negotiations with the contractors that have been determined to be best qualified, and request that the City Manager and City Attorney finalize contracts with firms selected by the IPUC, and further, that the IPUC be presented copies of the finalized contracts for their reference at the next regular IPUC meeting.

Exhibits

- A. Request for Qualifications (RFQ) for Electric Utility Services Bench and Addendum No. 1
  - B. Prospective Bidders List for the RFQ for Electric Utility Services Bench
  - C. Statement of Qualifications Received from Contractors in Response to Request for Qualifications (RFQ) for Electric Utility Services Bench (on file in the City of Industry City Clerk's Office)
- 

PJP:AG:KW:mk

**EXHIBIT A**

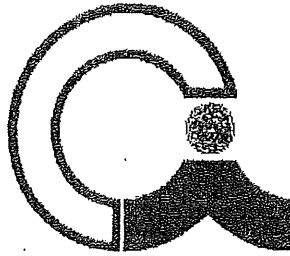
**Request for Qualifications (RFQ) for Electric Utility Services Bench and  
Addendum No. 1**

[Attached]

**CITY OF INDUSTRY**

**NOTICE INVITING REQUEST FOR QUALIFICATIONS**

**(RFQ) FOR ELECTRIC UTILITY SERVICES BENCH**



**SUBMIT PROPOSALS TO  
City of Industry via  
PlanetBids™ Vendor Portal:**

**<http://www.cityofindustry.org/?p=proposal-and-bid>**

**DEADLINE TO SUBMIT:**

**THURSDAY, JULY 7, 2016**

**BY 1:00 PM**

## Table of Contents

<u>Description</u>	<u>Page</u>
Section 1: Introduction and General Information	3
Section 2: Scope of Services	5
Section 3: Contractor Qualifications and Requirements	5
Section 4: Proposal Submittal Requirements	7
<u>Attachments</u>	
Attachment 1: Sample Professional Services Agreement	9
Attachment 2: Insurance Requirements	18

## SECTION 1 INTRODUCTION AND GENERAL INFORMATION

### Overview of the Request for Proposals

The City of Industry (City) is requesting Qualifications to procure qualified contractors to provide technical, professional, and staff support services to manage the City's electrical utility and to develop a bench of qualified consultant firms that may be used as necessary for the development and operations of the City's electrical utility.

### RFQ Guidelines

All contacts pertaining to this Request for Qualifications shall be directed via the City of Industry's PlanetBids™ vendor portal to:

**Kristen Weger, Administrative Analyst**  
**City of Industry**  
**P.O. Box 3366**  
**City of Industry, CA 91744-0366**  
**(626) 333-2211**

The City assumes no responsibility for any costs incurred by an individual/Contractor in the preparation and/or presentation of a proposal in response to this Request. To be considered, respondents must submit a complete response in accordance with the requirements contained in **Section 4** of this Request. Submittals must be signed by the individual or an officer of the Contractor authorized to bind the Contractor to its provisions.

All submittals and supporting materials become the property of the City of Industry upon its receipt by the City. The City reserves the right to reject any and all submittals received, or to request additional information from any or all of the respondents for the purpose of ascertaining the most qualified individual(s)/Contractor(s) for the services requested.

### Response Date

To be considered, a statement of qualifications must be received by the City of Industry no later than 1:00 p.m., on Thursday, July 7, 2016 via the City of Industry's PlanetBids™ vendor portal. Proposals are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Proposals cover page must clearly state: **ELECTRIC UTILITY BENCH**

Postmarks, mailed, emailed or hard copy proposals will not be accepted. Late proposals will not be accepted.

**Selection of Contractor**

The City shall select one or more Individual(s)/Contractor(s) based on a combination of factors, such as: responsiveness and comprehensiveness of the Proposer with respect to this Request for Qualifications (RFQ); technical background and experience of the firm; technical background and experience of the proposed team members; previous work performed for other public agencies; and information obtained from references. Cost will not be a deciding factor in selection, proposers will submit sealed price proposals that detail hourly rates for proposed staff. Markups for travel, subcontractor markups, or markups for other expenses that cannot be clearly documented and supported will not be accepted.

In addition, the following factors will be considered:

1. Completeness of the proposal and ability of the Proposer to comply with the mandatory requirements proposed under this RFQ;
2. Whether the Contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference;
3. Experience implementing similar programs;
4. Recommendations from prior clients and record of performance on previous contracts or services;
5. Ability to communicate effectively with diverse population, particularly English, Spanish, Korean and Cantonese/Mandarin language speakers; and
6. Ability to respond or operate 24 hours a day, seven days a week.

