INDUSTRY PUBLIC UTILITIES COMMISSION
CITY OF INDUSTRY

SPECIAL MEETING AGENDA
AUGUST 24, 2017 8:30 A.M.
(Immediately following the conclusion of the Successor Agency to the Industry Urban-Development Agency Meeting)
President Mark D. Radecki
Commissioner Abraham N. Cruz
Commissioner Catherine Marcucci
Commissioner Cory C. Moss
Commissioner Newell W. Ruggles

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

Addressing the Commission:

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

- ***Public Comments (Agenda Items Only):*** *During public comments, if you wish to address the Commission during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Commission concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

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

Agendas and other writings:

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

1. Call to Order

2. Flag Salute

3. Roll Call

4. Public Comments

5. **BOARD MATTERS**

5.1 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 award of Contract No. 2017-1023, for Environmental Services, to United Pumping Services, in the amount not-to-exceed $30,000.00, from August 24, 2017 to August 24, 2020

RECOMMENDED ACTION: Award the contract to United Pumping Services.

5.3 Consideration to reject the Metrolink Video Security System for City of Industry Public Utilities Commission Facilities proposals

RECOMMENDED ACTION: Reject all proposals.

5.4 Discussion regarding the Power Content Label to be distributed with the September 2017 Industry Public Utilities Electric bill

RECOMMENDED ACTION: Provide direction to staff.

5.5 Presentation by the General Manager of the La Puente Valley County Water District regarding the Industry Public Utilities Water Operations Quarterly Report, from April 2017 to June 2017

RECOMMENDED ACTION: Receive and file the report.

6. Adjournment. Next regular meeting: Thursday, September 21, 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 August 17, 2017

FUND	DESCRIPTION	DISBURSEMENTS
560	Industry Public Utilities	8,470.35
	TOTAL ALL FUNDS	8,470.35

BANK	NAME	DISBURSEMENTS
BOFA	Bank of America	8,470.35
	TOTAL ALL BANKS	8,470.35

APPROVED PER CITY MANAGER

_____

Industry Public Utilities Commission
Board Meeting
August 17, 2017

Check	Date			Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking					
40341	08/17/2017			INDUSTRY PUBLIC UTILITIES	$1,400.00
	Invoice	Date	Description	Amount	
	JUL-17	08/02/2017	REIMBURSE PAYROLL - JULY 2017	$1,400.00	
40342	08/17/2017			ROWLAND WATER DISTRICT	$7,070.35
	Invoice	Date	Description	Amount	
	I-06302017-A	07/10/2017	CONTRACT SVC - JUNE 2017	$5,190.53	
	I-06302017-B	07/10/2017	CONTRACT SVC - JUNE 2017	$1,879.82	

Checks	Status	Count	Transaction Amount
	Total	2	$8,470.35

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

STAFF: Danielle Chupa, Senior Project Manager, IPUC Staff

DATE: August 24, 2017

SUBJECT: Consideration of Award to United Pumping Service, Inc., for Environmental Services, Contract No. 2017-1023, in an amount not to exceed $30,000 from August 24, 2017 through August 24, 2020

Background

On June 15, 2017, the Industry Public Utilities Commission ("IPUC") approved the release of the Request for Proposals ("RFP") for Environmental Services for the Industry Public Utilities Commission Network and Facilities, Contract No. 2017-1023. On June 23, 2017, the City of Industry ("City") began solicitation of proposals for environmental services support for the IPUC.

The bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 114 vendors. The appropriate trade journals were notified and included Bid America, Southern California Builders Association, Construction Bidboard and Dodge Data & Analytics on June 16, 2017. The RFP was advertised on Friday, June 23, 2017 and Friday, June 30, 2017 in the San Gabriel Valley Tribune. Questions pertaining to the proposals were received up until July 7, 2017 at 1:00 pm in the City's PlanetBids vendor portal.

The RFP process closed on July 21, 2017 at 5:00 P.M. Four (4) proposals were received from ES Engineering Services, O.C. Vacuum Environmental Services, NRC Environmental Services Inc., and United Pumping Service, Inc. The proposals were reviewed by a panel which consisted of Danielle Chupa, Contract Senior Project Manager, Lary Atherton, Contract Senior Project Manager and Kristen Weger, Management Analyst III.

The following table summarizes the results and rankings of the environmental services proposal review.

Table 1 – Environmental Services Proposal Review

Firm	Ranking
United Pumping Service, Inc.	1
O.C. Vacuum Environmental Services	2
ES Engineering Services	3
NRC Environmental Services Inc.	4

Based on the rankings, staff recommends that United Pumping Service, Inc., be awarded a Maintenance Services Agreement for environmental services.

Discussion

The contract is designed for operations and maintenance support of the IPUC for issues related to:

- Containment and storage of hazardous materials, chemicals, liquids, soils and electrical equipment from unexpected releases
- Clean-up and restoration for the facilities, premises and/or equipment
- Removal and disposal of hazardous and non-hazardous materials, chemicals, liquids, soils and electrical equipment
- As requested, assistance to the IPUC for necessary compliance items and/or permits needed
- In the event of an emergency situation requiring immediate action, assist IPUC in the required actions needed to contain, clean, remove, dispose and restoration including being available for emergency response for 24hours/7 day a week basis and be able to response within two (2) hours and onsite within four (4) hours to an emergency call.
- As requested, providing training and consulting services to the IPUC
- Provide reports and documentation on the incident and work performed

Fiscal Impact

Appropriate $30,000 from Electric Utility Reserves to City Electric – Expenditures – Repair and Maintenance Equipment (account no. 161-300-5550).

Recommendation

1. Based on the rankings, staff recommends that United Pumping Service, Inc. be awarded a Professional Services Agreement to provide environmental services in an amount not to exceed $30,000 from August 17, 2017 to August 17, 2020; and
2. Appropriate $30,000 from Electric Utility Reserves to City Electric – Expenditures – Repair and Maintenance Equipment (account no. 161-300-5550).

Exhibits

A. Maintenance Services Agreement with United Pumping Service, Inc., dated August 17, 2017
B. Summary of Proposal Scores and Rankings for Contract No. 2017-1023
C. Request for Proposals ("RFP") for Environmental Services for the Industry Public Utilities Commission Facilities and Network, Contract No. 2017-1023

PJP/KW/DC

EXHIBIT A

Maintenance Services Agreement with United Pumping Service, Inc., dated August 24, 2017

[Attached]

INDUSTRY PUBLIC UTILITIES COMMISSION

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("**Agreement**"), is made and effective as of August 24, 2017 ("**Effective Date**"), between the Industry Public Utilities Commission, a municipal corporation ("**IPUC**") and United Pumping Service, Inc., a California corporation ("**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 August 24, 2020, 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. The Services shall be performed by Consultant, unless prior written approval is first obtained from 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 environmental 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 Public Utilities Director 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 thirty thousand dollars ($30,000.00) 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, its elected officials, officers, employees and agents, 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 IPUC and any and all of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs and expenses, including, without limitation, legal counsel's fees and costs caused by an 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 IPUC, and any and all of its employees, officials and agents 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 IPUC is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and IPUC, as to whether liability arises from the sole negligence of the IPUC or its officers, employees, or agents, Consultant will be obligated to pay for IPUC's defense until such time as a final judgment has been entered adjudicating the IPUC 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 support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPUC, unless otherwise required by law or court order.

(b) Consultant shall promptly notify IPUC should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("**Discovery**"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the IPUC, unless Consultant is prohibited by law from informing the IPUC of such Discovery, court order or subpoena. IPUC retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPUC is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPUC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPUC's right to review any such response does not imply or mean the right by IPUC to control, direct, or rewrite said response.

15. NOTICES

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

To IPUC: Industry Public Utilities Commission
15625 E. Stafford, Suite 100 City
of Industry, CA 91744

Attention: Public Utilities Director

With a Copy To: Anthony Bouza, General Counsel
Bouza Law Firm
3250 Ocean Park Boulevard, Suite 355
Santa Monica, CA 90405

To Consultant: Daniel C. Perry, Vice President
United Pumping Services, Inc.
14000 E. Valley Boulevard
City of Industry, CA 91746
Tel (626) 961-9326

16. ASSIGNMENT

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

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 and indemnity provision similar to the one provided herein and identifying IPUC as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPUC for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPUC for the performance of its subconstultant 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

By:_____
Paul J. Philips, Public Utilities Director

"CONSULTANT"
United Pumping Service, Inc.

By_____
Daniel C. Perry, Vice President

Attest:

By:_____
Diane M. Schlichting, Assistant 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

Contractor shall 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 is not 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; and
- 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.

1. **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.

2. **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. **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.

4. 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.

5. 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.

6. 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

RATES

OPERATED EQUIPMENT – INCLUDES OPERATOR

ITEM NO.	EQUIPMENT	RATE
***** *NOTE: Overtime = Rate Plus $20.00/hr Holiday = Rate Plus $50.00/hr* *****		
101	Vacuum Truck, 50 BBLS Mild Steel	$ 120.00
102	Vacuum Truck, 50 BBLS Stainless Steel	$ 124.00
103	Vacuum Truck, 120 BBLS Mild Steel	$ 124.00
104	Vacuum Truck, 120 BBLS Stainless Steel	$ 131.00
114	Vacuum Truck, 120 BBLS Fiberglass Lined	$ 168.00
107	Vacuum Truck, 142 BBLS 3-Compartment Stainless Steel	$ 173.00
119	Water Truck	$ 120.00
108	45' Enclosed Van	$ 124.00
109	48' Drop Deck	$ 124.00
110	End Dump Truck	$ 133.00
131	Dump Truck 2-Axle	$ 117.00
111	Roll-off Truck	$ 124.00
112	Roll-off Truck & Trailer (Tandem)	$ 131.00
115	Vactor/Guzzler	$ 218.00
161	Vactor/Guzzler-High Rail	$ 237.00
117	Combo Vactor/Jetter Truck	$ 247.00
124	Vactron	$ 126.00
112B	Tractor for Spill Response Trailer (mobilization & demobilization)	$ 116.00

OPERATED EQUIPMENT – INCLUDES OPERATOR, CONTD.

ITEM NO.	EQUIPMENT	RATE
***** *NOTE: Overtime = Rate Plus $20.00/hr Holiday = Rate Plus $50.00/hr* *****		
495	Mini-Me	$ 124.00
125	Cushion Truck	$ 151.00
116	Backhoe/Cat 950 Loader Transport	$ 166.00
604	Overnight Demurrage on Vacuum Tanker	$250.00/day
604A	Overnight Demurrage on End Dump or Dry Van	$ 50.00/day

NOTES:

- **Prevailing Wage Surcharge** **$ 42.00/hr**
  When Prevailing Wage Rates or Davis Bacon Wage Rates apply there will be an additional charge of $42.00 per hour for all personnel and/or operated equipment.
- Fuel Surcharge/Insurance Surcharge is included in hourly rates.
- **Overtime:** Applies to vehicles listed above during any period worked in excess of 8 hours per day Monday through Friday and from Friday Midnight through Sunday Midnight
- Holidays are listed on Page 4
- All charges are computed on a time and materials basis.
- A four-hour minimum applies to all equipment and personnel called out.

