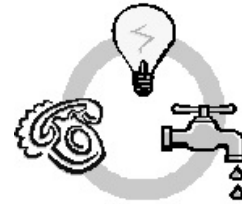


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

REGULAR MEETING AGENDA  
SEPTEMBER 10, 2015 8:30 A.M.



President Mark D. Radecki  
Commissioner Roy Haber, III  
Commissioner Cory C. Moss  
Commissioner Newell Ruggles  
Commissioner - Vacant



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

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## **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 (Non-Agenda Items):** Anyone wishing to address the Commission on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Commission from taking action on a specific item unless it appears on the posted 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 card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

## **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.

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

5. **BOARD MATTERS**

5.1 Consideration of Register of Demands.

*RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.*

5.2 Consideration of the minutes of the July 9, 2015 regular meeting.

*RECOMMENDED ACTION: Approve as submitted.*

5.3 Report from General Manager for the La Puente Valley County Water District.

5.4 Consideration of a Professional Services Agreement between the City of Industry and Butkso Utility Design, Inc., to provide substation operations and maintenance support and technical services for the 66KV Waddingham Substation, for a three year not to exceed budget amount of \$180,000.00.

*RECOMMENDED ACTION: Direct Staff to forward the Agreement to the City Council for consideration of approval.*

5.5 Consideration of a Service Request between the City of Industry and Industrial Electric Machinery, LLC, to provide substation operations and maintenance support and technical services for the 66KV Waddingham Substation, for a two year not to exceed budget amount of \$52,200.00.

*RECOMMENDED ACTION: Direct Staff to forward the Service Request to the City Council for consideration of approval.*

5.6 Consideration of a Service Request between the City of Industry and International Line Builders to provide overhead and underground high voltage maintenance, substructure installation and maintenance, commercial medium and low voltage maintenance for the 66KV Waddingham Substation, for a three year not to exceed budget amount of \$75,000.00.

*RECOMMENDED ACTION: Direct Staff to forward the Service Request to the City Council for consideration of approval.*

6. Adjournment. Next regular meeting: Thursday, October 8, 2015 at 8:30 a.m.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.1

**Industry Public Utilities Commission**  
Authorization For Payment of Bills  
Meeting of September 10, 2015

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
560	Industry Public Utilities	5,455.92
	TOTAL ALL FUNDS	5,455.92

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	Bank of America	5,455.92
	TOTAL ALL BANKS	5,455.92

**Industry Public Utilities Commission  
Board Meeting  
September 10, 2015**

Check	Date		Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>				
<b>40243</b>	09/10/2015		<b>BRYAN PRESS</b>	<b>\$201.11</b>
	Invoice	Date	Description	Amount
	0073291	08/13/2015	ENVELOPES - IPUC	\$201.11
<b>40244</b>	09/10/2015		<b>CNC ENGINEERING</b>	<b>\$723.45</b>
	Invoice	Date	Description	Amount
	43756	08/13/2015	ON-CALL WATER SYSTEM MAINT PROGRAM	\$645.01
	43811	08/27/2015	ON-CALL WATER SYSTEM MAINT PROGRAM	\$78.44
<b>40245</b>	09/10/2015		<b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$1,400.00</b>
	Invoice	Date	Description	Amount
	AUG-15	08/31/2015	REIMBURSE PAYROLL - AUGUST 2015	\$1,400.00
<b>40246</b>	09/10/2015		<b>ROWLAND WATER DISTRICT</b>	<b>\$3,131.36</b>
	Invoice	Date	Description	Amount
	I-07312015-A	08/06/2015	CONTRACT SVC - JULY 2015	\$1,758.88
	I-07312015-B	08/06/2015	CONTRACT SVC - JULY 2015	\$1,372.48

Checks	Status	Count	Transaction Amount
	Total	4	\$5,455.92

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.2

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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JULY 9, 2015  
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**CALL TO ORDER**

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:30 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by President Mark D. Radecki.

**ROLL CALL**

PRESENT: Mark D. Radecki, President  
Cory C. Moss, Commissioner  
Roy Haber, Commissioner  
Newell W. Ruggles, Commissioner

ABSENT: Jeff Parriott, Commissioner

MOTION BY COMMISSIONER HABER, AND SECOND BY COMMISSIONER RUGGLES TO GRANT COMMISSIONER PARRIOTT AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH COMMISSIONER PARRIOTT ABSENT.

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; John Ballas, Engineer; and Cecelia Dunlap, Assistant Secretary.

**PUBLIC COMMENTS**

There were no public comments.

**CONSIDERATION OF REGISTER OF DEMANDS**

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 4-0, WITH COMMISSIONER PARRIOTT ABSENT.

**CONSIDERATION OF THE MINUTES OF THE MAY 14, 2015 REGULAR MEETING**

MOTION BY COMMISSIONER HABER, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE MINUTES AS SUBMITTED. MOTION CARRIED 4-0, WITH

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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JULY 9, 2015  
PAGE 2

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COMMISSIONER PARRIOTT ABSENT.

**REPORT FROM GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY  
WATER DISTRICT**

General Manager Galindo presented a report and provided a handout to the Commission, a copy of which is on file with the Assistant Secretary.

**ADJOURNMENT**

There being no further business, the Industry Public Utilities Commission adjourned.