Some or all of the respondents may be requested to make an oral presentation of their qualifications.

## SECTION 2 SCOPE OF SERVICES

### General Description

The City of Industry is seeking qualified contractors to provide management and operations oversight of electric utility services within the City. Services to be provided under this Request for Qualifications include, but are not necessarily limited to, the following:

1. **Utility Operations Management and Staff Support.** Contractor shall furnish all labor necessary for the management and operations of the City's Electrical Utility, under supervision of the City's Utility Director and Utility Administrator.
2. **Utility Billing Management and Staff Support.** Contractor shall furnish all labor, equipment and material necessary for the management and operations of the City's Electrical Utility billing systems, under supervision of the City's Utility Director, Utility Administrator, and City Controller.
3. **Coordination of Maintenance and Capital Improvements for the Electric Utility.** Contractor shall coordinate with engineering and construction firms procured by the Electric Utility and by the City to maintain and upgrade the electrical system. Contractor will coordinate with assigned City staff to ensure that the City's Municipal Code, the California Public Contract Code, and all required State, local and Federal regulations are met.
4. **Conduct a cost of service utility rate study.**

## SECTION 3 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

### General Qualifications and Requirements

In order to be considered, Proposers must meet the requirements outline in this section. Proposers that do not meet the requirements will be considered non-responsive and their submittal will be rejected.

1. **Experience.** The selected individual(s)/Contractor(s) will have previous electric utility experience that shows the Contractor(s) can provide professional, first-class service.
2. **Principal.** The account manager, or contact person, assigned to the City will be a consideration in the selection. Qualifications and prior experience in similar programs and activities must be demonstrated in the proposal. Once selected, the account manager, or contact person, assigned to the project or contract shall not be changed without prior written consent of the City. An organizational chart, if applicable, shall be submitted with the proposal.
3. **Appropriate Licenses or certifications.** Contractor is required to have in full force and affect all licenses and permits required by all applicable laws.

4. **Insurance.** The following are the legal and insurance requirements of the City of Industry, for the selected Contractor, detailed insurance requirements are included in Exhibit A:
- a) **Time for Compliance.** Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.
  - b) **Minimum Requirements.** Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
    1. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
    2. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.



## SECTION 4 PROPOSAL SUBMITTAL REQUIREMENTS

### Submittal Format and Content

1. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
2. Only one proposal per Contractor will be considered.
3. The proposing Contractor shall submit the following information with the package, including the same information on subcontractors, in the following format:
  - a. **Cover Letter.** In no more than two (2) pages, the Contractor should provide the name, address and phone number of the Consultant, the primary contact name and phone number, any qualifying statements or comments regarding the proposal and identification of any sub-consultants and their responsibilities. The signed letter should also include a paragraph stating that the Contractor is unaware of any conflict of interest in performing the proposed work.
  - b. **Qualifications.** This portion should include a description of the qualifications of the assigned staff and sub-contractors, relevant technical experience, and the availability of the staff for the services provided. After selection of a Contractor(s) by the City, no substitution of key staff or subcontractors may occur without the written approval of the City. A list of related projects should be included with the name of the contract person and the telephone number for which the Contractor has recently or currently provides services as outlined under the Scope of Work.
  - c. **Scope of Work.** The Contractor shall describe the proposed work by task, including any tasks to be performed by sub-contractors.
  - d. **Project Fees.** Proposing Contractors must submit a sealed hourly fee proposal that includes a schedule of fees for all pertinent employees proposed for the project. Fee schedules for contractors that are not chosen will not be opened. Hourly rates are not a deciding factor in the award.
  - e. **Acceptance of Conditions.** This section will be a statement offering the Contractor's acceptance of all conditions listed in the Request for Qualifications document. Any exceptions or suggested changes to the RFQ or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the Contractor's behalf must be stated in the submittal. Unless specifically noted by the Contractor, the City will assume that the submittal is in compliance with all aspects of the RFQ.

### Evaluation and Selection Process

Selection will follow these steps:

1. **Submittal Review:** Each submittal will be reviewed to determine if it meets the RFQ requirements. Failure to meet the requirements of the RFQ will be cause for rejection. The City will consider the following in selecting a contractor(s).

Response to requested Scope of Services and this RFQ;  
Professional reputation;  
Experience of the Contractor;  
Qualifications;  
Number and experience of personnel;  
References provided.

2. **Interview.** Contractors may be interviewed by an oral board.
3. **Professional Services Agreement.** The Utility Administrator will request a professional services agreement subject to negotiation of precise work program, terms of payment and other City requirements from the Contractor(s) found most qualified. Nothing in this RFQ should imply a contractual obligation for employment.
4. **Contract Approval and Execution.** The agreement will be presented to the Industry Public Utilities Commission for approval and execution by the Utility Director.