UNOPERATED EQUIPMENT – OPERATOR BILLED SEPARATELY

ITEM NO.	EQUIPMENT	RATES
TRAFFIC CONTROL EQUIPMENT		
127	Arrow Board	$ 60.00/day
128	Traffic Cones	$ 1.00/day/ea
129	Traffic Signs	$ 6.00/day/ea
PERSONNEL/EMERGENCY RESPONSE UNITS		
152	Pick-up Truck	$ 24.00/hr
153	Utility Truck (E.R.)	$ 48.00/hr
154	Company Auto	$ 22.00/hr
155	Stakebed Truck W/Liftgate	$ 42.00/hr
157	Biowaste Trailer	$ 200.00/day
120A	50' Incident Response Trailer	$ 900.00/day
120B	36' Incident Command Center Trailer	$ 800.00/day
LOADING/EXCAVATING EQUIPMENT		
201	950 Loader	$ 125.00/hr
202	446 Backhoe	$ 75.00/hr
203	Backhoe Breaker or Compactor Attachment	$ 425.00/day/ea
197	Excavator (Cat 330)	$ 145.00/hr
268	Mini Excavator with Trailer	$ 65.00/hr
204	Bobcat Loader with Trailer	$ 55.00/hr
205	Bobcat Loader Auger Attachment	$ 125.00/day

UNOPERATED EQUIPMENT – OPERATOR BILLED SEPARATELY, CONTD.

ITEM NO.	EQUIPMENT	RATES
206	Bobcat Loader Sweeper Attachment	$ 125.00/day
207	Bobcat Loader Backhoe Attachment	$ 175.00/day
198	Bobcat Loader Grappler Attachment	$ 125.00/day
208	Bobcat Loader Breaker Attachment	$ 200.00/day
211	Shovel, push broom, squeegee, or scraper	$ 5.00/day
225	Wheelbarrow	$ 13.00/day

CORING/SAMPLING EQUIPMENT

264	Concrete Coring Machine (6" max. dia.)	$150.00/day
265	Hand Auger Kit (excluding brass sleeves)	$ 150.00/day
266	Brass Sample Sleeve	$ 5.00/ea.

PERSONNEL

ITEM NO.	STAFF POSITION	RATE
***** NOTE: Overtime = Rate Plus $16.00/hr Doubletime = Rate Plus $32.00/hr *****		
300	Environmental Safety Coordinator	$ 91.00
301	Supervisor	$ 80.00
3011	Equipment Operator	$ 80.00
302	Technician	$ 65.00
304	Administrative Clerk	$ 58.00
305	Industrial Hygienist	$223.00
306	Project Manager	$ 91.00
520A	Osha Required Confined Space Rescue Trained Specialist	$113.00
520	Confined Space Gear	$350.00/per/crew

NOTES:

- **Prevailing Wage Surcharge** **$ 42.00/hr**
  When Prevailing Wage Rates or Davis Bacon Wage Rates apply there will be an additional charge of $42.00 per hour for all personnel and/or operated equipment.
- **Straight Time**: The first 8 hours worked between 7:00 a.m. and 5:00 p.m., Monday through Friday.
- **Overtime**: Any period worked more than 8 hours and less than12 hours between 7:00 a.m. and 5:00 p.m. Monday through Friday; any period prior to 7:00 a.m. or after 5:00 p.m. Monday through Friday; and the first 12 hours worked on a Saturday.
- **Double Time**: Any period worked in excess of 12 hours Monday through Saturday and all of Sunday.
- All charges are computed on a time and materials basis.
- A four-hour minimum applies to all equipment and personnel called out.

UNOPERATED EQUIPMENT – MISCELLANEOUS

ITEM NO.	EQUIPMENT	RATES
213	Forklift (4000 thru 6000 lbs. capacity) with Trailer	$ 295.00/day
217	110-150 CFM Air Compressor	$ 160.00/day
217B	375 CFM Air Compressor	$ 250.00/day
255	9.2 CFM Air Compressor	$ 140.00/day
218	Extension Ladder 28'	$ 78.00/day
219	Folding Ladder 32'	$ 65.00/day
220	Folding Ladder 8'	$ 35.00/day
256	Plasma Cutter	$ 175.00/day
221	Cutting Torch	$ 150.00/day
222	Chain Saw (16")	$ 70.00/day
226	Miscellaneous Tools (ropes, buckets, wrenches)	$ 40.00/day
228	Concrete Saw (includes 1-blade)	$ 120.00/day
228A	Concrete Saw Additional Blade	$ 45.00/ea
267	Gas Cut Off Saw	$ 100.00/day
267A	Gas Cut Off Saw Additional Blades	$ 45.00/ea
229	Hydraulic Drum Turner	$ 250.00/day
230	Gasoline Soil Tamper	$ 45.00/day
231	Jack Hammer (electric)	$ 100.00/day
232	Jack Hammer (air activated)	$ 80.00/day
233	Rivet Buster/Chipper (includes 1 bit)	$ 70.00/day
234	Rivet Buster/Chipper Extra Bits	$ 15.00/ea
235	Rotary Hammer	$ 80.00/day
240	Hazcat Test	$ 55.00/test

UNOPERATED EQUIPMENT – MISCELLANEOUS, CONTD.

ITEM NO.	EQUIPMENT	RATES
241	Hazcat Kit	$175.00/day
236	Roll-About Tool Box (includes assorted tools)	$ 250.00/day
237	Sawzall/Skill Saw	$ 50.00/day
237A	Sawzall/Skill Saw Extra Blade	$ 14.00/ea
210	10 K Generator .	$ 90.00/day
243	3.6 K Generator	$ 75.00/day
245	3 Inch Trash Pump	$ 90.00/day
246	Wilden M Series Diaphragm Pump	$ 100.00/day
248	1 ½" Submersible Pump	$ 75.00/day
842	Disposable Hand Pump	$ 54.00/each
260	Bypass Plug 1 ½"-4"	$ 110.00/week
261	Bypass Plug 4 ½"-12"	$ 140.00/week
262	Bypass Plug 13"-24"	$ 300.00/week
263	Bypass Plug 25"-40"	$ 530.00/week
839A	Magnetic Patch- Small	$ 500.00/day
839B	Magnetic Patch- Large	$1,000.00/day
250	Auxiliary Lighting – Excluding Power Source	$ 75.00/day/ea
251	Portable Light Plant	$ 160.00/day
257	Fire Hose 50'x 2 ½"	$ 30.00/day
258	Discharge Hose 25'x 3"	$ 40.00/day

UNOPERATED CLEANING EQUIPMENT

ITEM NO.	EQUIPMENT	RATES
489	Jetter Unit, Towable (4000 psi)	$ 70.00/hr
488	Hydrotech High Pressure Wash Unit	$ 55.00/hr
488A	Hydro-Dig Attachment	$ 200.00/day
402	Steam Cleaner	$ 35.00/hr
411	Pressure Washer- Hot Water (3600 psi)	$ 175.00/day
209	Pressure Washer (2500 – 3000 psi)	$ 175.00/day
403	Mercury Vacuum (Hepa Vac)	$ 150.00/day
412	Wet Dry Vacuum – 16 gal	$ 35.00/day
413	Dustless Bead Blaster, Walk Behind (media not included)	$ 75.00/hr
414	Hard Boom	$ 6.00/ft/day

ITEM NO.	UNOPERATED SAFETY EQUIPMENT EQUIPMENT	RATES
500	Bottled Air, 300 cu. ft. Cylinder	$ 90.00/day
501	Self-Contained 60 Minute Scott Air Pack	$ 120.00/day
502	Extra 60 Minute Scott Air Cylinder	$ 60.00/day
505	300 Cubic Feet or 60 Minute Cylinder Recharge	$ 85.00/ea
507	Hazardous/Acid Suit (Level A)	$ 225.00/day
508	Hazardous Suit (Level B)	$ 85.00/day
509	Positive Pressure Mask W/Egress & Air Line	$ 55.00/day
409	Tripod Manlift	$ 45.00/day
510	Lifeline & Safety Harness	$ 50.00/day
404	Air Gas Monitor	$ 90.00/day
511	Dual Cartridge Half-Face Respirator	$ 20.00/day
512	Dual Cartridge Full-Face Respirator	$ 35.00/ea
837	Respirator Cartridge	$ 20.00/ea
408	Air Blower (Electric)	$ 35.00/day
415	Venturi Air Blower (air compressor not included)	$ 140.00/day
405	Draeger Tester Pump	$ 30.00/day
407	Draeger Test Tubes	$ 15.00/ea
520D	Pre & Post Lead Exposure Blood Test	$ 75.00/ea

ITEM NO.	RENTAL EQUIPMENT	RATES
600	Roll-off Bin Rental, 10-15 Yard Bins	$ 8.00/day
600A	Dewatering Bin Rental	$ 25.00/day
601	Roll-off Bin Rental, 20-40 Yard Bins	$ 12.00/day
857	Roll-off Bin Liner: Plastic	$ 30.00/ea
868	Bin Dewater Liner: Fabric (130 micron)	$ 225.00/ea
606	Portable Black Iron Tank Rental, Skid Mounted (7500 – 10000 gal)	$ 20.00/day
603	Roll-off Bin Delivery (40 mile radius)	$ 250.00/ea
604	Overnight Demurrage on Vacuum Tanker	$ 300.00/day
604A	Overnight Demurrage on End Dump or Dry Van	$ 100.00/day
605	Ramp Rental	$ 20.00/pair/day
605A	Towable Ramp Rental	$ 100.00/day
DISPOSAL CHARGES		
700	Disposal Fee	Cost Plus 0%
701	Disposal Service Charge	Cost Plus 20%
702	Washout Fee, Hazardous Waste	$ 200.00/ea
702A	Washout Fee, Non-Hazardous Waste	$ 135.00/ea
702B	Facility Washout Fee	Cost Plus 20%
LABORATORY CHARGES		
859	Laboratory Analysis	Cost Plus 20%
703	U.P.S profile charge (Administrative)	$ 60.00/ea

ITEM NO.	CONSUMMABLES	RATES
798	Cement – Regular (90 lb. bag)	$ 13.00/ea
799	Cement – Ready Mix (60 lb. bag)	$ 8.00/ea
801	Rubber Gloves	$ 6.50/pair
846	Gloves – Viton (for PCBs)	$ 90.00/pair
800	Disposable Tyvek Suit	$ 12.00/ea
827	Disposable Tyvek Suit (Poly)	$ 18.00/ea
849	Sigel Suit (Acid Suit)	$ 60.00/day
848	Rain Gear – Heavyweight	$ 22.00/ea
851	P.P.E. (gloves, tyvek, and respirator)	$ 50.00/day/person
803	Absorbent (Superfine)	$ 10.00/bag
805	Sorbent Pads	$ 100.00/bale
806	Sorbent Booms (3" or 4" diameter)	$ 200.00/bale
808	95-gallon Overpack Poly Drum (new)	$ 260.00/ea
808A	95-gallon Overpack Poly Drum (reconditioned)	$ 160.00/ea
809	85-gallon Overpack Drum (reconditioned)	$ 125.00/ea
814	55-gallon D.O.T. Poly Drum Open Top (new)	$ 70.00/ea
810	55-gallon D.O.T. Poly Drum Open Top (reconditioned)	$ 50.00/ea
811	55-gallon D.O.T. Poly Drum Closed Top (reconditioned)	$ 45.00/ea
819	30-gallon D.O.T. Poly Drum Open Top (new)	$ 65.00/ea
812	30-gallon D.O.T. Poly Drum Open Top (reconditioned)	$ 53.00/ea
818	15-gallon Poly Drum	$ 35.00/ea
807	85-gallon Overpack Steel Drum (reconditioned)	$ 125.00/ea

