

INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

REGULAR MEETING AGENDA
APRIL 20, 2017 9:00 A.M.



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



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

Addressing the Commission:

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

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.
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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 an Agreement with Pacific Utilities Installation, Inc., for Operation and Maintenance Services for the Waddingham Way 66kV Substation, Contract No. 2017-1001, in an amount not-to-exceed \$218,000.00.

RECOMMENDED ACTION: Approve the Agreement.

5.3 Consideration of a Water Treatment and Delivery Agreement with San Gabriel Valley Water Company for the treatment of water produced from the City's Well No. 5, and delivery of the water back to the City for use in its water system.

RECOMMENDED ACTION: Approve the Agreement.

5.4 Consideration of the purchase of water meters from Ferguson Waterworks, to be installed at all potable water use sites within the Industry Hills service area of the Industry Public Utilities Water System, in an amount not-to-exceed \$25,733.81.

RECOMMENDED ACTION: Approve the Purchase.

5.5 Consideration of the purchase of Neptune Radio Read Meter Data Collector Units to assist with early identification of customer leaks, and/or excessive usage in between the meter reading period, in an amount not-to-exceed \$22,890.00.

RECOMMENDED ACTION: Approve the Purchase.

5.6 Presentation of the Water Operations Quarterly Report.

RECOMMENDED ACTION: Receive and file the report.

6. Adjournment. Next regular meeting: Thursday, May 18, 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 April 20, 2017

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
560	Industry Public Utilities	36,230.60
	TOTAL ALL FUNDS	36,230.60

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	Bank of America	36,230.60
	TOTAL ALL BANKS	36,230.60

APPROVED PER CITY MANAGER

**Industry Public Utilities Commission
Board Meeting
April 20, 2017**

Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40324	03/15/2017		SO CALIFORNIA EDISON COMPANY	\$7,593.38
	Invoice	Date	Description	Amount
	2017-00001091	03/03/2017	01/31-03/02/17 SVC - 1991 WORKMAN MILL U	\$7,593.38
40325	03/29/2017		L A COUNTY TAX COLLECTOR	\$7,230.74
	Invoice	Date	Description	Amount
	8920 851 456 16	03/01/2017	PROP TAX FY 16-17 - WATER DIST. SYSTEM	\$3,093.12
	8920 851 457 16	03/01/2017	PROP TAX FY 16-17 - WATER DIST. SYSTEM	\$3,514.25
	8920 851 458 16	03/01/2017	PROP TAX FY 16-17 - WATER DIST. SYSTEM	\$66.35
	8920 851 459 16	03/01/2017	PROP TAX FY 16-17 - WATER DIST. SYSTEM	\$557.02
40326	04/12/2017		SO CALIFORNIA EDISON COMPANY	\$16,070.03
	Invoice	Date	Description	Amount
	2017-00001229	04/01/2017	03/02-03/31/17 SVC - 1991 WORKMAN MILL U	\$16,070.03
40327	04/20/2017		INDUSTRY PUBLIC UTILITIES	\$1,400.00
	Invoice	Date	Description	Amount
	MAR-17	03/29/2017	REIMBURSE PAYROLL - MARCH 2017	\$1,400.00
40328	04/20/2017		ROWLAND WATER DISTRICT	\$3,936.45
	Invoice	Date	Description	Amount
	I-02282017-A	03/07/2017	CONTRACT SVC - FEBRUARY 2017	\$2,100.04
	I-02282017-B	03/07/2017	CONTRACT SVC - FEBRUARY 2017	\$1,836.41

Checks	Status	Count	Transaction Amount
	Total	5	\$36,230.60

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2



INDUSTRY PUBLIC UTILITIES COMMISSION

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

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

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

MEMORANDUM

To: Honorable President Radecki and Commission Board Members

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

Staff: Tim Kolset, Project Manager *TK*

Date: April 20, 2017

SUBJECT Consideration of an agreement with Pacific Utilities Installation, Inc., for Operation and Maintenance Services for the Waddingham Way 66kV Substation, Contract No. 2017-1001, in an amount not to exceed \$218,000.00.

On January 24, 2017, the Industry Public Utilities Commission ("IPUC") published a Request for Proposal ("RFP") for Operations and Maintenance ("O&M") Services of the Industry Public Utilities Commission 66kV/12kV Substation located at 208 Waddingham Way, via the City of Industry's ("City") PlanetBids™ vendor portal. The published RFP required that the proposal provide operation and maintenance services, in addition to other tasks needed to connect and transmit energy through the 66kV/12kV Substation and to the IPUC's electrical grid.

The RFP was posted on the City's PlanetBids™ vendor portal on January 24, 2017. The 66kV/12kV Substation operation and maintenance job walk was held at the job site on February 8, 2017 at 10:00 am. Questions pertaining to the RFP were received up until February 24, 2017 at 1:00 pm in the City's PlanetBids vendor portal.

The RFP process closed on February 27, 2017 at 1:00 P.M. Seventeen prospective proposers viewed the RFP but the IPUC only received one (1) proposal from Pacific Utilities Installation, Inc. The PUI proposal has been reviewed for completeness, accuracy and qualifications and the IPUC staff has determined that PUI is a qualified vendor and submitted a complete and accurate proposal. PUI's references and qualifications have been checked by IPUC and City staff resulting in excellent recommendations from previous PUI employers.

The following table represents a summary of the proposals received:

Proposers	Bid Price
Pacific Utility Installation, Inc.	\$218,000.00
<i>Engineer's Estimate</i>	<i>\$150,000.00</i>

The IPUC has made the 66kV/12kV Substation Operation and Maintenance Manual and Appendix 1 available through the City Clerk's Office

FISCAL IMPACT:

The Engineer's estimate for the operation and maintenance services was \$150,000 over a three (3) year term. Pacific Utilities Installation, Inc. has proposed an estimate of \$218,000 for a three (3) year term.

The following table represents PUI's proposal estimate:

Monthly Service	\$75,600.00
Annual Service	\$28,000.00
Three-Year Major Service	\$79,000.00
IPUC Customer Load Connection	\$ 7,500.00
Hazardous Materials and Waste Plan	\$ 4,800.00
SCE Switch Yard Metering	\$7,800.00
O&M Manual	\$7,500.00
Start-up/Shut-Down/Test Procedures	\$7,800.00
Total Sources	\$218,000.00

RECOMMENDATIONS:

- 1.) Staff is recommending that the IPUC consider the results of the 66kV Substation proposal and award Pacific Utilities Installation, Inc. as the responsive and qualified proposer;
- 2.) Appropriate \$218,000 from the Electric Utility Reserves Fund to Account 120.718. 5120.01 (Professional Services) for the substation; and
- 3.) Approve and authorize the Maintenance Services Agreement between the IPUC and Pacific Utilities Installation, Inc. for the 66kV Substation operation & maintenance services and additional tasks

Exhibits

- A. Maintenance Services Agreement between the City of Industry and Pacific Utility Installation, Inc., dated April 20, 2017
 - B. Request for Proposals ("RFP") for Operations and Maintenance ("O&M") Services of the Industry Public Utilities Commission 66kV/12kV Substation
-

PJP:TK

EXHIBIT A

**Maintenance Services Agreement between the City of Industry and Pacific Utility
Installation, Inc., dated April 20, 2017**

[Attached]

INDUSTRY PUBLIC UTILITIES COMMISSION

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of April 20, 2017 ("Effective Date"), between the Industry Public Utilities Commission, IPUC a public body ("IPUC") and Pacific Utilities Installation, 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 tasks described herein are completed, but in no event later than April 19, 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 City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. 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 substation operation and maintenance 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 City. 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

City's IPUC Manager 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 Two Hundred Eighteen Thousand Dollars (\$218,000.00) 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 City. 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 City'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 City, its elected officials, officers, employees and agents, from and against any liability (including 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 City. 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 City, at the Consultant's office, and upon reasonable written request by the City, 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 City.

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 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 City, and any and all of its employees, officials and agents from and against any liability (including 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, 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 City, 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 City, Consultant shall have an immediate duty to defend the IPUC at Consultant's cost or at City'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 City, 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 City'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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, 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 City. 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 City, 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.

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 City, 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.