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MARK D. RADECKI  
PRESIDENT

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CECELIA DUNLAP  
ASSISTANT SECRETARY



*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.4



# 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  
Roy M. Haber, Commissioner  
Cory C. Moss, Commissioner  
Jeff L. Parriott, 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

**Staff:** Clement N. Calvillo, CNC Engineering  
Eduardo Pereira, CNC Engineering

**Date:** September 3, 2015

**SUBJECT:** Professional Services Agreement with Butsko Utility Design, Inc. for the 66KV Waddingham Substation (MP 02-05 #7)

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The City of Industry is completing the new Waddingham Substation and it will need to be monitored and have ongoing maintenance support. Butsko Utility Design, Inc. designed the City's electrical distribution system since its inception and provides ongoing support and engineering for the system. We have a remote monitoring system that dispatches outages to the ENCO call center who then notifies Butsko who in turn contacts International Line Builders as needed. Butsko does not require a retainer to perform the work. We considered having a lump sum maintenance contract but we find it more cost effective to hire a professional services firm to watch over the on-call contractor instead. Per the City's request, Butsko Utility Design, Inc. submitted a proposal that has been incorporated into the attached Professional Services Agreement. Butsko will provide emergency and planned outage support, substation maintenance program support, substation monitoring, preparation and maintenance of circuit operating maps, and project and field meetings, for the 66KV Waddingham Substation, for a three year budget amount of \$180,000.00. They will only invoice on a time and materials basis.

The Agreement is the City's standard Professional Services Agreement. It is therefore recommended that the Commission direct staff to forward the agreement to the City Council for consideration of approval.

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PJP/EP:cl



*City of Industry*

***PROFESSIONAL SERVICES AGREEMENT***

*With*

***Butsko Utility Design, Inc.***

**Effective Date: September 24, 2015**

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## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of September 24, 2015 ("Effective Date"), and is between the City of Industry, a California municipal corporation and charter city ("City") and Butsko Utility Design, Inc., a California corporation ("Consultant").

### **Section 1. Term of Agreement.**

Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

### **Section 2. Scope and Performance of Services.**

- 2.1** Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel & Compensation"), which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

- 2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

**Section 3. Additional Services and Changes in Services.**

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

**Section 4. Familiarity with Services and Site.**

- 4.1 By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
  - (b) has carefully considered how the services should be performed;
  - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2 If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

**Section 5. Compensation and Payment.**

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B ("Key Personnel & Compensation"). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.
- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

**Section 6. Required Documentation Prior to Performance.**

- 6.1** Consultant may not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance as required under Exhibit C;
  - (b) Consultant provides City with a Taxpayer Identification Number;
  - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and

(d) City gives Consultant a written notice to proceed.

- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

**Section 7. Time of Performance; Excusable Delays; Extensions.**

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

**Section 8. Cooperation by City.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

**Section 9. Project Documents.**

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.



**Section 10. Confidential Information; Release of Information.**

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused to the extent by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.
- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

**Section 11. Consultant's Books and Records.**

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

**Section 12. Status of Consultant.**

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.
- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 13. Compliance with Applicable Laws.**

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

**13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

**Section 14. Unauthorized Aliens.**

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

**Section 15. Conflicts of Interest.**

**15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*), and California Government Code section 1090.

**15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

**15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.

**15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

**Section 16. Indemnification.**

- 16.1** The parties agree that City should, to the fullest extent permitted by law, be defended, indemnified and held harmless from all Claims (defined below) related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and defend City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors.
- 16.3** Consultant agrees to defend and indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant committed in performing any services under this Agreement or the failure to comply with any of the obligations of this Agreement (collectively, "Claims") to the extent such Claims arise out of, are a consequence of, or are in any way attributable to, or caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant in the performance of any services under this Agreement. The Claims subject to Consultant's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 16.4** Consultant must notify City within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.5** Consultant's duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. Except for a Claim covered by Consultant's professional liability insurance, the defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated or agreed by City that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established or agreed upon comparative liability of the City indemnified party.
- 16.6** Consultant agrees that its defense and indemnity obligation under this section, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and

consult with Consultant regarding the defense of any Claim, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. This Section 16.6 does not apply to a Claim covered by Consultant's professional liability insurance.

- 16.7** Consultant agrees that settlement of any Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** Consultant's obligation to indemnify City applies unless it is finally adjudicated or agreed by City that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party or the City otherwise agrees to such a determination, then Consultant's indemnification obligation will be reduced in proportion to the established comparative liability.
- 16.9** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.10** Notwithstanding any provision of this Agreement to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code.
- 16.11** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.12** The provisions of this section will survive the expiration or earlier termination of this Agreement.
- 16.13** The provisions of this section will survive the expiration or earlier termination of this Agreement.

**Section 17. Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

**Section 18. Assignment.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

**Section 19. Default; Limitations on Liability.**

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

**Section 20. Termination of Agreement.**

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

**20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

**Section 21. Notices.**

**21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City: City of Industry  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744  
Attention: Paul J. Phillips, Acting City Manager

(Tel.) (626) 333-2211  
(Fax) (626) 961-6795  
(E-Mail) paul@cityofindustry.org

To Consultant: Butkso Utility Design, Inc.  
26835 Jefferson Avenue, Suite A  
Murrieta, CA 92562  
Attention: Dave Pettersen

(Tel.) (951) 834-9920  
(Fax) (951) 834-9930  
(E-mail) dpettersen@butskoutility.com

**21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

**21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

**Section 22. General Provisions.**

**22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.

**22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.

- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]



THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

**CITY OF INDUSTRY**

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

**ATTEST:**

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


**APPROVED AS TO FORM:**

\_\_\_\_\_  
James M. Casso, City Attorney

**CONSULTANT:**

**BUTSKO UTILITY DESIGN, INC.**, a California Corporation

By:   
Name: Dave Peterser  
Title: Sr. Vice President

By:   
Name: Carl Richards  
Title: Secretary

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**[Attached]**



EXHIBIT A

June 30, 2015

Mr. Paul Philips  
City Manager  
**CITY OF INDUSTRY**  
P.O. Box 3366  
15625 East Stafford Street  
City of Industry, CA 91744-0366

Dear Mr. Philips:

**RE: PROPOSAL TO PROVIDE SUBSTATION OPERATIONS & MAINTENANCE  
SUPPORT AND TECHNICAL SERVICES FOR THE INDUSTRY PUBLIC  
UTILITY COMMISSION.**

Butsko Utility Design, Inc. (BUDI) is pleased to have the opportunity to present this proposal for substation operations, substation maintenance program support, and on call technical services for Industry Public Utility Commission (IPUC).

