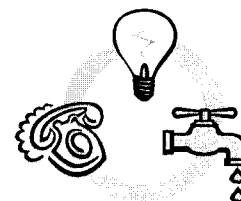


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

REGULAR MEETING AGENDA
OCTOBER 20, 2016 9:00 A.M.



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



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

Addressing the Commission:

- ▶ **Agenda Items:** Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.
- ▶ **Public Comments (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.
-

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

5. **BOARD MATTERS**

5.1 Consideration of the 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 Third Amendment to Professional Services Agreement between the City and Trimark Associates to provide Data Acquisition System, Met Station and revenue meter services for the Metrolink Solar and Electrical Vehicle Charging Facility for a three year renewal and budget of \$63,886.67.

RECOMMENDED ACTION: Recommend that the City Council consider and approve the Third Amendment.

5.3 Consideration of authorization to advertise for solicitation of public bids for Contract No. CITY-1430, 2016-2017 Industry Business Center East Side Street Light and Cabling Plan, for an estimated cost of \$1,090,000.00.

RECOMMENDED ACTION: Recommend that the City Council approve the plans and specifications, and for the City to advertise for receipt of sealed bids.

5.4 Consideration of authorization to advertise for solicitation of public bids for Contract No. CITY-1431, 2016-2017 Grand Crossing Substation – Phase 1, 2, 3 Substructure and Cabling, for an estimated cost of \$605,000.00.

RECOMMENDED ACTION: Recommend that the City Council approve the plans and specifications, and for the City to advertise for receipt of sealed bids.

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

RECOMMENDED ACTION: Receive and file the report.

6. Adjournment. Next regular meeting: Thursday, November 17, 2016 at 9:00 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1

Industry Public Utilities Commission
Authorization For Payment of Bills
Meeting of October 20, 2016

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
560	Industry Public Utilities	53,206.16
	TOTAL ALL FUNDS	53,206.16

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	Bank of America	53,206.16
	TOTAL ALL BANKS	53,206.16

APPROVED PER CITY MANAGER

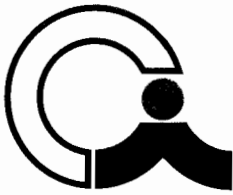
**Industry Public Utilities Commission
Board Meeting
October 20, 2016**

Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40302	09/13/2016		SO CALIFORNIA EDISON COMPANY	\$25,646.93
	Invoice	Date	Description	Amount
	2017-00000236	08/31/2016	08/01-08/30/16 SVC - 1991 WORKMAN MILL U	\$25,646.93
40303	10/20/2016		INDUSTRY PUBLIC UTILITIES	\$1,300.00
	Invoice	Date	Description	Amount
	SEP-16	09/28/2016	REIMBURSE PAYROLL - SEPTEMBER 2016	\$1,300.00
40304	10/20/2016		ROWLAND WATER DISTRICT	\$3,703.70
	Invoice	Date	Description	Amount
	I-08312016-A	09/07/2016	CONTRACT SVC - AUGUST 2016	\$1,945.43
	I-08312016-B	09/07/2016	CONTRACT SVC - AUGUST 2016	\$1,758.27
40305	10/20/2016		SO CALIFORNIA EDISON COMPANY	\$22,555.53
	Invoice	Date	Description	Amount
	2017-00000382	10/04/2016	08/30-09/29/16 SVC - 1991 WORKMAN MILL U	\$22,555.53

Checks	Status	Count	Transaction Amount
	Total	4	\$53,206.16

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2



INDUSTRY PUBLIC UTILITIES COMMISSION

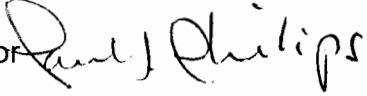
P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

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

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

MEMORANDUM

To: Honorable President and Commission Board Members

From: Paul J. Philips, Public Utilities Director 

Staff: Tim Kolset, Project Manager, Cordoba Corporation TK

Date: October 20, 2016

SUBJECT: Consideration of Third Amendment to Professional Services Agreement with Trimark Associates, Inc., for Data Acquisition System, Met Station, Remote Intelligent Gateway and Revenue Meter Services Agreement Services in an amount not to exceed \$126,050.00 from October 27, 2016 – October 27, 2019

On August 22, 2013, the City Council approved a Professional Services Agreement with Trimark Associates, Inc., ("Trimark") for Data Acquisition System, Met Station, Remote Intelligent Gateway and Revenue Meter Services Agreement Services. On September 25, 2014, City Council approved the First Amendment to the Professional Services Agreement. On August 13, 2015, City Council approved the Second Amendment to the Professional Services Agreement.

Trimark has provided their services at the Metrolink Solar Facility for the last four years, and remain necessary for the continued operation of facility equipment. Trimark's contract has previously been approved and was renewed twice, giving a total of \$82,880 spent to date. Staff reviewed and determined that the term of the contract needed to be extended for three (3) years and the compensation of the Agreement increased to cover the term of service. The agreement was reviewed considering Section 3.04.055 of the City of Industry Municipal Code.

Fiscal Impact

Annual cost of the agreement will be unchanged from the original agreement. The fiscal year 2016-2017 adopted budget requires an appropriation of \$22,446.67 from Electric Utility Reserves to the Electric Utility Fund Budget – Repair and Maintenance Equipment (account no. 161-300-5550) for Third Amendment to Professional Services Agreement with Trimark Associates, Inc. The annual cost shall not exceed the approved budget without City Council authorization. Total cost for the next three years will be a total of \$63,886.67.

Recommendation

Staff recommends that the Commission approve and direct staff to present Third Amendment to Professional Services Agreement for Consulting Services with Trimark Associates, Inc., in an amount not to exceed \$126,050.00 from October 27, 2016 – October 27, 2019 to City Council for approval and execution.

Exhibits

- A. Professional Services Agreement with Trimark Associates, Inc., dated August 22, 2013
 - B. First Amendment to Professional Services Agreement with Trimark Associates, Inc., dated September 1, 2014
 - C. Second Amendment to Professional Services Agreement with Trimark Associates, Inc., dated September 1, 2015
 - D. Third Amendment to Professional Services Agreement with Trimark Associates, Inc., dated October 27, 2016
-

PJP:TK

EXHIBIT A

**Professional Services Agreement with Trimark Associates, Inc.,
dated August 22, 2013**

[Attached]



City of Industry

PROFESSIONAL SERVICES AGREEMENT

With

Trimark Associates, Inc.

Effective Date: August 22, 2013

TABLE OF CONTENTS

	<u>Page No.</u>
Section 1. Term of Agreement	1
Section 2. Scope and Performance of Services	1
Section 3. Additional Services and Changes in Services	2
Section 4. Familiarity with Services and Site	2
Section 5. Compensation and Payment	3
Section 6. Required Documentation Prior to Performance	3
Section 7. Time of Performance; Excusable Delays; Extensions	4
Section 8. Cooperation by City	4
Section 9. Project Documents	4
Section 10. Confidential Information; Release of Information	5
Section 11. Consultant’s Books and Records	5
Section 12. Status of Consultant	6
Section 13. Compliance with Applicable Laws	6
Section 14. Unauthorized Aliens	7
Section 15. Conflicts of Interest	7
Section 16. Indemnification	8
Section 17. Insurance	9
Section 18. Assignment	10
Section 19. Default; Limitations on Liability	10
Section 20. Termination of Agreement	10
Section 21. Notices	11
Section 22. General Provisions	11
EXHIBIT A - SCOPE OF SERVICES	A-1
EXHIBIT B – KEY PERSONNEL & COMPENSATION	B-1
EXHIBIT C - INSURANCE	C-1

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of August 22, 2013 ("Effective Date"), and is between the City of Industry, a California municipal corporation and charter city ("City") and Trimark Associates, 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 and warrants 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 warrants 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 warrants that 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 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 warrants 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 represents and warrants that it will, at its sole cost and expense, keep in effect or obtain 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 warrants that it will 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 warrants 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 protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way 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 (1) immediately defend and (2) 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"). 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. 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.

