



# SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA  
AUGUST 23, 2018 8:30 A.M.

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

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## **Addressing the Agency:**

- **Agenda Items:** *Members of the public may address the Successor Agency on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called and prior to the individual being heard by the Successor Agency.*
  
- **Public Comments (Non-Agenda Items Only):** *Anyone wishing to address the Successor Agency 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 Successor Agency from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called by the Secretary and prior to the individual being heard by the Successor Agency.*

## **Americans with Disabilities Act:**

- *In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 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 Government Code Section 54957.5(b), 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 Secretary of the Successor Agency during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., and Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

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

5. **BOARD MATTERS**

- 5.1 Consideration of Change Order No. 17 and Notice of Completion for Industry Business Center, Phase 2 Mass Grading, Middle West Side with Sukut Construction, LLC, (Contract No. IBC-0381R)

*RECOMMENDED ACTION: Approve Change Order No. 17, authorize the Chairman to execute the Change Order, approve the Notice of Completion and authorize the Agency Engineer to execute and the Agency Secretary to file same.*

- 5.2 Consideration of Amendment No. 1 to the Baker Parkway Slope Landscape Maintenance Agreement, Contract No. GCD-0382, and Change Order No. 8, submitted by BrightView (formerly Marina Landscape Maintenance, Inc.), and appropriate \$626,400.00 for an extension of the maintenance period through August 31, 2020

*RECOMMENDED ACTION: Approve Amendment No. 1 and Change Order No. 8, and authorize the Chairman to execute the Amendment and Change Order.*

- 5.3 Consideration of Amendment No. 1 to the Agreement for Consulting Services with Butsko Utility Design, Inc., in the amount of \$410,000.00 for a total Agreement amount not to exceed \$2,381,600.00 through December 31, 2020

*RECOMMENDED ACTION: Approve Amendment No. 1.*

6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry, Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.  
Superior Court of California, County of Sacramento  
Case No. 34-2017-80002718-CU-WM-GDS
- 6.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the

Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.  
Superior Court of California, County of Sacramento  
Case No. 34-2017-80002719-CU-WM-GDS

6.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry; City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS171295

6.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS171398

6.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS173224

6.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. City of Industry, et al.  
Superior Court of California, County of Los Angeles  
Case No. BS172995

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, September 27, 2018 at 8:30 a.m.

*SUCCESSOR AGENCY*

ITEM NO. 5.1



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

**TO:** Honorable Chairman and Members of the Successor Agency to the Industry Urban-Development Agency Board

**FROM:** Troy Helling, Acting Executive Director

**STAFF:** Joshua Nelson, Contract Agency Engineer, CNC Engineering  
Gerardo Perez, Construction Manager, CNC Engineering *GM*

**DATE:** August 23, 2018

**SUBJECT:** Consideration of Change Order No. 17 and Notice of Completion for Industry Business Center, Phase 2 Mass Grading, Middle West Side with Sukut Construction, LLC, (Contract No. IBC-0381R)

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**Background:**

On March 10, 2016, the Successor Agency to the Industry Urban-Development Agency ("Agency") awarded Contract No. IBC-0381R, Industry Business Center, Phase 2 Mass Grading, Middle West Side, to Sukut Construction, LLC in the amount of \$30,237,655.00, which includes a contingency amount of \$5,500,000.00.

This project consists of mass grading of 250 acres of hillside area west of Grand Avenue which involves moving approximately 5 million yards of soil and removing approximately 2 million yards of unstable soil and replacing it as engineered compacted fill. The project also includes storm drains ranging in size from 24-inch diameter to 72-inch diameter reinforced concrete pipe, bench drains, down drains and asphalt pavement. On the east side of Grand Avenue, the existing surcharge/stockpile was used to extend the slopes easterly and haul, spread and compact over existing building pads.

**Discussion:**

During the course of construction, the following additional work was necessary due to plan revisions or additions to the contract plans received after the project was awarded and are not part of the original contract. In addition, changed conditions were encountered in the field that could not have been anticipated during the bidding phase.

On January 25, 2018, the Agency Board approved the following change orders in the amount of **\$1,363,326.39**;

**Change Order Request No. 1:** Change Order Request No. 1 was for placement of concrete barriers around the existing landfill wellheads was not performed. No costs.

**Change Order No. 2:** Costs in the amount of **\$44,231.26** for installation of five wells to monitor methane gas migration

**Change Order No. 4:** Costs in the amount of **\$26,423.94** to install a concrete headwall per Caltrans Standard D89 as part of Plan Revision No. 1.

**Change Order No. 5:** Costs in the amount of **\$136,120.38** install precast concrete vaults for 12 landfill extraction monitoring wells and 5 header isolation valves within the existing landfill.

**Change Order No. 6:** Costs in the amount of **\$10,464.39** to install rip rap pads three outlet structures.

**Change Order No. 7:** As part of the Contractor's option to participate in the Diesel Fuel Adjustment Program specified in the Specifications, the difference in fuel costs from the baseline price established at bid time amounted **\$725,442.12** for the difference in diesel fuel costs from the baseline price established at bid time. Diesel fuel costs during the duration of the project were higher than the baseline bid.

**Change Order No. 8:** Costs in the amount of **\$106,393.50** to stabilize a cut/fill transition by constructing a buttress as recommended by on-site geotechnical engineer.

**Change Order No. 9:** Costs in the amount **\$10,428.84** to remediate an ancient landslide.

**Change Order No. 10:** Costs in the amount of **\$191,300.00** to install a 36-inch diameter reinforced concrete pipe in a steep slope as part of the storm drain revisions.

**Change Order No. 11:** Costs in the amount of **\$112,521.96** to install a 54-inch reinforced concrete pipe not part of the original contract.

On June 14, 2018, the Agency Board approved the following change orders in the amount of **\$1,092,463.01**;

**Change Order No. 3:** Costs for additional rock handling and loss of production cause by excessive rock encountered during mass grading in the amount of \$1,039,033.70.

**Change Order No. 12:** Costs to place hydromulch on the new slope on the eastside of Grand Avenue in lieu of placing 3-inch thick wood mulch in the amount of \$13,238.50.

**Change Order No. 13:** Costs to lengthen 32 manholes per storm drain plan revisions in the amount of \$30,869.48.

**Change Order No. 14:** Costs to clear brush and provide weed abatement along the City of Diamond Bar property line in the amount of \$7,222.87.

**Change Order No. 15:** Costs to adjust two existing manholes on the access road in the amount of \$1,000.00.

**Change Order No. 16:** Costs to remove condensate liquids the tank for the landfill gas treatment facility and transport them to the Pomona Water Work Reclamation Facility in the amount of \$1,098.46.

