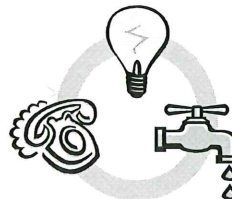


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA  
JULY 11, 2024, 8:30 A.M.

President Cory C. Moss  
Commissioner Michael Greubel  
Commissioner Steve Marcucci  
Commissioner Mark D. Radecki  
Commissioner Newell W. Ruggles



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Location: City Council Chambers, 15651 Mayor Dave Way, City of Industry, California

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## Addressing the Commission:

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

At the time of publication, no Commissioners intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Commissioner will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

[www.microsoft.com/microsoft-teams/join-a-meeting](http://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 294 017 888 441

Meeting Passcode: X24mii

**Or call in (audio only)**

+1 657-204-3264.

Phone Conference ID: 623 628 257#

## 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 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

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1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Industry Public Utilities Commission (IPUC) request specific items be removed from the Consent Calendar for separate action.

- 6.1 Consideration of the Register of Demands for June 27, 2024

*RECOMMENDED ACTION: Ratify the Register of Demands for May 23, 2024.*

- 6.2 Consideration of the Register of Demands for July 11, 2024

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

- 6.3 Consideration of Resolution No. IPUC 2024-05, a Resolution of the Industry Public Utilities Commission, Approving Blanket Purchase Orders for Vendors Totaling \$10,000.00 and Over for FY 2024-2025

*RECOMMENDED ACTION: Adopt Resolution No. 2024-05.*

- 6.4 Consideration of Amendment No. 5 to the Professional Services Agreement with POWER Engineers, Inc., extending the term through June 30, 2026, revising scope of services, revising the rate schedule, and increasing compensation by \$120,000.00 (MP 02-05 #7)

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.5 Report from the General Manager for the La Puente Valley County Water District regarding the Industry Public Utilities Water Operations

*RECOMMENDED ACTION:*  
*Report.*

*Receive and file the*

7. **ACTION ITEMS-NONE**
8. **PUBLIC HEARINGS-NONE**
9. **CLOSED SESSION-NONE**
10. **PUBLIC UTILITIES DIRECTOR COMMENTS**
11. **AB 1234 REPORTS**
12. **COMMISSIONER COMMUNICATIONS**
13. **PUBLIC COMMENTS**
14. Adjournment. The next regular Industry Public Utilities Commission Meeting is Thursday, August 8, 2024, at 8:30 a.m.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.1

**INDUSTRY PUBLIC UTILITIES COMMISSION**


**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting June 27, 2024

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	13,705.00
161	IPUC ELECTRIC FUND	132,697.14
TOTAL ALL FUNDS		146,402.14

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	146,402.14
TOTAL ALL BANKS		146,402.14

**APPROVED PER PUBLIC UTILITIES DIRECTOR**

  
\_\_\_\_\_

**DATE**

  
\_\_\_\_\_

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**June 27, 2024**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>11491</b>	06/12/2024		<b>FRONTIER</b>	<b>\$376.01</b>
	Invoice	Date	Description	Amount
	2024-00002055	05/25/2024	5/25-6/24/24 SVC-21535 BAKER PKWY BLDG #20	\$75.29
	2024-00002056	05/25/2024	5/25-6/24/24 SVC-21760 GARCIA LN	\$98.68
	2024-00002057	05/28/2024	5/28-6/27/24 SVC-179 S GRAND AVE	\$42.24
	2024-00002058	05/28/2024	5/28-6/27/24 SVC-21700 BAKER PKWY BLDG #23	\$61.12
	2024-00002059	05/28/2024	5/28-6/27/24 SVC-21912 GARCIA LN	\$98.68
<b>11492</b>	06/19/2024		<b>FRONTIER</b>	<b>\$2,240.90</b>
	Invoice	Date	Description	Amount
	2024-00002067	06/04/2024	6/4-7/3/24 SVC-21858 GARCIA LN	\$98.68
	2024-00002068	06/04/2024	6/4-7/3/24 SVC-21620 VALLEY BLVD WALNUT	\$65.17
	2024-00002069	06/01/2024	6/1-6/30/24 SVC-21700 VALLEY BLVD	\$65.17
	2024-00002070	06/01/2024	6/1-6/30/24 SVC-21650 VALLEY BLVD	\$61.12
	2024-00002071	06/01/2024	6/1-6/30/24 SVC-VARIOUS SITES	\$1,650.48
	2024-00002104	06/10/2024	6/10-7/9/24 SVC-747 S ANAHEIM PUENTE RD	\$264.62
	2024-00002105	06/07/2024	6/7-7/6/24 SVC-408 BREA CYN RD	\$35.66
<b>11493</b>	06/19/2024		<b>NEXTERA ENERGY MARKETING, LLC</b>	<b>\$17,925.20</b>
	Invoice	Date	Description	Amount
	871646	06/04/2024	WHOLESALE USE-MAY 2024	\$17,925.20
<b>11494</b>	06/19/2024		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$16,202.37</b>
	Invoice	Date	Description	Amount
	2024-00002064	06/03/2024	5/1-5/31/24 SVC-208 S WADDINGHAM	\$12,980.91
	2024-00002065	06/03/2024	5/1-5/31/24 SVC-208 S WADDINGHAM	\$2,975.37