- 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** In the event of any Claim made against City, City may, in its sole discretion, reserve, retain or apply any funds due to Consultant under this Agreement for the purpose of resolving such Claim.
- 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: Kevin Radecki

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

To Consultant: Trimark Associates, Inc.
 193 Blue Ravine Road
 Folsom, CA 95630
 Attention: Mark Morosky

 (Tel.) (916) 357-5970
 (Fax) (916) 357-5971
 (E-mail) mmoroski@trimarkassoc.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.

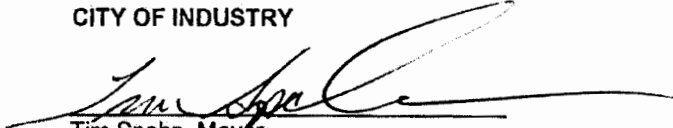
- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, 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



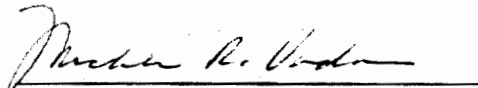
Tim Spohn, Mayor

ATTEST:



Jodi Schivens, City Clerk


APPROVED AS TO FORM:



Michele Vadon, City Attorney

CONSULTANT:

Trimark Associates, Inc., a California Corporation


By: _____
Name: Dean F. Schoedon
Title: Chief Operating Officer



By: _____
Name: Robert H. Hinkley
Title: Regional Director

EXHIBIT A
SCOPE OF SERVICES
[Attached]

EXHIBIT A

TRIMARK ASSOCIATES, INC.

DATA ACQUISITION SYSTEM (DAS), MET STATION, STANDARD RIG, AND REVENUE METER SERVICE AGREEMENT

This Service Agreement is for a Data Acquisition System (DAS), MET Station, Remote Intelligence Gateway (RIG), electric power Revenue Meters, and all related equipment between (CITY), with general offices located at 15625 Stafford St. City of Industry, CA 91744 and, Trimark Associates, Inc. whose principal offices are located at 193 Blue Ravine Road, Suite #120, Folsom, CA. 95630.

Scope of Work

For purposes of repairing failures and maintaining DAS, MET, RIG, and Revenue Meter Equipment including the TI-S, Historian, and PowerViewer application and any TRIMARK provided communications or interface devices (EQUIPMENT) on the premises of the CITY location identified in Appendix C, TRIMARK agrees to perform the following services (collectively, the "Services") in exchange for the consideration to be paid by CITY pursuant to Section 3 below as described in APPENDIX A.

a. Support for Failures (RIG):

- (CITY) representatives can request service and report problems during normal business hours by calling TRIMARK's help desk at 866-995-5970. Upon receipt of the request, TRIMARK will respond as noted below depending on the nature of the request. After normal business hours, (CITY) representatives should call one of the following TRIMARK team members to report the service request:
 1. Dean Schroeder (312) 576-2160
 2. Jae Kim (818) 825-0205
 3. Tom Finch (916) 337-5396

These individuals will select an appropriate TRIMARK technical staff member to follow up on the service request with (CITY) staff members.

- Provide remote network or dial-in support service to troubleshoot and make repairs of the RIG for any reported failures related to the RIG within four business hours
- Provide support service at the premises (if necessary) where the RIG resides within one business day following a reported failure related to the RIG - travel & "out of pocket" expenses may be charged as described in APPENDIX A,
- Maintain current configuration and documentation on the RIG including RIG database, configuration details and other RIG related software and/or application drivers,
- Provide one (1) Annual Emergency Site Visit (if required) without charge to repair or replace the failed RIG, including travel and expenses for TRIMARK staff to travel to and work at the effected site.

b. EQUIPMENT Maintenance and Monitoring

- Conduct a routine maintenance inspection and assessment of the installed EQUIPMENT
- Provide one (1) Annual Maintenance visit without charge, to clean the computer equipment perform backups and updates, and renew the RIG security certificate.
- Provide one (1) Annual Maintenance visit without charge to replace the meter battery (on two year cycle) and to conduct a meter registration test (yearly).
- Inspect for any corrosion, deterioration, or other pending circumstances that may lead to or make failure eminent.

EXHIBIT A

TRIMARK ASSOCIATES, INC.

- 24/hour 7day system status monitoring via TRIMARK's Spiceworks monitor.

c. Software Provision

- Provide and install remote access software for managing Equipment
- Provide annual upgrade of the TI-S, Historian, and Power Viewer software.
- Provide Operating System Security patches as they are available and tested.
- Maintain current configuration and documentation on EQUIPMENT including DAS, RIG and MET databases, configuration details for DAS, RIG , MET and Revenue Meters and other related software and / or application drivers
- Coordinate any RIG diagnostics or program changes with the RIG software provider and
- Manage access for authorized users and restrict access for unauthorized users.

COVERED SERVICE AGREEMENT SITES

SITE NAME	# of DAS or RIG's	# of MET stations/Sensor	# Primary Meters	# of Back Up Meters	# of Aux Meters	Effective Date
City of Industry Metrolink PV DAS(DAS includes TI-S, Historian, and PowerViewer Software)	1	1/5	0	0	0	August 22, 2013
City of Industry Metrolink PV RIG	1	0	1	0	1	August 22, 2013

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: Dean Schoeder.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$20,720.00.

FEE SCHEDULE

(See attached schedule)

KEY PERSONNEL:

Name	Title/Position	Rate (Per Hour)

SUBCONSULTANTS:

Name	Title/Position	Rate (Per Hour)

EXHIBIT B
TRIMARK ASSOCIATES, INC.

RIG SERVICE AGREEMENT/TIME AND MATERIALS COSTS

RIG SERVICE AGREEMENT / TIME AND MATERIALS COSTS Service	Rate
SERVICE AGREEMENT for DAS and MET Station (See Appendix C below)	\$12,000/Year (Billed Monthly)
SERVICE AGREEMENT for RIG and Meters (See Appendix C below)	\$8,720/ Year (Billed Monthly)
Total	\$20,720 (Billed Monthly)
Travel Costs for additional services	Billed at actual cost
System Integration Engineer for additional services	\$185 / Hour



Trimark Labor Rates June 2013 – May 2014

Area	Classification	Hourly Rate
Management and Consulting	Program Manager / Executive QA	\$240
	Senior Management Consultant	\$225
	Director of Engineering	\$220
	Senior Project Manager	\$195
	Associate Project Manager	\$185
	System Integration Manager	\$195
	Project Coordinator	\$160
Engineering / Systems Integration	Senior Engineer	\$195
	Electrical Engineer	\$190
	Systems Integration Engineer	\$185
	Communications Engineer	\$170
	Communications Technician	\$150
	Field Systems Specialist	\$155
	CAD Manager	\$140
CAD Technician	\$125	
Electric Metering	Meter Engineer	\$185
	Metering Supervisor / Superintendent	\$175
	Certified CAISO Metering Inspector	\$155
	Journey Meterman	\$145
	Apprentice Meterman	\$125
Meter Data Management	MDMA Manager	\$185
	Senior Data Analyst	\$175
	Data Acquisition Systems Specialist	\$165
	Database Manager	\$155
	Associate Data Analyst	\$140
Electrical Contracting / Construction	Journey Electronics Technician	\$185
	Electronics Technician	\$155
	Journey Electrician	\$135
	Apprentice Electrician	\$115
	Administrative	\$75
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket Expenses	Cost +12%
	Travel (Mileage)	\$0.565 / Mile
	Travel labor Time (75% of Billing Rate)	
Overtime rates of (1.5 * normal rate) apply to work conducted outside core business hours of 8AM to 5PM. Sunday's and holiday's are double time		

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 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.