In addition to the above-noted change orders, final field measurements are complete. As of July 7, 2018 the Agency Engineer has reviewed the following change order for completeness and accuracy;

**Change Order No. 17:** Final field measurements were completed and underruns and over-runs are detailed in Exhibit A, under Change Order No. 17. A list of final costs for underruns and over-runs is as follows;

**Underruns** – The total credit for bid quantity underruns is (\$2,393,086.20).

**Over-runs** – The total additional cost for bid quantity over-runs is \$2,419,230.50.

Net additional cost under Change Order No. 17 is \$26,144.30

The following major bid items had either quantity over-runs or underruns, all other items are based on final field measured quantities;

**Schedule A – General Civil Work and Earthwork**

*Bid Item No. 24 – Break unforeseen 36” or larger rock using a CAT-350 Excavator with a breaker or equivalent: The original quantity was 15 days of breaking however when excessive rock was encountered (Refer to Change Order No. 3) the quantity increased to 78 days. Additional cost in the amount of \$207,900.00*

*Bid Item No. 66 – Hydroseeding for post construction BMP (Best Management Practices): This work would reduce erosion across the entire site but since the site was sprouting weeds it was deleted. Credit of \$292,500.00*

**Schedule B – Storm Drain Improvements**

*Bid Item No. 1 – 18” Reinforced Diameter Pipe (RCP) – Deleted 1,770 lineal feet @ \$94/LF per Storm Drain Revisions – (\$166,380.00) credit*

*Bid Item No. 2 – 24” RCP – Added 1,991 lineal feet @ \$91/LF per Storm Drain*

Revisions – an add on of \$181,181.00

Bid Item No. 3 - 36" RCP, Added 3,030 lineal feet @ \$135/LF per Storm Drain  
Revisions – an add on of \$409,050.00

Bid Item No. 4 – 48" RCP, Deleted 2,704 lineal feet @ \$152/LF per Storm Drain  
Revisions - (\$540,800.00) credit

Bid Item No. 5 – 60-inch RCP, Deleted 1,436 lineal feet @ \$260/LF per Storm Drain  
Revisions – (\$373,360.00) credit

Bid Item No. 6 - 72-inch RCP, Added 1,925 lineal feet @ \$565.00/LF per Storm  
Drain Revisions – an add on of \$1,087,625.00

Net additional cost for Bid Items Nos. 1-6 is \$597,316.00

Bid Item No. 17 – Energy Dissipator – Deleted 1 each @\$186,000.00 per Storm  
Drain Revisions – (\$186,000.00) Credit

Schedule C – Surcharges/Stockpile Handling (East of Grand Ave)

Bid Item No. 5A – Over-excavation and re-compaction outside of remedial grading  
limits – Added 65,150 cubic yards of material @ \$1.65/CY – an add on of  
\$107,497.50. Additional loose and dry material was encountered during grading and  
as directed by Leighton Consulting was removed.

**Table 1 – Summary of Total Costs**

Contract (Sukut Construction) minus contingency amount of \$5,500,000.00	\$24,737,655.00
Change Order No.1	Superseded by CO No. 5
Change Order No. 2, 4 -11	\$1,363,326.39
Change Order No. 3, 12-16	\$1,092,463.01
Change Order No. 17	\$26,144.30
Professional Services for Design, Design and Construction Survey, Construction Management and Inspection (CNC Engineering)	\$2,477,166.90
Professional Services for Geotechnical and Material Testing Services (Leighton Consulting)	\$804,060.09
<b>Total Project Cost</b>	<b>\$30,500,815.69</b>



**Fiscal Impact:**

The current revised contract amount, excluding contingency is \$27,219,588.70. The total change order amount is \$2,481,933.70, which is 8.21% of the approved contract amount of \$30,237,655.00 which included contingency. No additional appropriations are necessary for construction costs. However, total project costs including professional services for civil design, design and construction survey, construction management and inspection, and geotechnical and material services total \$30,500,815.69. The fiscal year budget includes funding for mass grading of the Industry Business Center under Successor Agency – Expenditures – Project Improvement Costs (Account No. 222-300-5200 and ROPS line number 217). An additional appropriation of \$263,933.70 is required to cover the total cost of this project.

**Recommendation:**

- 1.) Approve Change Order No. 17 in the amount of \$26,144.30; and
- 2.) Authorize the Executive Director or his designee to execute the approved change order.
- 3.) Accept the work performed by Sukut Construction, for the amount of \$27,219,588.70
- 4.) Approve an appropriation of \$263,933.70 to Successor Agency – Expenditures – Project Improvement Costs (Account No. 222-300-5200) to cover the total cost of this project
- 5.) Authorize the Agency Engineer or his designee to execute the Notice of Completion
- 6.) Authorize the Deputy City Clerk to file a Notice of Completion for the project

**Exhibits:**

- A. Change Order No. 17 dated August 23, 2018
  - B. Notice of Completion
- 

TH/JN/GP:gp

**EXHIBIT A**

Change Order No. 17 dated August 23, 2018

[Attached]

**CITY OF INDUSTRY**

**CHANGE ORDER**

15625 E. Stafford St.  
 City of Industry, CA 91744  
 (626)333-2211

Change Order No. 17

**Project** Industry Business Center, Phase 2  
Mass Grading, Middle West Side

**Contract No.** IBC-0381R

**Date** 8/23/2018

**Type**

**Project** Mass Grading/Storm Drain

**Contractor** Sukut Construction

**Location** City of Industry

**Explanation:**

Final Bid Quantities

Extra Work by: X Contract Items Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Bid Quantity Adjustments (Over-run)	1	LS	\$ 2,419,230.5	
2	Bid Quantity Adjustments (Under-run)	1	LS		\$ 2,393,086.2
<b>TOTAL COST</b>				<b>\$26,144.30</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
		Other Additive	
		Total T & M	
		Pay This	
		<b>CHANGE ORDER</b>	<b>\$ 26,144.30</b> 0.086%

**CHANGE ORDER SUMMARY**

		% of Contract Amount
Original Contract Amount	\$30,237,655.00	
Total Previous Change Orders	\$ 2,455,789.40	8.12%
Total Change Orders	\$ 2,481,933.70	8.21%

Authorized by \_\_\_\_\_

Additional Working Days 30

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Joshua Nelson 8/9/18  
 Contractor Representative Date  
Joshua Nelson 8/7/18  
 Joshua Nelson - Contract Agency Engineer Date

Troy Helling 8.9.18  
 Troy Helling - Acting Executive Director Date  
Gerardo Perez  
 Gerardo Perez, Project Manager Date

C.O. # 17



SC COR Number: 17.0  
SC Job Number: 1214

Date: 8/6/2018  
Owner: Successor Agency to the Industry Urban-Development Agency  
15625 East Stafford Street  
City of Industry, CA 91744  
Attn: Agency Engineer  
Project: IBC Phase 2 Mass Grading, Middle West Side - 0381R  
Subject: **COR 17.0 - Final Contract Quantity Balancing Change Order**

Please see the following breakdown of change order request number 16.0.

Item:	Description:	Qty:	Unit:	Price:	Total:
1.0	Final Contract Quantity Balancing COR	1	LS \$	26,144.30 \$	26,144.30
<b>Total Amount this Request: \$</b>					<b>26,144.30</b>

This change order request includes all added labor, equipment, material, and subcontractor costs associated with the final contract quantity adjustments for the IBC Phase 2 Mass Grading, Middle West Side project.