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**June 27, 2024**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	2024-00002066	06/03/2024	5/1-5/31/24 SVC-VARIOUS SITES	\$246.09
<b>11495</b>	06/27/2024		<b>ACORN TECHNOLOGY SERVICES</b>	<b>\$6,901.91</b>
	Invoice	Date	Description	Amount
	11434-A	06/11/2024	MERAKI ADVANCED SECURITY EQUIP FOR WADDINGH	\$6,901.91
<b>11496</b>	06/27/2024		<b>ANIXTER INC.</b>	<b>\$48,631.68</b>
	Invoice	Date	Description	Amount
	5866422-00-A	05/15/2024	EQPT TO UPGRADE ELECT SVC-CHICK-FIL-A 21550 VA	\$26,416.87
	5866412-01	05/15/2024	MATERIALS FOR ELECTRICAL SVC-IBC	\$22,214.81
<b>11497</b>	06/27/2024		<b>CNC ENGINEERING</b>	<b>\$26,693.75</b>
	Invoice	Date	Description	Amount
	510394	06/13/2024	CITY ELECTRICAL FACILITIES	\$13,426.25
	510392	06/13/2024	AUTOMATIC METER READING	\$2,552.50
	510393	06/13/2024	REMOTE MONITORING-WADDINGHAM SUB STN	\$855.00
	510395	06/13/2024	DISTRIBUTION LINE EXTENSION @ 999 HATCHER AVE	\$9,860.00
<b>11498</b>	06/27/2024		<b>ENCO UTILITY SERVICES</b>	<b>\$12,134.31</b>
	Invoice	Date	Description	Amount
	INV65792	06/06/2024	CUSTOMER ACCT SVC-MAY 2024	\$12,134.31
<b>11499</b>	06/27/2024		<b>MC ELECTRIC</b>	<b>\$14,775.01</b>
	Invoice	Date	Description	Amount
	#3RET-IPU-0012	06/01/2024	RETENTION-STREETLIGHT INSTALLATION @ IBC	\$14,775.01

**Industry Public Utilities Commission  
Wells Fargo - Electric  
June 27, 2024**

Check	Date	Payee Name		Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
11500	06/27/2024	UNDERGROUND SERVICE ALERT OF €		\$83.50
	Invoice	Date	Description	Amount
	520240164	06/01/2024	DIG ALERTS	\$83.50
11501	06/27/2024	WESTERN POWER PROJECT ADVISOF		\$437.50
	Invoice	Date	Description	Amount
	IPUC-07-A	04/25/2024	ENGINEERING SVC-SMART METERS	\$437.50

Checks	Status	Count	Transaction Amount
	Total	11	\$146,402.14



*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.2

**INDUSTRY PUBLIC UTILITIES COMMISSION**

**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting July 11, 2024


<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	23,439.68
123	IPU-WATER CAPITAL IMPROVEMENT	34,536.22
161	IPUC ELECTRIC FUND	653,420.26
560	IPUC WATER FUND	89,604.80
TOTAL ALL FUNDS		801,000.96

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	676,859.94
IPUC.CHK	RECYCLED WATER-CIP	13,179.63
IPUC.CHK	IPUC WATER BOFA CKING	110,961.39
TOTAL ALL BANKS		801,000.96

APPROVED PER PUBLIC UTILITIES DIRECTOR



DATE



**Industry Public Utilities Commission**  
**Wells Fargo Electric - Wire Transfers**  
**July 11, 2024**

Check	Date	Payee Name		Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>WT155</b>	06/19/2024	<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>		<b>\$11,616.59</b>
	Invoice	Date	Description	Amount
	6/19/2024	06/19/2024	TRANSFER-PUBLIC BENEFIT CHARGES FOR APR 2024	\$11,616.59
<b>WT156</b>	06/19/2024	<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>		<b>\$11,605.07</b>
	Invoice	Date	Description	Amount
	6/19/2024-A	06/19/2024	TRANSFER-PUBLIC BENEFIT CHARGES FOR MAY 2024	\$11,605.07

Checks	Status	Count	Transaction Amount
	Total	2	\$23,221.66

**Industry Public Utilities Commission  
Wells Fargo - Electric  
July 11, 2024**

Check	Date			Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
<b>11502</b>	06/26/2024			<b>CALPINE ENERGY SOLUTIONS, LLC</b>	<b>\$86,140.77</b>
	Invoice	Date	Description	Amount	
	241730019941493	06/21/2024	WHOLESALE USE-MAY 2024	\$86,140.77	
<b>11503</b>	06/26/2024			<b>FRONTIER</b>	<b>\$1,243.31</b>
	Invoice	Date	Description	Amount	
	2024-00002139	06/10/2024	6/10-7/9/24 SVC-21508 BAKER PKWY BLDG 22	\$61.12	
	2024-00002140	06/10/2024	6/10-7/9/24 SVC-21808 GARCIA LN	\$98.68	
	2024-00002141	06/09/2024	6/9-7/8/24 SVC-208 WADDINGHAM WAY	\$890.00	
	2024-00002145	06/19/2024	6/19-7/18/24 SVC-21660 VALLEY BLVD	\$71.27	
	2024-00002146	06/19/2024	6/19-7/18/24 SVC-21415 BAKER PKWY	\$61.12	
	2024-00002147	06/19/2024	6/19-7/18/24 SVC-21438 BAKER PKWY BLDG 25	\$61.12	
<b>11504</b>	06/26/2024			<b>SAN FRANCISCO PUBLIC UTILITIES CO</b>	<b>\$343,000.00</b>
	Invoice	Date	Description	Amount	
	2024-00002144	06/20/2024	PCC1 RENEWABLE ENERGY CREDITS- ELECTRIC PUR	\$343,000.00	
<b>11505</b>	06/26/2024			<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$11,154.88</b>
	Invoice	Date	Description	Amount	
	7501674915	06/19/2024	5/1-5/31/24 SVC-745 ANAHEIM PUENTE RD	\$1,027.46	
	7501674922	06/19/2024	5/1-5/31/24 SVC-208 S WADDINGHAM WAY	\$8,266.71	
	7501674921	06/19/2024	5/1-5/31/24 SVC-133 N AZUSA AVE	\$1,860.71	
<b>11506</b>	07/11/2024			<b>AMEREX BROKERS LLC</b>	<b>\$7,000.00</b>
	Invoice	Date	Description	Amount	
	11987956	08/16/2023	PROFESSIONAL SVC	\$7,000.00	