EXHIBIT B

**First Amendment to Professional Services Agreement with Trimark Associates,
Inc., dated September 1, 2014**

[Attached]

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is between the CITY OF INDUSTRY, a California municipal corporation and charter city ("City") and TRIMARK ASSOCIATES, INC., a California corporation ("Consultant"), and is effective as of September 1, 2014.

Recitals

- A. The parties have entered into that certain "Professional Services Agreement" effective as of August 22, 2013 ("Agreement").
- B. Except as expressly modified in this First Amendment, the terms referenced in this First Amendment will have the same meanings as the terms defined in the Agreement.
- C. The City and Consultant desire to update the scope of services and related compensation under the Agreement.

Agreement

1. Amendment to Exhibit A (Scope of Services). The Scope of Services exhibit attached to the Agreement as Exhibit A is hereby amended and replaced with the Scope of Services attached to this First Amendment as Exhibit A.

2. Amendment to Exhibit B (Key Personnel & Compensation). The Key Personnel & Compensation exhibit attached to the Agreement as Exhibit B is hereby amended and replaced with the Key Personnel & Compensation exhibit attached to this First Amendment as Exhibit B.

3. Ratification of Agreement. Except as expressly modified by this First Amendment, City and Consultant hereby ratify that all terms and provisions of the Agreement remain in full force and effect.

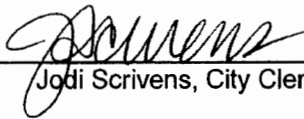
///

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES
have executed this First Amendment effective as of the date written above.


CITY OF INDUSTRY

By: 
Kevin Radecki, City Manager

Attest:

By: 
Jodi Scrivens, City Clerk

TRIMARK ASSOCIATES, INC.

By:  - COO
Name & Title

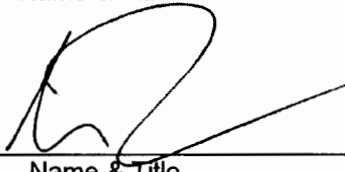
By: 
Name & Title
Harry Dhiller, VP Finance .

EXHIBIT A
SCOPE OF SERVICES
[Attached]



EXHIBIT A

TRIMARK ASSOCIATES, INC.

- 24/hour 7Day system status monitoring via TRIMARK's Spiceworks monitor

c. Software Provision

- Provide and install remote access software for managing Equipment
- Provide annual upgrade of the T1-S, Historian, and Power Viewer software
- Provide Operating System Security patches as they are available and tested
- Maintain current configuration and documentation on EQUIPMENT including DAS, RIG and MET databases, configuration details for DAS, RIG, MET and Revenue Meters and other related software and/or application drivers
- Coordinate and RIG diagnostics or program changes with the RIG software provider
- Manage access for authorized users and restrict access for unauthorized users

COVERED SERVICE AGREEMENT SITES

SITE NAME	# of DAS or RIG's	# of MET stations / Sensor	# Primary Meters	# of Back Up Meters	# of Aux Meters	Effective Date
City of Industry Metrolink PV DAS(DAS includes TI-S, Historian, and PowerViewer Software)	1	1/5	0	0	0	September 1, 2014
City of Industry Metrolink PV RIG	1	0	1	0	1	September 1, 2014

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: Dean Schroeder.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed \$20,720 for any one year period beginning on September 1 and ending the following August 31 of such year.

FEE SCHEDULE

(See attached Schedule)



EXHIBIT B

RIG SERVICE AGREEMENT / TIME AND MATERIALS COSTS

Service	Rate
SERVICE AGREEMENT for DAS and MET Station (See Appendix C below)	\$12,000/Year (Billed Monthly)
SERVICE AGREEMENT for RIG and Meters (See Appendix C below)	\$8,720/ Year (Billed Monthly)
Total	\$20,720 (Billed Monthly)
Travel Costs for additional services	Billed at actual cost
System Integration Engineer for additional services	\$195 / Hour



Trimark Labor Rates 2014 – 2015

Area	Classification	Hourly Rate
Management and Consulting	Program Manager / Executive QA	\$240
	Senior Management Consultant	\$225
	Director of Engineering	\$220
	Senior Project Manager	\$195
	Associate Project Manager	\$185
	System Integration Manager	\$195
	Project Coordinator	\$160
Engineering / Systems Integration	Senior Engineer	\$195
	Electrical Engineer	\$185
	Systems Integration Engineer	\$175
	Communications Engineer	\$170
	Communications Technician	\$150
	Field Systems Specialist	\$155
	CAD Manager	\$140
	CAD Technician	\$125
Electric Metering	Meter Engineer	\$185
	Metering Supervisor / Superintendent	\$175
	Certified CAISO Metering Inspector	\$155
	Journey Meterman	\$145
	Apprentice Meterman	\$125
Meter Data Management	MDMA Manager	\$185
	Senior Data Analyst	\$175
	Data Acquisition Systems Specialist	\$165
	Database Manager	\$155
	Associate Data Analyst	\$140
Electrical Contracting / Construction	Journey Electronics Technician	\$185
	Electronics Technician	\$155
	Journey Electrician	\$135
	Apprentice Electrician	\$115
	Administrative	\$75
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket Expenses	Cost +12%
	Travel (Mileage)	\$0.565 / Mile
	Travel labor Time (75% of Billing Rate)	
Overtime rates of (1.5 * normal rate) apply to work conducted outside core business hours of 8AM to 5PM. Sunday's and holiday's are double time		

EXHIBIT C

**Second Amendment to Professional Services Agreement with Trimark
Associates, Inc., dated September 1, 2015**

[Attached]

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is between the CITY OF INDUSTRY, a California municipal corporation and charter city ("City") and TRIMARK ASSOCIATES, INC., a California corporation ("Consultant"), and is effective as of September 1, 2015.

Recitals

- A. The parties have entered into that certain "Professional Services Agreement" effective as of August 22, 2013 ("Agreement").
- B. The parties have entered into that certain "First Amendment to the Professional Services Agreement" effective September 25, 2014.
- C. Except as expressly modified in this Second Amendment, the terms referenced in this Second Amendment will have the same meanings as the terms defined in the Agreement.
- D. The City and Consultant desire to update the scope of services and related compensation under the Agreement.

Agreement

1. Amendment to Exhibit A (Scope of Services). The Scope of Services exhibit attached to the Agreement as Exhibit A is hereby amended and replaced with the Scope of Services attached to this Second Amendment as Exhibit A.

