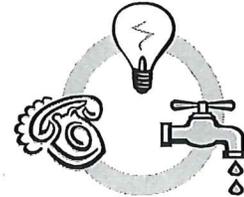


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

REGULAR MEETING AGENDA  
JUNE 15, 2017 9:00 A.M.



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



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

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## Addressing the Commission:

- ▶ **Agenda Items:** Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the Commission on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Commission from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

## Americans with Disabilities Act:

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

## Agendas and other writings:

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

1. Call to Order
2. Flag Salute
3. Roll Call

4. Public Comments

5. **BOARD MATTERS**

5.1 Consideration of the Register of Demands.

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

5.2 Consideration of the Request to Publish and Receive Proposals for Environmental Services for the Industry Public Utilities Commission Electrical Distribution Network and Facilities.

*RECOMMENDED ACTION: Approve the Agreement.*

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

*RECOMMENDED ACTION: Receive and file the report.*

6. Adjournment. Next regular meeting: Thursday, July 20, 2017 at 9:00 a.m.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.1

**Industry Public Utilities Commission**  
 Authorization For Payment of Bills  
 Meeting of June 15, 2017

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
560	Industry Public Utilities	6,379.29
TOTAL ALL FUNDS		6,379.29

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	Bank of America	6,379.29
TOTAL ALL BANKS		6,379.29

APPROVED PER CITY MANAGER

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**Industry Public Utilities Commission**  
**Board Meeting**  
**June 15, 2017**

P.1

Check	Date	Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>			
40333	05/16/2017	CITY OF INDUSTRY-PETTY CASH	\$92.80
	Invoice		
	05/11/17	REIMBURSE PETTY CASH - 2/17-4/20/17	\$92.80
40334	06/15/2017	BRYAN PRESS	\$117.66
	Invoice		
	0077036-IPUC	REVERSE FLAP ENVELOPES - IPUC	\$117.66
40335	06/15/2017	INDUSTRY PUBLIC UTILITIES	\$1,400.00
	Invoice		
	MAY-17	REIMBURSE PAYROLL - MAY 2017	\$1,400.00
40336	06/15/2017	ROWLAND WATER DISTRICT	\$4,768.83
	Invoice		
	I-04302017-A	CONTRACT SVC - APRIL 2017	\$2,919.28
	I-04302017-B	CONTRACT SVC - APRIL 2017	\$1,849.55

Checks	Status	Count	Transaction Amount
Total			\$6,379.29
		4	

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.2



# INDUSTRY PUBLIC UTILITIES COMMISSION

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

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

Paul J. Philips, Public Utilities Director  
James M. Casso, General Counsel  
Diane M. Schlichting, Assistant Secretary

## MEMORANDUM

**TO:** Honorable President Radecki and Commission Board Members

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

**STAFF:** Tim Kolset, Project Manager

**DATE:** June 15, 2017

**SUBJECT:** Consider the Request to Publish and Receive Proposals for Environmental Services of the Industry Public Utilities Commission Electrical Distribution Network and Facilities

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Industry Public Utilities Commission (IPUC) staff has prepared a Request for Proposals (“RFP”) for Environmental Services Electrical Distribution Network and Facilities. This shall include, but is not limited to IPUC lands, premises, facilities and electrical network. The RFP will consist of clean-up, removal, disposal and consultant services provided on an as needed basis for IPUC facilities including, at a minimum, emergency response and on-call services, and compliance, permitting and reporting to ensure that hazardous materials, chemicals and liquids that have leaked, spilled or overflowed are cleaned, removed and disposed of in accordance with all applicable local, state, and federal requirements and in accordance with environmental best practices.

IPUC staff is recommending that the IPUC approve IPUC and City Staff to publish the RFP document on the City’s PlanetBids web portal and to receive proposals for IPUC Environmental Services.

### RFP Scope

#### **Containment and Storage**

Contractor will perform the necessary tasks and functions to contain and store hazardous or potentially hazardous materials, chemicals, liquids, soils and electrical equipment, including, but not limited to actions needed in the event of an unexpected and/or expected spill, rupture, leak, and/or overflow.