**Industry Public Utilities Commission  
Wells Fargo - Electric  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>11507</b>	07/11/2024		<b>ASTRUM UTILITY SERVICES, LLC</b>	<b>\$17,000.00</b>
	Invoice	Date	Description	Amount
	062401	06/27/2024	CONSULTING SVC FOR IPUC-JUN 2024	\$17,000.00
<b>11508</b>	07/11/2024		<b>BRAUN BLAISING SMITH WYNNE, P.C.</b>	<b>\$1,040.00</b>
	Invoice	Date	Description	Amount
	21970	06/26/2024	LEGAL SVC FOR IPUC	\$1,040.00
<b>11509</b>	07/11/2024		<b>CNC ENGINEERING</b>	<b>\$33,207.50</b>
	Invoice	Date	Description	Amount
	510509	06/27/2024	CITY ELECTRICAL FACILITIES	\$19,945.00
	510510	06/27/2024	DISTRIBUTION LINE EXTENSION @ 999 HATCHER AVE	\$11,267.50
	510508	06/27/2024	REMOTE MONITORING-WADDINGHAM STN	\$1,140.00
	510507	06/27/2024	AUTOMATIC METER READING	\$855.00
<b>11510</b>	07/11/2024		<b>COUNTY OF LA - DEPT OF AGRICULTL</b>	<b>\$114.18</b>
	Invoice	Date	Description	Amount
	241687	06/12/2024	PEST CONTROL-WADDINGHAM POWER PLANT	\$114.18
<b>11511</b>	07/11/2024		<b>GASKELL TEP LLC</b>	<b>\$40,012.51</b>
	Invoice	Date	Description	Amount
	GW2B04-2024 IPU	05/15/2024	RENEWABLE ENERGY-APRIL 2024	\$40,012.51
<b>11512</b>	07/11/2024		<b>NV5, INC.</b>	<b>\$10,116.25</b>
	Invoice	Date	Description	Amount
	393249	06/17/2024	ON CALL ELEC ENG SVC-MAY 2024	\$2,295.00
	393250	06/17/2024	ON CALL ELEC ENG SVC-MAY 2024	\$1,785.00

**Industry Public Utilities Commission  
Wells Fargo - Electric  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
393255	06/17/2024		ON CALL ENG SVC-MAY 2024	\$340.00
393256	06/17/2024		ON CALL ELEC ENG SVC-MAY 2024	\$1,105.00
393258	06/17/2024		ON CALL ENG SVC-MAY 2024	\$4,591.25
<b>11513</b>	07/11/2024		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$93,431.70</b>
Invoice	Date	Description	Amount	
29849	05/31/2024	UTILITY OPERATIONS & SVC'S	\$11,285.00	
29854	05/31/2024	UTILITY OPERATIONS MAINT FOR DISTRIBUTION SYS`	\$82,146.70	
<b>11514</b>	07/11/2024		<b>SENSUS USA INC.</b>	<b>\$10,177.18</b>
Invoice	Date	Description	Amount	
ZA24012851	05/24/2024	AUTOMATED METER READING	\$10,177.18	

Checks	Status	Count	Transaction Amount
	Total	13	\$653,638.28

**Industry Public Utilities Commission**  
**Bank of America - Water**  
**July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>				
40749	06/12/2024		VALLEY VISTA SERVICES, INC	\$252.51
	Invoice	Date	Description	Amount
	972430	05/31/2024	IPU WATER-14063 PROCTOR AVE	\$252.51
40750	06/19/2024		SOUTHERN CALIFORNIA EDISON	\$12,038.69
	Invoice	Date	Description	Amount
	2024-00002063	06/04/2024	4/1-4/29/24 SVC-1991 WORKMAN MILL RD	\$12,038.69
40751	06/24/2024		INDUSTRY PUBLIC UTILITIES COMMIS	\$107.80
	Invoice	Date	Description	Amount
	JUN-24	06/20/2024	TRANSFER FROM IPUC WATER TO IPUC RECYCLED W	\$107.80
40752	07/11/2024		CNC ENGINEERING	\$7,137.50
	Invoice	Date	Description	Amount
	510513	06/27/2024	PUENTE BASIN WATERMASTER ISSUES	\$367.50
	510512	06/27/2024	LOMITAS GENERATOR	\$1,140.00
	510511	06/27/2024	PROCTOR YARD BLDG	\$5,630.00
40753	07/11/2024		GEO-ADVANTEC, INC.	\$27,582.00
	Invoice	Date	Description	Amount
	4242	06/14/2024	GEOTECHNICAL MONITORING & TESTING SVC-PROCT	\$27,582.00
40754	07/11/2024		INDUSTRY PUBLIC UTILITIES COMMIS	\$3,000.00
	Invoice	Date	Description	Amount
	JUN-24	06/24/2024	REPLENISH PAYROLL ACCT FOR JUNE 2024	\$3,000.00
40755	07/11/2024		LOS ANGELES COUNTY PUBLIC WOR	\$184.22

**Industry Public Utilities Commission  
Bank of America - Water  
July 11, 2024**

Check	Date	Payee Name	Check Amount
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**IPUC.CHK - IPUC Water BofA Checking**

Invoice	Date	Description	Amount
PW-24061007370	06/10/2024	PERMIT PLAN CHECK FEE-820 4TH AVE	\$184.22

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<b>40756</b>	07/11/2024		<b>ROWLAND WATER DISTRICT</b>	<b>\$60,658.67</b>
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Invoice	Date	Description	Amount
I-04302024-A	04/30/2024	CONTRACT SVC-APRIL 2024	\$4,838.69
I-04302024-B	04/30/2024	CONTRACT SVC-APRIL 2024	\$1,286.98
I-04302024-D	04/30/2024	CONTRACT SVC-APRIL 2024 SERVER UPGRADE	\$54,533.00

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Checks	Status	Count	Transaction Amount
<b>Total</b>		<b>8</b>	<b>\$110,961.39</b>



**Industry Public Utilities Commission**  
**Wells Fargo - Recycled Water CIP**  
**July 11, 2024**

Check	Date	Payee Name	Check Amount
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**IPUC.RWS.CIP.WF - IPUC RWS CIP WELLS FARGO**