The Industry Public Utility Commission operates a municipal electric utility which primarily serves the Grand Crossing Industrial Development and Market Place Commercial/Retail Center. IPUC is in the process of completing construction of the new 66KV/12KV Grand Crossings Substation. This proposal is based upon our understanding of IPUC's needs and requirements as determined through our experience in providing similar services to IPUC in past years.

BUDI is pleased to provide you with the following 3 year proposal for Grand Crossings Substation. This proposal includes: Emergency and Planned Outage Support, Substation Maintenance Program Support, Substation Monitoring, and Preparation and Maintenance of Circuit Operating Maps IPUC's Grand Crossings Substation.

As requested by IPUC and City of Industry staff our scope includes the following:

- Emergency and Planned Outage Support
- Substation Maintenance Program Support
- Substation Monitoring
- Preparation and Maintenance of Circuit Operating Maps
- Project and Field Meetings



Enclosed for your review and consideration is our: Exhibit A-1 Scope of Services; Exhibit A-2 ANSI Substation Maintenance Cycle Recommendations; Exhibit A-3 Standard Service Fees and Reimbursement Schedule; and Exhibit B - Letter of Understanding. We have enclosed two copies so that you may sign and return one after you have reviewed our proposal.

Should you have any questions, please do not hesitate to call me at 951.834.9920 x101. Thank you for providing Butsko Utility Design, Inc. with the opportunity to be of service.

Sincerely,  
**BUTSKO UTILITY DESIGN, INC.**



Dave Pettersen

Senior Vice President

Enclosures



**EXHIBIT A-1**  
**SCOPE OF SERVICES**

**SUBSTATION OPERATIONS & MAINTENANCE SUPPORT AND TECHNICAL SERVICES**  
**INDUSTRY PUBLIC UTILITY COMMISSION**

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Butsko Utility Design, Inc. (BUDI) will perform the following operations & maintenance support and technical services for the Industry Public Utility Commission.

**I. Emergency and Planned Outage Support**

(Annual Budget Estimate: \$12,000)

- Provide 24 hour emergency support to IPUC and its contractors
- Provide support to IPUC and its contractors for planned outages and maintenance of IPUC's distribution system
- Provide 24 hour emergency support and on call services for SCE Transmission Switching
- Interface with SCE Switching as IPUC's operations & emergency contact personnel

**II. Substation Maintenance Program Support**

(Annual Budget Estimate: \$22,000)

- BUDI to perform monthly visual inspection of Grand Crossings Substation
- BUDI will provide oversight and support to IPUC on substation maintenance contractor bid support and documentation preparation for Annual and Three Year maintenance cycles

**III. Substation Monitoring**

(Annual Budget Estimate: \$15,000)

- Remotely monitor Grand Crossings Substation using SEL computer, interface, and alert systems

**IV. Preparation & Maintenance of Circuit Operating Maps**

(Annual Budget Estimate: \$6,000)

- Prepare preliminary circuit operating maps
- Prepare final circuit operating maps
- Prepare as-built circuit operating maps

**V. Project and Field Meetings**

(Annual Budget Estimate: \$5,000)

- Participated in project team meetings, site meetings, and conference calls as required and requested by City staff





EXHIBIT A-2

**ANSI SUBSTATION MAINTENANCE CYCLE RECOMMENDATIONS  
INDUSTRY PUBLIC UTILITY COMMISSION**

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The recommended frequency of maintenance tests in this proposal are derived from Appendix B of the American National Standard (ANSI) for Maintenance Testing Specifications for Electrical Power Equipment and Systems (attached with this proposal as a reference). Based on this standard the following activities are proposed on a monthly, annual, and three year basis.

**Monthly Activity**

Monthly activity will consist primarily of a visual inspection of all critical equipment. Below is an apparatus based detail of what will be performed.

- Main Power Transformers – Perform Visual Inspection
- Check for abnormally high LTC operations
- Ensure nitrogen tanks and Nitrogen blanket are at an acceptable level.
- Check for Oil leaks
- Check operating temperature of main tank, LTC
- Battery Charger & Battery System:
  - Ensure Float voltage and current values are stable.
  - Measure each cell of battery system to ensure proper charge level
- Substation Lights
  - Ensure all DC emergency lights are operable.
  - Ensure all AC lights are properly lamped and functional
- Substation Protective Relays - Ensure all relays are in-service.
- Download records for any events that have occurred from previous visit.
- Substation CPT Transfer Scheme - Ensure normal and emergency source are available.
- Circuit Breakers - Perform Visual Inspection



## **Annual Activity**

Annual activity will consist of a physical inspection on all critical equipment. Below is an apparatus based detail of what will be performed by IPUC's substation testing & maintenance contractor in addition to the monthly activity performed by BUDI. BUDI will coordinate and schedule this work annually with IPUC's substation testing & maintenance contractor Industrial Electric Machinery, LLC (IEM) and also IPUC's high voltage line contractor International Line Builders (ILB).

- Main Power Transformers
- Sample Oil in main tank and tap changer compartments
- Perform Dissolved Gas Analysis, check for Inhibitor content, ASTM six part test
- Battery Charger & Battery System - Perform load discharge test
- Circuit Breakers:
  - Perform mechanical inspection
  - Rack out of cell
  - Open/Close breakers mechanically and electrically
- Substation CPT Transfer Scheme:
  - Initiate Manual transfer from Normal to Emergency
  - Initiate Manual transfer from Emergency to Normal

## **Three Year Activity**

On a rolling three year basis, we recommend the following activity by IPUC's substation testing & maintenance contractor in addition to the monthly and annual activity performed by BUDI. BUDI will coordinate and schedule this work every three years with IPUC's substation testing & maintenance contractor Industrial Electric Machinery, LLC (IEM) and IPUC's high voltage line contractor International Line Builders (ILB).