ITEM NO.	CONSUMMABLES, CONTD.	RATES
802	275-gallon D.O.T. Poly Tote	$ 275.00/ea
813	55-gallon D.O.T. Steel Drum (reconditioned)	$ 45.00/ea
820	55-gallon D.O.T. Fiber Drum (reconditioned)	$ 50.00/ea
820A	55-gallon D.O.T. Fiber Drum (new)	$ 75.00/ea
815	30-gallon D.O.T. Fiber Drum	$ 70.00/ea
816	20-gallon D.O.T. Fiber Drum	$ 50.00/ea
817	5-gallon D.O.T. Pail (with snap/screw lid)	$ 25.00/ea
853	Super Sack	$ 65.00/ea
855	Cubic Yard Box With pallet	$ 140.00/ea
821	Soda Ash	$ 2.00/lb
822	Citric Acid	$ 5.00/lb
824	Caustic Soda (flake)	$ 2.25/lb
829	Caustic Soda (bead)	$ 7.50/lb
825	Vermiculite	$ 50.00/bag
826	Sample Tubes (glass)	$ 4.50/ea
831	Harris Caution Tape	$ 35.00/roll
832	Duct Tape	$ 12.00/roll
833	Plastic Sheeting	$ 68.00/roll
834	Plastic Bags (heavy duty)	$ 1.00/ea
835	55-gallon Drum Liner	$ 5.00/ea
836	20" Stretch Film (shrink wrap)	$ 70.00/roll
837	Respirator Cartridge	$ 20.00/ea

ITEM NO.	CONSUMMABLES, CONTD.	RATES
838	Hazardous Waste Labels	$ 0.75/ea
839	Patch Kit	$ 40.00/ea
840	Sample Jar	$ 6.00/ea
841	Rags (box)	$ 55.00/box
841A	Rags (half box)	$ 30.00/ ½ box
843	Subsistence: No Layover (8 hr. period)	$ 12.00/meal/man
844	Subsistence: With Layover	$ 130.00/man
845	Portable Eyewash	$ 25.00/day
856	Chlor-D-Tects	$ 31.00/ea
857	Roll Off Bin Liner: Plastic	$ 30.00/ea
858	Hudson Sprayer	$ 37.00/ea
868	Bin Dewater Liners: Fabric (130 micron)	$ 225.00/ea
863	Kleen Green / Simple Green	$ 12.00/gal
865	Sand Bag	$ 4.00/ea
866	Disposable Flex Hose – 6"	$ 2.25/ft
867	Disposable Flex Hose – 4"	$ 1.50/ft
439	Neozyme	$ 55.00/gal
876	Gold Crew	$ 55.00/gal

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of 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.

EXHIBIT B

Summary of Proposal Scores and Rankings for Contract No. 2017-1023

[Attached]

Request for Proposals ("RFP") for Environmental Services for the Industry Public Utilities Commission Facilities and Network, Contract No. 2017-1023

Proposals

July 25, 2017

Criteria	NRC Environmental Services Inc.	O.C. Vacuum Environmental Services	ES Engineering Services	United Pumping Service Inc.
Kristen Weger, Management Analyst III City of Industry	94	88	86	95
Danielle Chupa Senior Project Manager IPUC	96	97	91	99
Lary Atherton Senior Project Manager IPUC	59	69	74	89
Total Score	249	254	251	283
Average Score	**83**	**85**	**84**	**94**
Ranking	**4**	**2**	**3**	**1**

EXHIBIT C

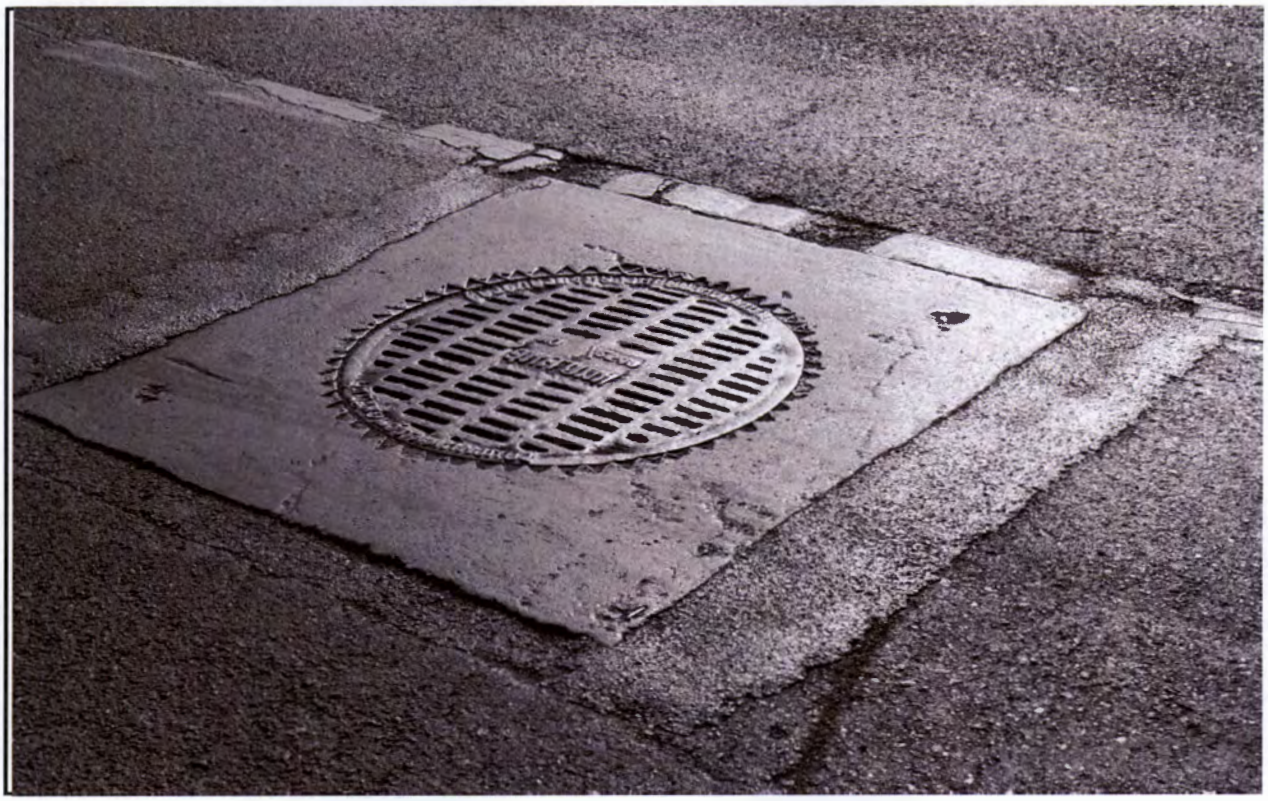
Request for Proposals ("RFP") for Environmental Services for the Industry Public Utilities Commission Facilities and Network, Contract No. 2017-1023

[Attached]

Request for Proposals ("RFP")

For

Environmental Services for the Industry Public Utilities Commission Facilities and Network



Issued By

City of Industry

June 16, 2017

15625 Stafford St, Suite 100
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

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 perfumed 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:

Hourly Pricing Qualified Personnel and Staff based on the scope of services identified in Section 3.	34%
Qualifications: Company licensing, financial stability and insurance compliance determine minimum eligibility of respondents. Contractor can differentiate by demonstrating superior, relevant experience and technical knowledge.	33%
Response Time: The availability of nearby personnel should enable the Contractor to reduce response time and the cost of response for service and repair operations.	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; ▪ Site attendance within less than four hours upon confirmed corrective action plan; ▪ 24/7 availability of service.	Included in Billable per Hourly Rate
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

support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPUC, unless otherwise required by law or court order.

(b) Consultant shall promptly notify IPUC should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("**Discovery**"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the IPUC, unless Consultant is prohibited by law from informing the IPUC of such Discovery, court order or subpoena. IPUC retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPUC is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPUC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPUC's right to review any such response does not imply or mean the right by IPUC to control, direct, or rewrite said response.

15. NOTICES

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

To IPUC:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: Public Utilities Director
With a Copy To:	Anthony Bouza, General Counsel Bouza Law Firm 3250 Ocean Park Boulevard, Suite 355 Santa Monica, CA 90405
To Consultant:	_____ _____ _____

16. ASSIGNMENT

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

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 and 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 subconstultant 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

By:_____
Paul J. Philips, Public Utilities Director

"CONSULTANT"
INSERT NAME OF COMPANY

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.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

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

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

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

MEMORANDUM

TO: Honorable President Radecki and Commission Board Members

FROM: Paul J. Philips, Public Utilities Director

STAFF: Michael Cruz, Project Manager, IPUC Staff mc

DATE: August 24, 2017

SUBJECT: Consideration to reject the Metrolink Video Security System for City of Industry Public Utilities Commission Facilities Proposals

On June 22, 2017, the City of Industry ("City") released a Request for Proposals (RFP) for Video Security System Design and Installation Services for the Industry Public Utilities Commission Facilities located at the Metrolink Station at 600 S Brea Canyon Road via the City's PlanetBids vendor portal. The RFP closed on July 31, 2017 with nine (9) companies submitting proposals for the project. Since the proposal deadline has closed the IPUC has identified the need to alter the scope of work which would significantly reduce the number of cameras in meeting the objectives of the project and in the best interest of the IPUC. Based on the potential cost savings and improved efficiency of the video system, the IPUC staff is recommending that the IPUC reject all Video Security System Design and Installation Services for the Industry Public Utilities Commission Facilities proposals and allow the IPUC to revise the scope of work in a new proposal for services. The Notice of Intent to reject all proposals was sent to the proposers on August 18, 2017.

Fiscal Impact

Rejection of the Video Security System Design and Installation Services for the Industry Public Utilities Commission Facilities proposals will have no fiscal impact the IPUC.

Recommendations

IPUC Staff recommends that the IPUC reject all proposals related to the Video Security System Design and Installation Services for the Industry Public Utilities Commission Facilities

Exhibits

A. City of Industry Notice of Intent to Reject all Proposals

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James M. Casso, General Counsel
Diane M. Schlichting, Assistant Secretary

INDUSTRY PUBLIC UTILITIES COMMISSION

NOTICE IS HEREBY GIVEN to all proposers that at its special meeting on August 24, 2017, IPUC Staff will recommend that the Industry Public Utilities Commission formally reject all proposals for **Contract No. 2017-1026 – Request for Proposals for Video Security System Design and Installation Services for the Industry Public Utilities Commission Facilities,** as more particularly described in the plans and specifications therefore.