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 City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, 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 City, 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 City, unless Consultant is prohibited by law from informing the IPUC of such Discovery, court order or subpoena. IPUC retains the right, but has no obli-

gation, 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, City'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:

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

Attention: Public Utilities Director

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

To Consultant: William Pfeifer, President
Pacific Utility Installation, Inc.
1585 Harmony Circle
Anaheim, CA 92807

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 City.

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, 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.

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.

22. WAIVER

The waiver by IPUC or Consultant of any breach of any term, covenant or condition herein

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

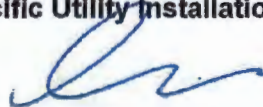
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"IPUC"
Industry Public Utilities Commission

"CONSULTANT"
Pacific Utility Installation, Inc.

By: _____
Paul J. Philips, Public Utilities Director

By:  _____
William Pfeifer, President

Attest:

By: _____
Diane M. Schlichting, Assistant 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

1. Operations and Maintenance (“O&M”) Scope of Services

Consultant shall perform full O&M responsibilities for the IPUC’s Substation (“Substation”), with the exception of the items listed in Section 4. The Consultant will perform at a minimum, emergency response & on-call services, routine, corrective & preventive maintenance, warranty compliance and technical support to ensure that the substation is safe, reliable, and operating at its optimum efficiency. In addition, the Consultant will assist with the connection of IPUC customer load including, at a minimum, start-up & shut down procedures, connection requirements & inspection, meter testing inspection & reporting, SCE meter configuration assistance; review & correct the IPUC’s operation and maintenance manual; provide, to the IPUC, a written operation documentation, detailing switching, tagging and clearance procedures; maintain As-Built drawings, as well as, configuration & maintenance records of the substation.

1.1. Monitoring, and Coordination

- Consultant will coordinate with the City’s call center and shall be able to provide onsite emergency response within two hours of notification.
- Determine if substation performance is operating within range of acceptable parameters.
- Determine required actions to restore power and optimal operations including, at a minimum, identifying contractor personnel necessary to troubleshoot, repair and restore the IPUC service to its customers
- Communicate with Southern California Edison (“SCE”) and the California Independent System Operator (“CAISO”), as necessary, to maintain reliable service, coordinate power connections and sound communication links

1.2. Dispatching of Subcontractors and Own Employees

Consultant shall dispatch and inform the IPUC when approved vendors, have been dispatched to perform required and emergency services needed to maintain, repair or test the Substation.

1.3. Troubleshooting and Service Response

If the Substation’s performance falls below or is outside of acceptable parameters, or an emergency situation indicates the need for onsite work, the Consultant shall visit the site within two hours to troubleshoot the Substation and determine the service and/or repair needed to restore the substation’s performance and/or power to the IPUC system.

The Consultant will be required to contact and dispatch the appropriate employee or subcontractor within four hours of the substation operational performance check

and/or emergency service request. The appropriate employee and/or subcontractor must be on site within 24 hours of the service request to complete the required service operation or repair and restore the Substation performance and/or IPUC power.

“Service Operations” refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers.

The Consultant will be responsible and make available to the IPUC a log of troubleshooting, service and repairs performed at the Substation.

1.4. Corrective Maintenance

Consultant will be responsible for the corrective and/or unscheduled maintenance, including at a minimum, performing services and/or replacing any part of the Substation that becomes unfit or unavailable for use, and performing the repair necessary to restore the Substation’s full operation and optimal performance.

The Consultant shall be responsible for maintaining and make available, to the IPUC, an ongoing corrective maintenance report.

1.5. Routine Inspections and Preventive Maintenance

The Consultant shall establish a bi-monthly routine inspection schedule for the Substation and perform preventive maintenance per the manufacturer’s specifications as required and needed to ensure the substation’s optimal performance. The Consultant’s preventive maintenance shall include proactive maintenance intended to keep the substation facility and equipment in good repair, good operating condition, appearance and working order; and to keep the substation’s equipment in compliance with the manufacturer’s warranties and standard practices.

The Consultant’s bi-monthly routine inspection and preventive maintenance shall include, at a minimum, the following tasks:

- General visual inspection and documentation of the Substation components, and grounds
- Visual inspection of the substation’s main power transformer, batteries & charging system, and circuit breakers
- Inspection and verification of wire connections
- Calibration of facility equipment per manufacturer’s specification
- Inspection and testing of fuses and breakers
- Wear and tear repairs

Consultant shall also comply with the routine inspection and preventative maintenance tasks set forth in Exhibit D, attached hereto, and incorporated herein by reference. Appendix 1 provides a list of anticipated routine inspection and preventive maintenance tasks.

As part of the preventative maintenance of the substation, the Consultant will provide a recommended list of spare parts based on the O&M Manual, attached hereto as Exhibit E and incorporated herein by reference, and anticipated scope of services. The Consultant shall be responsible for keeping an inventory of spare parts and equipment needed for corrective and preventive maintenance. The inventory of spare parts will be kept replenished by the Consultant to ensure timely repairs.

Detailed orders of replacement parts will be provided to the IPUC for review and approval prior to the authorization of payment.

1.6. IPUC Customer Load Connections

Consultant will assist with the connection of the IPUC customer load to the Substation. Customer connection work will include, at a minimum, substation outage schedules and timeframes, shut-down and start-up procedures, connection assistance and inspections, switchgear testing & configuration, IPUC electrical system testing & commissioning, assistance & information reporting with Southern California Edison, and reporting, documenting & acceptance of the IPUC customer connection.

Consultant will make available, to the IPUC, all materials and data related to the substation customer load and obtain IPUC approval prior to adding or supply IPUC customers' electric power through the Substation.

1.7. Hazardous Material and Waste

Consultant will apply best management practices in dealing with hazardous material and waste, including, at a minimum, the preparation and implementation of a Spill Prevention, Control and Countermeasure Plan ("SPCC"), by qualified personnel or consultant and monthly inspections required to meet the requirements of a SPCC plan.

Consultant will plan and direct the release, capture and cleanup of hazardous material and waste generated from the substation's operation and maintenance. The services needed to ensure proper capture and cleanup-of hazardous material and waster will be the responsibility of the Consultant and must meet the local state and federal regulatory requirements for the materials and waste designation.

Consultant will report and document spills and release of hazardous material and waste, and the proposed or executed corrective actions taken in cleanup and disposal of material and waste to the IPUC in written form.

1.8. SCE Switch Yard Metering

Consultant will assist the IPUC, its representatives, contractors and SCE, in determining if the SCE meters, located in the adjacent SCE switching facility and associated with the Substation are reporting accurate information on the amount of energy feeding and returning from the Substation. Determination on if the SCE meters are reporting and configured correctly must be completed and agreed upon prior to the substation being used for IPUC customer load.

1.9. Operation and Maintenance Manual

Consultant will review the current IPUC Substation O&M manual for correctness and completeness. If the Consultant finds information lacking, incomplete or in error the Consultant shall provide and/or create the documents needed to update and correct the substation O&M manual. Consultant will provide the O&M manual correction recommendations to the IPUC prior to inclusion for review and acceptance. Upon IPUC review and acceptance Consultant will update the O&M manual and supply a revised and updated copy to the IPUC in digital (PDF) and printed form.

1.10. 66kV Substation Start-Up, Shut-Down and Testing Procedures

Consultant will supply the IPUC with written documentation on the requirements, processes and procedures needed with starting, shutting down and/or testing the Substation as well as written operation documentation, detailing switching, tagging and clearance procedures. The documentation will be submitted to the IPUC for review and acceptance. Upon the IPUC acceptance the Consultant will supply the IPUC a final version of the required substation procedures in digital (PDF) and printed form.

1.11. As-Built Drawings and Configuration Control

Consultant shall update As-Built Drawings to reflect the changes made to the Substation. These files shall be updated within week of the change with notice and data made available to IPUC representative and contractors.