### **Clean-up and Restoration**

Contractor will perform the necessary tasks and functions to clean-up and/or restore the facilities, premises, and/or equipment to pre-contamination levels or to the best level possible as agreed upon by both the Contractor and IPUC.

### **Removal and Disposal**

Contractor will perform the necessary tasks and functions to remove and dispose of hazardous or non-hazardous materials, chemicals, liquids, soils and electrical equipment.

### **Compliance and Permitting**

Contractor will assist and, if requested by the IPUC or IPUC staff, obtain the necessary compliance and/or permits needed to contain, restore, remove and dispose of hazardous or potentially hazardous materials, chemicals, and liquids as required by local, state, and federal laws and regulations.

### **Emergency Response**

In the event of an emergency situation requiring immediate action, and or oversight, Contractor will assist the IPUC and IPUC staff in the required actions needed to contain, clean, remove, dispose and restore the IPUC lands, premises, facilities, equipment and electrical network to a condition acceptable and allowable by local, state and federal regulations. Contractor will be available for emergency response on a 24 hour/7 day a week basis and be able to respond within two (2) hours and be onsite within four (4) hours of an emergency call to assess and dispatch the appropriate personnel, machinery and equipment necessary to contain and address the emergency situation.

### **Training & Consulting**

If requested or required, Contractor will provide training and consulting services to the IPUC and IPUC staff for hazardous material containment, clean-up, removal, disposal and restoration.

### **Reporting**

At the completion of the requested Environmental Services, Contractor will provide reports and documentation on the incident and work within business 10 days or as required by applicable laws, rules and regulations, in digital format that will include, at a minimum the following:

- Documentation on type and severity of contamination and/or spill.
- Clean-up method and amounts of captured contamination, hazardous, or potentially hazardous materials, chemicals, and/or liquid.
- Method of removal and disposal, including facilities and equipment utilized.
- Recommendations and/or action taken in the restoration of the IPUC lands, premises, facilities, equipment and electrical network.

### **Fiscal Impact**

The IPUC anticipates a contract amount not-to-exceed \$30,000 over a three (3) year period. The contract will be presented to the IPUC for award consideration.

### **Recommendation**

IPUC staff is recommending that the IPUC approve to publish and receive proposals for the IPUC environmental services on the City of Industry's Planetbids web portal.

### **Exhibits**

- A. Request for Proposals ("**RFP**") for Environmental Services for the Industry Public Utilities Commission Electrical Distribution Network and Facilities.

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PJP/TK

**EXHIBIT A**

**Request for Proposals (“RFP”) for Environmental Services for the Industry Public  
Utilities Commission Electrical Distribution Network and Facilities  
[Attached]**

**Request for Proposals (“RFP”)**  
**For**  
**Environmental Services for the Industry Public**  
**Utilities Commission Facilities and Network**



**Issued By**



**Industry Public Utilities Commission**

**June 7, 2017**

15625 Stafford Street  
City of Industry, CA 91744-3900  
Telephone: 626-333-2211

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## Publication Notice

**FOR PUBLICATION**

### **INDUSTRY PUBLIC UTILITIES COMMISSION**

REQUEST FOR PROPOSALS (“RFP”) FOR ENVIRONMENTAL SERVICES FOR  
THE INDUSTRY PUBLIC UTILITIES COMMISSION FACILITIES AND NETWORK  
Contract No. 2017-1023

The **INDUSTRY PUBLIC UTILITIES COMMISSION**, hereinafter referred to as the **IPUC**, will receive proposals for “Request for Proposals for Environmental Services for the Industry Public Utilities Commission Facilities and Network” for Contract No. 2017-1023 until **5:00 P.M.** on **July 21, 2017** via City of Industry PlanetBids Vendor Portal. No paper, mailed or emailed proposals will be accepted. All proposals must be submitted through the City of Industry’s PlanetBids Vendor Portal <http://www.cityofindustry.org/?p=proposal-and-bid>.