Diane M. Schlichting
Assistant Secretary

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4

INDUSTRY PUBLIC UTILITIES COMMISSION
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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

STAFF: Danielle Chupa, Senior Project Manager, IPUC Staff

DATE: August 24, 2017

SUBJECT: Discussion Regarding the Power Content Label to be distributed with the September 2017 Industry Public Utilities Electric Bill

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Background

The Power Source Disclosure program was established by the California Energy Commission (CEC) in 1997 to provide "accurate, reliable, and simple-to-understand information on the sources of energy that are used to provide electric services" to California consumers (per the Public Utilities Code Section 398.1). The CEC require retail electricity suppliers to annually disclose information using the template "Power Content Label" to California consumers about the energy resources used to generate the electricity they sell.

As a retail supplier of electricity, the Industry Public Utilities Commission ("IPUC") made two power purchases from Shell Energy and Nobles Americas in 2016 to distribute to its consumers. In 2016, the power content percent of electricity that the IPUC supplied showed a mixture of 63% natural gas, 19% renewable sources, 9% nuclear, 8% hydroelectric, and 1% other with total power purchases reaching 44,058 MWh and total retail sales for the year at 40,398.54 MWh. Along with the consumer's actual power supply mix analysis, the Power Content Label also provides California's most current reported mix of power resources for comparison.

The IPUC will be inserting these Power Content Labels in the customer's September electrical bill to inform them of the composition of the electricity product they used from the previous year.

Exhibit A is the Power Content Label that will be shared with the IPUC customers and posted on the City's website.

Column A is the energy resources which are those that can be used to generate electricity. Column B displays the actual mix of electricity purchased by the IPUC in a given year, broken out by resource type. Column C displays the mix of resources used in California for a given year.

Fiscal Impact:

There is no fiscal impact associated with the item. ENCO Utility Services, LLC, ("ENCO") provides customer account services for the IPUC. ENCO reviewed and indicated that no additional costs will be incurred in placing these inserts into the customer bills. In addition, the City will post the Exhibit on the website at no additional cost.

Recommendation:

1. Staff recommends that the Commission authorize and approve the release of the Power Content Label insert with the September 2017 IPUC Electric Bills.

Exhibit:

A. Power Content Label: Insert for Electricity Bill for IPUC Customers

EXHIBIT A

Power Content Label: Insert for Electricity Bill for IPUC Customers

2016 POWER CONTENT LABEL

ENERGY RESOURCES	2016 IPUC POWER MIX	2016 CA POWER MIX**
Eligible Renewable	**19%**	**25%**
Biomass & waste	0%	2%
Geothermal	0%	4%
Small hydroelectric	0%	2%
Solar	0%	8%
Wind	0%	9%
Coal	**0%**	**4%**
Large Hydroelectric	**8%**	**10%**
Natural Gas	**63%**	**37%**
Nuclear	**9%**	**9%**
Other	**1%**	**0%**
Unspecified sources of power*	**0%**	**15%**
TOTAL	**100%**	**100%**

* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.

**Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consummers during the previous year.

For specific information about this electricity product, contact:	Industry Public Utilities Commission (IPUC) (877) 811-8700
For general information about the Power Content Label, contact:	California Energy Commission (844) 217-4925 http://www.energy.ca.gov/pcl/

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.5

Memo

To: Alex Gonzalez, Director of Development Services and Administration

Cc: La Puente Valley County Water District Board of Directors

From: Greg B. Galindo, General Manager

Date: July 20, 2017

Re: Industry Public Utilities Water Operations Quarterly Report (April 2017 – June 2017)

In accordance with the City of Industry Waterworks System (the "CIWS") Operation and Management Agreement between the City of Industry (the "City") and the La Puente Valley County Water District (the "District"), the District is providing the CIWS Quarterly Report for the 4th Quarter of the 2016-17 fiscal year. The report represents fiscal year-to-date information along with the current status of various items listed under the appropriate heading.

Administrative/Financial

- **Extension of the BPOU Agreement - Negotiations are now complete and the 2017 BPOU Agreement extends the groundwater treatment cost reimbursement through May 2027. District staff is working with the Cooperating Respondents to update their agreement with the City related to the operation and treatment of the City's Well No. 5.**
- **Summer 2017 Newsletter - The Summer 2017 Newsletters for Industry Public Utilities were mailed at the end of June and are posted on the District's Website. Spanish Newsletters have been posted on the website and are printed upon request.**
- 2016-17 Fiscal Year Budget – A draft report of Revenue and Expenses as of June 30, 2017 is enclosed for your review as ***Attachment 1.***
- Fund Disbursements – For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as ***Attachment 2***.

Distribution, Supply and Production

- Summary of Activities – A summary report of CIWS field activities for the 4th quarter of fiscal year 2016-17 is provided as ***Attachment 3***.
- City of Industry Well No. 5 Operations – The latest recorded static level, pumping level and pumping rate for Well No. 5 is shown in the table below.

Well	Pump Setting (below surface)	Static Water Level	Pumping Water Level	Drawdown	Current GPM Pumping Rate
COI 5	162'	123.5'	139.5'	-16	1,130

- Production Summary – The production for the 4th quarter of fiscal year 2016-17, to meet the needs of the CIWS, was 340.05 AF. The 2016-17 fiscal year production report and related graph are provided as ***Attachment 4***.

- 2017 Water Conservation – A summary of water system usage for calendar year 2017 as compared to calendar year 2013 is shown below. The overall reduction in use for this time period is 16.9%.

Month	2013	2017	Difference 2017-2013 (%)	Accumulative Difference (%)
January	90.55	73.89	-18.4%	-18.4%
February	81.62	68.48	-16.1%	-17.3%
March	99.4	89.05	-10.4%	-14.8%
April	115.82	107.33	-7.3%	-12.6%
May	147.93	109.35	-26.1%	-16.3%
June	152.60	123.37	-19.2%	-16.9%
Totals	687.92	571.47	-116.45	-16.9%

- CIWS and LPVCWD Water Exchange – In accordance with the Water Exchange and Supply Agreement between LPVCWD and the City of Industry, the District is providing the water exchange summary as of June 30, 2017, as ***Attachment 5***.

- MSGB Groundwater Levels – On July 7, 2017, the Baldwin Park key well level was 178.8 feet asl. Watermaster's latest report on hydrologic conditions is enclosed as ***Attachment 6***.

Water Quality / Compliance

- 2016 Consumer Confidence Report – As required, before July 1st the CCRs were published and posted on the District's website and a postcard that provides a link to access the report was mailed to all service addresses in the IPU service area.

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 4th quarter of fiscal year 2016-17; approximately 84 samples were collected. All results met State and Federal drinking water quality regulations.

- Source Monitoring – All water quality samples were collected from Well No. 5, as required by the SGVWC's B-5 Treatment Plant Permit.

- Lead Sampling for Schools – In January 2017, the CIWS received a permit amendment from DDW that requires sampling for lead at K-12 schools within the service area, upon request from a school administrator. There are three schools within the CIWS service area. District Staff will ensure that all requirements of this permit amendment are complied with.

- DDW 2016 Annual Report – The CIWS Annual Report to the Drinking Water Program was completed and approved by DDW staff on May 18, 2017.

Capital / Special Projects

- Update to the Water Master Plan – District staff completed the 2017 CIWS Master Plan. The plan was adopted by the IPUC on June 22, 2017.

- Industry Hills Meter Installations – District staff completed 40 meter installations at potable water use sites in the Industry Hills area of the CIWS. There are two meters remaining to be installed, one of them for the Pacific Palms Hotel. Staff is working with the hotel operator to schedule this meter installation to minimize any business interruption.

Personnel

- As of June 30, 2017, the District has 8 full time field employees, 5 full time office/administrative employees and 2 part-time office employees. A summary of the current hourly rates for each District employee has been provided as ***Attachment 7***.

- Weekly tailgate safety meetings continue to be conducted for all field employees.

Attachments

1. Statement of Revenue and Expenses for the 4th Quarter of 2016-17
2. Fund Disbursement List for 4th Quarter of 2016-17
3. Summary of Field Activities for 4th Quarter of 2016-17
4. Production Summary for 4th Quarter of 2016-17
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 4th Quarter of 2016-17
6. Main San Gabriel Basin Hydrologic Report for July 2017
7. Summary of Hourly Rates for District Staff for the 4th Quarter of 2016-17

Attachment 1

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses Summary
For the Period Ending June 30, 2017
(Unaudited)

DESCRIPTION	JUNE 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	100% OF BUDGET	FY END 2015-2016
Total Operational Revenues	$ 125,661	$ 1,892,470	$ 1,887,200	100.28%	$ 1,863,369
Total Non-Operational Revenues	-	52,876	30,000	176.25%	65,772
TOTAL REVENUES	**125,661**	**1,945,346**	**1,917,200**	**101.47%**	**1,929,141**
Total Salaries & Benefits	38,850	614,212	622,700	98.64%	580,138
Total Supply & Treatment	505,129	729,153	732,500	99.54%	706,150
Total Other Operating Expenses	27,048	165,757	164,700	100.64%	169,752
Total General & Administrative	52,149	241,513	284,800	84.80%	274,256
Total Other & System Improvements	40,916	132,828	213,000	62.36%	162,682
TOTAL EXPENSES	**664,092**	**1,883,463**	**2,017,700**	**93.35%**	**1,892,978**
OPERATING INCOME	**(538,431)**	**61,883**	**(100,500)**	**-61.58%**	**36,163**
NET INCOME (LOSS)	**$ (538,431)**	**$ 61,883**	**$ (100,500)**	**-61.58%**	**$ 36,163**

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses
For the Period Ending June 30, 2017
(Unaudited)

DESCRIPTION	JUNE 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	100% OF BUDGET	FY END 2015-2016
Operational Revenues					
Water Sales	$ 76,908	$ 1,183,036	$ 1,180,000	100.26%	$ 1,157,019
Service Charges	44,106	597,431	599,000	99.74%	598,233
Customer Charges	1,810	20,115	20,100	100.07%	20,361
Fire Service	2,837	91,888	88,100	104.30%	87,756
Miscellaneous Income	-	-	-	N/A	-
Total Operational Revenues	**125,661**	**1,892,470**	**1,887,200**	**100.28%**	**1,863,369**
Non-Operational Revenues					
Contamination Reimbursement	-	37,510	30,000	125.03%	35,789
Developer Fees	-	14,568	-	N/A	19,102
Miscellaneous Income	-	798	-	N/A	10,881
Total Non-Operational Revenues	**-**	**52,876**	**30,000**	**176.25%**	**65,772**
TOTAL REVENUES	**125,661**	**1,945,346**	**1,917,200**	**101.47%**	**1,929,141**
Salaries & Benefits					
Administrative Salaries	14,118	165,274	175,400	94.23%	168,089
Field Salaries	9,509	225,518	229,900	98.09%	205,882
Employee Benefits	8,599	139,630	137,500	101.55%	124,639
Pension Plan	3,449	49,805	46,700	106.65%	46,051
Payroll Taxes	1,690	27,928	26,600	104.99%	29,122
Workman's Compensation	1,484	6,058	6,600	91.79%	6,355
Total Salaries & Benefits	**38,850**	**614,212**	**622,700**	**98.64%**	**580,138**
Supply & Treatment					
Purchased Water - Leased	496,961	496,961	352,700	140.90%	496,961
Purchased Water - Other	1,344	13,425	14,400	93.23%	14,611
Power	924	118,825	126,700	93.78%	109,709
Assessments	-	91,666	75,100	122.06%	67,007
Treatment	5,900	5,900	6,600	89.39%	5,722
Well & Pump Maintenance	-	2,376	157,000	1.51%	12,140
Total Supply & Treatment	**505,129**	**729,153**	**732,500**	**99.54%**	**706,150**
Other Operating Expenses					
General Plant	363	5,278	10,300	51.24%	17,930
Transmission & Distribution	5,549	67,558	75,400	89.60%	53,479
Vehicles & Equipment	17,426	31,515	18,800	167.63%	34,708
Field Support & Other Expenses	952	26,761	23,400	114.36%	19,793
Regulatory Compliance	2,759	34,645	36,800	94.14%	43,842
Total Other Operating Expenses	**27,048**	**165,757**	**164,700**	**100.64%**	**169,752**