1.12. Reporting

Consultant shall provide reports and reporting documents to the IPUC in digital format including and a minimum the following:

- Documentation of site visit (needed for payment)
- Troubleshooting, service and/or repair completed during site visit.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation
- Provide the IPUC with brief outline on recommended corrective actions
- Furnish information required to enable the IPUC to respond to CAISO or SCE.
- Provide as built information and updated drawings

EXHIBIT B

RATE SCHEDULE

Service	Cost Per Service	Occurences (Three-year period)	Total
Monthly Service	\$4,20000	18	\$75,600.00
Annual Service	\$14,000.00	2	\$28,000.00
Three-Year Major Service	\$79,000.00	1	\$79,000.00
<i>As needed services:</i>			
IPUC Customer Load Connections		1	\$7,500.00
Hazardous Materials and Waste Plan		1	\$4,800.00
SCE Switch Yard Metering		1	\$7,800.00
Operations & Maintenance Manual		1	\$7,500.00
Start-up/Shut-down/Testing procedures		1	\$7,800.00
		Total	\$218,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the 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 the 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 the IPUC, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the 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 the 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 the 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 the 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.

EXHIBIT D

APPENDIX 1

EXHIBIT E

OPERATIONS AND MAINTENANCE MANUAL

EXHIBIT B

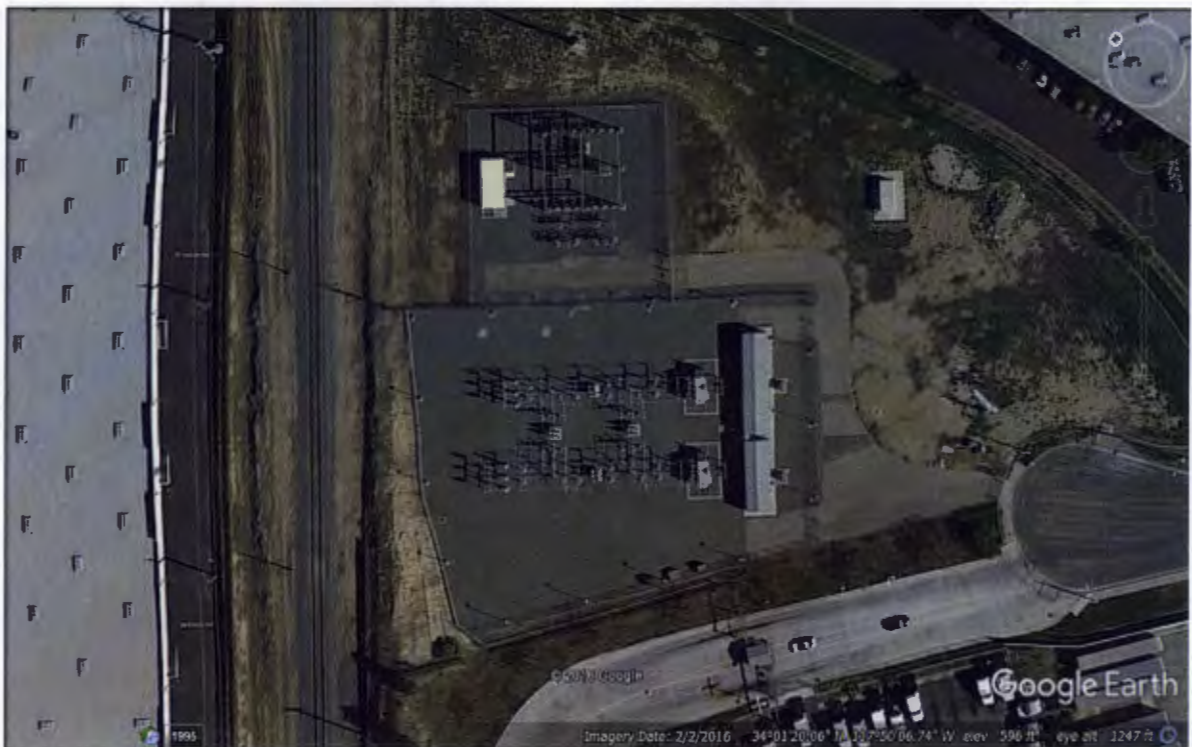
Request for Proposals (“RFP”) for Operations and Maintenance (“O&M”) Services of the Industry Public Utilities Commission 66kV/12kV Substation

[Attached]

Request for Proposals (“RFP”)

For

Operations and Maintenance (“O&M”) Services of the Industry Public Utilities Commission 66kV/12kV Substation



Issued By



Industry Public Utilities Commission

January 24, 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 OPERATION AND MAINTENANCE
 (“O&M”) SERVICES OF THE INDUSTRY PUBLIC UTILITIES COMMISSION
 66KV/12KV SUBSTATION
 Contract No. 2017-1001**

The **INDUSTRY PUBLIC UTILITIES COMMISSION**, hereinafter referred to as the **IPUC**, will receive proposals for “Request for Proposals for Operation and Maintenance Services of the IPUC 66kV/12kV Substation” for Contract No. 2017-1001 until **5:00 P.M. on February 27, 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 substation O&M 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 Proposal for O&M Services of the Industry Public Utilities Commission 66kV/12kV Substation**

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 O&M 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 operations and maintenance (“O&M”) services for the IPUC’s 66kV/12kV Substation (referred to as “Waddingham Way Substation” or “Substation”). The RFP objective is to select an O&M Contractor to provide O&M services requested herein for a 3-year term, beginning March 10, 2017. Attached to this RFP is the IPUC’s Maintenance Services Agreement to be executed with the successful O&M Contractor.

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

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

By submitting a bid, the O&M Contractor agrees to the terms and conditions set forth in the standard Professional Maintenance Agreement.

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

The O&M Contractor will be responsible to provide site monitoring, technical support, emergency response, weekly inspections, and preventive & corrective maintenance to ensure safe, and reliable operations. In addition, the contractor will also be required to provide written operation documentation, detailing switching, tagging and clearance procedures.

The O&M Contractor will notify and coordinate with IPUC Staff, Consultants and Representatives for matters relating to the equipment and services performed on the Substation. Proposers must provide qualifications, submit a fixed Base Price for monitoring, and preventive maintenance services and provide hourly rates for other services. Proposers must provide a Base O&M Price for a specified scope of services and may submit a Modified O&M Price for a modified and/or additional scopes of services recommended by the O&M Contractor.

The IPUC seeks to select an O&M provider that utilizes best management practices and incorporates recommended work scope to optimize the Facility’s performance at the lowest cost.

Complete proposals are due not later than 5:00 P.M. PST, February 27, 2017. The IPUC will conduct a non-mandatory job walk at the Substation beginning 10:00 A.M. PST, February, 8 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	January 24 , 2017 February 8 , 2017 at 10:00 AM
Non-Mandatory Pre-Job Walk	
PlanetBids Question & Answer Deadline	February 15, 2017 at 1:00 PM
Proposal Submittal Date	February 27, 2017 at 5:00 PM
Contractor Interview (if desired by IPUC)	March 2, 2017
O&M Contractor – City Council Approval	March 9, 2017
Start O&M Operations	March 10, 2017

1.2. City of Industry Contact(s)

Primary	City of Industry Kristen Weger, Administrative Analyst 626-333-2211 kweger@cityofindustry.org
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2. IPUC 66kV/12kV Substation Facility

The IPUC owns and operates a 66kV/12kV Substation facility¹ located at 208 Waddingham Way in the City of Industry. The substation is a ring bus configuration including two (2) 40 MVA transformers with associated control buildings, switching, and communication equipment.

The IPUC owned Substation is fed by SCE’s 66kV transmission lines through an adjacently located switch yard, and a Wholesale Distribution Service (WDT) Agreement with SCE (WDT115), which governs the Substation interconnection with SCE’s 66 kV high voltage power lines and terms for power delivery to the California Independent System Operator Corporation (CAISO) grid.

The Substation was given a Notice of Completion in November of 2015, and is ready for operation. Currently, there is no connected customer load. The Substation is anticipated to receive 10 MW of customer load upon the completion of the SCE 12kV connection switch over, with the load growing an additional 30MW as the Industry Business Center development is completed. Prior to

commencing service with IPUC customers the O&M Contractor will be required to do a complete inspection and confirm the operating integrity of the substation

Basic information on the Substation is provided in this RFP document. The 2015 Substation O&M Manual which contains drawings, plan sets, datasheets and manufacturer warranties can be accessed via the City's PlanetBids Vendor Portal.