Thank you,

*Bryan Nesthus*

**Sukut Construction**

SOV CODE	DESCRIPTION	UM	BID QUANTITY	FINAL QUANTITY	ADDITIONAL / (REDUCED) QTY	UNIT PRICE	\$ INCREASE / (DECREASE)
<b>SCHEDULE A - WEST SIDE GRADING AND DRAINAGE</b>							
A14	UNCLASSIFIED EXCAVATION FOR BUTTRESS INCLUDING PLACEMENT OF THIS MATERIALS UNCLASSIFIED COMPACTED FILL	CY	346,500	320,000	(26,500)	\$ 1.45	\$(38,425.00)
A16	OVER EXCAVATION AND RECOMPACTION FOR GENERAL AREAS AND BUILDING AREAS - OUTSIDE OF BUTTRESS GRADING LIMITS	CY	2,400,000	2,316,400	(83,600)	\$ 1.25	\$(104,500.00)
A17	UNCLASSIFIED EXCAVATION INCLUDING PLACEMENT AS UNCLASSIFIED COMPACTED FILL (PAYMENT FOR THIS ITEM WILL BE BASED ON FIELD SURVEY OF THE EXCAVATION AREAS. THIS BID ITEM EXCLUDES THE BUTTRESS EXCAVATION AND OVER EXCAVATION AND RECOMPACTION AREAS)	CY	5,814,000	5,801,404	(12,596)	\$ 1.45	\$(18,264.20)
A19	6" SOLID PIPE SUBDRAIN (INCLUDING 500' FOR EXTENSION OF EXISTING SUBDRAIN)	LF	3,042	3,620	578	\$ 13.00	\$ 7,514.00
A20	BORE 6" SOLID PIPE SUBDRAIN	LF	973	600	(373)	\$ 68.00	\$(25,364.00)
A21	4" PERFORATED SUBDRAIN	LF	2,255	3,435	1,180	\$ 27.00	\$ 31,860.00
A24	BREAK UNFORESEEN 36" OR LARGER ROCK USING CAT-350 EXCAVATOR WITH BREAKER OR EQUIVALENT	DY	15	78	63	\$ 3,300.00	\$ 207,900.00
A25	CONSTRUCT DOWNDRAIN PER DETAIL "2" OF DETAILS SHEET D1	LF	3,174	3,963	789	\$ 45.00	\$ 35,505.00
A26	CONSTRUCT TERRACE DRAIN - 10' WIDE PER DETAIL "3" ON DETAILS SHEET D1	LF	24,742	24,860	118	\$ 37.00	\$ 4,366.00
A27	CONSTRUCT SPLASH WALL	LF	60	60	-	\$ 28.00	\$ -
A28	CONSTRUCT CONCRETE V-GUTTER TYPE A	LF	790	1,033	243	\$ 22.00	\$ 5,346.00
A31	CONSTRUCT AREA DRAIN INLET	EACH	28	30	2	\$ 2,250.00	\$ 4,500.00
A32	CONSTRUCT 12 GAUGE, 18" CORRUGATED METAL PIPE(CMP) INCLUDING ANCHORS, JOINTS AND FITTINGS	LF	2,293	1,552	(741)	\$ 77.00	\$(57,057.00)
A33	CONSTRUCT 12 GAUGE, 24" CORRUGATED METAL PIPE (CMP) INCLUDING ANCHORS, JOINTS AND FITTINGS	LF	859	912	53	\$ 112.00	\$ 5,936.00
A34	CONSTRUCT 12 GAUGE, 36" CORRUGATED METAL PIPE (CMP) INCLUDING ANCHORS, JOINTS AND FITTINGS	LF	1,968	2,398	430	\$ 112.00	\$ 48,160.00
A35	CONSTRUCT 24" RCP (200D)	LF	335	862	527	\$ 125.00	\$ 65,875.00
A39	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 332-2 (18"X48")	EACH	6	2	(4)	\$ 700.00	\$(2,800.00)
A40	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 332-2 (24"X72")	EACH	2	1	(1)	\$ 700.00	\$(700.00)
A41	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 332-2 (18"X60")	EACH	5	1	(4)	\$ 700.00	\$(2,800.00)
A42	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 332-2 (18"X72")	EACH	1	6	5	\$ 700.00	\$ 3,500.00
A43	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 331-3 (24"X36")	EACH	1	2	1	\$ 1,540.00	\$ 1,540.00
A44	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 331-3 (36"X72")	EACH	1	4	3	\$ 1,540.00	\$ 4,620.00
A45	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 331-3 (18"X24")	EACH	1	4	3	\$ 1,540.00	\$ 4,620.00
A46	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 331-3 (36" X48")	EACH	4	2	(2)	\$ 1,540.00	\$(3,080.00)
A47	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 331-3 (36" X60")	EACH	4	-	(4)	\$ 1,540.00	\$(6,160.00)
A48	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 331-3 (18"X36")	EACH	2	11	9	\$ 1,540.00	\$ 13,860.00
A49	CONSTRUCT DRIVEWAY PER CITY OF INDUSTRY STANDARD PLAN 114 INCLUDING BASE MATERIAL	SF	224	264	40	\$ 25.00	\$ 1,000.00
A50	CONSTRUCT CHAIN LINK FENCE PER APWA STANDARD PLAN 600-3 INCLUDING GATES	LF	1,796	1,896	100	\$ 24.00	\$ 2,400.00
A51	CONSTRUCT 18"/24" CONCRETE COLLAR PER APWA STANDARD PLAN 380-4	EACH	12	14	2	\$ 525.00	\$ 1,050.00
A54	CONSTRUCT DOWNDRAIN CONNECTION TO 10' TERRACE DRAIN PER DETAIL "11" ON DETAILS SHEET D2	EACH	7	8	1	\$ 3,460.00	\$ 3,460.00
A57	CONSTRUCT ASPHALT CONCRETE PAVEMENT	TON	1,312	1,260	(52)	\$ 78.00	\$(4,056.00)
A58	CONSTRUCT CRUSHED AGGREGATE BASE MATERIAL (OR CALTRANS CLASS II AGGREGATE BASE PER SPECIAL PROVISIONS)	TON	2,937	2,884	(53)	\$ 24.00	\$(1,272.00)
A60	CONSTRUCT CURB PER CITY OF INDUSTRY STANDARD PLAN 112, TYPE A1, 6" OR 0" CF WHERE SHOWN INCLUDING BASE MATERIAL	LF	2,660	2,975	315	\$ 23.00	\$ 7,245.00
A61	60" CMP INLET PER DETAIL 9	EACH	11	7	(4)	\$ 5,300.00	\$(21,200.00)
A62	48" CMP INLET PER DETAIL 9A	EACH	5	12	7	\$ 3,400.00	\$ 23,800.00
A63	CONSTRUCT TRANSITION STRUCTURE PER APWA STANDARD PLAN 340-2	EACH	5	7	2	\$ 3,600.00	\$ 7,200.00
A65	CONSTRUCT 18" CSP FLARED INLET PER APWA STANDARD PLAN 351-2	EACH	3	2	(1)	\$ 1,175.00	\$(1,175.00)
A66	LOAD, HAUL, SPREAD AND COMPACT AC GRINDINGS ONTO THE EQUIPMENT/ACCESS ROADS FROM ON-SITE STOCKPILE	CY	7,500	-	(7,500)	\$ 2.00	\$(15,000.00)
A68	HYDROSEEDING FOR POST CONSTRUCTION, PER CASQA BMP FACT SHEET EC-4 (EXCLUDING PERMANENT TERRACED SLOPES)	ACRE	150	-	(150)	\$ 1,950.00	\$(292,500.00)
A69	REMOVE, SALVAGE AND STOCKPILE AC GRINDINGS FROM EXISTING EQUIPMENT ROAD	CY	7,500	-	(7,500)	\$ 2.00	\$(15,000.00)
A70	SETTLEMENT MONUMENTS PER SOILS REPORTS	EACH	10	4	(6)	\$ 3,300.00	\$(19,800.00)
A71	CONSTRUCT CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B	EACH	1	2	1	\$ 1,450.00	\$ 1,450.00
<b>SCHEDULE B - WEST SIDE STORM DRAIN</b>							
B01	18" RCP, 200-D	LF	1,983	213	(1,770)	\$ 94.00	\$(166,380.00)
B02	24" RCP, 1250-D	LF	182	2,173	1,991	\$ 91.00	\$ 181,181.00
B03	36" RCP, 2750-D	LF	1,457	4,487	3,030	\$ 135.00	\$ 409,050.00
B04	48" RCP, 1400-D	LF	2,856	152	(2,704)	\$ 200.00	\$(540,800.00)
B05	60" RCP, 1900-D	LF	2,509	1,073	(1,436)	\$ 260.00	\$(373,360.00)
B06	72" RCP, 2350-D, INCLUDING RESTORATION OF EXISTING SURFACE IMPROVEMENTS WHERE APPLICABLE	LF	1,779	3,704	1,925	\$ 565.00	\$ 1,087,625.00
B07	MANHOLE PER APWA STANDARD PLAN 321-2	EACH	2	5	3	\$ 6,000.00	\$ 18,000.00
B08	MANHOLE PER APWA STANDARD PLAN 320-2	EACH	21	27	6	\$ 5,900.00	\$ 35,400.00
B09	MANHOLE PER APWA STANDARD PLAN 322-2	EACH	1	2	1	\$ 12,560.00	\$ 12,560.00
B10	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 332-2 (60"X18")	EACH	4	5	1	\$ 700.00	\$ 700.00
B11	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 332-2 (48"X18")	EACH	4	-	(4)	\$ 700.00	\$(2,800.00)
B12	JUNCTION STRUCTURE - PER APWA STANDARD PLAN 332-2 (36"X18")	EACH	2	-	(2)	\$ 700.00	\$(1,400.00)
B13	CONCRETE COLLAR (18") PER APWA STANDARD PLAN 380-4	EACH	7	13	6	\$ 525.00	\$ 3,150.00