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses
For the Period Ending June 30, 2017
(Unaudited)

DESCRIPTION	JUNE 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	100% OF BUDGET	FY END 2015-2016
General & Administrative					
Management Fee	45,518	180,285	182,500	98.79%	176,750
Office Expenses	2,369	20,759	20,500	101.26%	20,015
Insurance	-	12,004	25,300	47.45%	23,288
Professional Services	85	4,739	15,000	31.59%	14,480
Customer Accounts	1,320	15,748	15,000	104.99%	15,207
Public Outreach & Conservation	2,514	4,688	24,500	19.13%	22,260
Other Administrative Expenses	344	3,291	2,000	164.54%	2,257
Total General & Administrative	**52,149**	**241,513**	**284,800**	**84.80%**	**274,256**
Other Expenses & System Improvements (Water Operations Fund)					
Transfer to Capital or Expense	-	-	-	N/A	-
Developer Capital Contributions	-	-	-	N/A	(178,514)
Developer Project -	-	-	-	N/A	8,605
Developer Project -	-	-	-	N/A	90,112
Developer Project -	-	-	-	N/A	3,795
Developer Project -	-	-	-	N/A	72,003
Developer Project -	-	-	-	N/A	5,996
Developer Project -	-	-	-	N/A	6,607
Net Developer Project Activity	-	-	-	-	8,605
Master Plan Update / Hydraulic Model	-	11,359	9,000	126.22%	29,092
Other System Improvements (Materials)	-	223	-	N/A	78,428
FH Laterals	-	83	9,000	0.92%	8,359
Service Line Replacements	35,888	71,893	25,000	287.57%	36,953
Valve Replacements	193	660	30,000	2.20%	1,245
Plant Electrical System Improvements	-	-	20,000	0.00%	-
Meter Installations - Industry Hills	3,975	24,818	67,000	0.00%	-
Meter Read Collection System	860	23,792	35,000	0.00%	-
SCADA System Assessment & Upgrades	-	-	18,000	0.00%	-
Total Other & System Improvements	**40,916**	**132,828**	**213,000**	**62.36%**	**162,682**
TOTAL EXPENSES	**664,092**	**1,883,463**	**2,017,700**	**93.35%**	**1,892,978**
OPERATING INCOME	**(538,431)**	**61,883**	**(100,500)**	**N/A**	**36,163**

Attachment 2

Industry Public Utilities April 2017 Disbursements

Check #	Payee		Amount	Description
2525	ACWA/JPIA	$	4,037.96	Difference in Condition Coverage
2526	ACWA/JPIA	$	1,461.64	Workman's Comp Insurance
2527	Bill Wright's Paint	$	184.44	Field Supplies
2528	Collicutt Energy Services Inc	$	812.77	Generator Maintenance
2529	EcoTech Services Inc	$	2,535.00	UHET Program
2530	Ferguson Enterprises Inc #1350	$	29.47	Field Supplies
2531	Highroad IT	$	268.00	Technical Support
2532	La Puente Valley County Water District	$	63,867.70	Labor Costs March 2017
2534	Merritt's Hardware	$	315.03	Field Supplies
2535	MJM Communications & Fire	$	150.00	Security Monitoring
2536	S & J Supply Co Inc	$	528.53	Field Supplies
2537	SoCal Gas	$	15.78	Gas Expense
2538	Time Warner Cable	$	51.51	Telephone Service
2539	Time Warner Cable	$	261.33	Telephone Service
2540	Underground Service Alert	$	38.25	Line Notifications
2541	Vulcan Materials Company	$	293.64	Field Expense - Asphalt
2542	Weck Laboratories Inc	$	645.00	Water Sampling
2543	Merritt's Hardware	$	304.31	Field Supplies
2544	Answering Service Care	$	78.06	Answering Service
2545	Elite Equipment Inc	$	319.65	Field Supplies
2546	Griffith Air Tool	$	571.81	Water Pump Maintenance
2547	InfoSend	$	731.90	Billing Expense
2548	Platinum Consulting Group	$	82.50	Administrative Support
2549	SoCal Gas	$	20.95	Gas Expense
2550	Vulcan Materials Company	$	842.14	Field Expense - Asphalt
2551	Weck Laboratories Inc	$	107.50	Water Sampling
2552	CAT Specialties Inc	$	1,378.83	Field Uniforms
2553	Clara Gonzalez	$	20.00	Customer Overpayment Refund
2554	Bill Wright's Paint	$	171.82	Field Supplies
2555	Cell Business Equipment	$	53.77	Office Expense
2556	Civiltec Engineering Inc	$	1,950.00	Master Plan Expense
2557	Ferguson Enterprises Inc #1350	$	35.77	Field Supplies
2558	Grainger Inc	$	103.30	Safety Supplies
2559	Highroad IT	$	211.00	Domain & SSL License Renewal
2560	Industry Public Utility Commission	$	339.64	Industry Hills Power Expense
2561	Jack Henry & Associates	$	52.37	Web E-Check Fee's
2562	La Puente Valley County Water District	$	574.75	Web CC & Bank Fee's Reimbursement
2563	Lagerlof, Senecal, Gosney & Kruse	$	159.00	Attorney Fee's
2564	S & J Supply Co Inc	$	3,021.55	Service Line Replacement
2565	San Gabriel Valley Water Company	$	1,330.26	Purchased Water - Salt Lake

Industry Public Utilities April 2017 Disbursements - continued

Check #	Payee		Amount	Description
2566	SC Edison	$	7,923.77	Power Expense
2567	SoCal Gas	$	14.30	Gas Expense
2568	Staples	$	48.20	Office Supplies
2569	State Water Resource Control Board	$	9,269.00	Water System Fee's
2570	Verizon Wireless	$	354.28	Cell Phone Service
2571	Petty Cash	$	69.90	Office/Field Expense
Online	Home Depot	$	871.78	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	$	88.47	Merchant Fee's
Autodeduct	First Data Global Leasing	$	60.76	Credit Card Machine Lease
	Total April 2017 Disbursements	**$**	**106,657.39**	

Industry Public Utilities May 2017 Disbursements

Check #	Payee		Amount	Description
2572	City of Whittier	$	244,926.50	Lease of Water Rights
2573	Ferguson Waterworks	$	497.50	Software Maintenance
2574	Highroad IT	$	268.00	Technical Support
2575	La Puente Valley County Water District	$	55,590.12	Labor Costs April 2017
2576	Merritt's Hardware	$	307.05	Field Supplies
2577	S & J Supply Co Inc	$	98.42	Field Supplies
2578	Time Warner Cable	$	51.60	Telephone Service
2579	Time Warner Cable	$	261.62	Telephone Service
2580	U.S. Postal Service	$	284.00	PO Box Renewal 05/17 - 05/18
2581	Underground Service Alert	$	72.00	Line Notifications
2582	Weck Laboratories Inc	$	463.50	Water Sampling
2583	Arthur Serna	$	9.22	Customer Overpayment Refund
2584	Answering Service Care	$	74.50	Answering Service
2585	CCSInteractive	$	13.60	Monthly Website Hosting
2586	Civiltec Engineering Inc	$	548.10	General Services & Master Plan Expenses
2587	Ferguson Enterprises Inc	$	36.61	Field Supplies
2588	G. M. Sager Construction	$	15,883.25	Patch Work - Industry Hills
2589	InfoSend	$	696.25	Billing Expense
2590	Jack Henry & Associates	$	63.00	Web E-Check Fee's
2591	La Puente Valley County Water District	$	593.18	Web CC & Bank Fee's Reimbursement
2592	McCalls Meter Sales & Service	$	2,083.73	Meter Replacement - Industry Hills
2593	Peck Road Gravel	$	450.00	Asphalt & Concrete Disposal
2594	Platinum Consulting Group	$	117.50	Administrative Support
2595	S & J Supply Co Inc	$	2,163.82	Meter Installations - Industry Hills
2596	SoCal Gas	$	18.06	Gas Expense
2597	Weck Laboratories Inc	$	107.50	Water Sampling
2598	Bill Wright's Paint	$	277.28	Property Maintenance
2599	Ferguson Waterworks	$	9,791.67	Meter Installations - Industry Hills
2600	Grainger Inc	$	41.24	Field Supplies
2601	Industry Public Utility Commission	$	536.71	Industry Hills Power Expense
2602	McMaster-Carr Supply Co	$	68.87	Field Supplies
2603	Resource Building Materials	$	117.40	Field Supplies
2604	S & J Supply Co Inc	$	159.09	Field Supplies
2605	San Gabriel Valley Water Company	$	1,310.51	Purchased Water - Salt Lake
2606	SC Edison	$	8,942.54	Power Expense
2607	SoCal Gas	$	14.30	Gas Expense
2608	Staples	$	44.06	Office Supplies
2609	Verizon Wireless	$	504.78	Cell Phone Service

Industry Public Utilities May 2017 Disbursements - continued

Check #	Payee		Amount	Description
2610	Vulcan Materials Company	$	279.03	Field Expense - Asphalt
2611	Intellicom Communications Inc	$	1,748.44	Telephone System
2612	Time Warner Cable	$	51.60	Telephone Service
2613	Petty Cash	$	52.98	Office/Field Expense
Online	Home Depot	$	92.45	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	$	53.06	Merchant Fee's
Autodeduct	First Data Global Leasing	$	60.76	Credit Card Machine Lease
	Total May 2017 Disbursements	**$**	**349,825.40**	