2. Amendment to Exhibit B (Key Personnel & Compensation). The Key Personnel & Compensation exhibit attached to the Agreement as Exhibit B is hereby amended and replaced with the Key Personnel & Compensation exhibit attached to this Second Amendment as Exhibit B.

3. Ratification of Agreement. Except as expressly modified by this Second Amendment, City and Consultant hereby ratify that all terms and provisions of the Agreement remain in full force and effect.

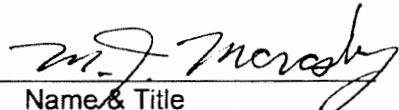
///

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES
have executed this Second Amendment effective as of the date written above.

CITY OF INDUSTRY

TRIMARK ASSOCIATES, INC.

By: 
Mark D. Radecki, Mayor

By: 
Name & Title
Mark Morosky, President

Attest:
By: 
Cecelia Dunlap, Deputy City Clerk

By: _____
Name & Title

EXHIBIT A

SCOPE OF SERVICES

[Attached]



DATA ACQUISITION SYSTEM (DAS), MET STATION, STANDARD RIG, AND REVENUE METER SERVICE AGREEMENT

This Service Agreement is for a Data Acquisition System (DAS), MET Station, Remote Intelligence Gateway (RIG), electric power Revenue Meters, and all related equipment between (CITY), with general offices located at 15625 Stafford St. City of Industry, CA 91744 and, Trimark Associates, Inc. whose principal offices are located at 2365 Iron Point Rd. Suite 100 Folsom, CA 95630

1. Effective Date, Term and Termination

This Agreement is effective upon the execution of this Agreement by both parties as signed. TRIMARK will provide the Services for an initial one (1) year term and this Agreement shall automatically renew for one (1) year terms unless, prior to an extension, either party provides the other with no less than sixty (60) days' prior written notice of its intention to terminate this Agreement.

Notwithstanding the above, (CITY,) shall have the right to terminate all or part of this Agreement, with Sixty (60) days written notice to TRIMARK, if TRIMARK breaches any material term or condition of this Agreement.

If TRIMARK determines that it will not continue to provide Services in any Area of Service under this Agreement, it shall notify(CITY), in writing at least Sixty (60) days in advance of termination of the Agreement. (CITY),, at its discretion, shall have the right to terminate all or part of this Agreement at that time and shall notify TRIMARK of its election.

2. Scope of Work

For purposes of repairing failures and maintaining DAS, MET, RIG, and Revenue Meter Equipment including the TI-S, Historian, and PowerViewer application and any TRIMARK provided communications or interface devices (EQUIPMENT) on the premises of the CITY location identified in Appendix C, TRIMARK agrees to perform the following services (collectively, the "Services") in exchange for the consideration to be paid by CITY pursuant to Section 3 below as described in APPENDIX A.

a. Support for Failures (RIG):

- (CITY) representatives can request service and report problems during normal business hours by calling TRIMARK's help desk at 866-995-5970. Upon receipt of the request, TRIMARK will respond as noted below depending on the nature of the request. After normal business hours, (CITY) representatives should call one of the following TRIMARK team members to report the service request:
 1. Dean Schroeder (312) 576-2160
 2. Jae Kim (818) 825-0205
 3. Tom Finch (916) 337-5396

These individuals will select an appropriate TRIMARK technical staff member to follow up on the service request with (CITY) staff members.



- Provide remote network or dial-in support service to troubleshoot and make repairs of the RIG for any reported failures related to the RIG within four business hours
 - Provide support service at the premises (if necessary) where the RIG resides within one business day following a reported failure related to the RIG - travel & “out of pocket” expenses may be charged as described in APPENDIX A,
 - Maintain current configuration and documentation on the RIG including RIG database, configuration details and other RIG related software and/or application drivers,
 - Provide one (1) Annual Emergency Site Visit (if required) without charge to repair or replace the failed RIG, including travel and expenses for TRIMARK staff to travel to and work at the effected site.
- b. EQUIPMENT Maintenance and Monitoring
- Conduct a routine maintenance inspection and assessment of the installed EQUIPMENT
 - Provide one (1) Annual Maintenance visit without charge, to clean the computer equipment perform backups and updates, and renew the RIG security certificate.
 - Provide one (1) Annual Maintenance visit without charge to replace the meter battery (on two year cycle) and to conduct a meter registration test (yearly).
 - Inspect for any corrosion, deterioration, or other pending circumstances that may lead to or make failure eminent.
 - 24/hour 7day system status monitoring via TRIMARK’s Spiceworks monitor.
- c. Software Provision
- Provide and install remote access software for managing Equipment
 - Provide annual upgrade of the T1-S, Historian, and Power Viewer software.
 - Provide Operating System Security patches as they are available and tested.
 - Maintain current configuration and documentation on EQUIPMENT including DAS, RIG and MET databases, configuration details for DAS, RIG , MET and Revenue Meters and other related software and / or application drivers
 - Coordinate any RIG diagnostics or program changes with the RIG software provider and
 - **Manage access for authorized users and restrict access for unauthorized users.**

3. Pricing, Invoiccs and Payment

(CITY) will pay to TRIMARK a monthly Service Fee for each site and for the deliverables in accordance with Appendix A B and C and as specified in Task Orders related to specific projects not covered under the service agreement. TRIMARK may directly invoice (CITY), for products and services described in task orders and in amendments as provided by TRIMARK and its suppliers.

The Service Fee shall be applicable to the EQUIPMENT covered under this Service Agreement. The Service Fee for the initial one (1) year term of this Agreement is in force and is stated in Appendix C. It is the parties’ intent to review and negotiate in good faith Service Fee changes and Task Authorization changes, if any, prior to any extension of this



COVERED SERVICE AGREEMENT SITES

SITE NAME	# of DAS or RIG's	# of MET stations / Sensor	# Primary Meters	# of Back Up Meters	# of Aux Meters	Effective Date
City of Industry Metrolink PV DAS(DAS includes TI-S, Historian, and PowerViewer Software)	1	1/5	0	0	0	September 1, 2015
City of Industry Metrolink PV RIG	1	0	1	0	1	September 1, 2015

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: Dean Schroeder.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed \$20,720.00 for any one year period beginning on September 1 and ending the following August 31 of such year.

FEE SCHEDULE

(See attached Schedule)



RIG SERVICE AGREEMENT / TIME AND MATERIALS COSTS

Service	Rate
SERVICE AGREEMENT for DAS and MET Station (See Appendix C below)	\$12,000/Year (Billed Monthly)
SERVICE AGREEMENT for RIG and Meters (See Appendix C below)	\$8,720/ Year (Billed Monthly)
Total	\$20,720 (Billed Monthly)
Travel Costs for additional services	Billed at actual cost
System Integration Engineer for additional services	\$185 / Hour