3. O&M Scope of Services

The IPUC is seeking an O&M Contractor to perform full O&M responsibilities for the IPUC's Substation ("Substation"), with the exception of the items listed in Section 4. The O&M contractor will perform at a minimum, emergency response & on-call services, routine, corrective & preventive maintenance, warranty compliance and technical support to ensure that the substation is safe, reliable, and operating at its optimum efficiency. In addition, the O&M Contractor will assist with the connection of IPUC customer load including, at a minimum, start-up & shut down procedures, connection requirements & inspection, meter testing inspection & reporting, SCE meter configuration assistance; review & correct the IPUC's operation and maintenance manual; provide, to the IPUC, a written operation documentation, detailing switching, tagging and clearance procedures; maintain As-Built drawings, as well as, configuration & maintenance records of the substation.

3.1. Monitoring, and Coordination

- O&M Contractor will coordinate with the City's call center and shall be able to provide onsite emergency response within two hours of notification.
- Determine if substation performance is operating within range of acceptable parameters.
- Determine required actions to restore power and optimal operations including, at a minimum, identifying contractor personnel necessary to troubleshoot, repair and restore the IPUC service to its customers
- Communicate with Southern California Edison and the California Independent System Operator, as necessary, to maintain reliable service, coordinate power connections and sound communication links

3.2. Dispatching of Subcontractors and Own Employees

O&M Contractor shall dispatch and inform the IPUC when approved vendors, have been dispatched to preform required and emergency services needed to maintain, repair or test the Substation.

3.3. Troubleshooting and Service Response

If the Substation's performance falls below or is outside of acceptable parameters, or an emergency situation indicates the need for onsite work, the O&M Contractor shall visit the site within two hours to troubleshoot the Substation and determine the service and/or repair needed to restore the substation's performance and/or power to the IPUC system.

The O&M contractor will be required to contact and dispatch the appropriate employee or subcontractor within four hours of the substation operational performance check and/or emergency

service request. The appropriate employee and/or subcontractor must be on site within 24 hours of the service request to complete the required service operation or repair and restore the Substation performance and/or IPUC power.

“Service Operations” refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers.

The O&M Contractor will be responsible and make available to the IPUC a log of troubleshooting, service and repairs performed at the Substation.

3.4. Corrective Maintenance

O&M Contractor will be responsible for the corrective and/or unscheduled maintenance, including at a minimum, performing services and/or replacing any part of the Substation that becomes unfit or unavailable for use, and performing the repair necessary to restore the Substation’s full operation and optimal performance.

The O&M Contractor shall be responsible for maintaining and make available, to the IPUC, an ongoing corrective maintenance report.

3.5. Routine Inspections and Preventive Maintenance

The O&M Contractor shall establish a weekly routine inspection schedule for the Substation and perform preventive maintenance per the manufacturer’s specifications as required and needed to ensure the substation’s optimal performance. The O&M Contractor’s preventive maintenance shall include proactive maintenance intended to keep the substation facility and equipment in good repair, good operating condition, appearance and working order; and to keep the substation’s equipment in compliance with the manufacturer’s warranties and standard practices.

The O&M Contractor’s weekly routine inspection and preventive maintenance shall include, at a minimum, the following tasks:

- General visual inspection and documentation of the Substation components, and grounds
- Visual inspection of the substation’s main power transformer, batteries & charging system, and circuit breakers
- Inspection and verification of wire connections
- Calibration of facility equipment per manufacturer’s specification
- Inspection and testing of fuses and breakers
- Wear and tear repairs

Appendix 1 provides a list of anticipated routine inspection and preventive maintenance tasks. The IPUC seeks input from respondents to finalize Appendix 1 to ensure the Substation’s operation and maintenance is based on standard practices.

As part of the preventative maintenance of the substation, the O&M Contractor will provide a recommended list of spare parts based on the O&M Manual and anticipated scope of services. The O&M Contractor shall be responsible for keeping an inventory of spare parts and equipment needed for corrective and preventive maintenance. The inventory of spare parts will be kept replenished by the O&M contractor to ensure timely repairs.

Detailed orders of replacement parts will be provided to the IPUC for review and approval prior to the authorization of payment.

3.6. IPUC Customer Load Connections

O&M contactor will assist with the connection of the IPUC customer load to the Substation. Customer connection work will include, at a minimum, substation outage schedules and timeframes, shut-down and start-up procedures, connection assistance and inspections, switchgear testing & configuration, IPUC electrical system testing & commissioning, assistance & information reporting with Southern California Edison, and reporting, documenting & acceptance of the IPUC customer connection.

O&M contract will make available, to the IPUC, all materials and data related to the substation customer load and obtain IPUC approval prior to adding or supply IPUC customers' electric power through the Substation.

3.7. Hazardous Material and Waste

O&M Contractor will apply best management practices in dealing with hazardous material and waste, including, at a minimum, the preparation and implementation of a Spill Prevention, Control and Countermeasure Plan (SPCC), by qualified personnel or consultant and monthly inspections required to meet the requirements of a SPCC plan.

O&M contractor will plan and direct the release, capture and cleanup of hazardous material and waste generated from the substation's operation and maintenance. The services needed to ensure proper capture and cleanup-of hazardous material and waster will be the responsibility of the O&M Contractor and must meet the local state and federal regulatory requirements for the materials and waste designation.

O&M contractor will report and document spills and release of hazardous material and waste, and the proposed or executed corrective actions taken in cleanup and disposal of material and waste to the IPUC in written form.

3.8. SCE Switch Yard Metering

O&M contractor will assist the IPUC, its representatives, contractors and SCE, in determining if the SCE meters, located in the adjacent SCE switching facility and associated with the Substation are reporting accurate information on the amount of energy feeding and returning from the Substation. Determination on if the SCE meters are reporting and configured correctly must be completed and agreed upon prior to the substation being used for IPUC customer load.

3.9. Operation and Maintenance Manual

O&M consultant will review the current IPUC Substation O&M manual for correctness and completeness. If the O&M operator finds information lacking, incomplete or in error the O&M contractor shall provide and/or create the documents needed to update and correct the substation O&M manual. O&M Contractor will provide the O&M manual correction recommendations to the IPUC prior to inclusion for review and acceptance. Upon IPUC review and acceptance

contractor will update the O&M manual and supply a revised and updated copy to the IPUC in digital (PDF) and printed form.

3.10. 66kV Substation Start-Up, Shut-Down and Testing Procedures

O&M contractor will supply the IPUC with written documentation on the requirements, processes and procedures needed with starting, shutting down and/or testing the Substation as well as written operation documentation, detailing switching, tagging and clearance procedures. The documentation will be submitted to the IPUC for review and acceptance. Upon the IPUC acceptance the O&M contractor will supply the IPUC a final version of the required substation procedures in digital (PDF) and printed form.

3.11. As-Built Drawings and Configuration Control

O&M Contractor shall update As-Built Drawings to reflect the changes made to the Substation. These files shall be updated within week of the change with notice and data made available to IPUC representative and contractors.

3.12. Reporting

O&M Contractor shall provide reports and reporting documents to the IPUC in digital format including and a minimum the following:

- Documentation of site visit (needed for payment)
- Troubleshooting, service and/or repair completed during site visit.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation
- Provide the IPUC with brief outline on recommended corrective actions
- Furnish information required to enable the IPUC to respond to CAISO or SCE.
- Provide as built information and updated drawings

4. Not included in O&M Work Scope

The following items shall not include as the O&M Contractors scope of services for the Substation.

4.1. Security

- Security of the Substation will be provided by the City of Industry
- Key Control: Separate keys for entry into the Project and the Project's facilities will be provided by the City of Industry. The City of Industry will maintain responsibility for Key Control.

4.2. Landscaping

Landscaping services are currently provided by the City of Industry. The O&M Contractor will be expected to communicate, inform and cooperate with the City of Industry's Superintendent

and landscaping personnel when landscaping maintenance or repair is required at the Substation.

5. 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.

5.1. 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.