Industry Public Utilities June 2017 Disbursements

Check #	Payee		Amount	Description
2614	Bill Wright's Paint	$	337.40	Field Supplies
2615	Cell Business Equipment	$	45.38	Office Expense
2616	County of LA Dept of Public Works	$	501.00	Permit Fee's
2617	Ferguson Enterprises Inc #1350	$	345.44	Industry Hills Meter Installations
2618	Ferguson Waterworks	$	24,802.29	Meter Read Collector
2619	Highroad IT	$	268.00	Technical Support
2620	La Puente Valley County Water District	$	64,598.71	Labor Costs May 2017
2621	Merritt's Hardware	$	399.20	Field Supplies
2622	Platinum Consulting Group	$	35.00	Administrative Support
2623	Resource Building Materials	$	20.58	Field Supplies
2624	Time Warner Cable	$	261.62	Telephone Service
2625	Underground Service Alert	$	39.75	Line Notifications
2626	Ferguson Enterprises Inc #1350	$	24.96	Industry Hills Meter Installations
2627	Ferguson Waterworks	$	10,712.64	Industry Hills Meter Installations
2628	Hach Company	$	111.29	Field Supplies
2629	Desong Kong	$	243.83	Customer Overpayment Refund
2630	Answering Service Care	$	138.49	Answering Service
2631	Civiltec Engineering Inc	$	227.50	General Services
2632	Corrpro	$	1,875.00	Tank Inspection
2633	County of LA Dept of Public Works	$	247.48	Permit Fee's
2634	Industry Public Utility Commission	$	247.38	Industry Hills Power Expense
2635	InfoSend	$	765.30	Billing Expense
2636	Jack Henry & Associates	$	37.37	Web E-Check Fee's
2637	La Puente Valley County Water District	$	605.84	Web CC & Bank Fee's Reimbursement
2638	San Gabriel Valley Water Company	$	1,344.12	Purchased Water - Salt Lake
2639	SoCal Gas	$	18.62	Gas Expense
2640	Staples	$	219.25	Office Supplies
2641	Vulcan Materials Company	$	300.89	Field Expense - Asphalt
2642	Weck Laboratories Inc	$	537.50	Water Sampling
2643	Intellicom Communications Inc	$	1,748.44	Telephone System
2644	Cell Business Equipment	$	51.11	Office Expense
2645	County of LA Dept of Public Works	$	1,503.00	Permit Fee's
2646	La Puente Valley County Water District	$	45,517.50	2nd Quarter 2017 O&M Fee
2647	Locus Technology	$	151.20	Technical Support
2648	SC Edison	$	8,376.27	Power Expense
2649	SoCal Gas	$	14.79	Gas Expense
2650	Verizon Wireless	$	429.34	Cell Phone Service
2651	Weck Laboratories Inc	$	107.50	Water Sampling
2652	Western Water Works	$	1,281.51	Industry Hills Meter Installations
2653	Petty Cash	$	10.76	Office/Field Expense
Online	Home Depot Credit Services	$	241.63	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	$	75.33	Merchant Fee's
Autodeduct	First Data Global Leasing	$	60.76	Credit Card Machine Lease
	Total June 2017 Disbursements	**$**	**168,880.97**	

Attachment 3

CIWS MONTHLY ACTIVITIES REPORT FY 2016-2017

	July	August	September	October	November	December	January	February	March	April	May	June	2016/2017 FYTD
Water Quality Monitoring													
No. of Samples from Distribution System	55	34	24	29	33	28	30	27	27	27	33	25	372
Distribution Maintenance													
Repair/Replace Service Line	2	7	4	2	2	0	3	4	1	2	3	4	34
Repair/Replace Main Line	0	0	2	0	1	0	1	0	0	1	2	2	9
Replace Curb/Angle Stop	0	3	0	0	1	0	0	1	0	1	1	0	7
New Service Installations	0	0	0	0	0	1	0	0	0	0	0	0	1
Install New Air Release or Blow Off	0	0	0	0	0	0	0	0	0	1	0	0	1
Concrete/Asphalt Patch Repairs - Staff	1	4	1	0	1	1	1	4	1	0	0	0	14
Concrete/Asphalt Patch Repairs - Vendor	7	9	0	0	0	7	0	2	0	7	0	0	32
Reset Meter Box to Grade	0	1	0	0	0	0	1	0	0	1	0	0	3
Replace Slip Can/ Valve Lid	0	0	0	0	0	1	0	0	2	0	1	0	4
Fire Hydrant Repairs/Replaced	0	0	0	2	0	1	0	0	0	0	1	0	4
Valves Exercised	0	0	0	0	0	0	0	0	4	57	16	0	77
Hydrants / Dead Ends Flushed	1	1	0	0	1	0	0	18	0	1	0	1	23
Meter Maintenance													
Replaced Register/Meter/Guts	5	1	5	11	2	4	9	2	10	6	9	9	73
Replace Meter Box/Lid	0	0	1	0	1	2	0	5	2	0	3	0	14
Removed Meter	0	0	0	0	1	0	0	0	0	0	0	0	1
Repaired Meter Leaks	1	0	0	1	0	2	1	0	0	0	0	0	5
Customer Service													
Re-Reads for Billing	0	0	1	0	0	0	0	0	1	1	0	0	3
Read for Open/Close	3	4	8	6	2	0	0	2	7	6	1	7	46
Turn Off/Lock	7	9	8	4	5	7	7	9	14	4	6	5	85
Turn On	20	11	13	4	13	12	13	11	16	10	14	10	147
Door Hangers - Miscellaneous	7	0	5	6	3	5	7	3	5	2	4	1	48
Door Hangers- Delinquents	108	84	150	90	96	92	118	93	141	84	94	121	1271
Door Hangers - Conservation	2	3	2	5	0	0	0	2	0	0	0	0	14
Shut Off - Non-Payment	26	14	22	8	16	16	13	16	24	11	9	20	195
Shut Off - Customer Emergency/Request	5	5	2	5	2	2	1	0	2	1	2	2	29
USA's - Underground Service Alerts Marked	2	7	6	1	6	2	4	2	3	4	5	6	48
Check for Creeping	45	36	28	8	11	9	16	7	13	9	31	20	233
Check for Leak	4	9	5	5	3	4	7	2	4	4	6	8	61
Check for High/Low Pressure	0	1	1	0	1	0	0	0	0	0	2	0	5
Check for Meter Tampering	0	0	0	0	0	0	0	0	0	0	0	0	0
Check for Stopped Meter	14	15	26	13	21	21	36	20	42	18	43	16	285
Misc - Other	1	4	0	1	2	1	0	3	8	4	3	1	28
Water Quality - Odor/Color/Taste	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire Flow Test	1	1	0	0	0	1	0	1	0	1	0	1	6
Safety Activities													
Safety Inspection of Facilities	0	0	0	0	0	0	0	0	0	0	0	0	0
Monthly, Online and Outside Safety Training	0	0	0	2	1	2	2	1	1	1	0	2	12
Weekly Tailgate Safety Mtg	4	5	4	5	4	4	5	4	4	4	5	4	52

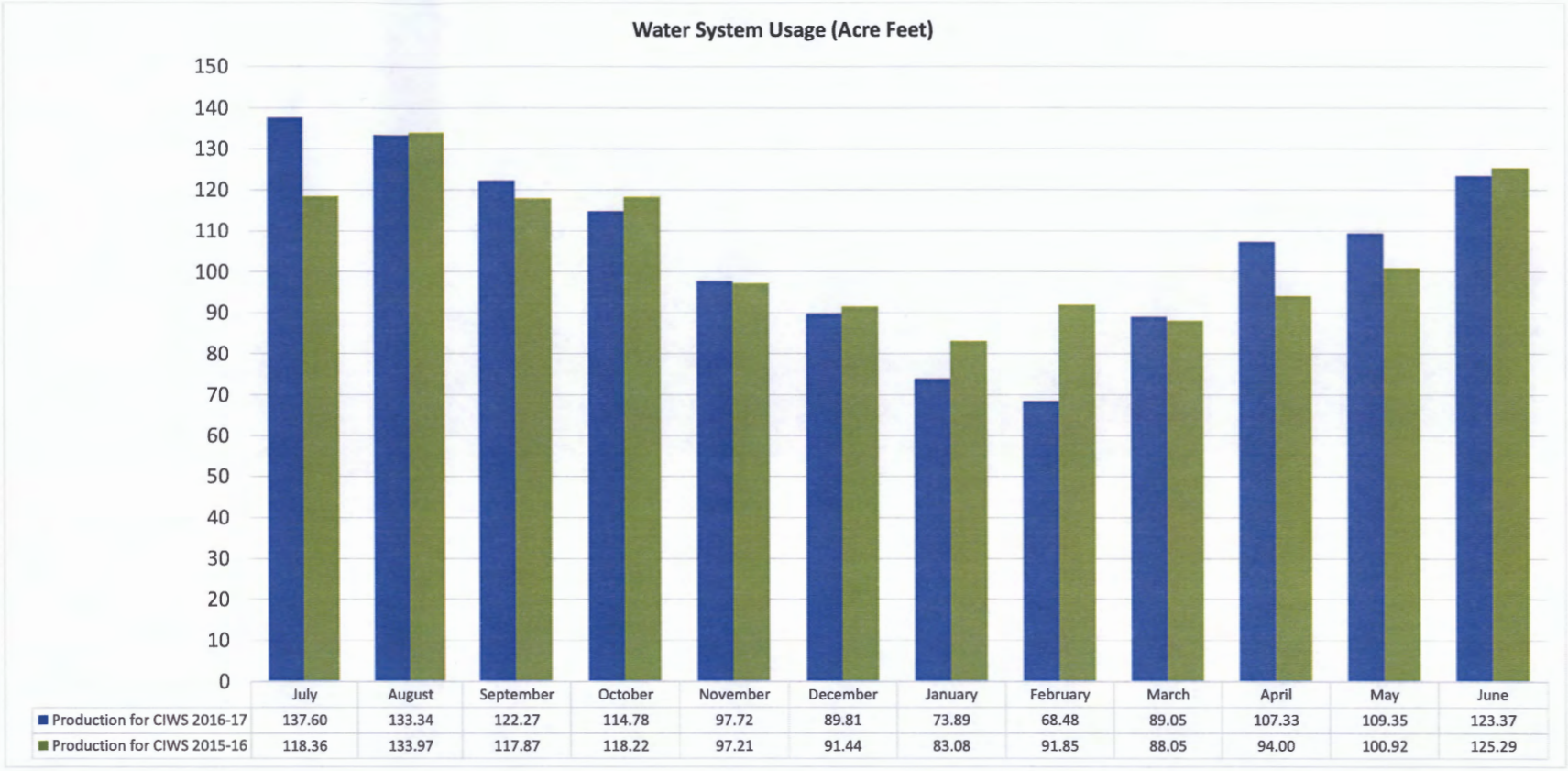
Attachment 4

Industry Public Utilities - Water Operations

PRODUCTION REPORT - FISCAL 2016-17

CIWS PRODUCTION	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	2016-17 FISCAL	2015-16 FISCAL
COI Well No. 5 To SGVCW B5	137.53	140.04	140.04	149.21	139.30	141.66	141.77	140.36	148.65	141.95	148.08	143.18	**1711.77**	1384.33
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.54	0.62	0.70	0.83	0.69	0.73	0.62	0.53	0.69	0.82	0.81	0.75	**8.33**	8.78
SGVWC Lomitas Ave	130.00	132.19	123.21	115.42	100.41	88.99	84.10	66.19	83.11	105.86	106.07	117.29	**1252.84**	1244.60
SGVWC Workman Mill Rd	0.00	0.00	0.00	0.02	0.14	0.57	0.19	0.15	0.13	0.02	0.06	0.04	**1.32**	4.52
Interconnections from LPVCWD	9.87	13.63	1.06	0.95	0.01	1.10	1.31	3.73	7.60	1.36	5.90	7.32	**53.84**	109.72
Subtotal	**140.41**	**146.44**	**124.97**	**117.22**	**101.25**	**91.39**	**86.22**	**70.60**	**91.53**	**108.06**	**112.84**	**125.40**	**1316.33**	1367.62
Interconnections to LPVCWD	2.81	13.10	2.70	2.44	3.53	1.58	12.33	2.12	2.48	0.73	3.49	2.03	**49.34**	107.36
Production for CIWS 2016-17	**137.60**	**133.34**	**122.27**	**114.78**	**97.72**	**89.81**	**73.89**	**68.48**	**89.05**	**107.33**	**109.35**	**123.37**	**1266.99**	1260.26