It is the responsibility of the proposers to make sure the proposal is submitted through the City of Industry PlanetBids Vendor Portal prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered.

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



**NOTICE TO PROPOSERS**

In addition to invitations issued to prospective proposers, a public notice will be published in the local newspaper and posted on the City’s PlanetBids Vendor Portal to solicit additional proposals from any other interested contractors.

There may be one or more amendments to this solicitation. All amendments will be released through the City’s PlanetBids Vendor Portal. Amendments will not be emailed directly to proposers.

**RFP Reference**                      **Request for Proposals for Environmental Services for the IPUC Facilities and Network**

**Company Name** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

**Telephone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Amendments will be issued via the City’s PlanetBids Vendor Portal only.** Any alteration to the documents by the proposer, other than the described modified pricing for a modified work scope may be grounds for rejection of such proposal or cancellation of any subsequent award.

## 1. Summary

The IPUC requests proposals from qualified contractors to provide environmental services for IPUC lands, premises, facilities and electrical network, including, at a minimum, the containment, removal, disposal and clean-up of materials, chemicals, liquids, soils and electrical equipment, as requested by the IPUC and/or IPUC Staff.

The RFP's objective is to select a Contractor to provide environmental services requested herein for a 3-year term, beginning September 1, 2017.

Included with this request for qualifications is the IPUC's Maintenance Services Agreement to be executed with the successful Contractor(s).

The following contractual terms are non-negotiable and included in the standard Maintenance Services Agreement:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

By submitting a proposal, the Contractor agrees to the terms and conditions set forth in the standard Maintenance Services Agreement.

The RFP describes and specifies the scope of work, identifies equipment responsibility, outlines proposal requirements and summarizes the IPUC's evaluation criteria.

The Contractor will be responsible for providing environmental services to ensure that the IPUC's lands, premises, facilities, equipment and network are operated in an environmentally safe manner and in compliance with Federal, State and Local environmental provisions required for operation of the IPUC electrical system. In addition, the contractor will also be required to provide written and electronic documentation to the IPUC detailing existing and potential environmental issues, as well as, recommendations on the permitting, services and/or equipment needed to bring the facilities into compliance.

The Contractor will notify and coordinate with the IPUC Staff, Consultants and Representatives on matters relating to the equipment and services performed on the IPUC Facilities and Electrical Network. Proposers must provide qualifications, proposed job titles and hourly rates for environmental services.

The IPUC seeks to select a provider that utilizes best management practices and incorporates the recommended work scope to maintain environmental compliance at the lowest cost.

Complete proposals are due not later than 5:00 P.M. PST, July 21, 2017.

The IPUC at its discretion, may interview Contractors to discuss their proposals.

The IPUC reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

**1.1. Schedule and Process**

RFP Announcement and Issuance .....	June 16 , 2017
Proposal Submittal Date .....	July 21, 2017
Contractor Interview (if desired by IPUC) .....	July 26, 2017
Environmental Services Contractor IPUC Commission Approval .....	August 17, 2017
IPUC Environmental Services Begin .....	September 1, 2017

**1.2. City of Industry Contact(s)**

Primary                      City of Industry  
   Kristen Weger, Administrative Analyst  
   626-333-2211  
   [kweger@cityofindustry.org](mailto:kweger@cityofindustry.org)

**2. IPUC Electrical Network and Facilities**

The IPUC owns and operates an underground 12kV Distribution Network, including conduits, transformers, SF6 gas switchgear, NiCad batteries and vaults, that serve the IPUC residential and business customers. The IPUC’s electrical network is backed-up by SCE’s distribution and sub-transmission grids via multiple Wholesale Distribution Access Tariff points as well as, an IPUC owned 66kV/12kV Substation.