5.2. Overview

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

- Date business was established
- Type of business (i.e.-sole proprietorship, partnership, corporation), list all partners and/or officers.
- Locations, specifying which location will be responsible for this work
- Information on business licenses, bonding capacity and company safety record
- Provide documentation on the companies Environmental, Health and Safety (EH&S) Program
- Information relative to similar O&M services provided to other clients
- References for at least five similar clients over the last five years.
- List and introduction of proposed subcontractors

5.3. Minimum Requirements

Provide proof that the following minimum requirements are met:

5.3.1. California Licenses—

- Contractor and subcontractors employed or otherwise utilized must be licensed under California's Contractors' State License Board Rules and Regulations. Provide relevant qualifications and proof of operation and maintenance performance and services on high voltage substations involving current and/or past projects.
- Contractor and subcontractors performing electrical work are licensed as class C-10 electrical contractors, and designated as qualified electrical worker under California's

Contractors' State License Board Rules and Regulations, and all Electricians be NFPA 70E and OSHA certified to perform electrical work under California Labor Code Section 3099 et seq.

- Must have in place an Environmental, Health and Safety (EH&S) Program that helps ensure safe and healthy work performed at the Substation is in compliance with all federal, state and General Contractors environmental and safety regulations.

5.4. 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 Professional Maintenance Agreement.

5.5. Experience Profile

Provide a minimum of five (5) descriptions (limit of one page each) of substation projects (preferably for public agencies) where the business currently provides O&M services. Each description should include the following:

- Dates of service (start and end)
- Name of client and client reference/contact information
- Name of substation, city location
- Substation Size, kW
- Transformer(s) type and size; module manufacturer
- O&M services provided (monitoring, reporting, corrective maintenance, preventive maintenance) length of time providing O&M services

5.6. Project O&M Support and Personnel

Please describe how the business is organized to provide O&M to the IPUC's substation. Include the following:

- Contractor designated point of contact
- Resume for Project Manager and designated point of contact
- Technical staff available to support project
- Resumes of key technical staff
- Number of technicians available for call out within three (3) hours of Substation
- List of proposed subcontractors and qualifying experience, licenses and references

5.7. Pricing Data

The O&M Contractor's Base O&M Price will a fixed annual price for routine services:

- 1) Monitoring and Coordination Services as described in Sections 3.1 and Reporting as described in Section 3.12

2) Preventive Maintenance for the tasks specified in Appendix 1.

The Base O&M Price will include troubleshooting, service and repair tasks on a time and material basis, with agreed-upon response times and labor rates for the personnel qualified to perform such task. The charges for corrective maintenance and other tasks will be priced on time and material basis.

“Other Tasks” refer to O&M tasks that were not included in the scope of services.

Hourly rates for O&M personnel shall be specified for all anticipated tasks including troubleshooting, repair, etc. and technical support. O&M Contractor pricing shall include all subcontractor pricing included in the preventive and routine scope of services.

Provide price components by filling out the three (3) tables shown below:

O&M Tasks	
1) Monitoring, Coordination, and Reporting	Provide total cost per year
2) Preventive Maintenance	Provide total cost per year
3) Troubleshoot, Service and Repair	Provide time and hourly rates per item identified
4) Other Tasks	Provide total cost per year
5) Vehicle and Equipment	Provide rate schedule*

* Can be provided as a separate attachment

Other Tasks	Fully Burdened Hourly Rate
Other tasks needed for the Substation Operation and Maintenance	Provide total cost per year

Classification (provide for all tasks)	Fully Burdened Hourly Rate
Journeyman Electrician	\$/hour
Electrician	\$/hour
Master Electrician	\$/hour
Service Tech	\$/hour
Other (Identify and List)	\$/hour

5.8. Modified O&M Price

The IPUC recognizes that substation O&M contractors have expertise and experience with operating and maintaining substation facilities and may have a standard task list for preventive maintenance. The IPUC is open to input that adopts best management practices and helps optimize the Substation safety and reliability. Respondents should specify a modified scope of services and provide a fixed price for the modified O&M scope of services.

6. Evaluation Criteria

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

<p>Base Price Quote O&M Tasks Items #1 Monitoring, Coordination, and Reporting and #2 Preventive Maintenance will be a fixed price (\$ per year) based on the tasks identified in Sections 3.1, and Appendix 1.</p>	50%
<p>O&M Qualifications: Company licensing, financial stability and insurance compliance determine minimum eligibility of respondents. O&M Contractor can differentiate by demonstrating superior, relevant O&M experience, technical knowledge of operations.</p>	30%
<p>Local Presence: The availability of nearby personnel should enable the O&M Contractor to reduce response time and the cost of response for service and repair operations.</p>	20%

Appendices

Appendix 1 - Schedule and Description of Operations and Maintenance Tasks

PM Activity	Facility Component	Description Of Operation and Maintenance Task	Interval	Provider
General				
Manage	Facility	Document program to Inspect and maintain equipment as specified by manufacturer /supplier.	Per Man Spec/Weekly	O&M Contractor
Manage	Facility	Compile data sheets and maintenance checklists and confirm with manufacturer /supplier.	Per Man Spec/ Weekly	O&M Contractor
Full Inspection	Facility	Ensure that there is appropriate signage and warnings that identifies potential hazards.	Monthly	O&M Contractor
Full Inspection	Facility	Ensure facility components (transformers switches, switchgear, etc.) are not accessible to unqualified personnel, and require tools or have locks to prevent unauthorized access to the equipment.	Weekly	O&M Contractor
Visual Inspection	Facility	Look for any signs of intrusion by pests such as insects and rodents. Remove any nests from electrical boxes (junction boxes, pull boxes, combiner boxes) or arrays. .	Weekly	O&M Contractor
Service	Facility	For any service ensure proper use of lockout/tag out procedures, personal protective equipment (PPE) and appropriate procedures for safely disconnecting live circuits.	Continual	O&M Contractor
Service	Facility	Ensure all substation DC and AC lights are operable and properly lamped.	Weekly	O&M Contractor
Balance of System (BOS)				
Visual Inspection	AC Wiring	Verify condition of wire transition junction boxes for weatherproofing, corrosion and security of internal wiring connections. Seal boxes if required.	Weekly	O&M Contractor
Full Inspection	AC Wiring	Verify physical condition of Conduits and ensure all connections still weather tight.	Weekly	O&M Contractor
Visual Inspection	AC Wiring	Verify condition of AC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and no evidence of water ingress. Check torque marks on connections.	Weekly	O&M Contractor
Main Power Transformer				
Visual Inspection	Transformer	Inspect transformer. Check meter, oil and temperature gauges.	Per Man Spec/ Weekly	O&M Contractor
Service	Transformer	Sample Oil in main tank and tap charger compartments	Monthly	O&M Contractor
Service	Transformer	Perform Dissolved Gas Analysis check for Inhibitor content, ASTM six part test	Annual	O&M Contractor
Service	Transformer	Complete electrical testing including: winding resistance, turns ratio, excitation current, bushing power factor testing and insulation resistance	3 years	O&M Contractor
Battery Charger & Battery System				
Visual Inspection	Batteries	Inspect Batteries, Battery Charger and Battery System.	Per Man Spec/Weeklyly	O&M Contractor
Service	Batteries	Preform load discharge test	Monthly	O&M Contractor
Service	Batteries	De-energize main charger and perform complete cleaning of internal components	3 years	O&M Contractor
Circuit Breakers (switchgear)				