Trimark Labor Rates 2015-2016

Area	Classification	Hourly Rate
Management and Consulting	Program Manager / Executive QA	\$285
	Senior Management Consultant	\$270
	Director of Engineering	\$265
	Senior Project Manager	\$235
	Associate Project Manager	\$220
	System Integration Manager	\$235
	Project Coordinator	\$190
Engineering / Systems Integration	Senior Developer	\$240
	Senior Engineer	\$230
	Electrical Engineer	\$225
	Systems Integration Engineer	\$215
	Software Developer	\$215
	Communications Engineer	\$205
	Communications Technician	\$185
	Field Systems Specialist	\$190
	CAD Manager	\$170
	CAD Technician	\$145
Electric Metering	Meter Engineer	\$220
	Metering Supervisor / Superintendent	\$210
	Certified CAISO Metering Inspector	\$190
	Journey Meterman	\$175
	Apprentice Meterman	\$140
Meter Data Management	MDMA Manager	\$220
	Senior Data Analyst	\$210
	Data Acquisition Systems Specialist	\$200
	Database Manager	\$190
	Associate Data Analyst	\$170
Electrical Contracting / Construction	Journey Electronics Technician	\$220
	Electronics Technician	\$190
	Journey Electrician	\$170
	Apprentice Electrician	\$135
	Administrative	\$95
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket Expenses	Cost +12%
	Travel (Mileage)	\$0.56 / Mile – *adjusted for IRS rates
	Travel labor Time (75% of Billing Rate)	
Overtime rates of (1.5 * normal rate) apply to work conducted outside core business hours of 8AM to 5PM. Sunday's and holiday's are double time		

EXHIBIT D

**Third Amendment to Professional Services Agreement with Trimark Associates,
Inc., dated October 27, 2016**

[Attached]

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”), is made and entered into this 27th day of October, 2016, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Trimark Associates, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about August 22, 2013, the City Council approved an Agreement for Consulting Services with Trimark Associates, Inc., to provide data acquisition system (“DAS”), met station, remote intelligent gateway (“RIG”), and revenue meter service agreement services; and

WHEREAS, on or about August 22, 2013, the Agreement was entered into and executed between the City and Consultant to perform data acquisition system (“DAS”), met station, remote intelligent gateway (“RIG”), and revenue meter service agreement services for the City; and

WHEREAS, on or about September 25, 2014, the City Council approved the First Amendment to Professional Services Agreement with Trimark Associates, Inc., to provide data acquisition system (“DAS”), met station, remote intelligent gateway (“RIG”), and revenue meter service agreement services; and

WHEREAS, on or about August 13, 2015, the City Council approved the Second Amendment to Professional Services Agreement with Trimark Associates, Inc., to provide data acquisition system (“DAS”), met station, remote intelligent gateway (“RIG”), and revenue meter service agreement services; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$63,886.67, to allow Consultant to continue assisting the City with planning support and consulting services; and

WHEREAS, the Parties desire to amend the Agreement to extend the contract term by three (3) years but in no event later than October 27, 2019, unless sooner terminated pursuant to the provisions of this Agreement; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1. Term

Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 27, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

Section 5. Compensation and Payment.

The second sentence of Section 5.1 is hereby amended to read in its entirety as follows:

This amount shall not exceed One Hundred Twenty Four Thousand Dollars (\$126,050.00) for the total Term of the Agreement unless additional payment is approved in writing, by the City.

Section 21. Notices

Section 21 shall be revised to include the following contact information for the City Attorney.

James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
(Tel.): (626) 269-2980
(E-mail): jcasso@cassosparks.com

Exhibit B

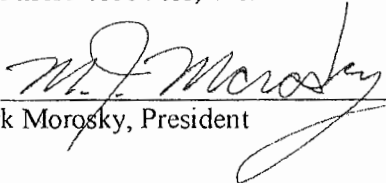
Section 2 of Exhibit B is hereby rescinded in its entirety.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Paul Philips, City Manager

"CONSULTANT"
Trimark Associates, Inc.

By:  _____
Mark Morosky, President

Attest:

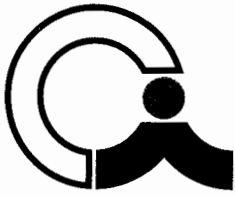
By: _____
Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3



INDUSTRY PUBLIC UTILITIES COMMISSION

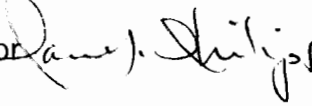
P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

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

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

MEMORANDUM

To: Honorable President and Commission Board Members

From: Paul J. Philips, Public Utilities Director 

Staff: TK Tim Kolset, Project Manager, Cordoba Corporation

Date: October 20, 2016

SUBJECT: Bid Documents – Solicitation of Public Bids for 2016-2017 Industry Business Center East Side Street Streetlight and Cabling Plan (CITY-1430)

At the direction of City Staff, Butsko Engineering has prepared plans and specifications for the above project. This project will be implemented as Contract No. CITY-1430, subject to the approval by the City Council.

The proposed project will consist of procuring and installing a 12 kV underground distribution system and the removal and replacement of streetlights located along Grand Avenue between Valley Blvd and Hwy 60 in conjunction with the Grand Ave street widening project. The proposed 12 kV underground distribution system will provide power to streetlights and support the initial development of the Industry Business Center East. The contract scope of the work will include all labor, materials, and equipment to construct and install a 12 kV underground distribution system and streetlights along Grand Avenue.

City Staff is reviewing, and will make a determination on if this project is subject to CEQA review. The work falls under an existing exemption. Included with this Authorization to Bid package is the letter requesting a Categorical Exemption.

The estimated cost for this project is \$1,090,000.00.

It is hereby recommended that the IPUC recommends to the City Council to approve the plans and specifications and to authorize the solicitation of public bids.

Exhibits:

- A. Notice Inviting Sealed Bids
- B. Cost Estimate Sheet/Engineer's Estimate
- C. Section A-Contract 1430
- D. CEQA: Notice of Exception

PJP: TK:

FOR PUBLICATION

NOTICE INVITING SEALED BIDS FOR:

**INDUSTRY PUBLIC UTILITIES COMMISSION
PROJECT NO. 430**

Industry Business Center East Side Street Light and Cabling Plan

CONTRACT NO. 1430

The **INDUSTRY PUBLIC UTILITIES COMMISSION**, hereinafter referred to as the **IPUC**, will receive bids for the construction of the above project via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase at CORDOBA CORPORATION.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase.

At the time of submission of the bid and thereafter, each bidder must have current and similar experience in working directly for at least three California electric utilities in the past three years and currently be in good standing with those utilities. The California utilities must be Investor Owned Utilities (IOU's) such as SDG&E, SCE, and PGE: or, Municipal Utilities such as City of Riverside, City of Anaheim, City of Rancho Cucamonga, City of Corona, City of Moreno Valley, or City of Victorville and be licensed as a **Class A-General Engineering, C-10 Electrical, C-12 Earthwork and Paving, C-31 Construction Zone Traffic Control** contractor or subcontractor as defined in Sections 7055-7058 of the Business and Professions Code and qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any

The **IPUC** reserves the right to award the contract to the contractor with another license class if the **IPUC** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

1. The Scope of Work is as follows:

The City of Industry's Industry Public Utilities Commission (IPUC) seeks a Contractor to construct, install and procure a 12kV Distribution System, streetlights and associated equipment for the IPUC System including, at a minimum; securing permits, placement of the electrical wire, street light foundations, pole erections, electrical wire pulling, light bulb installation, and the testing and commissioning of the IPUC System streetlights to ensure safe and reliable operation of the 12kV distribution system, streetlights and associated equipment. In addition to the 12kV distribution system, streetlight installation and construction work, The Contractor will be required to submit to the City's IPUC, As-Built drawings and configuration records of the facilities.

As part of the Scope of work the Contractor shall, at a minimum, provide the following:

- Prepare and maintain a safe work area
- Provide all equipment and labor needed to connect, tie or link the Industry Business Center East Side street lights and 12 kV distribution system into the IPUC system
- Procure all equipment, streetlights poles and lamps
- Tie-in, link and connect the proposed Industry Business Center East Side streetlight system and 12kV distribution system into the IPUC's designated connection point(s) as detailed in the IPUC's streetlight and cabling plan or as directed by the IPUC or designated representative. This work may include one (1) or more connection points.