- Main Power Transformers:
  - Complete electrical testing including:
    - Winding Resistance, Turns-Ratio, Excitation Current, Bushing Power Factor Testing
    - Insulation Resistance
- Mechanical and operation check of Vacuum tap changer equipment:
  - Drain Oil from Load Tap Changer Compartments
  - Perform Mechanical and Electrical Inspection
  - Include vacuum integrity check for vacuum bottle assembly
- Battery Charger & Battery System:
  - De-energize main charger and perform complete cleaning of internal components
- Circuit Breakers:
  - Complete Mechanical & Electrical inspection
  - Insulation Resistance, Contact Resistance, Vacuum Integrity Check, Timing Test,
  - Lubrication and cleaning



- Switchgear:
  - Complete Mechanical & Electrical inspection
  - Test all Control Power and Potential Transformers
  - TTR, Winding Resistance, Insulation Resistance testing
  - Clean and Vacuum drawers and transformers
  - Inspect, Test, and Clean Buswork
  - Perform insulation resistance test on buswork
  - Perform contact resistance test on buswork
  
- Protective Relays:
  - Perform complete electrical testing to verify characteristics of the device are within acceptable limits.
  - Perform trip testing of all relay schemes through lockout relays and circuit breakers to ensure trip circuits are intact.





**EXHIBIT B**

**KEY PERSONNEL & COMPENSATION**

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are: Dave Pattersen.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$180,000.00 for a three year period.

**FEE SCHEDULE**

**See attached separate schedule**

EXHIBIT B

**EXHIBIT A-3**  
**SCOPE OF SERVICES**

**SUBSTATION OPERATIONS & MAINTENANCE SUPPORT AND TECHNICAL SERVICES**  
**INDUSTRY PUBLIC UTILITY COMMISSION**

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*As requested by IPUC this proposal is based upon a three year budget of \$180,000. The following fees and rates will be billed as work is completed.*

**Reimbursables:**

The following will be billed monthly:

- Commercial Delivery Services, including Federal Express, UPS, Express Mail, and Messenger Services – direct cost + 10%
- Blueprint Services and Printing. – direct cost + 10%
- AutoCAD produced plot (36"x 48") at \$27.00 per sheet (additional sizes will be billed accordingly)
- AutoCAD color produced plot (36"x 48") at \$55.00 per sheet (additional sizes will be billed accordingly)
- Automobile mileage reimbursement is calculated at current IRS standard mileage rate

**Hourly Rate Schedule:**

Principal in Charge	\$ 210.00 per hour
Engineer	\$ 200.00 per hour
Designer	\$ 170.00 per hour
Inspector	\$ 170.00 per hour
Associate Designer	\$ 115.00 per hour
Project Coordinator	\$ 110.00 per hour



**EXHIBIT C**

**INSURANCE**

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

- B. **Commercial General Liability Insurance.** Commercial general liability insurance must have coverage at least as broad as Insurance Services Office (ISO) CGL Form No. CG 00 01 . The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.
- C. **Business Automobile Insurance.** Automobile insurance must have coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles. If Consultant or Consultant's employees will use personal autos in connection with the provision of services under this Agreement, Consultant will provide evidence of personal auto liability coverage for each such person.
- D. **Professional Liability (Errors & Omissions) Insurance.** This coverage must be on a "claims made" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of Consultant's services. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Consultant must purchase extended period coverage for a minimum of three years after completion of services.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the Labor Code. Consultant certifies that it will comply with such provisions before commencing performance of services under this Agreement and thereafter maintain such coverage as required by the Labor Code.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the City, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- H. **Primary Insurance.** Each of the commercial general liability and business auto insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by City will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or current equivalent form acceptable to City.
- I. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City Attorney. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no termination or cancellation of the required coverage will be effective except upon 30 days' prior written notice to City. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to City.
- L. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Consultant, its subcontractors or others performing work to satisfy Consultant's obligations under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
- M. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against City, its officials, officers,

employees, agents and volunteers, and each insurer must issue a certificate to the City evidencing this waiver of subrogation rights.

- N. **Subcontractor Insurance.** Should the Consultant subcontract out any of the work or services required under this Agreement, it must include all subcontractors as insured's under its policies or maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both City and Consultant must be named as additional insured under the subcontractor's general liability policy. All coverages for subcontractors will be subject to all the requirements of this Exhibit C. The City reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.
- O. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- P. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- Q. **Higher Limits of Insurance.** If Consultant maintains higher limits of insurance than the minimums shown above, City will be entitled to coverage for the higher limits maintained by Consultant.
- R. **Evaluation and Revision of Coverage.** City retains the right to modify, delete, alter or change the insurance requirements set forth in this Exhibit C upon not less than 90 days prior written notice. If any such change results in a substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation under this Agreement.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.5



# INDUSTRY PUBLIC UTILITIES COMMISSION

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

Mark D. Radecki, President  
Roy M. Haber, Commissioner  
Cory C. Moss, Commissioner  
Jeff L. Parriott, 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

Staff: Clement N. Calvillo, CNC Engineering  
Eduardo Pereira, CNC Engineering

Date: September 3, 2015

**SUBJECT:** Service Request for Industrial Electric Machinery, LLC for the Waddingham Substation (MP 02-05 #7)

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Attached for your consideration is a Service Request for Industrial Electric Machinery, LLC (IEM) for maintenance of the Waddingham Substation in accordance with the American National Standards (ANSI) Maintenance Testing Specifications for Electrical Power Equipment and Systems. IEM has been successfully working with Butsko Utility Design, the City's electrical engineer consultant, for many years on maintenance of the 66KV substation for the City of Rancho Cucamonga. IEM will service the substation twice over the next two years performing the annual service recommended by ANSI. Their services will be billed at a flat rate of \$26,100.00 per year for a total contract amount of \$52,200.00. A more extensive service is recommended every 3 years but we will wait until that date approaches and make a recommendation at that time.