Visual Inspection	Circuit Breakers (switchgear)	Inspect Circuit Breakers (Switchgear).	Per Man Spec/Weekly	O&M Contractor
Service	Circuit Breakers (switchgear)	Perform mechanical inspection on: 1) Rack out of cell and 2) Open/Close breaker mechanically and electrically to ensure proper operation.	Monthly	O&M Contractor
Service	Circuit Breakers (switchgear)	Complete mechanical & electrical inspection including: installation resistance contact resistance, vacuum integrity check, timing test, lubrication and cleaning.	3 years	O&M Contractor
Service	Circuit Breakers (switchgear)	Test all control power and potential transformers including 1) TTR, winding resistance, insulation resistance testing, and 2) clean and vacuum drawers and transformers.	3 years	O&M Contractor
Circuit Breakers (Outdoor SF6)				
Visual Inspection	Circuit Breakers (Outdoor SF6))	Inspect Circuit Breakers (Outdoor SF6).	Per Man Spec/Weekly	O&M Contractor
Service	Circuit Breakers (Outdoor SF6))	Perform mechanical inspection on 1) Open Line/Load Disconnects and 2) open/Close breaker mechanically and electrically to ensure proper operation	Annual	O&M Contractor
Service	Circuit Breakers (Outdoor SF6))	Complete mechanical & electrical inspection including: installation resistance contact resistance, vacuum integrity check, timing test, lubrication and cleaning.	3 years	O&M Contractor
Substation CPT Transfer Scheme				
Service	Substation CPT Transfer Scheme	Test Substation CPT Transfer Scheme including: 1) initiate manual transfer from Normal to Emergency and 2) initiate Manual transfer from Emergency to Normal	Annual	O&M Contractor
Substation Bus work				
Visual Inspection	Bus work	Inspect substation bus work	Per Man Spec/weekly	O&M Contractor
Service	Bus work	Inspect, test and clean bus work including: 1) perform insulation resistance test on bus work and 2) perform contact resistance test on bus work	3 years	O&M Contractor
Outdoor 66kV Disconnect Switches				
Visual Inspection	Disconnect Switches	Inspect 66kV disconnect switches	Per Man Spec/Weekly	O&M Contractor
Service	Disconnect Switches	Complete mechanical & electrical inspection including: 1) low resistance electrical testing to ensure proper closing resistance and 2) mechanical inspection verifying proper switch alignment and lubrication	3 years	O&M Contractor
Protective Relays				
Visual Inspection	Protective Relays	Inspect substations protective relays	Per Man Spec/Weekly	O&M Contractor
Service	Protective Relays	Perform complete electrical testing to verify characteristics of the device are within acceptable limits	3 years	O&M Contractor
Service	Protective Relays	Perform trip testing of all relay schemes through lockout relays and circuit breaker to ensure trip circuit are intact	3 years	O&M Contractor

Appendix 2 - Troubleshoot, Service, and Repair

Troubleshoot, Service, and Repair

- Pertains to the performance of any Service, the replacement of any Part of the Substation that becomes unfit or unavailable for use and/or performing the Repair necessary; that restores full operation of the substation
- Billable per Hourly Rate

Response time

- Response time of less than two hours upon receiving notification from or 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 Annual Fee

Restore system output and documentation

- Restore system output within less than 24 hours;
- Billable per Hourly Rates

Travel to and from site will be included in hourly rates

Billable per Hourly Rates

Appendix 3 – 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 public agency (“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 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. 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 **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 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. 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 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 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, officials and agents from and against any liability (including 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, 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 occasioned by 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 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.

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 City, 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

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.

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.

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“IPUC”
Industry Public Utilities Commission

“CONSULTANT”
INSERT NAME OF COMPANY

By: _____
Paul J. Philips, Public Utilities Director

By _____
Name, Title

Attest:

By: _____
Diane M .Schlichting Chief Deputy City Clerk

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

Services may be modified based on response to the RFP

1. Consultant shall perform full operations and maintenance (“O&M”) responsibilities for the City’s 66kV Substation (“Substation”), located at 208 Waddingham Way in the City of Industry, with the exception of the Substation security and landscaping. The O&M consultant will perform at a minimum, emergency response & on-call services, routine, corrective & preventive maintenance, warranty compliance and technical support to ensure that the Substation is safe, reliable, and operating at its optimum efficiency. In addition, the O&M Contractor will assist with the connection of IPUC customer load including, at a minimum, start-up & shut down procedures, connection requirements & inspection, meter testing inspection & reporting, Southern California Edison (“SCE”) meter configuration assistance; review & correct the City’s operation and maintenance manual; provide, to the IPUC, a written operation documentation, detailing switching, tagging and clearance procedures; maintain as-built drawings, as well as, configuration & maintenance records of the Substation.

1.1. Monitoring, and Coordination

- O&M consultant will coordinate with the City’s call center and shall be able to provide onsite emergency response within two hours of notification.
- Determine if Substation performance is operating within range of acceptable parameters.
- Determine required actions to restore power and optimal operations including, at a minimum, identifying contractor personnel necessary to troubleshoot, repair and restore the IPUC service to its customers.
- Communicate with SCE and the California Independent System Operator, as necessary, to maintain reliable service, coordinate power connections and sound communication links

2. Dispatching of Subcontractors and Own Employees

O&M consultant shall dispatch and inform the City when approved vendors have been dispatched to perform required and emergency services needed to maintain, repair or test the Substation.

3. Troubleshooting and Service Response

If the Substation’s performance falls below or is outside of acceptable parameters, or an emergency situation indicates the need for onsite work, the O&M consultant shall visit the site within two hours to troubleshoot the Substation and determine the service and/or repair needed to restore the substation’s performance and/or power to the IPUC system.

The O&M consultant will be required to contact and dispatch the appropriate employee or subcontractor within four hours of the Substation operational performance check and/or emergency service request. The appropriate employee and/or subcontractor must be on site within 24 hours of

the service request to complete the required service operation or repair and restore the Substation performance and/or IPUC power.

“Service Operations” refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers.

The O&M consultant will be responsible and make available to the City a log of troubleshooting, service and repairs performed at the Substation.

4. Corrective Maintenance

O&M Contractor will be responsible for the corrective and/or unscheduled maintenance, including at a minimum, performing services and/or replacing any part of the 66kV Substation that becomes unfit or unavailable for use, and performing the repair necessary to restore the Substation’s full operation and optimal performance.

The O&M consultant shall be responsible for maintaining and make available, to the City, an ongoing corrective maintenance report.

5. Routine Inspections and Preventive Maintenance

The O&M consultant shall establish a weekly routine inspection schedule for the Substation and perform preventive maintenance per the manufacturer’s specifications as required and needed to ensure the substation’s optimal performance. The O&M Contractor’s preventive maintenance shall include proactive maintenance intended to keep the Substation and equipment in good repair, good operating condition, appearance and working order; and to keep the substation’s equipment in compliance with the manufacturer’s warranties and standard practices.

The O&M Contractor’s weekly routine inspection and preventive maintenance shall include, at a minimum, the following tasks:

- General visual inspection and documentation of the Substation components, and grounds
- Visual inspection of the Substation’s main power transformer, batteries & charging system, and circuit breakers
- Inspection and verification of wire connections
- Calibration of facility equipment per manufacturer’s specification
- Inspection and testing of fuses and breakers
- Wear and tear Repairs

As part of the preventative maintenance of the Substation, the O&M consultant will provide a recommended list of spare parts based on the O&M Manual and anticipated scope of services. The O&M consultant shall be responsible for keeping an inventory of spare parts and equipment needed

for corrective and preventive maintenance. The inventory of spare parts will be kept replenished by the O&M consultant to ensure timely repairs.

Detailed orders of replacement parts will be provided to the City for review and approval prior to the authorization of payment.

6. IPUC Customer Load Connections

O&M contactor will assist with the connection of the IPUC customer load to the Substation. Customer connection work will include, at a minimum, Substation outage schedules and timeframes, shut-down and start-up procedures, connection assistance and inspections, switchgear testing & configuration, IPUC electrical system testing & commissioning, assistance & information reporting with Southern California Edison, and reporting, documenting & acceptance of the IPUC customer connection.

O&M contract will make available, to the IPUC, all materials and data related to the substation customer load and obtain IPUC approval prior to adding or supply IPUC customers' electric power through the Substation.

7. SCE Switch Yard Metering

O&M consultant will assist the IPUC, its representatives, contractors and SCE, in determining if the SCE meters, located in the adjacent SCE switching facility and associated with the Substation are reporting accurate information on the amount of energy feeding and returning from the Substation. Determination of whether SCE meters are reporting and configured correctly must be completed and agreed upon prior to the Substation being used for IPUC customer load.

8. Operation and Maintenance Manual

O&M consultant will review the current IPUC Substation O&M manual for correctness and completeness. If the O&M operator finds information lacking, incomplete or in error the O&M consultant shall provide and/or create the documents needed to update and correct the Substation O&M manual. O&M consultant will provide the O&M manual correction recommendations to the IPUC prior to inclusion for review and acceptance. Upon IPUC review and acceptance, Consultant will update the O&M manual and supply a revised and updated copy to the IPUC in digital (PDF) and printed form.

9. Substation Start-Up, Shut-Down and Testing Procedures

O&M consultant will supply the IPUC with written documentation on the requirements, processes and procedures needed with starting, shutting down and/or testing the Substation as well as written operation documentation, detailing switching, tagging and clearance procedures. The documentation will be submitted to the IPUC for review and acceptance. Upon the IPUC acceptance the O&M consultant will supply the IPUC a final version of the required substation procedures in digital (PDF) and printed form.