600008	07/11/2024		ROWLAND WATER DISTRICT	\$13,179.63
	Invoice	Date	Description	Amount
	I-04302024-C	04/30/2024	CONTRACT SVC-APRIL 2024	\$13,179.63

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Checks	Status	Count	Transaction Amount
	Total	1	\$13,179.63

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.3



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** Honorable President and Commissioners  
**FROM:** Joshua Nelson, Public Utilities Director  
**STAFF:** Yamini Pathak  
**DATE:** 07/11/2024  
**SUBJECT:** Consideration of Resolution No. IPUC 2024-05, a Resolution of the Industry Public Utilities Commission, Approving Blanket Purchase Orders for Vendors Totaling \$10,000.00 and Over for FY 2024-2025

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### BACKGROUND

A blanket purchase order ("BPO") Vendor List is a list of all vendors with whom IPUC anticipates spending over \$10,000.00 in the fiscal year. On May 23, 2024, IPUC approved and adopted its budget for FY 2024-25 ("FY 25"). The FY 25 BPO Vendor List was developed in line with the FY 25 Adopted Budget.

### DISCUSSION

BPOs are a customary financial practice among cities in California, and in summary, are utilized to pay for goods and supplies, professional or maintenance services, and/or equipment with vendors with whom IPUC regularly conducts business with during the fiscal year. Although most BPOs can be created under the Public Utilities Director's purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors with whom the IPUC regularly conducts business, that total \$10,000.00 and over annually, is presented to IPUC for formal approval. This streamlines the purchasing process where necessary and assists staff to efficiently obtain goods and supplies, professional or maintenance services, and/or equipment to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City's Municipal Code (which also applies to IPUC) or intended to bypass the City's standard agreements and terms. Departments must adhere to the requirements of the City's procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the procurement policy, and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the City's Code, as it pertains to the Purchasing and Bidding Procedures (Chapter 3.04), that departments must follow and adhere to when obtaining goods and supplies, professional or maintenance services, and/or equipment

Any additional purchase orders beyond dollar amounts approved in the BPO will be submitted to the Public Utilities Director or IPUC, following procedures set forth in the City's Code and Purchasing Policy.

**Supplies & Equipment (Section 3.04.050)** - For supplies and equipment, purchases of \$100,000.00 and under may be made at the discretion of the Public Utilities Director.

Upon the approval of the IPUC, BPOs will be created for all vendors the IPUC regularly conducts

business with for supplies and equipment for FY 25.

Pursuant to Section 3.04.040 of the Code, purchases of supplies and equipment over \$100,000.00 require a formal bidding process and formal approval by the IPUC. Should items over \$100,000.00 be taken to IPUC during the current fiscal year, BPOs will be created for these items as IPUC approves them.

**Services** (Section 3.04.055) - Procurement of professional services of an estimated value of fifty thousand dollars or less may be made by the Public Utilities Director at his or her discretion on the open market without specific solicitation or competitive bidding requirements. Professional services greater than fifty thousand dollars require prior approval by the IPUC.

IPUC is proposing BPOs for services that include on-going periodic facilities maintenance for vendors the IPUC regularly conducts business with. These services exclude public works projects. IPUC is requesting BPOs to streamline the purchase order and invoice processing flow for repetitive, required services for day-to-day operations.

### **BPO Vendor List for FY 25**

The BPO Vendor List for FY 25, attached as Exhibit A, includes all vendors with whom the IPUC regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 25 Adopted Budget.

BPOs can also be utilized for vendors that total less than \$10,000.00 annually, and with whom the IPUC conducts business on a recurring basis throughout the fiscal year.

### **FISCAL IMPACT**

The BPOs for all vendors listed in Exhibit A total \$65,000.00. This has been accounted for and included in the FY 25 Adopted Budget.

### **RECOMMENDATION**

Staff recommends the IPUC Board adopt Resolution No. 2024-05, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 25.

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### **Attachments**

Exhibit A  
Resolution

**Industry Public Utilities**  
**Blanket Purchase Order Vendor List for FY 2024-25 ("FY 25")**  
**Exhibit A**  
**Vendors Totaling \$10,000 and Over**

**SERVICES**

Item #	Vendor Name	FY 25 Proposed Amount	Primary Purpose
1	Garcia's Fence Corp	10,000	Fence maintenance services
2	ISN Global Enterprises	15,000	Professional IT support for audio-video devices
3	San Gabriel Valley Newspaper Group	10,000	Advertisement, notices for invitation of bids, public hearings, etc.
4	Vortex Industries Inc	15,000	Gate mainetenance services

\$ 35,000.00

**SUPPLIES**

Item #	Vendor Name	FY 25 Proposed Amount	Primary Purpose
5	B2 Print	10,000	Office supplies - letterhead, envelopes, & business cards
6	Home Depot	10,000	Property maintenance supplies
7	Lowe's	10,000	Property maintenance supplies
8	Merritt's Ace Hardware	10,000	Property maintenance supplies

\$ 30,000.00

<b>TOTAL IPU</b>	<b>\$</b>	<b>65,000.00</b>
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## RESOLUTION NO. IPUC 2024-05

### RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2024-2025

**WHEREAS**, in FY 2016-17 (“FY 17”), the Financial Services Department (“Finance”) implemented several new internal controls and financial procedures Citywide, in which blanket purchase orders (“BPOs”) were identified as a critical fiscal control that allows the Industry Public Utilities Commission (“IPUC”) to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of the IPUC; and

**WHEREAS**, BPOs are a customary financial practice among public agencies in California; and in summary, are utilized to pay for goods and services with vendors that IPUC regularly conducts business with during the fiscal year; and

**WHEREAS**, annually, after the IPUC’s operating budget is adopted, Finance presents to the IPUC for its consideration a BPO Vendor List for all vendors with whom IPUC anticipates spending over \$10,000.00 in the upcoming fiscal year; and

**WHEREAS**, on May 23, 2024, the IPUC approved and adopted its budget for FY 2024-25 (“FY 25”); and

**WHEREAS**, the FY 25 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code (which applies to the IPUC) as it pertains to purchasing and bidding procedures; and

**WHEREAS**, the FY 25 BPO Vendor List was also developed in accordance with the FY 25 Adopted Budget.

**NOW, THEREFORE, THE INDUSTRY PUBLIC UTILITIES COMMISSION DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 25, is hereby approved.