- Contractor will work with the IPUC and/or IPUC designated representatives on the review and approval of the connection and tie-in work, and obtain IPUC approval prior to commencing with dependent work items.
- Contractor will restore or repair, public and private right of ways and property back to pre-installation conditions and to the standards set forth by city or state regulations.
- Coordinate with Local and State entities, and the IPUC to ensure that all conditions and standards of state and local construction are understood and met.
- Provide technical information for the installed equipment and material used in the installation and construction of the Industry Business Center_East Side Street Light and Cabling Plan, including, but not limited to cables, switches, connectors.

1.1 As-Builts and Configuration Control

The Contractor, upon final installation and construction of the 12 kV distribution system, streetlights and associated streetlight facilities and equipment, shall submit CAD As-Built Drawings to the City's IPUC. Prior to the submittal of the final As-Built drawings the Contractor will make the files available to IPUC and its contractors for review and approval. Final As-Built Drawings and records of configuration changes will be submitted to the IPUC upon approval and acceptance of the City and its contractors.

1.2 Forecasting, Performance Debrief and Reporting

Forecasting and Scheduling

Schedule forecast of construction and installation of the IPUC System streetlights in accordance with Section D "General Provisions".

Plans and Specifications are available for inspection at the City Administrative Offices and at the City's IPUC Offices located at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91744.

**INDUSTRY PUBLIC UTILITIES COMMISSION
PROJECT NO. 1430**

Industry Business Center East Side Street Light and Cabling Plan

CONTRACT NO. 1430

Each bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **INDUSTRY PUBLIC UTILITIES COMMISSION**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **INDUSTRY PUBLIC UTILITIES COMMISSION** dated **10-13-16**.

Diane Schlichting, Chief Deputy City Clerk

ESTIMATE FOR:

INDUSTRY PUBLIC UTILITIES COMMISSION

PROJECT NO. 1430

Industry Business Center East Side Street Light and Cabling Plan

CONTRACT NO. 1430

ENGINEER'S ESTIMATE
\$ 1,090,000.00

SECTION A

**INDUSTRY PUBLIC UTILITIES COMMISSION
PROJECT NO. 1430**

Industry Business Center East Side Street Light and Cabling Plan

CONTRACT NO. 1430

The **INDUSTRY PUBLIC UTILITIES COMMISSION**, hereinafter referred to as the **IPUC**, will receive bids for the construction of the above project via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A-General Engineering, C-10 Electrical, C-12 Earthwork and Paving, C-31 Construction Zone Traffic Control** contractor or subcontractor as defined in Sections 7055-7058 of the Business and Professions Code and qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds. This is a prevailing wage project.

The **IPUC** reserves the right to award the contract to the contractor with another license class if the **IPUC** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

The Scope of Work is as follows:

The City of Industry's IPUC seeks a Contractor to construct and install a 12kV Distribution System, streetlights and associated equipment for the IPUC System including, at a minimum; securing permits, placement of the electrical wire, street light foundations, pole erections, electrical wire pulling, light bulb installation, and the testing and commissioning of the IPUC System streetlights to ensure safe and reliable operation of the 12kV distribution system, streetlights and associated equipment. In addition to the 12kV distribution system, streetlight installation and construction work, The Contractor will be required to submit to the City's IPUC, As-Built drawings and configuration records of the facilities.

As part of the Scope of work the Contractor shall, at a minimum, provide the following:

- Prepare and maintain a safe work area
- Provide all equipment and labor needed to connect, tie or link the IBC street lights and 12 kV distribution system into the IPUC system
- Tie-in, link and connect the proposed IBC streetlight system and 12kV distribution system into the IPUC's designated connection point(s) as detailed in the IPUC's streetlight and cabling plan or as directed by the IPUC or designated representative. This work may include one (1) or more connection points.
- Contractor will work with the IPUC and/or IPUC designated representatives on the review and approval of the connection and tie-in work, and obtain IPUC approval prior to commencing with dependent work items.

- Contractor will restore, attempt to restore, or repair, public and private right of ways and property back to pre-installation conditions and to the standards set forth by city or state regulations.
- Coordinate with Local and State entities, the IPUC and the SA to ensure that all conditions and standards of state and local construction are understood and met.

1.1 As-Builts and Configuration Control

The Contractor, upon final installation and construction of the 12 kV distribution system, streetlights and associated streetlight facilities and equipment, shall submit CAD As-Built Drawings to the City's IPUC. Prior to the submittal of the final As-Built drawings the Contractor will make the files available to IPUC and its contractors for review and approval. Final As-Built Drawings and records of configuration changes will be submitted to the IPUC upon approval and acceptance of the City and its contractors.

1.2 Forecasting, Performance Debrief and Reporting

Forecasting and Scheduling

Schedule forecast of construction and installation of the IPUC System streetlights in accordance with Section D "General Provisions".

Plans and Specifications are available for inspection at the City Administrative Offices and at the City's IPUC Offices located at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91744.

The bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **INDUSTRY PUBLIC UTILITIES COMMISSION**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the IPUC. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited.

The IPUC may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the IPUC awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the IPUC to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to

execution of contract. The above bonds shall be secured by a surety company satisfactory to the IPUC, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

LIABILITY INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Comprehensive General Liability insurance protecting Contractor in amounts not less than \$1,000,000.00 and Automobile Liability Insurance protecting Contractor in amounts not less than \$1,000,000.00. If an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Such insurance shall name CORDOBA CORPORATION; City of Industry; Successor Agency to the Industry Urban-Development Agency; Civic-Recreational-Industrial Authority DBA Industry Hills Recreation and Conference Center; Majestic Industry Hills, LLC; Parking Authority of the City of Industry; City of Industry Waterworks System; Industry Hills Recreation and Conference Center; and their Officers, Employees, Elected Officials and Members of Boards or Commissions as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and must include the coverage and provisions indicated.

Contractors using the new I.S.O. form of coverage shall include Endorsement #CG25031185, which provides limits for each separate project that is being undertaken by said contractor.

Contractor shall file and maintain the required certificate(s) of insurance with the Lessor to this agreement at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

- (1) The additional insured requested.
- (2) A minimum of ten (10) days prior written notice of cancellation for non-payment of premium and a minimum of thirty (30) days' notice of cancellation for any other reason.
- (3) That the insurance is primary to that of the additional insured.
- (4) Included coverage.
- (5) Cross-Liability clause.

WORKER'S COMPENSATION INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Worker's Compensation and Employer's Liability insurance and furnish the Additional Insured with a certificate showing proof of such coverage. Insurance company must waive subrogation rights against the above-named additional insureds. An endorsement to that effect must accompany the certificate of coverage.

INSURANCE COMPANIES

Insurance companies must be admitted in California and rated at least B+:XIII in *Best's Insurance Guide*. Non-admitted insurance companies will be considered if they are rated at least A:XIII or better and have a ratio of 3:1 for premium to policy holder surplus or lower in the latest *Best's Insurance Guide*.

Furnish additional insured with an endorsement waiving subrogation against them by the insurance carrier.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the IPUC shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 10 days in advance of the effective date of cancellation due to non-payment of premium and not less than 30 days in advance of the effective date of cancellation for any other reason or for a policy change.