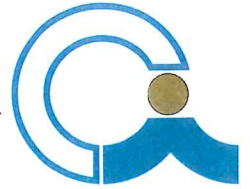
B14	CONCRETE BRICK AND MORTAR PLUG	EACH	25	41	16	\$	470.00	\$	7,520.00
B16	CONCRETE PIPE SLOPE ANCHOR (18" PIPE) PER APWA STANDARD P LAN 221-2	EACH	6	-	(6)	\$	750.00	\$	(4,500.00)
B17	ENERGY DISSIPATER PER APWA STANDARD PLAN 384-3 ON SHEET 12, L=27, W=22	EACH	1	-	(1)	\$	186,000.00	\$	(186,000.00)
B19	CONSTRUCT MANHOLE SHAFT SAFETY LEDGES PER APWA STANDARD PLAN 330-2	EACH	3	1	(2)	\$	10,000.00	\$	(20,000.00)
<b>SCHEDULE C - EAST SIDE GRADING AND DRAINAGE</b>									
C03	REMOVE EXISTING TOE DITCH	LF	293	1,300	1,007	\$	5.00	\$	5,035.00
C04C	3" MULCH FOR POST CONSTRUCTION	CY	7,840	-	(7,840)	\$	44.00	\$	(344,960.00)
C05A	OVER-EXCAVATION AND RE-COMPACTION OUTSIDE OF ORIGINAL REMEDIAL GRADING LIMITS	CY	17,150	82,300	65,150	\$	1.65	\$	107,497.50
C05B	UNCLASSIFIED EXCAVATION INCLUDING PLACEMENT AS UNCLASSIFIED COMPACTED FILL (PAYMENT FOR THIS ITEM WILL BE BASED ON FIELD SURVEY OF THE EXCAVATION AREAS. THIS BID ITEM EXCLUDES THE OVER EXCAVATION AND RECOMPACTION AREAS)	CY	700,000	672,000	(28,000)	\$	1.55	\$	(43,400.00)
C07	CONSTRUCT DOWNDRAIN PER CONSTRUCTION NOTE 1	LF	1,128	1,567	439	\$	45.00	\$	19,755.00
C08	CONSTRUCT TERRACE DRAIN PER CONSTRUCTION NOTE 2	LF	4,785	5,828	1,043	\$	37.00	\$	38,591.00
C10	CONSTRUCT CONCRETE DITCH PER CONSTRUCTION NOTE 4	LF	2,308	2,325	17	\$	27.00	\$	459.00
C11	CONSTRUCT CONCRETE V-DITCH PER CONSTRUCTION NOTE 5	LF	846	846	-	\$	21.00	\$	-
<b>SCHEDULE D - EAST SIDE STORM DRAIN</b>									
D01	CONSTRUCT 18" RCP	LF	210	29	(181)	\$	104.00	\$	(18,824.00)
D02	CONSTRUCT 24" RCP	LF	124	-	(124)	\$	91.00	\$	(11,284.00)
D04	CONSTRUCT JUNCTION STRUCTURE PER CONSTRUCTION NOTE 37	EACH	1	-	(1)	\$	5,900.00	\$	(5,900.00)
D06	CONSTRUCT CONCRETE COLLAR PER CONSTRUCTION NOTE 40	EACH	1	-	(1)	\$	525.00	\$	(525.00)
D08	CONSTRUCT FLARED INLET SECTION PER CONSTRUCTION NOTE 45	EACH	1	-	(1)	\$	1,650.00	\$	(1,650.00)
D09	CONSTRUCT NO. 2424 BROOKS BOX PER CONSTRUCTION NOTE 50	EACH	1	-	(1)	\$	3,400.00	\$	(3,400.00)
D10	CONSTRUCT CATCH BASIN PER CONSTRUCTION NOTE 51	EACH	5	-	(5)	\$	7,750.00	\$	(38,750.00)
<b>SCHEDULES E &amp; F - MISC</b>									

BALANCING CHANGE ORDER TOTAL: \$ 26,144.30

**EXHIBIT B**

Notice of Completion

[Attached]



# CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
- City of Industry Waterworks System
- Industry Urban-Development Agency
- Parking Authority

15625 East Stafford Street, City of Industry, CA 91744

## Notification of Construction Completion

**Project** Industry Business Center, Phase 2,  
Mass Grading, Middle West Side **Date** August 23, 2018

**Contract** Sukut Construction, Inc. **Contract No.** IBC-0381R  
MP 99-31#16

As a result of an inspection conducted on 05/30/2018, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor **BRYAN NESTHUS** *[Signature]* **PROJECT MANAGER** **8/9/18**  
Printed Name Signature Title Date

Recommended by Project Engineer **Ruel Ituralde** *[Signature]* **Project Engineer** **8-8-18**  
Printed Name Signature Title Date

Recommended by Project Inspector **Shaun Malganji** *[Signature]* **Project Inspector** **8/8/18**  
Printed Name Signature Title Date

Recommended by Project Manager **Gerardo Perez** *[Signature]* **Project Manager** **8/9/18**  
Printed Name Signature Title Date

Recommend by Public Agency **Joshua Nelson** *[Signature]* **Contract Agency Engineer** **8/9/18**  
Printed Name Signature Title Date



RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing 15625 East Stafford Street
Address Attention: Clement N. Calvillo
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. IBC-0381R, Industry Business Center, Mass Grading West Side, City of Industry, CA 91744, County of Los Angeles, for the undersigned agency and said work was accepted as complete on August 23, 2018. The contractor on said job was Sukut Construction, LLC. 4010 W. Chandler, Santa Ana, CA 92704.

This Notice of Completion is being recorded on behalf of the Owner, CITY OF INDUSTRY, a Public Agency.

Successor Agency to the Industry Urban Development Agency

By Joshua Nelson, Contract Agency Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
)ss.
County of Los Angeles )

The undersigned, being duly sworn, says: That he is the Agency Engineer and that he makes this verification on behalf of said entity; that he has read the foregoing and declares that the contents thereof, and that the facts stated herein, are true and correct.

Joshua Nelson, Contract Agency Engineer

Subscribed and sworn to (or affirmed) before me on this 23rd day of August 2018, by Joshua Nelson, Contract Agency Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

(Seal)

*SUCCESSOR AGENCY*

ITEM NO. 5.2



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

**TO:** Honorable Chairman and Members of the Successor Agency to the Industry Urban Development Agency Board

**FROM:** Troy Helling, Acting Executive Director

**STAFF:** Joshua Nelson, Contract Agency Engineer, CNC Engineering  
Gerry Perez, Construction Manager, CNC Engineering *GP* *JN*

**DATE:** August 23, 2018

**SUBJECT:** Consideration of Amendment No. 1 to the Baker Parkway Slope Landscape Maintenance Agreement, Contract No. GCD-0382, and Change Order No. 8, submitted by BrightView Landscape Services, Inc. (formerly Marina Landscape Maintenance, Inc.), and appropriate \$626,400.00 for an extension of the maintenance period through August 31, 2020

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**Background:**

On January 14, 2014, the Successor Agency to the Industry Urban-Development Agency ("Agency") awarded Marina Landscape Maintenance, Inc. ("Marina Landscape"), the low bidder, the Baker Parkway Slope Landscape Maintenance Project. In January 2017, BrightView Landscape Services, Inc. ("BrightView Landscape") acquired Marina Landscape and their active maintenance contracts. Amendment No. 1 in Exhibit B addresses that transition.