The Service Request has been reviewed and found to be in order. It is therefore recommended that the Commission direct staff to forward the Service Request to the City Council for consideration of approval.

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EP:cl





# CITY OF INDUSTRY

Incorporated June 18, 1957

## Service Request

City of Industry  
15625 East Stafford Street  
City of Industry, CA 91744  
(626) 333-2211  
Fax (626) 961-6795

<b>To:</b> Suhag Patel Industrial Electric Machinery, LLC 21818 S. Wilmington Ave Suite 409 Carso, CA 90810 (866) 397-4920	<b>Location of Work</b> Waddingham Substation 208 S. Waddingham Way City of Industry, CA 91789
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S.R. DATE	PLACED BY	DATE EXPECTED	JOB/CONTRACT NO.
9/24/2015	E. Pereira/cl	ASAP	MP 02-05 #7/5205

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	2 year maintenance for the Waddingham Substation in accordance with the American National Standards (ANSI) Maintenance Testing Specifications for Electrical Power Equipment and Systems	\$ 52,200.00	\$ 52,200.00
	* Not to exceed budget amount		
<b>TOTAL*</b>			<b>\$ 52,200.00</b>

.....  
Authorized Signature





Suhag Patel, PE  
21818 S Wilmington Ave., Ste. 409  
Carson, CA 90810  
Phone: 866-397-4920  
Email: suhagp@iemworldwide.com

Mr. Paul J. Phillips  
City Manager  
CITY OF INDUSTRY  
P.O. Box 3366  
15625 East Stafford Street  
City of Industry, CA 91744-0366

RE: PROPOSAL TO PROVIDE OPERATIONS & MAINTENANCE SUPPORT AND TECHNICAL SERVICES FOR THE WADDINGHAM SUBSTATION.

Dear Mr. Phillips,

IEM is pleased to provide you with the following 2 year maintenance proposal for the Waddingham Substation. The recommended frequency of maintenance tests in this proposal are derived from Appendix B of the American National Standard (ANSI) for Maintenance Testing Specifications for Electrical Power Equipment and Systems (attached with this proposal as a reference). Based on this standard the following activities are proposed on an annual basis:

On an annual basis we recommend the following activity:

- Main Power Transformers:
  - Sample Oil in main tank and tap changer compartments.
  - Perform Dissolved Gas Analysis, check for Inhibitor content, ASTM six part test.
- Battery Charger & Battery System:
  - Perform load discharge test.
- Circuit Breakers (switchgear):
  - Perform mechanical inspection:
    - Rack out of cell.
    - Open/Close breaker mechanically and electrically to ensure proper operation.
- Circuit Breakers (Outdoor SF6):
  - Perform mechanical inspection:
    - Open Line/Load Disconnects
    - Open/Close breaker mechanically and electrically to ensure proper operation.
- Substation CPT Transfer Scheme:
  - Initiate Manual transfer from Normal to Emergency.
  - Initiate Manual transfer from Emergency to Normal.

The cost to perform the recommended annual service (1 time) is:

**\$26,100.00**

The total cost for a 2 year service agreement is:

**\$52,200**



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Electronic (PDF format) test reports will be provided within 3 weeks of any service performed. Also, any deficiencies will be immediately flagged and brought to the attention of the designated liaison.

The annual service requires field switching which is not included in this proposal. Disconnect/Grounding of Transformers is provided by others.

If you need anything else, please let me know.

Sincerely,

Suhag Patel, P.E.  
Vice President, Sales & Engineering  
Industrial Electric Machinery



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21818 S Wilmington Ave., Ste. 409  
Carson, CA 90810  
Phone: 866-397-4920  
Email: suhagp@iemworldwide.com

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## Appendix I: Detailed Testing Scope

### Medium Voltage Vacuum Breakers

#### Visual and Mechanical Inspection

- Inspect physical and mechanical condition.
- Inspect anchorage and grounding.
- Verify that all maintenance devices are available for servicing and operating the breaker.
- Prior to cleaning the unit, perform as-found tests, if required.
- Clean the unit.
- Inspect vacuum bottle assemblies.
- Measure critical distances such as contact gap as recommended by the manufacturer.
- Perform all mechanical operation tests on the operating mechanism in accordance with manufacturer's published data.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Perform as-left tests.
- Record as-found and as-left operation counter readings.

#### Electrical Tests

- Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
- Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed and across each pole with the breaker open.
- Perform a contact/pole-resistance test.
- Trip and close breaker with the control switch.
- Trip breaker by operating each of its protective relays.
- Verify mechanism charge, trip-free, and antipump functions.
- Perform a vacuum bottle integrity (dielectric withstand voltage) test across each vacuum bottle with the breaker in the open position.
- Perform Timing Test.

### Oil Filled Transformers

#### Visual and Mechanical Inspection

- Inspect physical and mechanical condition.
- Inspect anchorage and grounding.
- Clean bushings and control cabinets.
- Verify that cooling fans and/or pumps operate correctly.
- Inspect bolted electrical connections for high resistance using one or more of the following methods:
  - Use of a low-resistance ohmmeter.
  - Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.
- Verify correct liquid level in tanks and bushings.
- Verify that positive pressure is maintained on gas-blanketed transformers.
- Test load tap-changer.
- Verify the presence of transformer surge arresters.
- Perform as-left tests.
- Verify de-energized tap-changer position is left as specified.