Please submit the proposal **no later than 1:00 p.m., on Thursday, July 7, 2016** via City of Industry PlanetBids™ vendor portal <http://www.cityofindustry.org/?p=proposal-and-bid>.

Attachment 1

**City of Industry  
Professional Services Agreement**

## CITY OF INDUSTRY

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 28, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and INSERT NAME OF CONSULTANT AND TYPE OF LEGAL ENTITY [i.e. limited liability company, corporation, partnership, etc.] ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

## RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 30, 2019 unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing [REDACTED] services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby

warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### **3. MANAGEMENT**

City's Utility Director or his designee shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed INSERT WRITTEN DOLLAR AMOUNT dollars (\$) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

### **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a

portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

## 6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### (b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## 8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

## 9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**10. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

**11. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.



**14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744

Attention: City Manager

With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746  
Tel (626) 512-5470  
jcasso@cassosparks.com

To Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

**16. GOVERNING LAW/ATTORNEYS' FEES**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**19. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**20. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**21. WAIVER**

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

**22. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by

statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”

“CONSULTANT”

City of Industry

INSERT NAME OF COMPANY

By: \_\_\_\_\_ By: \_\_\_\_\_

Paul Philips, City Manager

Name Title

**Attest:**

By: \_\_\_\_\_

Cecelia Dunlap, Deputy City Clerk

**Approved as to form:**

By: \_\_\_\_\_

James M. Casso, City Attorney

Attachment 2

**City of Industry  
Insurance Requirements**

## EXHIBIT A

## INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

**Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a

provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured:

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim

June 22, 2016

City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

**RFQ Addendum No. 1**

CITY OF INDUSTRY  
JOB NO: MP 02-05  
REQUEST FOR QUALIFICATIONS (RFQ) FOR ELECTRIC UTILITY SERVICES  
BENCH

CONTRACT NO. 2016-1001

NOTE: The following attachments are hereby made a part of the project and supersede or amend the corresponding information included in the original "Request for Statement of Qualifications" (RFQ).

All other terms and conditions remain unchanged.

**REQUEST FOR QUALIFICATIONS**

1. **COVER PAGE, DEADLINE TO SUBMIT, PAGE 1**, the deadline to submit questions is **Thursday, June 30, 2016 at 1:00 p.m.** Please submit questions via the City of Industry's PlanetBids™ vendor portal under the Request for Qualifications (RFQ) for Electric Utility Services Bench, Question & Answer ("Q&A").

**END OF ADDENDUM**

**EXHIBIT B**

**Prospective Bidders List for the RFQ for Electric Utility Services Bench**

[Attached]



City of Industry

Request for Qualifications (RFQ) for Electric Utility Services Bench (2016-1001), bidding on July 7, 2016 1:00 PM