The Scope of Work involves maintaining the existing landscaping, replacing plants as needed, maintaining existing irrigation lines, cleanout of existing terrace drains, rodent control and weeding as required on approximately 30 acres of 2:1 slopes along the southerly property line of that portion of Grand Crossing Development located westerly of Grand Avenue, south of Baker Parkway.

Previous change orders were issued as noted below.

**Change Order No. 1:** This change order was approved by the Agency Board on October 13, 2016 in the amount of \$64,575.00, to extend the landscape maintenance period to June 30, 2017.

**Change Order No. 2:** This change order was approved by the Agency Board on October 27, 2016 in the amount of \$64,625.00, to extend the landscape maintenance of the slopes which were landscaped under Contract No. IBC-0379, Industry Business Center Phase I Mass Grading Far West Side by C.A. Rasmussen, Inc.

**Change Order No. 3:** This change order was approved by the Agency Board on June 22, 2017, in the amount of \$33,275.00, to extend the landscape maintenance period of the slopes for both the Baker Parkway slopes, and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side until August 31, 2017.

**Change Order No. 4:** This change order was approved by the Agency Board on August 24, 2017, in the amount of \$78,300.00 to extend the maintenance period to November 30, 2017, for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side.

**Change Order No. 5:** This change order was approved by the Agency Board on November 30, 2017 in the amount of \$52,200.00 to extend the maintenance period through January 31, 2018, for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side

**Change Order No. 6:** This change order was approved by the Agency Board on January 25, 2018 in the amount of \$78,300.00 to extend the maintenance period through April 30, 2018, for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side.

**Change Order No. 7:** This change order was approved by the Agency Board on April 26, 2018 in the amount of \$104,400.00 to extend the maintenance period through August 31, 2018, for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side.

### **Discussion:**

Since Marina Landscape is no longer a party to this Agreement as of January 1, 2017, all obligations and rights under the Agreement which previously designated Marina Landscape Maintenance, Inc. as the responsible party, shall be assigned to Brightview Landscape Services, Inc. per Amendment No. 1 in Exhibit A. At the April 26, 2018 meeting the Agency Board provided direction to staff to extend the contract for a longer period of time, so staff is proposing Change Order No. 8, to extend the Agreement with BrightView Landscape to August 31, 2020 for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side, and to increase total compensation under the Agreement by \$626,400.00, to account for the additional term.

### **Fiscal Impact:**

Approval of Change Order No. 8 increases the landscape maintenance contract to \$1,547,365.00 for both the Baker Parkway Slopes and landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side. The fiscal year 2017-2018 budget includes funding for landscape maintenance services of the Baker Parkway Slope under Successor Agency – Expenditures – Project Improvement Costs

(Account No. 222-300-5200 and ROPS line number 276). An additional appropriation of \$626,400.00 is required to cover the cost of Change Order No. 8.

Table 1 – Brightview Landscape/Marina Landscape Services Summary

Contract	\$ 445,290.00
Change Order No. 1	\$ 64,575.00
Change Order No. 2	\$ 64,625.00
Change Order No. 3	\$ 33,275.00
Change Order No. 4	\$ 78,300.00
Change Order No. 5	\$ 52,200.00
Change Order No. 6	\$ 78,300.00
Change Order No. 7	\$ 104,100.00
Change Order No. 8	\$ 626,400.00
<b>Total</b>	<b>\$ 1,547,365.00</b>

**Recommendations:**

- 1.) Approve Amendment No. 1 to Baker Parkway Slope Landscape Maintenance Agreement with Marina Landscape Maintenance, Inc.; and
- 2.) Staff recommends that the Board approve Change Order No. 8 for landscape maintenance services of Baker Parkway Slope; and
- 3.) Approve an appropriation of \$ 626,400.00 to Successor Agency – Expenditures – Project Improvement Costs (Account No. 222-300-5200) to cover the total cost of Change Order No. 8.

**Exhibits:**

- A. Amendment No. 1 to Baker Parkway Slope Landscape Maintenance Agreement with Marina Landscape Maintenance, Inc.
- B. BrightView Landscape Change Order No. 8 dated August 23, 201

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TH/JN/GP:as

**EXHIBIT A**

Amendment No. 1 to Baker Parkway Slope Landscape Maintenance Agreement  
with Marina Landscape Maintenance, Inc.

[Attached]

**AMENDMENT NO. 1  
TO BAKER PARKWAY SLOPE LANDSCAPE MAINTENANCE AGREEMENT WITH  
MARINA LANDSCAPE MAINTENANCE, INC.**

This Amendment No. 1 to the Baker Parkway Slope Landscape Maintenance Agreement (“Agreement”), is made and entered into this 23<sup>rd</sup> day of August, 2018, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and Brightview Landscape Services, Inc. (“Contractor”). The Agency and Contractor are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about January 21, 2015, the Agreement was entered into and executed between the Agency and Marina Landscape Maintenance, Inc. (“Marina”) to maintain the existing landscaping, replacing plants as needed, maintaining existing irrigation lines, cleanout of existing terrace drains, rodent control and weeding as required on approximately 30 acres of 2:1 slopes along the southerly property line of that portion of Grand Crossing Development located westerly of Grand Avenue, south of Baker Parkway; and

**WHEREAS**, Marina was acquired by Brightview Landscape Services, Inc., and it is necessary to amend the Agreement to reflect the proper contracting entity; and

**WHEREAS**, for the reasons set forth herein, the Agency and Contractor 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:

As of January 1, 2017, Marina Landscape Maintenance, Inc., is no longer a party to this Agreement. All obligations and rights under the Agreement which previously designated Marina Landscape Maintenance, Inc. as the responsible party, shall be assigned to Brightview Landscape Services, Inc.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

**“AGENCY”  
SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN DEVELOPMENT  
AGENCY**

**“CONTRACTOR”  
BRIGHTVIEW LANDSCAPE  
SERVICES, INC.**

By: \_\_\_\_\_  
Mark D. Radecki, Chairman

By: \_\_\_\_\_  
Darin Sherlock, Branch Manager

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy Agency Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James M. Casso, Agency General Counsel



**EXHIBIT B**

BrightView Landscape Change Order No. 8 dated August 23, 2018

[Attached]

**SUCCESSOR AGENCY TO  
THE INDUSTRY URBAN-DEVELOPMENT AGENCY**

**CHANGE ORDER**

15625 E. Stafford St.  
City of Industry, CA 91744  
(626)333-2211

Change Order No. 8

Project Baker Parkway Slope  
Landscape Maintenance Contract No. GCD-0382 Date 08/23/2018

Type  
Project Landscape Maintenance Contractor Marina Landscape Maintenance, Inc.