#### Electrical Tests

- Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
- Perform insulation-resistance tests, winding-to-winding and each winding-to-ground.
- Perform turns-ratio tests at the designated tap position.
- Perform insulation power-factor or dissipation-factor tests on all windings.
- Perform power-factor or dissipation-factor tests on each bushing.





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- Perform excitation-current tests.
  - Measure the resistance of each winding at the designated tap position.
  - Measure power factor.
  - Test the transformer neutral grounding impedance devices, if applicable.

## **Instrument Transformers**

### **Visual and Mechanical Inspection**

- Compare equipment nameplate data with drawings and specifications.
- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify that resilient mounts are free and that any shipping brackets have been removed.
- Verify the unit is clean.
- Inspect bolted electrical connections for high resistance using one or more of the following methods:
  - Use of a low-resistance ohmmeter.
  - Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data.
- Verify that all required grounding and shorting connections provide contact.
- Verify correct operation of transformer withdrawal mechanism and grounding operation.
- Verify correct primary and secondary fuse sizes for voltage transformers.
- Verify appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Verify that as-left tap connections are as specified.

### **Electrical Tests – Current Transformer**

- Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable.
- Perform insulation-resistance test of each current transformer and its secondary wiring with respect to ground at 1000 volts dc for one minute. For units with solid-state components that cannot tolerate the applied voltage, follow manufacturer's recommendations.
- Perform a polarity test of each current transformer in accordance with ANSI/IEEE C57.13.1.
- Perform a ratio-verification test using the voltage or current method in accordance with ANSI/IEEE C57.13.1.
- Perform an excitation test on transformers used for relaying applications in accordance with ANSI/IEEE C57.13.1.
- Measure current circuit burdens at transformer terminals in accordance with ANSI/IEEE C57.13.1.
- When applicable, perform insulation-resistance tests on the primary winding with the secondary grounded.
- When applicable, perform dielectric withstand tests on the primary winding with the secondary grounded.
- Verify that current transformer secondary circuits are grounded and have only one grounding point in accordance with ANSI/IEEE C57.13.3. That grounding point should be located as specified by the engineer in the project drawings.

### **Electrical Tests - Voltage Transformers**

- Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable.
- Perform insulation-resistance tests winding-to-winding and each winding-to-ground. Test voltages shall be applied for one minute in accordance with Table 100.5. For units with solid-state components that cannot tolerate the applied voltage, follow manufacturer's recommendations.
- Perform a polarity test on each transformer to verify the polarity marks or H1- X1 relationship as applicable.
- Perform a turns-ratio test on all tap positions.
- Measure voltage circuit burdens at transformer terminals.
- Verify that voltage transformer secondary circuits are grounded and have only one grounding point in accordance with ANSI/IEEE C57.13.3.



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## Switch Racks and Busway

### Visual and Mechanical Inspection

- Inspect physical, electrical, and mechanical condition including evidence of moisture or corona.
- Inspect anchorage, grounding, and required area clearances.
- Prior to cleaning the unit, perform as-found tests, if required.
- Clean the unit.
- Inspect bolted electrical connections for high resistance using one or more of the following methods:
  - Use of a low-resistance ohmmeter.
  - Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Verify correct barrier and shutter installation and operation.
- Exercise all active components.
- Inspect mechanical indicating devices for correct operation.
  
- Verify that filters are in place and/or vents are clear.
- Perform visual and mechanical inspection of instrument transformers.
  - Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
  - Verify correct functioning of drawout disconnecting and grounding contacts and interlocks.

### Electrical Tests

- Perform resistance measurements through bolted electrical connections with a low-resistance ohmmeter.
- Perform insulation-resistance tests for one minute on each bus section, phase-to-phase and phase-to-ground.
- Perform electrical tests on instrument transformers.
- Perform ground-resistance tests.
- Control Power Transformers
  - Perform insulation-resistance tests. Perform measurements from winding-to-winding and each winding-to-ground.
  - Verify correct function of control transfer relays located in switchgear with multiple power sources.
- Verify operation of switchgear/switchboard heaters and their controller, if applicable.
- Perform system function tests.

## Microprocessor Based Protective Relays

### Visual and Mechanical Inspection

- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Verify operation of light-emitting diodes, display, and targets.
- Record passwords for all access levels.
- Clean the front panel and remove foreign material from the case.
- Check tightness of connections.
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Set the relay in accordance with the coordination study.
- Download settings from the relay. Print a copy of the settings for the report and compare the settings to those specified in the coordination study.

### Electrical Tests

- Perform insulation-resistance tests from each circuit to the grounded frame in accordance with manufacturer's published data.
- Apply voltage or current to all analog inputs and verify correct registration of the relay meter functions.



- 
- Check functional operation of each element used in the protection scheme.
  - Control Verification
    1. Functional tests
      - Check operation of all active digital inputs.
      - Check all output contacts or SCRs, preferably by operating the controlled device such as circuit breaker, auxiliary relay, or alarm.
      - Check all internal logic functions used in the protection scheme.
      - For pilot schemes, perform a loop-back test to check the receive and transmit communication circuits.
      - For pilot schemes, perform satellite synchronized end-to-end tests.
      - For pilot schemes with direct transfer trip (DTT), perform transmit and received DTT at each terminal.
      - Upon completion of testing, reset all min/max recorders, communications statistics, fault counters, sequence of events recorder, and all event records.
    2. In-service monitoring
      - After the equipment is initially energized, measure magnitude and phase angle of all inputs and compare to expected values.