**3. Scope of Services**

The IPUC is seeking a Contractor to perform Environmental Services, defined as the containment, removal, disposal and clean-up of potentially hazardous or hazardous materials, chemicals, liquids, soils and electrical equipment, as well as, other environmental services and permits required to store, contain and dispose of hazardous and non-hazardous materials, chemicals, liquids soils and electrical equipment applicable to the IPUC lands, premises, facilities, equipment and electric network. In addition to the Environmental Services, the Contractor will assist the IPUC staff, as needed, with research and recommendations on local, state and federal environmental compliance needed to ensure IPUC lands, premises, facilities, equipment and electrical network are in compliance with local, state and federal laws and regulations.

Environmental Services will include but not be limited to:

- Vault pumping, including at a minimum, the pumping and removal of water, chemicals and materials that has inundated the IPUC underground vaults
- Equipment and facilities clean-up of including, at a minimum, soil excavation and appropriate waste disposal
- Transportation of equipment, hazardous waste and/or non-hazardous waste to an appropriate waste/recycling facility(s)

Contractor will provide and be responsible for the necessary equipment, machinery, materials and personnel to conduct the Environmental Services and work with the IPUC to prevent hazardous contamination of nearby facilities and property as well as advise and report to the IPUC on damage, contamination, clean-up and preventive measures to ensure compliance with local, state and federal laws, rules and regulations. All personnel performing the services set forth herein shall have the requisite training, skills and licenses required to perform the work and all work shall be performed in compliance with local, state and federal laws, rules and regulations.

### **3.1. Containment and Storage**

Contractor will perform the necessary tasks and functions to contain and store hazardous or potentially hazardous materials, chemicals, liquids, soils and electrical equipment, including, but not limited to actions needed in the event of an unexpected and/or expected spill, rupture, leak, and/or overflow.

### **3.2. Clean-up and Restoration**

Contractor will perform the necessary tasks and functions to clean-up and/or restore the facilities, premises, and/or equipment to pre-contamination levels or to the best level possible as agreed upon by both the Contractor and IPUC.

### **3.3. Removal and Disposal**

Contractor will perform the necessary tasks and functions to remove and dispose of hazardous or non-hazardous materials, chemicals, liquids, soils and electrical equipment.

### **3.4. Compliance and Permitting**

Contractor will assist and, if requested by the IPUC or IPUC staff, obtain the necessary compliance and/or permits needed to contain, restore, remove and dispose of hazardous or potentially hazardous materials, chemicals, and liquids as required by, and in compliance with, local, state, and federal laws and regulations.

### **3.5. Emergency Response**

In the event of an emergency situation requiring immediate action, and or oversight, Contractor will assist the IPUC and IPUC staff in the required actions needed to contain, clean, remove, dispose and restore the IPUC lands, premises, facilities, equipment and electrical network to a condition acceptable and allowable by local, state and federal regulations. Contractor will be available for emergency response on a 24 hour/7 day a week basis and be able to respond within two (2) hours and be onsite within four (4) hours of an emergency call to assess and dispatch the

appropriate personnel, machinery and equipment necessary to contain and address the emergency situation.

### **3.6. Training & Consulting**

If requested or required, Contractor will provide training and consulting services to the IPUC and IPUC staff for hazardous material containment, clean-up, removal, disposal and restoration.

### **3.7. Reporting**

At the completion of the requested Environmental Services, Contractor will provide reports and documentation on the incident and work within business 10 days or as required by applicable laws, rules and regulations, in digital format that will include, at a minimum the following:

- Documentation on type and severity of contamination and/or spill.
- Clean-up method and amounts of captured contamination, hazardous, or potentially hazardous materials, chemicals, and/or liquid.
- Method of removal and disposal, including facilities and equipment utilized.
- Recommendations and/or action taken in the restoration of the IPUC lands, premises, facilities, equipment and electrical network.

## **4. Proposal Response**

Where explicitly requested, information must be included with your Proposal. Incomplete or missing information may constitute grounds for rejection of the submission.

Hand delivery, express delivery, faxed and postmarked proposals will not be accepted. All proposals must be submitted through the City's PlanetBids Vendor Portal.

The following items must be provided. Follow the stated order and organization of the response.

### **4.1. Cover Letter**

Provide a brief, dated cover letter identifying the Contractor's business and the primary contact.