Location City of Industry

**Explanation:**

Extend the maintenance period to August 31, 2020 for Baker Parkway Slopes and landscaped area under  
IBC-0379 Industry Business Center- Far West Grading

Extra Work by: X X \_\_\_\_\_  
Contract Items Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
	Landscape & Irrigation Maintenance				
1	Baker Parkway Slopes	24 Months	\$ 14,350.00	\$ 344,400.00	
2	IBC-0379	24 Months	\$ 11,750.00	\$ 282,000.00	
<b>TOTAL COST</b>				<b>\$626,400.00</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
		Other Additive	
		Total T & M	
		Pay This	
		<b>CHANGE ORDER</b>	<b>\$ 626,400.00</b> 140.67%

**CHANGE ORDER SUMMARY**

Original Contract Amount	\$445,290.00	% of Contract Amount
Total Previous Change Orders	\$ 475,675.00	106.82%
Total Change Orders	\$ 1,102,075.00	247.50%

Authorized by \_\_\_\_\_

Additional Working Days 730

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

 8-9-18  
Contractor Representative Date

Troy Helling, Acting City Manager Date

 8/9/18  
Joshua Nelson, Contract Agency Engineer Date

 8-9-18  
Gerardo Perez, Project Manager Date

C.O. # 8



8-7-2018

CNC Engineering

255 N Hacienda Blvd Suite 222

City of Industry CA. 91744

RE: Baker Parkway Slope

It is Brightview Landscape's interest in extending the monthly maintenance contract for the Baker Parkway slope from September 1<sup>st</sup> 2018 through August 31<sup>st</sup> 2020. BrightView will hold the current monthly maintenance price at \$26,100.00 per month.

A handwritten signature in blue ink, appearing to read "Darin Sherlock".

Darin Sherlock

Branch Manager

Greater OC

*SUCCESSOR AGENCY*

ITEM NO. 5.3



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

**TO:** Honorable Chairman and Members of the Successor Agency to the Industry Urban-Development Agency Board

**FROM:** Troy Helling, Acting Executive Director

**STAFF:** Joshua Nelson, Contract Agency Engineer, CNC Engineering *JM*  
Dev Birla, Project Manager, CNC Engineering *DB*

**DATE:** August 23, 2018

**SUBJECT:** Consideration of Amendment No. 1 to the Agreement for Consulting Services with Butsko Utility Design, Inc. in the amount of \$410,000.00 for a total Agreement amount not to exceed \$2,381,600.00, through December 31, 2020

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**Background:**

On July 18, 2013, the Successor Agency to the Industry Urban-Development Agency ("Agency") approved an Agreement for Consulting Services with Butsko Utility Design, Inc., ("BUTSKO") to provide utility design and engineering services for the Industry Business Center. The Agreement was assigned Consultant Contract No. 14-BUTSKO 13-01 MP 99-31#16, and is attached for reference as Exhibit A. The scope of this engineering work included development of the IPUC Master Utility Plan, IPUC Distribution System Studies and Design, and other construction support on the projects. The future transformer and Rule 16 service extensions to the future/new IBC East and West Buildings were not part of that original scope of work. In addition, feeder cabling for east side and second feeder from substation to west side were also not included in the scope. Staff is proposing that the aforementioned tasks be including during the remaining 2.5 year term of the agreement.

Based on the email proposal from BUTSKO, Table 1 below shows the amount of funds required to cover these tasks for the remaining part of the Agreement through December 31, 2020. The details of BUTSKO's email proposal is covered under Exhibit B.

Table 1- Remaining Work Summary:

Task #	Project Area	Description of Task	Estimate
1	IBC East Side- New Buildings	Rule 16 Transformers and Service Extensions for 13 New Buildings @\$15k Each	\$195,000
2	IBC West Side- New Buildings	Rule 16 Transformers and Service Extensions for 7 New Buildings @ \$15k Each	\$105,000
3	IBC East Side- Feeder Cabling	Feeder Cabling from substation for two circuits to PME Switches	\$60,000
4	IBC West Side- Second Feeder Circuit	New Circuit and Feeder Cabling from substation to PME Switches	\$50,000
		<b>Subtotal</b>	<b>\$410,000</b>

BUTSKO determined that there was additional design work performed in addition to the original planned proposal scope and is also included in the Exhibit B.

**Discussion:**

The design work under Rule 16 transformer and service extensions to all buildings on IBC east side and west side is absolutely necessary in order to provide electrical service to those buildings in a timely fashion. Feeder cable design work on both the east and west sides is required to provide reliable electric service and transfer of load between distribution circuits in an emergency in the event of loss of power on any circuit and for routine maintenance and future replacement of any main feeder equipment such as underground feeder cable or pad mount switch.

Amendment No. 1 includes a budget increase of \$410,000.00 in order to complete the required remaining design work which was not included in the original scope of work through the remaining period of this Agreement until December 31, 2020.

Table 2 – Project Summary

Agreement for Consulting Services	\$1,971,600.00
Amendment No. 1	\$ 410,000.00
<b>Total</b>	<b>\$2,381,600.00</b>

**Fiscal Impact:**

BUTSKO has submitted a request for a total budget increase of \$410,000.00 to perform this additional work for a total Agreement amount not to exceed \$2,381,600.00. CNC Engineering has reviewed the proposal and has found it to be in order. BUTSKO is listed in the Recognized Obligation Payment Schedule (ROPS) under Line Item No. 223 with an approved budget of \$120,000.00 on ROPS 18-19.

**Recommendation:**

1. It is recommended that the Agency approve Amendment No. 1 in the amount of \$410,000.00 to the Agreement for Consulting Services with Butsko Utility Design, Inc. for a total not to exceed agreement amount of \$2,381,600.00.

**Exhibits:**

- A. Amendment No. 1 to Agreement for Consulting Services with BUTSKO, dated August 23, 2018
  - B. Budget Increase Request from Butsko Utility Design, Inc., dated August 3, 2018
- 

TH/JN/DB:jv

**EXHIBIT A**

Amendment No. 1 to Agreement for Consulting Services with BUTSKO, dated August  
23, 2018

[Attached]



**AMENDMENT NO. 1  
TO AGREEMENT FOR CONSULTING SERVICES WITH  
BUTSKO UTILITY DESIGN, INC.**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 23<sup>rd</sup> day of August, 2018, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and Butsko Utility Design, Inc. (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about July 18, 2013, the Agreement was entered into and executed between the Agency and Consultant to provide utility design and engineering services for IPUC utility service and construction support for the Industry Business Center; and

**WHEREAS**, additional services which were not included in the original scope of work are required to complete the project, and it is therefore necessary to amend Exhibit A, Scope of Services page Exhibit A-1, and page Exhibit A-2 “Compensation” with a budget increase in the amount of \$410,000. The additional services include:

Design work for Rule 16 Transformers and Service Extensions for 13 Buildings on east side and 7 Buildings on west side and feeder cabling design work on both east and west side.

**WHEREAS**, for the reasons set forth herein, the Agency 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 5. Compensation**

The dollar figure of \$1,971,600 shall be amended, in all instances, to read \$2,381,600.

**Exhibit A, Scope of Services**

Exhibit A shall be amended to include the following additional work:

- IBC East Side - New Buildings Rule 16 Transformers and Service Extensions for 13 New Buildings
- IBC West Side - New Buildings Rule 16 Transformers and Service Extensions for 7 New Buildings
- IBC East Side - Feeder Cabling Feeder Cabling from substation for two circuits to PME Switches
- IBC West Side - Second Feeder Circuit New Circuit and Feeder Cabling from substation to PME Switches

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

**“AGENCY”**  
**SUCCESSOR AGENCY TO THE INDUSTRY**  
**URBAN-DEVELOPMENT AGENCY**

**“CONSULTANT”**  
**NV5 BUTSKO UTILITY DESIGN, INC.**

By: \_\_\_\_\_  
Mark D. Radecki, Chairman

By: \_\_\_\_\_  
Dave Pettersen, Group Manager-  
Distribution Services

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy Agency Secretary

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, Agency General Counsel

**EXHIBIT A TO AMENDMENT NO. 1:**

**AGREEMENT FOR CONSULTING SERVICES WITH BUTSKO UTILITY DESIGN,  
INC. (DATED JULY 18, 2013)**

## AGREEMENT FOR CONSULTING SERVICES

**THIS AGREEMENT FOR CONSULTING SERVICES** is entered into this 18<sup>th</sup> day of July, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **BUTSKO UTILITY DESIGN, INC**, a California Corporation ("Consultant").