10. As-Built Drawings and Configuration Control



O&M consultant shall update As-Built Drawings to reflect the changes made to the Substation. These files shall be updated within week of the change with notice and data made available to City's representative and contractors.

11. Reporting

O&M consultant shall provide reports and reporting documents to the City in digital format including and a minimum the following:

- Documentation of site visit (needed for payment)
- Troubleshooting, service and/or repair completed during site visit.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation
- Provide the City with brief outline on recommended corrective actions
- Furnish information required to enable the City to respond to CAISO or SCE.
- Provide as built information and updated drawings



EXHIBIT B

RATE SCHEDULE

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 Agency.

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 Agency, 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.

City'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 Agency 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.

City'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.

Appendix 4 - Online 66kV Substation O&M Manual

1. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 1- Introduction
2. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 2- Circuit breaker assembly
3. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 3- Handling and installation
4. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual:4- Commissioning and Maintenance
5. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 5- Interrupter_final_rev1
6. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 6- Operating mechanism
7. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 7- Control system
8. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 8- Current transformer
9. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 9- Porcelain Bushing
10. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: Table of Contents
11. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 10. SF6 gas handling: 10 – SF6 gas handling
12. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 10. SF6 gas handling: 4010700_general_arrangement_10_03
13. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 10. SF6 gas handling: 4010925
14. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 10. SF6 gas handling: 4010926
15. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 10. SF6 gas handling: 4010927
16. COI 66kV O and M Manuals: Gas Circuit Breakers:DTB72-40 Manual: 10. GCB As-built received 12_11_2014: 4806739_D_1
17. COI 66kV O and M Manuals: Power Distribution Centers: 1. ISS Panel O&M v2 651250
18. COI 66kV O and M Manuals: Power Distribution Centers: 2. O&M Manual vol 1 v2 (MV 'SWGR-A-B') 651250
19. COI 66kV O and M Manuals: Power Distribution Centers: 3. O&M Manual vol 2 v0 (MV 'SWGR-A-B') 651250
20. COI 66kV O and M Manuals: Power Distribution Centers: 4. PDC O&M v1 651250
21. COI 66kV O and M Manuals: Power Transformer O&Ms: 6. Power Transformer O&M
22. COI 66kV O and M Manuals: Power Transformer O&Ms: Beckwith Manuals: 1. -docs-books-M-0115A-1B
23. COI 66kV O and M Manuals: Power Transformer O&Ms: Beckwith Manuals: 2. -docs-books-M-0127A-M-0170A-1B
24. COI 66kV O and M Manuals: Power Transformer O&Ms: Beckwith Manuals: 3. -docs-books-M-0329B-1B
25. COI 66kV O and M Manuals: Power Transformer O&Ms: Beckwith Manuals: 4. -docs-books-M-2001D-1B
26. COI 66kV O and M Manuals: Power Transformer O&Ms: Beckwith Manuals: 5. -M-0121-M-0169A-SP
27. COI 66kV O and M Manuals: CT_PT O&M
28. COI 66kV O and M Manuals: PASCOR OM Manual

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

Memo



To: Honorable President Radecki and Commission Board Members
From: Greg B. Galindo, General Manager
Date: April 20, 2017
Subject: Consideration of a Water Treatment and Delivery Agreement with the San Gabriel Valley Water Company for the treatment of water produced from the City's Well No. 5, and delivery of the water to the City for use in its water system

Purpose - Approve the Updated Water Treatment and Delivery Agreement between the City and SGVWC to continue the treatment of water produced from the City's Well No. 5 at SGVWC's B5 Plant and delivery of this water back to the City for use in its water system.

Recommendation - Authorize the City Manager to execute the Water Treatment and Delivery Agreement between the City and SGVWC.

Fiscal Impact - The proposed agreement will maintain the current arrangement and cost structure for production and treatment of water from the City's Well No. 5.

Background

Contamination History and its Impact on the City's San Fidel Well Field

Contamination in the Baldwin Park Operable Unit (BPOU) was first detected as early as 1979. In 1983, the Main San Gabriel Basin was declared a Superfund site by the EPA. In 1998, the Main San Gabriel Basin Watermaster (Watermaster) and BPOU Potentially Responsible Parties initiated discussions regarding a joint basin cleanup and water supply project, which culminated in the execution of a Memorandum of Understanding in January 12, 2001, followed by the execution of the 2002 BPOU Project Agreement. The parties to the 2002 BPOU Project Agreement include the Main San Gabriel Basin Watermaster, the San Gabriel Basin Water Quality Authority, La Puente Valley County Water District, San Gabriel Valley Water Company, Suburban Water Systems, California Domestic Water Company and Valley County Water District, collectively, the "Water Entities," and Aerojet-General Corporation, Azusa Land Reclamation Co., Inc., Fairchild Holding Corporation, Hartwell Corporation, Huffly Corporation, Oil & Solvent Process Company, Reichhold, Inc., and Wynn Oil Company, collectively, the "Cooperating Respondents."

The City of Industry was not a signatory to this Agreement since its San Fidel Well Field was considered to be on the fringe of the BPOU contamination plume, when the discussions on the basin cleanup project were initiated. Although the City was not a signatory to the BPOU Project Agreement, the City agreed to be part of the remedy by providing contaminated water from its San Fidel Well Field to be treated at the SGVWC Plant B5.

Prior to the City's involvement in the remedy, a Draft Final Conceptual Design Report was prepared, which did not include consideration of the City in the BPOU remedy. Concentrations of TCE started increasing in the City's Well No. 4 and exceeded the MCL (5 ug/l) in late 1999 and early 2000, prompting the City to halt production from its well field and purchase water from SGVWC to meet its customer's water needs. This resulted in a sharp increase in water supply cost for the City. In September 2000, BPOU technical discussions began to consider contamination showing up in the City's San Fidel Well Field and determined that the proposed treatment plant at SGVWC Plant B5 would be the most cost effective way to treat the City's wells. EPA subsequently determined that contaminated groundwater should be extracted from the City's wells for treatment.

In March 2002, the City signed a term sheet with SGVWC that stated each parties' commitment to pump, treat, and return water from City's San Fidel Well Field and this agreement was incorporated into the 2002 BPOU Project Agreement. In September 2002, the CRs agreed to pay a portion of City's alternative water supply costs while the remedy was being designed and constructed. Through the design stage of the project, the City selected the extraction well, equipment, and piping configuration to deliver 1,200 gpm of raw water to SGVWC Plant B5. The CRs and EPA agreed that either the City's Well No. 4 or No. 5 could be used for extraction of contaminated groundwater. The City selected Well No. 5 and the design and construction of the well head facilities and pipeline proceeded.

In April 2003, the City and SGVWC entered into a Water Treatment and Delivery Agreement for treating water produced from the City's Well No. 5, which is enclosed for your reference. This agreement was to remain in effect so long as the CRs complied with their obligations under the BPOU Project Agreement, with respect to SGVWC's B5 Plant. In February 2007, the CRs and the City reached an agreement for the CRs to fund the construction of the City's well head facilities and pipeline for the delivery of raw water to the SGVWC Plant B5 and pay for certain costs related to the treatment of BPOU contaminants. This agreement was amended in November 2007 due to construction cost increases. This agreement is also enclosed for your reference.

In March 2009, La Puente Valley County Water District (LPVCWD), on behalf of the City, solicited from the BPOU CRs a sign of commitment that the CRs would agree to pay for incremental costs of alternative replacement water for the City's water system in the event that contaminants at the City's wells exceed the treatment capacity of Plant B5. This resulted in the BPOU, LLC submitting a letter stating their commitment.

List of City Agreements Related to BPOU Contamination at the San Fidel Well Field

Agreements related to BPOU contamination that the City is a Party to are listed below along with Letter Agreements provided to the City related to the BPOU contamination.

- 2002 Letter Agreement from Aerojet for Payment of Alternative Water Supply Costs.
- 2003 Water Treatment and Delivery Agreement with SGVWC.
- 2007 Agreement with BPOU, LLC for Funding of Well No. 5 Modifications and Certain Operating Costs (Includes 1 Amendment)

- 2009 Letter Agreement from BPOU, LLC for Payment of Alternative Water Supply Costs if Well No. 5 Contaminant Levels Exceed the Treatment Capacity of SGVWC B-5 Plant.