Include a statement that the pricing will remain valid for a minimum period of 90 days.

The letter must be signed by an individual authorized to bind the company.

### **4.2. Overview**

Provide an overview of the business and its history. Include the following specifics:

- Date business was established.
- Type of business (e.g., -sole proprietorship, partnership, corporation), state of domicile (and, if not California, whether it is qualified to do business in California), list all owners, partners and/or officers.
- Locations, specifying which location will be responsible for this work.
- Information on business licenses, bonding capacity and company safety record.

- List of appropriate permits/licenses to conduct environmental services in the State of California.
- Information relative to similar services provided to other clients.
- References for at least five similar clients over the last five years.
- List and introduction of proposed subcontractors.

#### **4.3. Financial and Insurance**

Provide three (3) credit references and additional information that establishes sound financial condition. For details of the insurance requirements, refer to the attached IPUC's Maintenance Services Agreement.

#### **4.4. Experience Profile**

Provide a minimum of five (5) descriptions (limit of one page each) of projects (preferably for public agencies) where the business is currently providing environmental services. Each description should include the following:

- Dates of service (start and end)
- Name of client and client reference/contact information
- Name of service, city/client
- Services provided (monitoring, reporting, containment, removal, etc.) length of time providing services

#### **4.5. Project Support and Personnel**

Please describe how the business is organized to provide environmental services. Include the following:

- Contractor designated point of contact
- Resume for designated point of contact
- Staff available to support project
- Resumes of key staff
- List of proposed subcontractors and qualifying experience, licenses and references

#### **4.6. Pricing Data**

The Contractor hourly rates will be fixed over the term of the Maintenance Services Agreement and billed on a time and materials basis as requested by the IPUC and IPUC staff.

Hourly rates will be billed on a time and material basis, with agreed-upon response times for the personnel qualified to perform the necessary services.

Hourly rates for personnel shall be specified for all anticipated services including containment, removal, disposal, etc. and permitting and consulting support. Contractor pricing shall include subcontractor pricing.

Provide one (1) matrix with price components, organized as follows:

Environmental Services	
1) Job Title	\$/hour
2) Vehicle and Equipment	Provide rate schedule*
3) Analytical Costs from the Laboratory (including Title 22, VOCs, TPH (Oil & Grease))	\$
4) Disposal costs (non-hazardous liquids; non-hazardous soils; hazardous liquids; hazardous soils)	\$/gallon or \$/pound
5) Environmental Surcharges	%
6) Washout charge for vaults	\$/minute

\* Can be provided as a separate attachment

## 5. Evaluation Criteria

The proposal evaluation criteria for selecting the Contractor will include the following criteria and weighting:

<p><b>Hourly Pricing</b> Qualified Personnel and Staff based on the scope of services identified in Section 3.</p>	34%
<p><b>Qualifications:</b> Company licensing, financial stability and insurance compliance determine minimum eligibility of respondents. Contractor can differentiate by demonstrating superior, relevant experience and technical knowledge.</p>	33%
<p><b>Response Time:</b> The availability of nearby personnel should enable the Contractor to reduce response time and the cost of response for service and repair operations.</p>	33%



## Appendices

## Appendix 1 - Containment, Removal, Disposal and Clean-up

### Containment, Removal, Disposal and Clean-up

- Pertains to the performance of the environmental service, needed or requested for the IPUC's facilities or electrical network. Billable per Hourly Rate

### Response time

- Response time of less than two hours upon receiving notification from IPUC's 24/7 Dispatcher, including proposal for corrective action within that time; Included in Billable per Hourly Rate
- Site attendance within less than four hours upon confirmed corrective action plan;
- 24/7 availability of service.