Notification for all above insurance items shall be submitted to: City of Industry Engineering Offices, 255 North Hacienda Blvd., Suite 222, City of Industry, CA 91744, Attention: Rachel Gonzalez. Failure to provide the IPUC with written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the IPUC, upon which the IPUC may suspend or terminate the Contract.

EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the contractor is required to pay not less than the general prevailing rate of wages for each craft, classification, or type of workman needed in the execution of the public work under the jurisdiction of the IPUC. The general prevailing wages shall be these determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable determination by the IPUC are on file in the office of

the IPUC and are hereby incorporated and made a part hereof the same as though fully set forth herein. Copies of the applicable determination may be obtained at the office of the IPUC.

CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The bonds must also be acknowledged by a Notary Public to the effect that the signature by the surety's representative is that of the person designated in the Power of Attorney.

By the order of the **INDUSTRY PUBLIC UTILITIES COMMISSION** dated **10-13-16**.

Diane Schlichting, Chief Deputy City Clerk

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

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

Project Title: Industry Business Center East Side Streetlight and Cabling Plan

Project Location - Specific: Grand Ave between HWY 60 and Valley Blvd

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: The City of Industry's IPUC seeks a Contractor to construct and install a 12kV Distribution System, streetlights and associated equipment for the IPUC System including, at a minimum; securing permits, placement of the electrical wire, street light foundations, pole erections, electrical wire pulling, light bulb installation, and the testing and commissioning of the IPUC System streetlights to ensure safe and reliable operation of the 12kV distribution system, streetlights and associated equipment.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Industry Public Utilities Commission

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15303 (d)
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Section 15303 (d), exempts water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. The Industry Business Center East Side Streetlight and Cabling Plan project will construct and tie the new IPUC streetlights into the existing IPUC electrical system.

Lead Agency

Contact Person: Troy Helling

Telephone: (626)333-2211

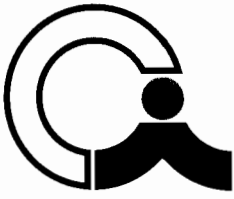
Signature: _____

Date: _____

Title: Senior Planner

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4



INDUSTRY PUBLIC UTILITIES COMMISSION

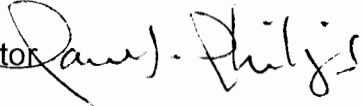
P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org


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

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

MEMORANDUM

To: Honorable President and Commission Board Members

From: Paul J. Philips, Public Utilities Director 

Staff:  Tim Kolset, Project Manager, Cordoba Corporation

Date: October 20, 2016

SUBJECT: Bid Documents – Solicitation of Public Bids for 2016-2017 Grand Crossing Substation – Phase 1, 2, and 3 Substructure and Cabling Plan (CITY-1431)

At the direction of City Staff, Butsko Engineering has prepared plans and specifications for the above project. This project will be implemented as Contract No. CITY-1431, subject to the approval by the City Council.

The proposed project will consist of procuring and installing underground cabling for the IPUC's distribution system located along Waddingham Way, Old Ranch Road and Ferrero Parkway. This project is intended to connect and utilize the existing Grand Crossing 66 kV substation to the IPUC's distribution network. The contract scope of the work will include all labor, materials, and equipment to construct and install a 12 kV underground distribution system.

City Staff is reviewing, and will make a determination on if this project is subject to CEQA review. The work falls under an existing exemption. Included with this Authorization to Bid package is the letter requesting a Categorical Exemption.

The estimated cost for this project is \$605,000.00.

It is hereby recommended that the IPUC recommends to the City Council to approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

A. Notice Inviting Sealed Bids

B. Cost Estimate Sheet/Engineer's Estimate

C: Section A-Contract 1431

D: CEQA: Notice of Exception

PJP: TK:

FOR PUBLICATION

NOTICE INVITING SEALED BIDS FOR:

**INDUSTRY PUBLIC UTILITIES COMMISSION
PROJECT NO. 1431**

Grand Crossing Substation- Phase 1,2,3 Substructure & Cabling

CONTRACT NO. 1431

The **INDUSTRY PUBLIC UTILITIES COMMISSION**, hereinafter referred to as the **IPUC**, will receive bids for the construction of the above project via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A-General Engineering, C-10 Electrical, C-12 Earthwork and Paving, C-31 Construction Zone Traffic Control** contractor or subcontractor as defined in Sections 7055-7058 of the Business and Professions Code and qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds. This is a prevailing wage project.

The **IPUC** reserves the right to award the contract to the contractor with another license class if the **IPUC** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note:*** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

1. The Scope of Work is as follows:

The City of Industry's IPUC seeks a Contractor to connect, install and construct a complete underground 12 kV system including cabling, substructure, conduits and the intercept work needed to install to PME switches and associated equipment for the IPUC System including, at a minimum; securing permits, placement of the electrical wire, electrical wire pulling, testing, commissioning and energizing of the IPUC System to ensure safe and reliable operation of the 12kV distribution system and associated equipment. In addition to the underground 12kV distribution system, The Contractor will be required to submit to the City's IPUC, As-Built drawings and configuration records of the facilities.

As part of the Scope of work the Contractor shall, at a minimum, provide the following:

- Prepare and maintain a safe work area
- Provide all equipment and labor needed to construct, install, connect, tie or link the underground 12 kV distribution system into the IPUC's existing 12kV system
- Perform equipment testing, cable testing, commissioning and energizing of IPUC new and reconfigured distribution system
- Install and construct all work in accordance with IPUC plans and equipment/material specifications meeting the IPUC and Southern California Edison standards and specifications
- Provide traffic control meeting County and City requirements
- Coordinate, cooperate and work with other contractors working within the vicinity

- Work as directed by the IPUC or its designated representatives. This may include working in phases, weekends, evenings or other manner to minimize disruptions to the IPUC customers
- Contractor will restore or repair, public and private right of ways and property back to pre-installation conditions and to the standards set forth by city or state regulations.
- Coordinate with Local and State entities, the IPUC and the SA to ensure that all conditions and standards of state and local construction are understood and met.

1.1 As-Builts and Configuration Control

The Contractor, upon final installation and construction of the 12 kV distribution system, and associated equipment, shall submit CAD As-Built Drawings to the City's IPUC. Prior to the submittal of the final As-Built drawings the Contractor will make the files available to IPUC and its contractors for review and approval. Final As-Built Drawings and records of configuration changes will be submitted to the IPUC upon approval and acceptance of the City and its contractors.

1.2 Forecasting, Performance Debrief and Reporting

Forecasting and Scheduling

Schedule forecast of construction and installation of the IPUC 12kV Distribution System in accordance with Section D "General Provisions".

Plans and Specifications are available for inspection at the City Administrative Offices and at the City's IPUC Offices located at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91744.

**INDUSTRY PUBLIC UTILITIES COMMISSION
PROJECT NO. 1431**

Grand Crossing Substation- Phase 1,2,3 Substructure & Cabling

CONTRACT NO. 1431

Each bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **INDUSTRY PUBLIC UTILITIES COMMISSION**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **INDUSTRY PUBLIC UTILITIES COMMISSION** dated **10-13-16**.