**Section 3.** The Public Utilities Director, and/or his designee, is authorized to prepare and execute all BPOs identified and listed on said Exhibit A.

**Section 4.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality,

or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 5.** The Commission Secretary shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** by the Industry Public Utilities Commission at a regular meeting held on July 11, 2024, by the following vote:

AYES:                    COMMISSIONER:

NOES:                    COMMISSIONER:

ABSTAIN:                COMMISSIONER:

ABSENT:                 COMMISSIONER:

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Cory C. Moss, President

**ATTEST:**

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Julie Gutierrez-Robles, Secretary

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.4





# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** Honorable President and Commissioners  
**FROM:** Joshua Nelson, Public Utilities Director  
**STAFF:** Mathew Hudson, Engineering Manager; Dev Birla, Senior Energy Adviser, CNC Engineering  
**DATE:** 07/11/2024  
**SUBJECT:** Consideration of Amendment No. 5 to the Professional Services Agreement with POWER Engineers, Inc., extending the term through June 30, 2026, revising scope of services, revising the rate schedule, and increasing compensation by \$120,000.00 (MP 02-05 #7)

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### BACKGROUND

On April 11, 2019, the IPUC approved the Professional Services Agreement ("Agreement") with POWER Engineers, Inc. ("PEI") in an amount not-to-exceed \$160,000.00. The scope of work included providing engineering support to enable remote monitoring of the Waddingham Substation ("Substation"), evaluation of the grounding grid, cyber security, ETAP system model and updating the Spill Prevention Control and Counter Measures ("SPCC") Plan. On October 10, 2019, the IPUC approved Amendment No.1 to revise the rate schedule to include travel and other reimbursable expenses.

On December 10, 2020, the IPUC approved Amendment No. 2 to extend the term through December 31, 2021, and increase compensation by \$25,000.00 to complete the remaining work of providing construction support, setting up and configuring of equipment including the final commissioning of all of the equipment.

On July 8, 2021, the IPUC approved Amendment No. 3 to extend term through June 30, 2022, for ongoing support for one year to make sure remote monitoring of HMI remains functional without any problem, and increasing compensation by \$25,000.00.

On August 11, 2022, the IPUC approved Amendment No. 4 to extend the term through June 30, 2024, for the engineering and oversight for the replacement of online Dissolved Gas Analysis ("DGA") monitoring system of both power transformers at the Substation, relay protection coordination of six Substation feeders, develop a system model of Anaheim-Puente distribution system and power -- flow studies that included new loads to safely integrate a solar energy customer in the distribution system, and an increase in compensation by \$140,000.00.

### DISCUSSION

The Agreement expired on June 30, 2024, and some of the tasks, such as the relay protection coordination study of six 12kV distribution feeders originating from the Substation are not completed due to a delay in the occupancy by prospective tenants at the Industry Business Center buildings, and because the ultimate loads are not online yet. Additionally, the DGA monitoring for the Anaheim-Puente System model needs updating due to new potential loads. There are new tasks added to the scope of services that include development of a system model for Industry Hills distribution system at Pacific Palms Hotel and its vicinity. Amendment No. 5 is necessary for PEI to complete the work, extending the term through June 30, 2026, revising the rate schedule to reflect PEI's current rates,

and a companion increase in compensation by \$120,000.00.

### **FISCAL IMPACT**

The fiscal impact is \$120,000.00 through June 30, 2026. In the adopted fiscal year 2024-2025 Capital Improvement Project budget, \$30,000.00 is approved (Account No.122-718-5130, MP 02-05#7) and is sufficient budget to cover the services in FY 25.

### **RECOMMENDATION**

It is recommended that the IPUC approve Amendment No. 5 to the Professional Services Agreement with PEI.

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### **Attachments**

A. Amendment No. 5 to the Professional Services Agreement with PEI dated July 11, 2024

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT WITH POWER ENGINEERS, INC.**

This Amendment No. 5 to the Professional Services Agreement (“Agreement”) is made and entered into this 11th day of July, 2024, (“Effective Date”) by and between the Industry Public Utilities, a public agency existing under the current laws of state of California (“IPU”) and POWER Engineers, Incorporated, an Idaho corporation, (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about April 11, 2019, the IPUC approved the Agreement with Consultant to perform engineering work for the remote monitoring of Waddingham Substation, evaluation of the grounding grid, cyber security, ETAP system model and updates to the Spill Prevention Control and Counter Measures (“SPCC”) Plan; and

**WHEREAS**, on or about October 10, 2019, the IPUC approved Amendment No. 1 to revise the rate schedule to include reimbursement of travel and other related expenses; and

**WHEREAS**, on or about December 10, 2020, the IPUC approved Amendment No. 2 to extend the term through December 31, 2021, and increase the compensation by \$25,000 to complete the remaining work of providing construction support, setting up and configuring the equipment, and commissioning of all of the equipment; and

**WHEREAS**, on or about July 8, 2021, the IPUC approved Amendment No. 3 to extend term through June 30, 2022, for ongoing support to ensure that the remote monitoring of Human Machine Interface (“HMI”) remains functional, along with an increase in compensation by \$25,000.00; and

**WHEREAS**, on or about August 11, 2022, the IPUC approved Amendment No 4 to extend the term through June 30, 2024, for the engineering and oversight for the installation and testing of the online Dissolved Gas Analysis monitoring system (“DGA”) of both power transformers at the substation, along with an increase in compensation by \$140,000.00; and

**WHEREAS**, the Agreement expired on June 30, 2024, and Amendment No. 5 is necessary to extend the term through June 30, 2026, revise the scope of services to include completing the relay protection coordination study of six 12kV distribution feeders originating from Waddingham Substation with the downstream protection devices of fuses in the pad mounted switches and pad mounted transformers. The scope is revised to also include the power system analysis at the Anaheim-Puente and Pacific Palms Hotel Interconnections distribution systems for potential future load additions and a power-flow study. Additionally, it is necessary to revise the rate schedule to reflect Consultant’s current rates, along with a companion increase in compensation of \$120,000.00; and

**WHEREAS**, for the reasons set forth herein, the IPU and Consultant desire to enter into this Amendment No.5, as set forth below.