### RECITALS

A. Agency has determined that it requires utility design and engineering services to provide IPUC utility service from a consultant for the Industry Business Center.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Scope of Work").

b. Project Manager. Consultant's Project Manager on this project will be Dave Pettersen, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Changes to Scope and Cost of Work. Agency or Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this Agreement, such changes must be mutually agreed upon between Consultant and Agency and incorporated in written amendments to this Agreement.

f. Time for Performance. Consultant shall commence the services on the Effective Date and perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B."

2. City Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2020, unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at \$1,971,600. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item,

based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31, 2013) has been approved for \$12,000. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of \$1,971,600 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement in an aggregate amount not to exceed \$ \_\_\_\_\_. Such amount may only be exceeded upon and pursuant to the prior written authorization by the Agency.

b. Expenses [check applicable provision]

The amount set forth in paragraph a shall include Consultant's fees for the services as well as the actual cost of any equipment, materials, and supplies incurred by consultant in performing the work contemplated by this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable).

Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit C. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City. In no event shall expenses exceed the sum of \_\_\_\_\_.

c. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Such material shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Agency, its respective officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision.



Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

b. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and shall indemnify, hold harmless and defend the Indemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

### 13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than \$2,000,000 per occurrence and for all covered losses and \$2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of \$1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability or Errors and Omissions Insurance as appropriate written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

(5) Pollution Liability Insurance. [check if applicable]

Pollution Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate.

b. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

c. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of Agency, from payments due Consultant, along with a reasonable administrative handling charge.

d. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

e. Consultant shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

f. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, attorneys, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

g. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

h. All insurance coverage provided pursuant to this Agreement should not prohibit Consultant, and Consultant's officers, employees, agents or subcontractors, from

waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives.

i. Any deductibles or self-insured retentions must be approved by the Agency. At the option of the Agency, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Agency or Consultant shall procure a bond guaranteeing payment of losses and expenses.

j. If Consultant is a Limited Liability Company, the general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

k. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the Agency, its employees, officials and agents.

l. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

m. Consultant agrees to be responsible for ensuring that no contact used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

n. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

o. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 12 of this Agreement.

p. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

#### 14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency  
15625 East Stafford Street  
City of Industry, California 91744  
Attn: Executive Director

With a copy to:

Richards, Watson & Gershon  
355 South Grand Avenue - 40<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: William L. Strausz, Esq.  
(213) 626-8484  
Fax: (213) 626-0078

If to Consultant:

Butkso Utility Design, Inc.  
26835 Jefferson Avenue, Suite A  
Murrieta, CA 92562  
Attn: Dave Petterson

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, *et. seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Compliance with Laws.

a. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

b. Compliance with Environmental Laws. [check if applicable]

Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15.

Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

Consultant understands that Agency will rely upon its reports, analysis and related data. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic and environmental condition of a site, and/or the soils and groundwater beneath a site, may be relied upon by the Agency, its program managers, consultants, attorneys and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils and groundwater beneath a site, and for the purpose of assessing the geotechnical, hydro- geological and/or environmental condition of a site and the ground and surface water on, under and in the area of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further environmental investigation, assessment, review or study is necessary, and so that the Agency and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then

exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of the services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs in addition to any other relief to which it may be entitled.

26. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

28. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

29. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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


WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT  
AGENCY

By:   
Kevin Radecki, Executive Director

BUTSKO UTILITY DESIGN, INC

By:   
GREGG A. BUTSKO, PRESIDENT

By:   
Dave Petersen, Treasurer



**EXHIBIT A**

**Scope of Services**



## Exhibit "A"

June 7, 2013

Mr. Kevin Radecki  
CITY OF INDUSTRY  
P.O. Box 3366  
15625 East Stafford Street  
City of Industry, CA 91744-0366

Dear Mr. Radecki:

**RE: PROPOSAL TO PROVIDE UTILITY DESIGN AND ENGINEERING SERVICES  
FOR THE INDUSTRY BUSINESS CENTER PROJECT.**

Butsko Utility Design, Inc. is pleased to have the opportunity to provide this proposal for utility design and engineering services to provide IPUC utility service to the Industry Business Center Project at City of Industry.

The Industry Business Center Project consists of approximately 400 acres west of Grand Avenue which includes the extension of Grand Crossings Parkway and "A" Street. In addition, the project includes approximately 200 acres east of Grand Avenue which includes the extension of "C" Street.

Industry Public Utility Commission (IPUC) is the electric utility that provides electric service to the Industry Business Center. This proposal includes the necessary design, engineering, technical studies, and coordination needed for IPUC to extend its 12kV electric distribution system to and within the Industry Business Center.

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

- IPUC Master Utility Planning
- IPUC Substructure Design
- IPUC Cable and Equipment Design
- Preparation of Circuit Operating Maps
- System Modeling of IPUC Distribution System
- Protective Relay & Short Circuit Study
- Bid Support
- Construction Phase Support
- Project and Field Meetings



## Exhibit "A"

Not include in this proposal are the designs and engineering for future on-site service extensions to individual buildings. These future service extensions will be proposed on separately once building plans and loads are known for each building.

We are initially requesting a \$12,000 budget authorization for our services from July 1<sup>st</sup>, 2013 through December 31<sup>st</sup>, 2013 (6 months). This initial budget request should cover our involvement in project meetings, scoping and scheduling activities, and work on designing IPUC electric temporary power services to construction office trailers.

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

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

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



Dave Pettersen

Senior Vice President

Enclosures



# Exhibit "A"

**EXHIBIT A-1**  
**SCOPE OF SERVICES**  
**UTILITY DESIGN AND ENGINEERING SERVICES**  
**INDUSTRY BUSINESS CENTER**

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Butsko Utility Design, Inc. (BUDI) will perform the following design, engineering, and technical studies for the City of Industry.

- I. IPUC Master Utility Plan**
  - Prepare coincident peak load forecast
  - Prepare master duct plan
  - Prepare master distribution circuit plan
  
- II. IPUC Substructure Design**
  - Prepare preliminary IPUC substructure plans
  - Prepare detailed IPUC substructure plans
  - Prepare final IPUC substructure plans & material list
  
- III. IPUC Cable and Equipment Design**
  - Prepare preliminary IPUC cable & equipment plans
  - Prepare detailed IPUC cable & equipment plans
  - Prepare final IPUC cable & equipment plans and material list
  
- IV. Preparation of Circuit Operating Maps**
  - Prepare preliminary circuit operating maps
  - Prepare final circuit operating maps
  - Prepare as-built circuit operating maps
  
- V. System Modeling of IPUC Distribution System**
  - Perform system modeling for IPUC's 12kV circuits
  - Perform load flow and balanced system studies
  - Distribution system modeling will be performed using SKM Power Tools, E-Tap, or similar electric system modeling programs.
  
- VI. Protective Relay & Short Circuit Study**
  - Prepare protective relay coordination study for distribution system
  - Prepare short circuit study for distribution system



## Exhibit "A"

### **VII. Bid Support**

- Assist the project team and City of Industry staff with bid support, documentation preparation, and responses to RFI questions.

### **VIII. Construction Phase Support**

- Assist City staff with construction support, documentation review, responses to construction RFI questions, and material submittal reviews.
- Assist with inspection of IPUC substructures installed by City's contractor.
- Assist with inspection of IPUC's high voltage contractor's work for the cabling and equipment installation work.
- Coordinate final inspection releases and scheduling of IPUC installation work and IPUC system energizing.