Printed 07/07/2016

**Prospective Bidders**

18 Prospective Bidders

Vendor	Contact	Vendor Type	Pre-Bid	Status
<b>TTG Engineers</b> 300 N. Lake Ave 14th Floor Pasadena, CA 91101 United States	<b>Contact:</b> Thanh Tran <b>Phone:</b> 626-463-2800ext. 2877 <b>Fax:</b> <b>Email:</b> ttran@ttgcorp.com			Bidder
<b>International Line Builders, Inc.</b> 2520 Rubidoux Blvd Riverside, CA 92509 United States	<b>Contact:</b> Steve Pascuzzi <b>Phone:</b> 951-682-2982 <b>Fax:</b> <b>Email:</b> Steve.Pascuzzi@ilbinc.com	CADIR		Bidder
<b>Pacific Utility Installation Inc.</b> 1585 N. Harmony Circle Anaheim, CA 92807 United States	<b>Contact:</b> Bill Pfelfer <b>Phone:</b> 714-970-6430 <b>Fax:</b> <b>Email:</b> bill@pacificutility.com			Bidder
<b>Borrego Solar Systems, Inc.</b> 55 Technology Drive Suite 102 Lowell, MA 01851 United States	<b>Contact:</b> Bryan Martin <b>Phone:</b> 978-221-3120 <b>Fax:</b> <b>Email:</b> bmartin@borregosolar.com			Bidder
<b>Cordoba Corporation</b> 1401 North Broadway Los Angeles, CA 90012 United States	<b>Contact:</b> Randall D. Martinez <b>Phone:</b> 213-895-0224 <b>Fax:</b> 213-895-6677 <b>Email:</b> rmartinez@cordobacorp.com	DBE,FSD,MBE		Bidder
<b>Applied Metering Technologies, Inc.</b> 9244 Bermudez St. Pico Rivera, CA 90660-4510 United States	<b>Contact:</b> Mario Natividad <b>Phone:</b> 562-801-5688 <b>Fax:</b> 562-801-5689 <b>Email:</b> Mario.Natividad@appliedmetering.com	MBE		Bidder
<b>Construction Bidboard, Inc.</b> 11622 El Camino Real, Suite 100 San Diego, CA 92130 United States	<b>Contact:</b> Planroom <b>Phone:</b> 800-479-5314 <b>Fax:</b> 619-688-0585 <b>Email:</b> planroom@ebidboard.com			Non-Bidder, receive communicati ons
<b>Intertie Corp</b> 950 Lincoln Blvd PO Box 29332 San Francisco, CA 94129 United States	<b>Contact:</b> Richard Mrlk <b>Phone:</b> 415-567-0446 <b>Fax:</b> <b>Email:</b> rmrllk@intertie.com			Bidder
<b>SERVITEK SOLUTIONS, INC.</b> 618 BREA CANYON ROAD Suite J CITY OF INDUSTRY, CA 91789 United States	<b>Contact:</b> GEOFF REYES <b>Phone:</b> 626-227-1650ext. 104 <b>Fax:</b> 626-478-1300 <b>Email:</b> geoff.reyes@servitek-solutions.com	DGS,DVBE,D BE,FSD,MBE, CADIR,Local		Bidder
<b>bid america</b> 41085 Elm Street Murrieta, CA 92562 United States	<b>Contact:</b> Tracy <b>Phone:</b> 775-461-1110 <b>Fax:</b> <b>Email:</b> abdul@bidamerica.com			Bidder
<b>Chaudhary &amp; Associates (DBE, SBE)</b> 2675 Junipero Ave Suite 600 Signal Hill, CA 90755 United States	<b>Contact:</b> Arvin Chaudhary <b>Phone:</b> 562-595-0444 <b>Fax:</b> 707-225-5021 <b>Email:</b> arvin@chaudhary.com	DGS,DBE,FS D,MICRO,MB E,CADIR,VSB E		Bidder
<b>Asplundh Construction</b> 6101 Gateway Dr Cypress, CA 90630 United States	<b>Contact:</b> Armando Portillo <b>Phone:</b> 562-202-2826 <b>Fax:</b> <b>Email:</b> aportillo1@asplundh.com			Bidder
<b>ENCO Utility Services</b> 8141 E Kaiser Blvd Ste 212 Anahelm, CA 92808 United States	<b>Contact:</b> Ruby M. Irigoyen <b>Phone:</b> 951-925-8092 <b>Fax:</b> 951-257-0316 <b>Email:</b> irigoyen@encous.com			Bidder
<b>IMS</b> 945 Hornblend San Diego, CA 92109 United States	<b>Contact:</b> IMS <b>Phone:</b> 858-490-8811 <b>Fax:</b> <b>Email:</b> cawr@msinfo.com			Bidder

**Prospective Bidders**

<b>STV Incorporated</b> 9130 Anaheim Place Suite 210 Rancho Cucamonga, CA 91730 United States	<b>Contact:</b> Donna Fernandes <b>Phone:</b> 909-484-0660 <b>Fax:</b> <b>Email:</b> donna.fernandes@stvinc.com		Bidder
<b>Snowden Electric Company, Inc.</b> 6820 Orangethorpe Avenue Suite A Buena Park, CA 90620 United States	<b>Contact:</b> Andy Woehrmann <b>Phone:</b> 714-522-1690 <b>Fax:</b> 714-523-9043 <b>Email:</b> a_woehrmann@snowdenelectric.com	DGS,CADIR	Bidder
<b>P2S Engineering</b> 5000 Springs street, 8th floor Long Beach, CA 90815 United States	<b>Contact:</b> jesse urquidi <b>Phone:</b> 562-497-2999 <b>Fax:</b> <b>Email:</b> jesse.urquidl@p2seng.com		Bidder
<b>Butsko Utility Design, Inc.</b> 26835 Jefferson Avenue Murrieta , CA 92562 United States	<b>Contact:</b> Dave Pettersen <b>Phone:</b> 951-834-9920ext. 101 <b>Fax:</b> <b>Email:</b> dpettersen@butskoutility.com		Bidder

**EXHIBIT C**

**Statement of Qualifications Received from Contractors in Response to Request  
for Qualifications (RFQ) for Electric Utility Services Bench  
(on file in the City of Industry City Clerk's Office)**