Industry Public Utilities - Water Operations



	July	August	September	October	November	December	January	February	March	April	May	June
Production for CIWS 2016-17	137.60	133.34	122.27	114.78	97.72	89.81	73.89	68.48	89.05	107.33	109.35	123.37
Production for CIWS 2015-16	118.36	133.97	117.87	118.22	97.21	91.44	83.08	91.85	88.05	94.00	100.92	125.29

Attachment 5

CIWS-LPVCWD WATER EXCHANGE SUMMARY (pursuant to July 2015 Water Exchange and Supply Agreement)

Deliveries from LPVCWD to CIWS

Report for Fourth Quarter 16/17

	Zone 488 Deliveries							Zone 775 Deliveries								Combined	
QTR	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 775 Previous Year	Total	Running Total
Prior Period (15-16)					86.25	86.25	0.00						25.67	25.67	0.00	111.92	111.92
16-17 QTR 1	1.64	0.00	0.00	0.00	1.64	87.89	13.18			22.92	0.00		22.92	48.59	10.70	24.56	136.48
16-17 QTR 2	2.05	0.00	0.00	0.00	2.05	89.94	59.65			0.00	0.00		0.00	48.59	17.49	2.05	138.53
16-17 QTR 3	6.32	0.00	0.00	0.00	6.32	96.26	67.01			5.83	0.00		5.83	54.42	19.71	12.15	150.68
16-17 QTR 4	6.62	0.00	0.00	0.00	6.62	102.88	86.25			7.95	0.00		7.95	62.37	25.67	14.57	165.25
Annual Total	16.63	0.00	0.00	0.00	102.88		86.25			36.70	0.00		62.37		25.67	165.25	165.25

Deliveries from CIWS to LPVCWD

	Zone 488 Deliveries							Zone 775 Deliveries								Combined	
QTR	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 488 Previous Year	Total	Running Total
Prior Period (15-16)					85.06	85.06	0.00						26.26	26.26	0.00	111.32	111.32
16-17 QTR 1	7.80	0.00		0.00	7.80	92.86	18.62	2.67	1.87	5.70	0.64	0.01	10.89	37.15	8.29	18.69	130.01
16-17 QTR 2	0.00	0.00		0.00	0.00	92.86	31.19	2.08	0.98	4.06	0.43	0.00	7.55	44.70	14.21	7.55	137.56
16-17 QTR 3	6.65	0.00		0.00	6.65	99.51	81.64	5.42	0.73	3.94	0.31	0.01	10.41	55.11	20.65	17.06	154.62
16-17 QTR 4	0.00	0.00		0.00	0.00	99.51	85.06	1.42	0.95	3.93	0.57	0.00	6.87	61.98	26.26	6.87	161.49
Annual Total	14.45	0.00		0.00	99.51		85.06	11.59	4.53	17.63	1.95		61.98		26.26	161.49	161.49

Delivery Summary

							A	B				C	D	E
Quarter	LPVCWD Total to CIWS	CIWS Total to LPVCWD	Difference	LPVCWD to CIWS in 488	CIWS to LPVCWD in 488	488 Difference	Amount unable to exchange within 12 months in 488	CIWS owes $ to LPVCWD for 448 Deliveries	LPVCWD to CIWS in 775	CIWS to LPVCWD in 775	775 Difference	Amount unable to exchange within 12 months in 775	LPVCWD owes $ to CIWS for 775 Deliveries	LPVCWD Owes $ to CIWS
Prior Period (15-16)	111.92	111.32	-0.60	86.25	85.06	-1.19	0.00	0.00	25.67	26.26	0.59	0.00	0.00	0.00
16-17 QTR 1	24.56	18.69	-5.87	1.64	7.80	6.16	0.00	0.00	22.92	10.89	-12.03	0.00	0.00	0.00
16-17 QTR 2	2.05	7.55	5.50	2.05	0.00	-2.05	0.00	0.00	0.00	7.55	7.55	0.00	0.00	0.00
16-17 QTR 3	12.15	17.06	4.91	6.32	6.65	0.33	0.00	0.00	5.83	10.41	4.58	0.00	0.00	0.00
16-17 QTR 4	14.57	6.87	-7.70	6.62	0.00	-6.62			7.95	6.87	-1.08			
Running Total	165.25	161.49	-3.76	102.88	99.51	-3.37			62.37	61.98	-0.39			
		Balance Owed by CIWS Overall	3.76		Balance Owed by CIWS in 488	3.37				Balance Owed by CIWS in 775	0.39			

Notes:

Calculation of payment is not applicable until a full 12 months into the agreement that was entered into in July 2015

Column A represents water delivered in Zone 488 that was not redelivered within 12 months.

Column B represents the undelivered amount multiplied by the agreed the rate to convey water to the 448 zone as detailed in example table above.

Column C represents water delivered in Zone 775 that was not redelivered within 12 months.

Column D represents the undelivered amount multiplied by the agreed upon rate to convey water to the 775 zone as detailed in example table above.

Column E represents the difference between what each party owes.

Attachment 6

MainSanGabrielBasin
WATERMASTER

JULY 5, 2017

REPORT OF THE WATERMASTER ENGINEER ON HYDROLOGIC CONDITIONS

Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On May 26, 2017, the Baldwin Park Key Well groundwater elevation was 182.0 feet.
- On June 23, 2017, the Baldwin Park Key Well groundwater elevation was 180.0 feet. The historical low was 172.2 feet on September 30, 2016. A decrease of 0.5 feet from the prior week and a decrease of 2.0 feet from the prior month.
  - About 6 feet higher than one year ago (represents about 48,000 acre-feet.) Includes about 142,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 18 feet of groundwater elevation at the Key Well.

Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of June 27, 2017
  - Average rainfall from July 1st through June 30th of each year is 18.10 inches
  - Rainfall during July 1, 2016 through June 27, 2017 is 20.81 inches, which is 115 percent of average
  - Rainfall last year (during July 1, 2015 through June 30, 2016) was 12.11 inches, which was 67 percent of average
- Los Angeles Civic Center as of June 28, 2017
  - Average rainfall from July 1st through June 30th of each year is 15.14 inches
  - Rainfall during July 1, 2016 through June 28, 2017 is 19.00 inches, which is 125 percent of average
  - Rainfall last year (during July 1, 2015 through June 30, 2016) was 9.65 inches, which was 64 percent of average

Reservoir Storage and Releases

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
  - Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 11,136 acre-feet
  - San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir, and has a maximum storage capacity of 43,646 acre-feet
  - Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir, and has a maximum storage capacity of 28,696 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment
  - Total storage capacity is 83,478 acre-feet
  - Combined storage as of June 26, 2017 was 42,279 acre-feet (about 51 percent of capacity).
  - San Gabriel Reservoir inflow was 21 cfs and release was 235 cfs as of June 26, 2017.
  - Morris Reservoir inflow was 278 cfs and release was 50 cfs as of June 26, 2017. A portion of that release was diverted from the San Gabriel River at the Azusa Duarte intake for use by the Committee of Nine.

Untreated Imported Water Deliveries

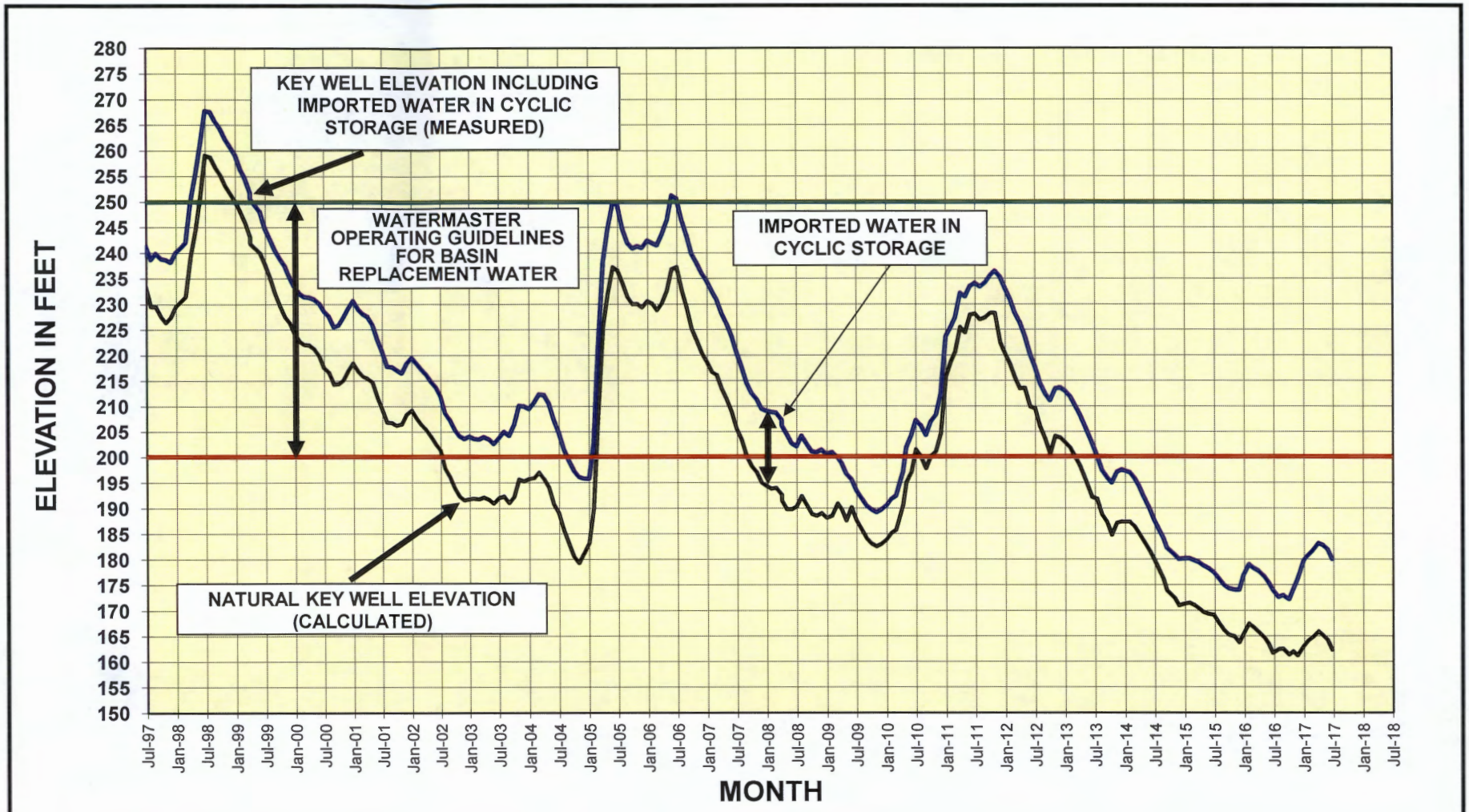
- Upper District
  - USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day)
    - No deliveries were made during April or May 2017

- Three Valleys District
  - No deliveries were made during April or May 2017

- San Gabriel District
  - San Gabriel District did not deliver to the San Gabriel Canyon Spreading Grounds during April 2017. San Gabriel District delivered about 556 AF to the San Gabriel Canyon Spreading Grounds during May 2017. San Gabriel District delivered 3,103 AF to the San Gabriel River during April 2017. San Gabriel District delivered about 230 AF to the San Gabriel River during May 2017.