## AMENDMENT

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

### **1. TERM**

This Agreement shall commence on July 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

### **4. PAYMENT**

Second sentence of Paragraph 4(a) is revised to read “This amount shall not exceed Four Hundred Seventy Thousand Dollars (\$470,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement”

### **Exhibit A Scope of Services**

The Scope of Services is hereby rescinded in its entirety and replaced with Attachment 1, attached hereto, and incorporated herein by reference.

### **Exhibit B Rate Schedule**

The Rate Schedule is hereby rescinded in its entirety and replaced with Attachment 2, attached hereto and incorporated herein by reference.

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 have executed this Amendment No. 5 to the Agreement as of the Effective Date.

(SIGNATURES ON THE FOLLOWING PAGE)

**“IPU”**  
**Industry Public Utilities**

**“CONSULTANT”**  
**POWER Engineers, Inc.**

By: \_\_\_\_\_  
Joshua Nelson, Public Utilities Director

By: \_\_\_\_\_  
Jason Marena, Department Manager

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Commission Secretary

**APPROVED AS TO FORM**

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

**ATTACHMENT 1**  
**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant shall provide engineering design and power system analysis services and power testing and energization (“PTE”) as required on the following tasks:

Task 1 – Remote Monitoring of Waddingham Substation

- Engineering support on remote monitoring of Waddingham Substation related to SCADA-HMI and alarms
- Provide engineering support on any engineering and operational issues of online Dissolved Gas Analysis Monitoring Analysis as required.
- Any other substation engineering support required for operation of substation

Task 2 – Waddingham Substation Feeder Modeling and Relay Protection Coordination

- Using existing IPU’s ETAP system model-model each of six 12kV distribution feeders originating from the Waddingham substation in ETAP and model will include downstream fuses in the pad mounted switches and pad mounted transformers.
- Perform a protection coordination study of each of six 12 kV distribution feeders which include coordination of the substation feeder overcurrent relays with the downstream protective devices such as fuses.
- Provide a report with the results and recommendations to modify any relay settings.
- Update relay settings, if required

Task3- Develop an electrical system model in ETAP of IPU’s Industry Hills/Pacific Palms Hotel

- Develop an electrical system model IPU’s Industry Hills/Pacific Palms Hotel 12 kV distribution system with main feed from Southern California Edison (“SCE”)
- Perform a load flow analysis to include future potential loads and determine voltage drop and power flow on various circuits on 12 kV distribution system from the interconnection with SCE including need for upgrade of interconnection and increase in capacity if required.

Task4- Update existing system model in ETAP of IPU’s Anaheim-Puente 12kV distribution system and perform the load flow and other system analysis for new potential loads

**ATTACHMENT NO. 2**  
**EXHIBIT B**  
**RATE SCHEDULE**

Senior Project Manager I ..... \$290.00/hr.  
Senior Program Manager I  
Senior Project Engineer III  
Senior Project Lead III  
Strategic Consultant III  
Principal Engineer I

Project Manager III ..... \$280.00/hr.  
Senior Project Lead II  
Construction Manager III  
Senior Project Engineer II  
Strategic Consultant II  
Senior Consultant III  
Senior Engineer II

Project Manager II ..... \$250.00/hr.  
Senior Project Lead I  
Strategic Consultant I  
Senior Consultant II  
Senior Project Engineer I  
Construction Manager II  
Senior Engineer I

Project Manager I ..... \$220.00/hr.  
Project Lead II  
Construction Manager I  
Environmental Specialist IV  
Project Engineer II  
Engineer IV  
Designer V  
Project Administrator III  
Senior Consultant I

Project Lead I ..... \$210.00/hr.  
Project Engineer I  
Engineer III Designer IV Environmental Specialist III Procurement Specialist III  
Scheduling Specialist III  
Project Administrator II  
Consultant III

Engineer II ..... \$195.00/hr.  
Designer III  
Technician IV

Environmental Specialist II  
Procurement Specialist II  
Scheduling Specialist II  
Project Administrator I  
Consultant II

Engineer I ..... \$180.00/hr.

Designer II  
Drafter IV  
Technician III  
Environmental Specialist I  
Procurement Specialist I  
Field Representative IV  
Scheduling Specialist I  
Project Managers Assistant III  
Consultant I

Designer I ..... \$150.00/hr.

Drafter III  
Technician II  
Field Representative III  
Staff Assistant II  
Project Managers Assistant II

Drafter II ..... \$125.00/hr.

Staff Assistant Field Representative II  
Project Managers Assistant I

Drafter I ..... \$105.00/hr.

General Office Assistant  
Field Representative I

Personnel with specialized experience are employed by or on retainer to POWER. Charges for these specialists are negotiated on an individual basis depending on the assignment. Professional time for depositions and testimony is charged at 1.5 times the rate for services; full-day minimums apply.

**POWER ENGINEERS, INC.**

**SCHEDULE OF CHARGES – 2024**

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

**REPRODUCTION**



**Drawings – Black & White**

Large Scale Drawings (C Size) \$2.25/ea.

Large Scale Drawings (D Size) \$3.95/ea.

Large Scale Drawings (E Size) \$6.50/ea.

**Drawings – Color**

Large Scale Drawings (C Size) \$7.00/ea.

Large Scale Drawings (D Size) \$13.10/ea.

Large Scale Drawings (E Size) \$21.00/ea.

**Documents – Black & White**

Single-sided Copies 8 x 11 \$0.13/ea. 11 x 17 \$0.20/ea.