### Switches, Air, Medium- and High-Voltage, Open

#### Visual and Mechanical Inspection

- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, grounding, and required clearances.
- Clean the insulators.
- Verify correct blade alignment, blade penetration, travel stops, arc interrupter operation, and mechanical operation.
- Verify that fuse sizes and types are in accordance with drawings, short-circuit studies, and coordination study.
- Verify that each fuseholder has adequate mechanical support and contact integrity.
- Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.
- Verify operation and sequencing of interlocking systems.
- Perform mechanical operator tests in accordance with manufacturer's published data, if applicable.
- Verify correct operation and adjustment of motor operator limit switches and mechanical interlocks, if applicable.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Perform as-left tests.
- Record as-found and as-left operation counter readings.

#### Electrical Tests

- Perform a contact-resistance test across each switchblade and fuseholder.
- Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed and across each open pole. Apply voltage in accordance with manufacturer's published data.

### Circuit Breakers, SF6

#### Visual and Mechanical Inspection

- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify that all maintenance devices are available for servicing and operating the breaker.
- Clean the unit.



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- Inspect and service operating mechanism and/or hydraulic or pneumatic system and SF6 gas-insulated system in accordance with manufacturer's published data.
  - Test for SF6 gas leaks in accordance with manufacturer's published data.
  - Test alarms, pressure switches, and limit switches for pneumatic and/or hydraulic operators and
  - SF6 gas pressure in accordance with manufacturer's published data.
  - If recommended by manufacturer, slow close/open breaker and check for binding, friction, contact alignment, and penetration. Verify that contact sequence is in accordance with manufacturer's published data. In the absence of manufacturer's published data, refer to ANSI/IEEE C37.04.
  - Perform all mechanical operation tests on the operating mechanism in accordance with manufacturer's published data.
  - Inspect all bolted electrical connections for high resistance using a low-resistance ohmmeter.
  - Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
  - Perform time-travel analysis.
  - Perform as-left tests.
  - Record as-found and as-left operation counter readings.

#### **Electrical Tests**

- Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with breaker closed, and across each open pole. For single-tank breakers, perform insulation resistance tests from pole-to-pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1.
- Perform a contact/pole-resistance test.
- With breaker in a test position or isolated, perform the following tests:
  - Trip and close breaker with the control switch.
  - Trip breaker by operating each of its protective relays.
  - Perform power-factor or dissipation-factor tests on each pole with the breaker open and on each phase with breaker closed.
- Perform power-factor or dissipation-factor tests on each bushing equipped with a power-factor/ capacitance tap. In the absence of a power-factor/ capacitance tap, perform hot-collar tests. These tests shall be in accordance with the test equipment manufacturer's published data.



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21818 S Wilmington Ave., Ste. 409  
Carson, CA 90810  
Phone: 866-397-4920  
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## 2015 Engineering & Field Service Labor Rates For City of Industry

The following rates are applicable to all Field Service work and shall apply, along with IEM's Terms and Conditions, unless otherwise agreed upon.

<b>Classification</b>	<b>ST Rate</b>	<b>OT Rate</b>	<b>DT Rate</b>
Field Engineer	\$170	\$238	\$238
Test Technician	\$146	\$204	\$238
Truck	\$20	\$20	\$20
Test Equipment	Varies on Type between \$20/hr - \$400/hr		

ST = Straight Time, OT = Overtime, DT = Double Time

Straight Time rate is Monday thru Friday 7:00 AM 3:30 PM, portal to portal. Hours worked in excess of straight time will be categorized as overtime and double time per California Wage & Hour Regulations. All emergency call outs (less than two business days notice), will be billed at the OT rate, and if applicable, at the DT rate.

### **Truck, Tools & Test Equipment**

IEM supplies the truck(s), tools and test equipment. Test Equipment cost will be part of the quoted scope of work. Specialty Rented test equipment will be charged at cost plus 15% and any applicable delivery charges.

### **Per Diem - Work Requiring Overnight Stay**

Per diem for lodging and meals is \$150 per person per work day. Actual costs to travel to/from the job site will be billed to the client and may include such things as mileage, airfare, and/or vehicle rental. Mileage is charged at the IRS rate. IEM will estimate costs for more than one trip to/from the jobsite on out of town jobs whose duration is more than 15 consecutive days.



*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.6



# 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  
Roy M. Haber, Commissioner  
Cory C. Moss, Commissioner  
Jeff L. Parriott, 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

Staff: Clement N. Calvillo, CNC Engineering  
Eduardo Pereira, CNC Engineering

Date: September 3, 2015

**SUBJECT:** Service Request for International Line Builders, Inc. for the Waddingham Substation (MP 02-05 #7)

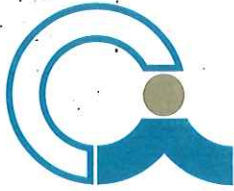
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Attached for your consideration is a Service Request for overhead and underground high voltage maintenance, substructure installation and maintenance, commercial medium and low voltage maintenance at the Waddingham Substation. International Line Builders has been performing on-call services for the City of Industry's system for the past thirteen (13) years, and do not charge a retainer and only invoice for any service repairs performed. We would recommend that they also provide similar services for the newly constructed substation. They will provide their services for a three year budget amount not to exceed \$75,000.00.

The Service Request has been reviewed and found to be in order. It is therefore recommended that the Commission direct staff to forward the Service Request to the City Council for consideration of approval.

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PJP/EP:cl



# CITY OF INDUSTRY

Incorporated June 18, 1957

## Service Request

City of Industry  
15625 East Stafford Street  
City of Industry, CA 91744  
(626) 333-2211  
Fax (626) 961-6795

<b>To:</b> Nicholas Lennert International Line Builders, Inc. P.O. Box 3039 Riverside, CA 92509 (951) 682-2982	<b>Location of Work</b> Waddingham Substation 208 S. Waddingham Way City of Industry, CA 91789
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S.R. DATE	PLACED BY	DATE EXPECTED	JOB/CONTRACT NO.
9/24/2015	E. Pereira/cl	ASAP	MP 02-05 #7/5205

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Overhead and underground high voltage maintenance, substructure installation and maintenance, commercial medium & low voltage maintenance on an as needed, on call-basis at the Waddingham Substation for a 3 year term.	\$ 75,000.00	\$ 75,000.00
	* Not to exceed budget amount		
<b>TOTAL*</b>			<b>\$ 75,000.00</b>

-----  
Authorized Signature



www.ilbinc.com

P.O. Box 3039  
Riverside, CA 92509  
(951) 682-2982  
(951) 788-0686 Fax

July 6, 2015

J.D. Ballas, City Engineer  
Industry Public Utilities Commission  
15561 E. Stafford St.  
City of Industry, CA 91744

Subject: Professional service agreement for on call electric services.