Landfill Report

- Watermaster staff toured the following landfills during the month of June 2017:
  - Azusa Land Reclamation
  - Peck Road
  - Nu Way – Arrow
  - Manning Pit
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.



STETSON ENGINEERS INC.

Covina San Rafael Mesa, Arizona

WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

BALDWIN PARK KEY WELL GROUNDWATER ELEVATION

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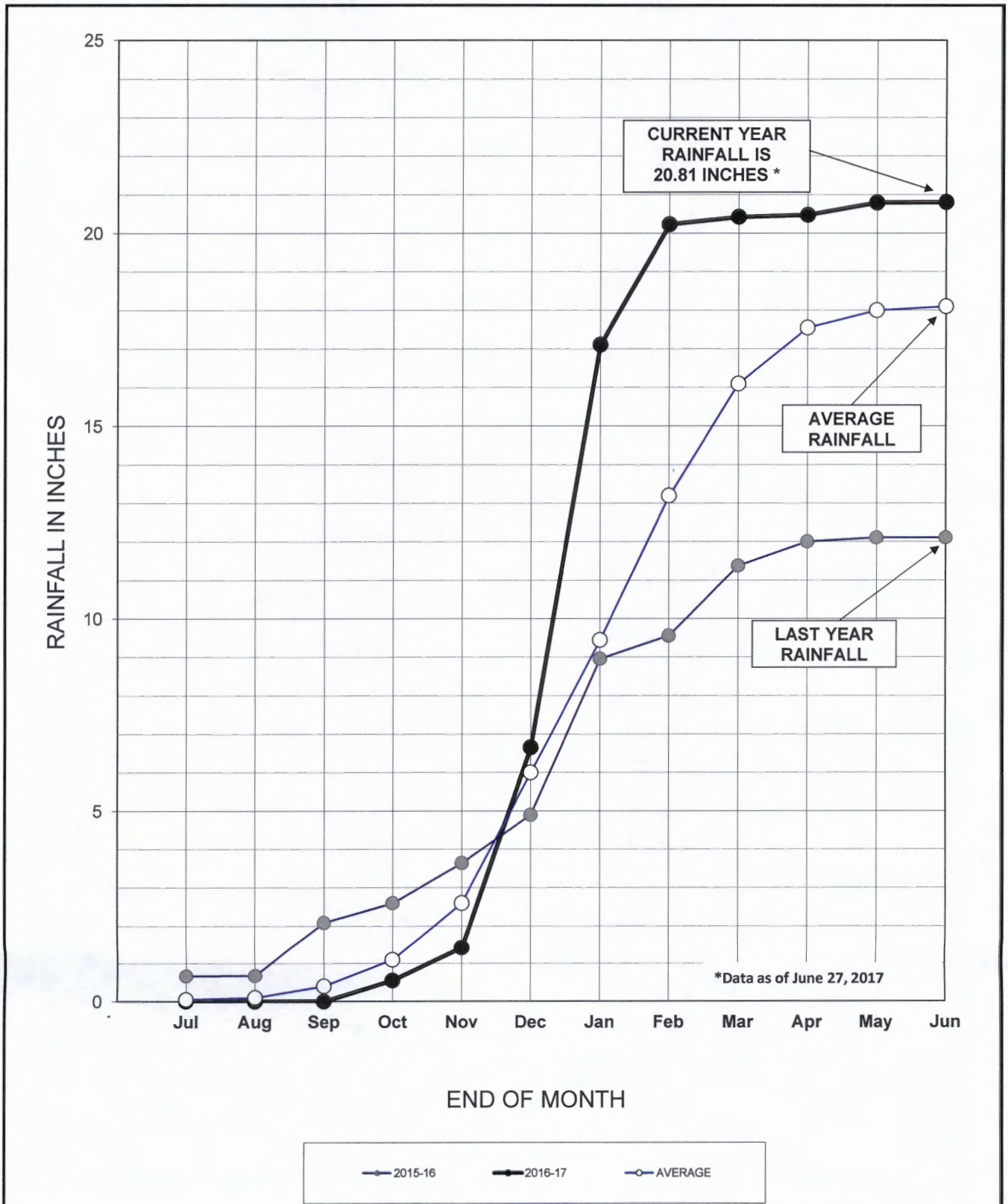

STETSON ENGINEERS INC.
Covina San Rafael Mesa, Arizona
WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

ACCUMULATED RAINFALL
AT PUDDINGSTONE DAM (STATION NO. 96-C)

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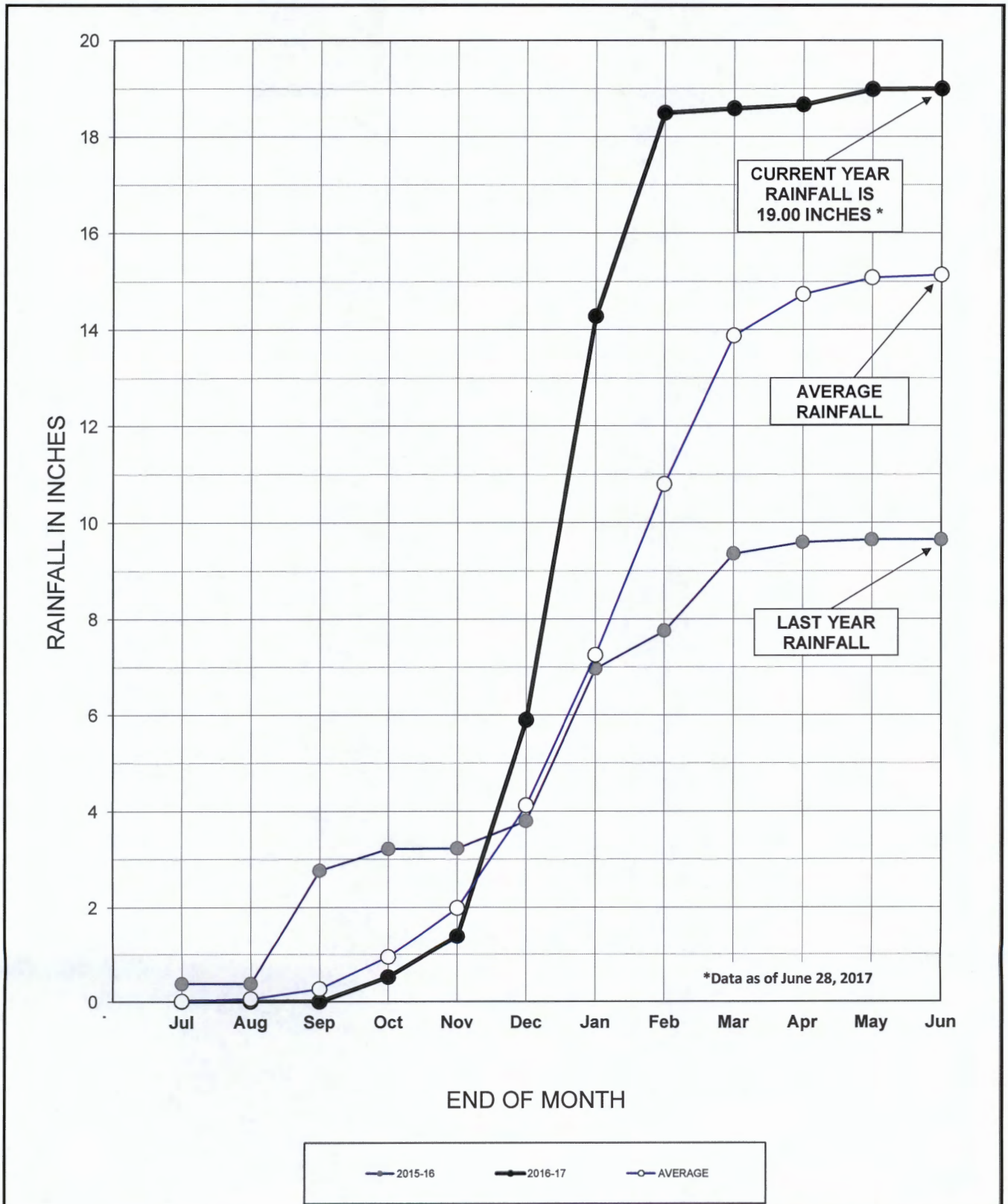

STETSON ENGINEERS INC.
Covina San Rafael Mesa, Arizona
WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

ACCUMULATED RAINFALL
AT LOS ANGELES CIVIC CENTER

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Attachment 7

SALARY AND BENEFITS SUMMARY OF LPVCWD STAFF - AS OFJUNE 30, 2017

EMPLOYEE	NO.	HOURLY RATE	O/T RATE	BENEFITS (Not Including Pers) PER HOUR	CalPERS PER HOUR	Wages, Benefits & CalPERS HOURLY
General Manager	24	$ 71.26		$ 17.29	$ 11.96	$ 100.51
Compliance Officer / Project Engineer*	40	$ 45.35		$ 21.66	$ 3.17	$ 70.18
Board Secretary / Office Administrator	1	$ 40.72		$ 24.08	$ 6.84	$ 71.64
Cust Serv/Accounting Supervisor	9	$ 39.89	$ 59.84	$ 23.35	$ 6.70	$ 69.94
Water Production & Treatment Supervisor	12	$ 39.60	$ 59.40	$ 21.05	$ 6.65	$ 67.30
Water Distribution Supervisor	7	$ 36.00	$ 54.00	$ 19.89	$ 6.04	$ 61.93
Water Production & Treatment Operator II	23	$ 35.70	$ 53.55	$ 20.65	$ 5.99	$ 62.34
Lead Water Service Worker	15	$ 34.89	$ 52.34	$ 21.24	$ 5.86	$ 61.99
Service Worker II**	38	$ 30.46	$ 45.68	$ 18.08	$ 2.13	$ 50.67
Service Worker II	18	$ 26.38	$ 39.57	$ 18.83	$ 4.43	$ 49.64
Water Production & Treatment Operator I	31	$ 26.03	$ 39.05	$ 19.58	$ 4.37	$ 49.98
Service Worker II	22	$ 25.90	$ 38.84	$ 19.55	$ 4.35	$ 49.80
Billing Clerk II	11	$ 25.39	$ 38.09	$ 12.66	$ 4.26	$ 42.31
Billing Clerk Part-Time	41	$ 17.11		$ 0.28		$ 17.39
Field Operations Assistant P/T (Hourly)*	33	$ 22.56	N/A	$ 0.36	$ 2.42	$ 25.34