Travel expenses will not be reimbursed by the IPUC

Not Billable

**Appendix 2 – Maintenance Services Agreement (“MSA”)**

**INDUSTRY PUBLIC UTILITIES COMMISSION  
MAINTENANCE SERVICES AGREEMENT**

This MAINTENANCE SERVICES AGREEMENT (“**Agreement**”), is made and effective as of **INSERT DATE** (“**Effective Date**”), between the Industry Public Utilities Commission, a municipal corporation (“**IPUC**”) and **INSERT NAME OF CONSULTANT AND TYPE OF LEGAL ENTITY** [i.e.-limited liability company, corporation, partnership, etc.] (“**Consultant**”). The IPUC and Consultant are hereinafter collectively referred to as the “**Parties**”.

**RECITALS**

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

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

**1. TERM**

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

**2. SERVICES**

(a) Consultant shall perform the tasks (“**Services**”) described and set forth in **Exhibit A** attached hereto and incorporated herein as though set forth in full (“**Scope of Services**”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the IPUC.. In the event of conflict or inconsistency between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPUC and in a first-class manner in conformance with the standards of quality normally observed by an entity providing **INSERT TYPE OF SERVICES**, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require

Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) IPUC has not consented in writing to Consultant's performance of such work. No officer or employee of IPUC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the IPUC. If Consultant was an employee, agent, appointee, or official of the IPUC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the IPUC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

### 3. MANAGEMENT

IPUC's **INSERT STAFF RESPONSIBLE FOR THE PROJECT** shall represent the IPUC in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

### 4. PAYMENT

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

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

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

payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. LABOR CODE AND PREVAILING WAGES**

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "**Public Works**" and "**Maintenance**" projects. If the Services are being performed as part of an applicable "**Public Works**" or "**Maintenance**" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. IPUC shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the IPUC, and their elected and/or appointed officials, officers, employees and agents (collectively, the "**Indemnified Parties**"), from and against any liability (including, without limitation, liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and

enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

(a) The IPUC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the IPUC suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

## **7. OWNERSHIP OF DOCUMENTS**

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

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

## **8. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses, including, without limitation, legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including, without limitation, liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

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

## **9. INSURANCE**

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

## **10. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the IPUC a wholly independent consultant and/or independent contractor. The personnel performing the services under

this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither IPUC nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPUC. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPUC, or bind the IPUC in any manner.

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

**11. LEGAL RESPONSIBILITIES**

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

**12. UNDUE INFLUENCE**

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

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

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

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

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPUC's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPUC, voluntarily provide declarations, letters of



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

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

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

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

**18. ENTIRE AGREEMENT**

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

**19. SEVERABILITY**

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

enforced to the fullest extent permitted by law.

**20. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Copies of this Agreement bearing signatures shall be as binding as originals.

**21. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement. The parties hereto hereby acknowledge and agree that (a) each such party has been represented by, and consulted, with such party's own, independent counsel, and such other professional advisors as such party has deemed appropriate, relating to any and all matters contemplated under this Agreement, (b) each such party and such party's counsel and advisors have reviewed this Agreement, (c) each such party has agreed to enter into this Agreement following such review and the rendering of such advice, (d) each party waives the benefits of California Civil Code Section 1654, and (e) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

**22. WAIVER**

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

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

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



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

**“IPUC”**  
**Industry Public Utilities Commission**

**“CONSULTANT”**  
**INSERT NAME OF COMPANY**

By: \_\_\_\_\_  
Paul J. Philips, Public Utilities Director

By \_\_\_\_\_  
**Name, Title**

**Attest:**

By: \_\_\_\_\_  
Diane M .Schlichting, Commission Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Anthony Bouza, General Counsel

- |              |           |                        |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Scope of Services      |
|              | Exhibit B | Rate Schedule          |
|              | Exhibit C | Insurance Requirements |

## EXHIBIT A

### SCOPE OF SERVICES

#### \*\*Services may be modified based on response to the RFP\*\*

The IPUC is seeking a Contractor to perform Environmental Services, defined as the containment, removal, disposal and clean-up of potentially hazardous or hazardous materials, chemicals, liquids, soils and electrical equipment, as well as, other environmental services and permits required to store, contain and dispose of hazardous and non-hazardous materials, chemicals, liquids soils and electrical equipment applicable to the IPUC lands, premises, facilities, equipment and electric network. In addition to the Environmental Services, the Contractor will assist the IPUC staff, as needed, with research and recommendations on local, state and federal environmental compliance needed to ensure IPUC lands, premises, facilities, equipment and electrical network are in compliance with local, state and federal laws and regulations.