### **IX. Project and Field Meetings**

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



# Exhibit "A"

**EXHIBIT B**  
**LETTER OF UNDERSTANDING**  
**UTILITY DESIGN AND ENGINEERING SERVICES**  
**INDUSTRY BUSINESS CENTER**

This letter formalizes the agreement between Butsko Utility Design, Inc. and the City of Industry with regard to utility design and engineering and services for the Industry Business Center Project.

These fees are subject to change 90 days from proposal date.

**SCOPE OF WORK AND FEES:** See attached Scope of Work and Fee Schedule Exhibits.

**COSTS:** Butsko Utility Design, Inc. will bill monthly based upon the attached Fee Schedule. Reimbursable costs are not included in these fees and will be billed to the City of Industry.

**RETAINER:** A retainer in the amount of \$-0- is required concurrently with the executed proposal.

**PAYMENT TERMS:** Butsko Utility Design, Inc. bills on a monthly basis with payment due net 30 days from date of invoice.

**LATE FEES:** The City of Industry shall pay Butsko Utility Design, Inc. compensation for the services rendered by it in accordance with the established fee accounts. Any past due payments will be charged a late fee of 1.5% per month from the date past due until paid.

**ATTORNEY FEES AND COSTS:** This contract is governed by the laws of the State of California. If any action at law or in equity is necessary to enforce or interpret the terms of the contract, or if brought in the form of arbitration, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to other relief to which such party may be entitled.

Should any action be taken to collect past due amounts, the City of Industry agrees to pay for any and all costs of collection including, but not limited to, attorney's fees, court costs, expert fees and expenses incurred in the collection efforts.

**FAILURE TO PAY:** Should any payment become past due, Butsko at its sole discretion can cease performance under this contract until past due balance is brought current and such non-payment will be considered a material breach of the terms of the contract.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
CITY OF INDUSTRY

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

  
\_\_\_\_\_  
Dave Pettersen  
Senior Vice President  
BUTSKO UTILITY DESIGN, INC.

Date: June 7, 2013



## **EXHIBIT B**

### **Project Timeline**

## **EXHIBIT B**

### **Project Timeline**

**Start date: July 18, 2013**

**Estimated end of construction: December 31, 2020**

**Upon the start of construction a more detailed project schedule will be established.**



**EXHIBIT C**

**Professional Fee Schedule  
Hourly Rates**

# Exhibit "C"

**EXHIBIT A-2**  
**STANDARD SERVICE FEES**  
**UTILITY DESIGN AND ENGINEERING SERVICES**  
**INDUSTRY BUSINESS CENTER**

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*The following fees will be billed monthly basis as a percentage of work is completed.*

<b>I.</b>	<b>IPUC Master Utility Plan</b>	<b>\$ 98,580</b>
<b>II.</b>	<b>IPUC Substructure Design</b>	<b>\$492,900</b>
<b>III.</b>	<b>IPUC Cable and Equipment Design</b>	<b>\$690,060</b>
<b>IV.</b>	<b>Preparation of Circuit Operating Maps</b>	<b>\$ 49,290</b>
<b>V.</b>	<b>System Modeling of IPUC Distribution System</b>	<b>\$197,160</b>
<b>VI.</b>	<b>Protective Relay &amp; Short Circuit Study</b>	<b>\$ 98,580</b>
<b>VII.</b>	<b>Bid Support</b>	<b>\$ 98,580</b>
<b>VIII.</b>	<b>Construction Phase Support</b>	<b>\$197,160</b>
<b>IX.</b>	<b>Project and Field Meetings</b>	<b><u>\$ 49,290</u></b>
<b>Total</b>		<b>\$1,971,600</b>



# Exhibit "C"

**EXHIBIT A-3**  
**REIMBURSEMENT SCHEDULE**  
**UTILITY DESIGN AND ENGINEERING SERVICES**  
**INDUSTRY BUSINESS CENTER**

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## Reimbursables:

The following will be billed monthly:

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

## Hourly Rate Schedule:

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



STANDARD SERVICE FEES and REIMBURSEMENT SCHEDULE

Exhibit "C"

Industry Business Center														
Labor Classification		Principal	Engineer	Project Coordinator	Designer	Assistant Designer	Sub-Total Labor Hours	Sub-Total Labor Cost	Freight	Reproduction	Telephonic	Travel	Subtotal Reimbursable	TOTAL AMOUNT (Labor/Reimb.)
Task		\$	\$	\$	\$	\$			Estimated Reimbursable	Estimated Reimbursable	Estimated Reimbursable	Estimated Reimbursable		
I. IPUC Master Utility Plan		120	120	95	120	140	595	\$ 96,150.00	\$ 300	\$ 500	\$ -	\$ 1,630	\$ 2,430	\$ 96,580
II. IPUC Substructure Design		600	600	475	600	700	2975	\$ 480,750.00	\$ 1,500	\$ 2,500	\$ -	\$ 4,150	\$ 12,150	\$ 492,500
III. IPUC Cable & Equip Design		800	800	600	800	900	4100	\$ 677,000.00	\$ 1,500	\$ 2,500	\$ -	\$ 4,000	\$ 12,000	\$ 690,000
IV. Preparation of Circuit Operating Maps		60	60	45	60	70	295	\$ 47,800.00	\$ 300	\$ 500	\$ -	\$ 690	\$ 1,490	\$ 49,290
V. System Modeling of IPUC Dist System		240	240	190	240	280	1190	\$ 192,300.00	\$ 600	\$ 1,000	\$ -	\$ 2,200	\$ 4,800	\$ 197,100
VI. Protective Relay and Short Circuit Study		120	120	95	120	140	595	\$ 96,150.00	\$ 300	\$ 500	\$ -	\$ 1,630	\$ 2,430	\$ 96,580
VII. Bid Support		120	120	95	120	140	595	\$ 96,150.00	\$ 300	\$ 500	\$ -	\$ 1,630	\$ 2,430	\$ 96,580
VIII. Construction Phase Support		240	240	190	240	280	1190	\$ 192,300.00	\$ 600	\$ 1,000	\$ -	\$ 2,200	\$ 4,800	\$ 197,100
IX. Project and Field Meetings		160	20	30	20	20	340	\$ 45,500.00	\$ -	\$ -	\$ -	\$ 1,790	\$ 1,790	\$ 47,290
<b>TOTAL LABOR HOURS</b>		<b>2540</b>	<b>2400</b>	<b>1805</b>	<b>2400</b>	<b>2850</b>	<b>11795</b>							
<b>TOTAL LABOR COST</b>								<b>\$ 1,924,700</b>						
<b>TOTAL REIMBURSABLE</b>													<b>\$ 46,500.00</b>	
<b>OVERALL TOTAL</b>														<b>\$ 1,971,200</b>

**EXHIBIT B**

Budget Increase Request from Butsko Utility Design, Inc., dated August 3, 2018

[Attached]

IPUC Cabling Projects  
for  
Industry Business Center

Task	Project Area	Design Budget Estimate	Description
1	IBC East Side - Feeder Cabling	\$ 60,000	Feeder Cabling from the Substation (1,000 KCMIL) and PME Switches for ultimate build out and load. Two 12KV circuits.
2	IBC East Side - New Buildings	\$ 195,000	Rule 16 Transformer and Service Extensions to new buildings (13 @ \$15K ea).
3	IBC West Side - Feeder Cabling & Street Lights	\$ -	This feeder cabling project (including st lts) is already in design and existing contract will cover it. <b>No additional budget needed.</b>
4	IBC West Side - 2nd Feeder Circuit from Substation.	\$ 50,000	New Circuit and Feeder Cabling from the Substation (1,000 KCMIL) for ultimate build out and load.
5	IBC West Side - New Buildings	\$ 105,000	Rule 16 Transformer and Service Extensions to new buildings (7 @ \$15K ea).
		\$ 410,000	