Double-sided Copies 8 x 11 \$0.26/ea. 11 x 17 \$0.41/ea.

**Documents – Color**

Single-sided Copies 8 x 11 \$0.60/ea. 11 x 17 \$1.20/ea.

Double-sided Copies 8 x 11 \$1.20/ea.

Spiral Comb \$3.20/ea.

3 Ring Binder Dependent on size

Special Copy Center Projects (Labor) \$105.00/hr.

Other

**EXHIBIT A TO AMENDMENT NO. 5:  
PROFESSIONAL SERVICES AGREEMENT WITH POWER ENGINEERS,  
INCORPORATED  
(DATED APRIL 11, 2019)**

**INDUSTRY PUBLIC UTILITIES COMMISSION  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 11, 2019 ("Effective Date"), between the Industry Public Utilities Commission ("IPUC") and POWER Engineers, Incorporated, an Idaho 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 tasks described herein are completed, but in no event later than June 30, 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 engineering consulting 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 or his designee 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 One Hundred Sixty Thousand Dollars (\$160,000.00) 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 the 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. 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.

## **6. 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, and upon final payment of all undisputed invoices, 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. The IPUC shall not gain ownership of any intellectual property of Consultant that was used to create the services. 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 shall grant to IPUC a non-exclusive, perpetual,

royalty-free, world-wide, limited license under copyright to use 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 Consultant.

## **7. 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, and employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including 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 IPUC, and any and all of its employees, and officials from and against any liability (including liability for claims, suits, actions, 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, 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 negligent 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**. In the event the IPUC, its officers, employees, and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the comparatively negligent performance of the services encompassed by this Agreement, and upon demand by IPUC, Consultant shall have an immediate duty to mutually consult 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 to the extent that any liability arises out of the negligent acts or omissions of Consultant.

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 comparatively negligent. Consultant will be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to fees, expert fees and costs of litigation.

## **8. 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.

## **9. 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.

## **10. 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 occasioned by failure of the Consultant to comply with this Section.

## **11. 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.

**12. 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 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 in connection with the Project performed under this Agreement.

**13. 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, mediation 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.

**14. 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:

To IPUC:

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

Attention: Troy Helling, Public Utilities Director



With a Copy to: James M. Casso, Legal Counsel  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant: POWER Engineers, Inc.  
3944 Murphy Canyon Road, Suite 100  
San Diego, CA 92123

Attention: Hector Esquer, PE, Project Manager

## **15. 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 an 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 subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the IPUC and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

## **16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

Any and all disputes, controversies or claims between the Parties to this Agreement, if not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the Parties for resolution. In the event the Parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice by either Party to the other of the conclusion of senior management negotiations. Mediation shall follow the Commercial Mediation Rules published by the American Arbitration Association. The Parties shall share equally the costs and fees of the mediator and each Party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation. Unless the Parties agree otherwise, mediation shall be held in Los Angeles County, California. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction. In the event the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the Parties may agree, either Party may initiate formal proceedings against the other Party.

Consultant and the IPUC waive, to the fullest extent permitted by law, any right they may have to receive damages from the other Party based on any theory of liability for any special, indirect, consequential (including lost profits), exemplary or punitive damages.

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE IPUC AGREES TO LIMIT THE CONSULTANT'S LIABILITY TO THE IPUC AND TO ALL PERSONS HAVING CONTRACTUAL RELATIONSHIPS WITH THE IPUC TO THE AMOUNT OF INSURANCE UNDER EXHIBIT C.**

**23. 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.

**24. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE IPUC AGREES TO LIMIT THE CONSULTANT'S LIABILITY TO THE IPUC AND TO ALL PERSONS HAVING CONTRACTUAL RELATIONSHIPS WITH THE IPUC TO THE AMOUNT OF INSURANCE UNDER EXHIBIT C.**

**25. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Consultant and the IPUC waive, to the fullest extent permitted by law, any right they may have to receive damages from the other Party based on any theory of liability for any special, indirect, consequential (including lost profits), exemplary or punitive damages.

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

**“IPUC”**

Industry Public Utilities Commission


**“CONSULTANT”**

POWER Engineers, Inc.

By

  
Troy Helling, Public Utilities Director

By

  
Greg Clark, Sr. Project Manager

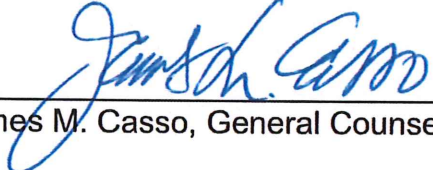
**Attest:**

By

  
Julie Gutierrez –Robles, Deputy Commission Secretary

**Approved as to form:**

By:

  
James M. Casso, General Counsel

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

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following Services:

**1. Remote monitoring of Waddingham substation, cyber security, grounding grid analysis and ETAP system model etc.**

- Update substation drawings to include the following:
  - One (1) new SEL -3620 Ethernet Security Gateway
  - One (1) new SEL-2730 U 24-Port Ethernet Switch
  - Wiring of GPS clock IRIG-B signals to 66 kV relays and meters.
  - Update single-line- diagram with additions and corrections
- Develop Electric System Model in ETAP from SCE 66 kV power source through the 12 kV feeder breakers
- Perform load flow study (real and reactive power), short-circuit analysis, protective coordination and arc flash incident energy analysis
- Update relay settings based on protection coordination study
- Arc- flash analysis per IEEE Std. 1584 and provide arc flash labels for 12 kV switchgears
- Perform Soil Resistivity tests in the substation and develop a model in CDEGS software package. Using the CDEGS model analyze step and touch voltages within the substation and 3 feet beyond the swing of outward opening gate. Provide a summary grounding report with the required mitigations in the ground grid including the substation boundary fence grounding.
- Facilitate remote monitoring of substation. Define network criteria document and provide configuration for the SEL-3620 Ethernet Security Gateway. The configuration to include remote access to the existing two SEL RTACs, Citect HMI and two SEL 66 kV substation meters.
- As – built points list for existing SEL RTACs configuration before any performing any modifications and then a recorded version of points list as record documentation after commissioning is completed.
- Modify existing Citect HMI one line diagram to include the addition of the 12 kV bypass breaker status , remote control of breakers and disconnects and 66 kV metering information IPUC requires to display.
- Provide remote web access to the CITECT HMI for monitoring the substation- specify the Web/Internet view only software and make it functional
- Add email notification functionality to provide notification on critical and non- critical alarms, equipment status changes and relay operations. Include battery and battery chargers alarms. Develop a point list of alarms and points and implement after IPUC approval.
- Purchase and configure three software SEL-5045 Team Event, TEAM Profile and SEL-5630 Meter Reports. Automate event report collection from relays, sequence of event data collection and notification via email or SMS text messages.
- Modify or configure two substation SEL 66 kV meters to allow hourly automated meter readings using SEL-5045 TEAM Profile software.
- Issue for construction (IFC) package for any new construction.
- Provide direction and supervision for any related field work done in the substation by IPUC's contractor