Diane Schlichting, Chief Deputy City Clerk

ESTIMATE FOR:

INDUSTRY PUBLIC UTILITIES COMMISSION

PROJECT NO. 1431

Grand Crossing Substation- Phase 1,2,3 Substructure & Cabling

CONTRACT NO. 1431

ENGINEER'S ESTIMATE
\$ 605,000.00

SECTION A

**INDUSTRY PUBLIC UTILITIES COMMISSION
PROJECT NO. 1431**

Grand Crossing Substation- Phase 1,2,3 Substructure & Cabling

CONTRACT NO. 1431

The **INDUSTRY PUBLIC UTILITIES COMMISSION**, hereinafter referred to as the **IPUC**, will receive bids for the construction of the above project, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A-General Engineering, C-10 Electrical, C-12 Earthwork and Paving, C-31 Construction Zone Traffic Control** contractor or subcontractor as defined in Sections 7055-7058 of the Business and Professions Code and qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds. This is a prevailing wage project.

The **IPUC** reserves the right to award the contract to the contractor with another license class if the **IPUC** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section

1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.*

The Scope of Work is as follows:

1. The Scope of Work is as follows:

The City of Industry's Industry Public Utilities Commission (IPUC) seeks a Contractor to procure, connect, install and construct a complete underground 12 kV system including cabling, substructure, conduits and the intercept work needed to install to PME switches and associated equipment for the IPUC System including, at a minimum; securing permits, placement of the electrical wire, electrical wire pulling, testing, commissioning and energizing of the IPUC System to ensure safe and reliable operation of the 12kV distribution system and associated equipment. In addition to the underground 12kV distribution system, The Contractor will be required to submit to the City's IPUC, As-Built drawings and configuration records of the facilities.

As part of the Scope of work the Contractor shall, at a minimum, provide the following:

- Prepare and maintain a safe work area
- Provide all equipment and labor needed to construct, install, connect, tie or link the underground 12 kV distribution system into the IPUC's existing 12kV system
- Perform equipment testing, cable testing, commissioning and energizing of IPUC new and reconfigured distribution system
- Install and construct all work in accordance with IPUC plans and equipment/material specifications meeting the IPUC and Southern California Edison standards and specifications
- Procure all equipment and materials needed to construct, install and operate the IPUC's underground 12 kV system
- Provide traffic control meeting County and City requirements
- Coordinate, cooperate and work with other contractors working within the vicinity

- Work as directed by the IPUC or its designated representatives. This may include working in phases, weekends, evenings or other manner to minimize disruptions to the IPUC customers
- Contractor will restore or repair, public and private right of ways and property back to pre-installation conditions and to the standards set forth by city or state regulations.
- Coordinate with Local and State entities, and the IPUC to ensure that all conditions and standards of state and local construction are understood and met.
- Provide technical information for the installed equipment and material used in the installation and construction of the Industry Business Center_East Side Street Light and Cabling Plan, including, but not limited to cables, switches, connectors.

1.1 As-Builts and Configuration Control

The Contractor, upon final installation and construction of the 12 kV distribution system, and associated equipment, shall submit CAD As-Built Drawings to the City's IPUC. Prior to the submittal of the final As-Built drawings the Contractor will make the files available to IPUC and its contractors for review and approval. Final As-Built Drawings and records of configuration changes will be submitted to the IPUC upon approval and acceptance of the City and its contractors.

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Schedule forecast of construction and installation of the IPUC 12kV Distribution System in accordance with Section D "General Provisions".

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The bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **INDUSTRY PUBLIC UTILITIES COMMISSION**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the IPUC. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited.

The IPUC may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the IPUC awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the IPUC to the difference between the low bid and the second lowest bid; the surplus, if any,

shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the IPUC, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

LIABILITY INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Comprehensive General Liability insurance protecting Contractor in amounts not less than \$1,000,000.00 and Automobile Liability Insurance protecting Contractor in amounts not less than \$1,000,000.00. If an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Such insurance shall name CORDOBA CORPORATION; City of Industry; Successor Agency to the Industry Urban-Development Agency; Civic-Recreational-Industrial Authority DBA Industry Hills Recreation and Conference Center; Majestic Industry Hills, LLC; Parking Authority of the City of Industry; City of Industry Waterworks System; Industry Hills Recreation and Conference Center; and their Officers, Employees, Elected Officials and Members of Boards or Commissions as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and must include the coverage and provisions indicated.

Contractors using the new I.S.O. form of coverage shall include Endorsement #CG25031185, which provides limits for each separate project that is being undertaken by said contractor.

Contractor shall file and maintain the required certificate(s) of insurance with the Lessor to this agreement at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

- (1) The additional insured requested.
- (2) A minimum of ten (10) days prior written notice of cancellation for non-payment of premium and a minimum of thirty (30) days' notice of cancellation for any other reason.
- (3) That the insurance is primary to that of the additional insured.
- (4) Included coverage.
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WORKER'S COMPENSATION INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Worker's Compensation and Employer's Liability insurance and furnish the Additional Insured with a certificate showing proof of such coverage. Insurance company must waive subrogation rights against the above-named additional insureds. An endorsement to that effect must accompany the certificate of coverage.

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Insurance companies must be admitted in California and rated at least B+:XIII in *Best's Insurance Guide*. Non-admitted insurance companies will be considered if they are rated at least A:XIII or better and have a ratio of 3:1 for premium to policy holder surplus or lower in the latest *Best's Insurance Guide*.

Furnish additional insured with an endorsement waiving subrogation against them by the insurance carrier.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the IPUC shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 10 days in advance of the effective date of cancellation due to non-payment of premium and not less than 30 days in advance of the effective date of cancellation for any other reason or for a policy change.

Notification for all above insurance items shall be submitted to: City of Industry Engineering Offices, 255 North Hacienda Blvd., Suite 222, City of Industry, CA 91744, Attention: Rachel Gonzalez. Failure to provide the IPUC with written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the IPUC, upon which the IPUC may suspend or terminate the Contract.

EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the contractor is required to pay not less than the general prevailing rate of wages for each craft, classification, or type of workman needed in the execution of the public work under the jurisdiction of the IPUC. The general prevailing wages shall be those determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable determination by the IPUC are on file in the office of the IPUC and are hereby incorporated and made a part hereof the same as though fully set forth herein. Copies of the applicable determination may be obtained at the office of the IPUC.

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A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The bonds must also be acknowledged by a Notary Public to the effect that the signature by the surety's representative is that of the person designated in the Power of Attorney.

By the order of the **INDUSTRY PUBLIC UTILITIES COMMISSION** dated **10-13-16**.

Diane Schlichting, Chief Deputy City Clerk

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

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

Project Title: Grand Crossing Substation – Phases 1, 2, 3 Substructure & Cabling

Project Location - Specific: Waddingham Way and intersection of Ferrero Parkway & Old Ranch Road

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: The City of Industry's IPUC seeks a Contractor to connect, install and construct a complete underground 12 kV system including cabling, substructure, conduits and the intercept work needed to install to PME switches and associated equipment for the IPUC System including, at a minimum; securing permits, placement of the electrical wire, electrical wire pulling, testing, commissioning and energizing of the IPUC System to ensure safe and reliable operation of the 12kV distribution system and associated equipment.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Industry Public Utilities Commission

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
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- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Section 15303 (d), exempts water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. The Grand Crossing Substation – Phases 1, 2, 3 Substructure & Cabling project will construct and tie the Grand Crossing substation into the existing IPUC electrical system.

Lead Agency

Contact Person: Troy Helling

Telephone: (626)333-2211

Signature: _____

Date: _____

Title: Senior Planner