Ref: Overhead and underground high voltage maintenance, substructure installation and maintenance, commercial medium and low voltage maintenance.

International Line Builders, Inc. is requesting to perform complete maintenance of electrical system as per instructed, during normal working hours and on a on basis. Work to include but limited to the following, installation, removal, repair of cable and or apparatus, maintenance on entire electrical system as requested, testing, meter installation of removal, pole installation or removal, substation maintenance and repair including IPUC's Grand Crossing Substation 12KV distribution equipment and 66KV transmission equipment, meter panel installation removal and or repair, conduit, structures, trenching, asphalt, concrete replacement or repair.

All labor and equipment will be based on established rates, and any materials that will be needed will be furnished based on cost plus taxes with 15% mark up for overhead and profit. Work will be outlined on a daily work sheets showing numbers of men, classifications, equipment, and materials used each day.

If you have any questions regarding the information provided please contact me or my office. Thank you for the opportunity to provide this proposal.

Respectfully,  
Nicholas Lennert  
Division Manager  
International Line Builders

A handwritten signature in blue ink, appearing to read "Nicholas Lennert", is written over the typed name and title.



June 1, 2015 thru May 31, 2016

International Line Builders Labor & Equipment Rates

Labor Rates

Electrical Overhead and Underground

<u>Classification</u>	<u>Straight Time</u>	<u>Premium Time</u>	<u>Premium Portion</u>
General Foreman	146.23	235.43	89.20
Foreman	135.07	217.48	82.40
Jry. Lineman	124.03	199.69	75.66
Equip. Specialist	102.01	164.23	62.22
Groundman	85.68	137.95	52.27
Apprentice 1st. Step	84.36	135.83	51.47
Apprentice 2nd. Step	89.69	144.41	54.72
Apprentice 3rd. Step	95.00	152.96	57.96
Apprentice 4th. Step	99.62	160.41	60.78
Apprentice 5th. Step	103.54	166.71	63.17
Apprentice 6th. Step	108.40	174.53	66.13
Apprentice 7th. Step	113.21	182.27	69.06

Notes:

- \*Double time rates for premium time labor over eight (8) hours per day and/or time worked outside scheduled work hours.
- \*When Employees Work More Than Two and One Half (2.5) Hours Past Their Regular Quitting Time, Sundays or Holidays, The Employee Will Be Entitled To a Meal(s) at Intervals of Four and One Half (4.5) Hours at the Rate of One Half (1/2) Hour Pay at the Applicable Rate (Premiumum Time).

Plus \$15.00 Per Earned Meal, Not

\*Subsistence of \$50.00 Per Day is included in hourly Rate of Pay.

Civil Substructure

Labor Rates

<u>Classification</u>	<u>Straight Time</u>	<u>Overtime</u>
General Foreman	132.30	176.40
Foreman	115.50	161.70
Equipment Operator	113.40	158.55
Truck Driver	92.40	129.15
Labor	89.25	124.95
Markups		
Material	15%	
Rental Equipment	15%	
Subcontractor	5%	

Equipment Rates

<u>Electrical Equipment</u>		<u>Civil Equipment</u>	
<u>Description</u>	<u>Rate</u>	<u>Description</u>	<u>Rate</u>
Digger Derrick	46.19	Pickup Truck	17.76
Digger Derrick Heavy	50.93	1 Ton Gang Truck	18.95
Mantex Crane	58.08	2 Ton Gang Truck	30.79
80'-98' Bucket Truck	61.59	7 Yard Dump Truck	36.71
65'-75' Bucket Truck	46.19	10 Yard Dump Truck	46.35
Up to 60' Bucket Truck	40.27	2500 Gal. Water Truck	36.05
Material Truck 1 Ton	19.85	Crane Truck	58.04
Material Truck 2 Ton	30.79	420 or 430 Backhoe	46.35
Material Truck 5 Ton	36.71	446 Backhoe	51.50
Underground Splice Truck	30.79	Skip Loader	41.20
Underground Splice Trailer	18.95	Skipster (Bobcat)	36.05
2 Reel Cable Truck	22.50	928 Loader	61.80
Pickup Truck	17.76	Asphalt Zipper	66.95
Tractor & Lowboy	78.17	Wigen Grinder	82.40
3 Drum Pulver (Rope)	42.64	Air Compressor	25.75
1 Drum Pulver (Split Reel)	30.79	Arrow Board	15.45
UnderDawg Cable Pulver	36.71	A.C. Spray Rid	30.90
2 Reel Cable Trailer	30.79	Stomper	56.65
1 Reel Wire Trailer w/Brake	18.95	Equipment Trailer	8.24
3 Reel Wire Trailer w/Brake	30.79	Material Trailer	5.15
Pole & Wire Trailer	15.39	Tractor & Lowbed	51.50
Utility Trailer (Pole & Wire)	17.76	Saw With Truck	46.35
Air Compressor	25.75	20/22 Bore Rig,	257.50
Arrow Board	15.45	Missiles 4" & 6"	25.75
		Pumps & Blowers	10.30
		SM. Generator	10.30
		Paving Machine	236.90
		Sm. Compactor	15.45
		3 to 5 Ton Roller	25.75