- Any training related to TEAM and other functions

## **2. Update Spill Prevention Control and Counter Measures(SPCC) Plan for Waddingham Substation**

- Review the existing SPCC Plan for the Waddingham 66 kV to 12 kV substation against the most recent amendments to the U.S. Environmental Protection Agency's oil pollution prevention regulations at Title 40 CFR Part 112 and California Aboveground Petroleum Storage Act.
- Kick-off meeting at IPUC office and site visit to Waddingham Substation
- Conduct Field Investigation and validate the data
- Identify instances of non- compliance and recommend solutions
- Update the SPCC Plan and conduct conference call with IPUC
- Develop final plan for IPUC approval
- Deliver signed and PE stamped final SPCC Plan

EXHIBIT B

RATE SCHEDULE

PERSONNEL CLASSIFICATION

President	\$283.00/hr.
Executive Vice President	
Senior Project Manager IV	
Project Manager Director	\$280.00/hr.
Senior Project Manager III	
Senior Project Manager II	\$265.00/hr.
Senior Program Manager II	
Senior Project Manager I	\$250.00/hr.
Senior Program Manager I	
Senior Project Engineer III	
Strategic Consultant III	
Project Manager III	\$235.00/hr.
Project Lead IV	
Construction Manager III	
Senior Project Engineer II	
Strategic Consultant II	
Senior Consultant III	
Project Manager II	\$210.00/hr.
Project Lead III	
Strategic Consultant I	
Senior Consultant II	
Project Engineer III	
Construction Manager II	
Senior Project Engineer I	
Engineer V	
Project Manager I	\$180.00/hr.
Project Lead II Construction	
Manager I Environmental	
Specialist IV Project Engineer II	
Engineer IV	
Designer V	
Project Administrator III	
Senior Consultant I	
Consultant III	

Project Lead I \$170.00/hr.  
Project Engineer I  
Engineer III  
Designer IV  
Environmental Specialist III  
Procurement Specialist III  
Scheduling Specialist III  
Project Administrator II  
Consultant II

Engineer II \$158.00/hr.  
Designer III  
Technician IV  
Environmental Specialist II  
Procurement Specialist II  
Scheduling Specialist II  
Project Administrator I  
Consultant I

Engineer I \$144.00/hr.  
Designer II  
Technician III  
Environmental Specialist I  
Procurement Specialist I Field  
Representative IV Scheduling  
Specialist I Project  
Managers Assistant III

Designer I \$127.00/hr.  
Drafter III  
Technician II  
Administrative Assistant I  
Field Representative III  
Staff Assistant II  
Project Managers Assistant II

Drafter II \$107.00/hr.  
Staff Assistant  
Field Representative II  
Project Manager Assistant I

Drafter I \$87.00/hr.  
General Office Assistant  
Field Representative I



## **SPECIAL APPLICATION SOFTWARE**

Level I Software *	\$10.00/hr.
Level II Software **	\$20.00/hr.
Level III Software ***	\$35.00/hr
Level IV Software ****	\$60.00/hr

\* Level I Software includes, among others: Structural Design, Foundation Design, HVAC Design, Conveyor Design, and Rockwell RSView & RSLogix.

\*\* Level II Software includes, among others: ASPEN OneLiner, ESA Easy Power, Milsoft Windmil, OSI ETAP, Pathloss, SKM PTW, SynerGEE, Smart Plant P&ID, Smart Plant Instrumentation, Autodesk Revit, Navisworks, PTW, Matlab, PLS-Cad, TL-PRO, AutoCAD, AutoCAD Plant, AutoCAD Civil 3D, MicroStation, and specialized estimating programs.

\*\*\*Level III Software includes, among others: CDEGS (RESAP/MALZ), GE PSLF, PSCAD (PSCAD/EMTDC), PTI PSS/E, WinIGS, Smart Plant 3D, PDS, ArcGis, Caesar II, and Electrocon CAPE.

\*\*\*\*Level IV Software includes, among others: CDEGS, CDEGS (HiFREQ), Aspentech, and Autodesk 3D Max.

## **REPRODUCTION**

### **Drawings – Black & White**

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

### **Drawings – Color**

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

### **Documents – Black & White**

Single-sided copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

### **Documents – Color**

Single-sided copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder		Dependent on size
Special Copy Center Projects (Labor)		\$45.00/hr.

**SURVEY EQUIPMENT**

Survey Equipment to support field crew		\$70.00/day
GPS Equipment 2 Units	\$60.00/hour	\$350.00/day
GPS Equipment 3 Units	\$80.00/hour	\$450.00/day

Communication Charge - including but not limited to VOIP charges, file sharing cloud services, and web collaboration sites, charged at 1% of labor billing charges.

CAD Usage Charge – charged at 3% of labor billing charges.

\*This standard Rate Schedule is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Rate Schedule. A new Rate Schedule will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

## 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 \$1,000,000.00 per occurrence, \$2,000,000.00 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.

**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, his 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 the 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 renegotiate Consultant's compensation.

**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. 6.5  
Verbal Presentation