Environmental Services will include but not be limited to:

- Vault pumping, including, at a minimum, the pumping and removal of water, chemicals and materials that has inundated the IPUC underground vaults
- Equipment and facilities clean-up of including, at a minimum, soil excavation and appropriate waste disposal
- Transportation of equipment, hazardous waste and/or non-hazardous waste to an appropriate waste/recycling facility(s)

Contractor will provide and be responsible for the necessary equipment, machinery, materials and personnel to conduct the Environmental Services and work with the IPUC to prevent hazardous contamination of nearby facilities and property as well as advise and report to the IPUC on damage, contamination, clean-up and preventive measures to ensure compliance with all local, state and federal laws, rules and regulations.

#### **1. Containment and Storage**

Contractor will perform the necessary tasks and functions to contain and store hazardous or potentially hazardous materials, chemicals, liquids, soils and electrical equipment, including, but not limited to actions needed in the event of an unexpected and/or expected spill, rupture, leak, and/or overflow.

#### **2. Clean-up and Restoration**

Contractor will perform the necessary tasks and functions to clean-up and/or restore the facilities, premises, and/or equipment to pre-contamination levels or to the best level possible and agreed upon by both the Contractor and IPUC.

#### **3. Removal and Disposal**

Contractor will perform the necessary tasks and functions to remove and dispose of hazardous or non-hazardous materials, chemicals, liquids, soils and electrical equipment.

#### **4. Compliance and Permitting**

Contractor will assist and, if requested by the IPUC or IPUC staff, obtain the necessary compliance and/or permits needed to contain, restore, remove and dispose of hazardous or potentially hazardous materials, chemicals, and liquids as required by local, state, and federal laws, rules and regulations.

### **5. Emergency Response**

In the event of an emergency situation requiring immediate action, and or oversight Contractor will assist the IPUC and IPUC staff in the required actions needed to contain, clean, remove, dispose and restore the IPUC lands, premises, facilities, equipment and electrical network to a condition acceptable and allowable by local, state and federal regulations. Contractor will be available for emergency response on a 24 hour/7 day a week basis and be able to respond within two (2) hours and be onsite within four (4) hours of an emergency call to assess and dispatch the appropriate personnel, machinery and equipment necessary to contain and address the emergency situation.

### **6. Training & Consulting**

If requested or required, Contractor will provide training and consulting services to the IPUC and IPUC staff for hazardous material containment, clean-up, removal, disposal and restoration.

### **7. Reporting**

At the completion of the requested Environmental Services, Contractor will provide reports and documentation on the incident and work within business 10 days or as required by applicable laws, rules and regulations, in digital format that will include, at a minimum the following:

- Documentation on type and severity of contamination and/or spill.
- Clean-up method and amounts of captured contamination, hazardous, or potentially hazardous materials, chemicals, and/or liquid.
- Method of removal and disposal, including facilities and equipment utilized.
- Recommendations and/or action taken in the restoration of the IPUC lands, premises, facilities, equipment and electrical network.



EXHIBIT B

RATE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000.00 per occurrence, \$10,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Pollution Liability form or other form acceptable to the IPUC providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$5,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

**Proof of insurance.** Consultant shall provide certificates of insurance to IPUC as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by IPUC's Risk Manager prior to commencement of performance. Current

certification of insurance shall be kept on file with IPUC at all times during the term of this contract. IPUC reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPUC shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of IPUC before the IPUC's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPUC.

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

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

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

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to IPUC for review.

**IPUC's right to revise specifications.** The IPUC reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the IPUC and Consultant may negotiate the allocation of responsibility between IPUC and Consultant with respect to such additional cost.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the IPUC. The IPUC reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the IPUC.

**Timely notice of claims.** Consultant shall give the IPUC prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.



**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.