City of Industry Waterworks System (CIWS) Current Water Supply Operations

The City continues to rely on water produced from Well No. 5 located at the San Fidel Well Field. Water pumped from Well No. 5 is delivered to SGVWC's B-5 groundwater treatment plant through a transmission line owned by SGVWC. Water treated at the B-5 plant is pumped into SGVWC's water system where it then can be delivered to the CIWS through two interconnections between CIWS and SGVWC. The vast majority of the water delivered back to the CIWS flows through an interconnection at the CIWS's Lomas Reservoir Site. Over the past 7 years, Well No. 5 has produced annually, on average, 1,820 AF of water for treatment at the B-5 Plant. Over this same period, SGVWC has delivered annually, on average, 1,392 AF to the CIWS.

LPVCWD and CIWS have six existing interconnections between their water systems. These connections allow CIWS to receive water from LPVWCD when there is a disruption in water supply from SGVWC or when maintenance activities require a change in operations at the Lomas Reservoir. On average, CIWS and LPVCWD exchange approximately 100 to 200 AF of water annually.

In July 2009, Well No. 5 began to pump to the B-5 Plant. Since this time, water deliveries from SGVWC have been reliable. In each case, where the flow of water from SGVWC was interrupted due to maintenance at the Lomas Reservoir (i.e., relining and recoating project), the LPVCWD connections were able meet the water supply needs of the CIWS without issue. In March 2011, there was one water quality issue with deliveries from SGVWC as a result of a treatment system failure at one of SGVWC's treatment plants. At that time, a portion of SGVWC's water system had levels of perchlorate over the maximum contaminant level (MCL), but sampling of water delivered to the CIWS from SGVWC showed that levels of perchlorate did not exceed the MCL in the CIWS.

San Fidel Well Field

The City owns the San Fidel Well Field that encompasses approximately 2.4 acres of land located between San Fidel Avenue and the 605 Fwy and approximately 1,300 feet south of Valley Blvd. The Well Field is home to 1 active well, 3 inactive wells and 1 abandoned well. A summary of these wells is shown below.

Well Name	Year of Installation	Well Depth (ft. bgs)	Capacity (Per Driller's Report)	Current Well Capacity (gpm)	Energy Source	Well Status
1	1912	N/A	N/A	---	---	Abandoned
2	1912	300	N/A	---	---	Inactive
3	1980	800	3,300	1,200	Gas	Inactive
4	1984	1,000	4,000	2,500	Electric	Inactive
5	1984	980	4,000	1,200	Electric	Active

The BPOU contaminants of concern (COC) that are still detected in the San Fidel Well No. 5 are listed below, along with their average current concentration.

COC	MCL/NL	Units	Well No. 5 Recent Avg. Concentration
PCE	5	ug/l	8.1
TCE	5	ug/l	3.0
1,1-DCE	6	ug/l	1.7
Perchlorate	6	ug/l	3.0
1,4-dioxane	1	ug/l	.5

As you can see the only contaminant level over an MCL is PCE. Perchlorate levels are below the MCL, however there is some concern that the State Water Resources Control Board may lower the MCL for Perchlorate in the next few years. The levels of the contaminants have been trending downward with the exception of PCE. This contaminant has been trending upward over the last few years. Contaminant levels have a tendency to vary with a change in groundwater levels and with a decrease or increase of the extraction rate of a well. There is a high probability that within the next several years, levels of contaminants in Well No. 5 will drop below their respective MCLs.

Discussion

The BPOU Project Agreement is set to expire in May 2017 and the WEs and CRs have been negotiating an extension to the BPOU Project Agreement for over the year and a half and have come to a final agreement which is referred to as the 2017 BPOU Project Agreement. Since the original BPOU Project Agreement will conclude in May and the 2017 BPOU Project Agreement will become effective, it is necessary to update the City's Water Treatment and Delivery Agreement with SGVWC well as the 2007 Agreement between the City and the CRs. The City Attorney and City Staff have coordinated with SGVWC to draft a new Water Treatment and Delivery Agreement, which is enclosed for your consideration.

In addition to this agreement, an update to the 2007 agreement between the City and the CRs should be required by the City to ensure the continued funding of power costs and other costs related to the contaminants of concern. Staff will seek an update to this agreement in the coming months.

The 2017 BPOU Project Agreement has a significant provision related to water treatment requirements that states that the BPOU Project facilities (e.g., SGVWC's B5 Plant) shall be operated, maintained and managed to remove contaminants of concern to the lowest levels achievable through application of Best Available Technology as defined in 22 Cal. Code Regs. Sections 64447, 64447.2 and 64447.4. This provision allows for continued treatment of contaminants of concern in the City's Well No. 5, even if constituents drop below their respective MCLs/NLs, as long as the treatment system at the B5 Plant is permitted to treat to a lower level.

The 2017 BPOU Project Agreement also allows for LPVCWD to deliver water from its BPOU Treatment Facility to the CIWS, when needed. This was not clearly identified in the 2002 BPOU

Project Agreement. This provides the CIWS with a more secure source of backup water supply and allows for delivery between CIWS and LPVCWD of water produced from each of their respective well fields without contractual restrictions.

These provisions provide the City with reassurance that it has a safe, reliable drinking supply and continues to insulate the CIWS customers from paying for the treatment of contaminants of concern.

Recommendation

Authorize the City Manager to execute the Water Treatment and Delivery Agreement between the City and SGVWC to continue the treatment of water produced from the City's Well No. 5 at SGVWC's B5 Plant and delivery of this water back to the City for use in its water system.

I hope the information provided is useful to the City in developing your position on the matter.

Respectfully Submitted,

Greg B. Galindo

General Manager

Enclosure

- 2017 Water Treatment and Delivery Agreement Between SGVWC and the City (for approval)
- 2007 Agreement Between the CRs and the City for funding of Well No. 5. (reference material)
- 2003 Water Treatment and Delivery Agreement Between SGVWC and the City. (reference material)

WATER TREATMENT AND DELIVERY AGREEMENT

This Water Treatment and Delivery Agreement (“Agreement”) is made as of May 9, 2017, by and between the **CITY OF INDUSTRY**, a municipal corporation, (“City”) and **SAN GABRIEL VALLEY WATER COMPANY**, a California corporation (“San Gabriel”). The City and San Gabriel are hereinafter referred to as the “Parties.”

WHEREAS, San Gabriel owns and maintains two metered service connections between San Gabriel’s water system and City’s water system (“Service Connections”): (1) located near the intersection of Workman Mill Road and Lomitas Avenue in the unincorporated area of Los Angeles County as shown on the plans attached hereto as Exhibit A; and (2) located at the City’s Lomitas Reservoir site at 13837 Lomitas Avenue in the unincorporated area of Los Angeles County as shown on the plans attached hereto as Exhibit B for the sale and delivery of water to City during temporary periods of emergency pursuant to certain Emergency Service Agreements dated July 13, 2000, and July 21, 2006 (collectively “Emergency Service Agreements”); and

WHEREAS, the area presently served by City is located adjacent to San Gabriel’s service area; and

WHEREAS, San Gabriel, a public utility engaged in the business of producing, distributing, and selling water to its customers, subject to the jurisdiction of the California Public Utilities Commission, is not obligated by its tariffs or otherwise to furnish or sell water to any person or entity, including City, for resale, and except as expressly set forth in this Agreement, San Gabriel does not hereby undertake to devote any part of its facilities or resources to furnishing or selling water to City for resale on a regular or permanent basis; and

WHEREAS, San Gabriel owns, operates, and maintains a water treatment facility for the removal of VOCs, Perchlorate, Nitrate, NDMA, and 1,4-Dioxane at its Plant B5, located at 209 Perez Place, City of Industry (the “B5 Treatment Facility”), pursuant to that certain agreement dated May 9, 2017 with other water entities and potentially responsible parties (“Cooperating Respondents”) to address groundwater contamination and water supply in the Baldwin Park Operable Unit (“2017 Project Agreement”); and

WHEREAS, City desires to continue to produce water from wells within its San Fidel Well Field, located at 285 San Fidel, La Puente CA 91746 and transport that water to the B5 Treatment Facility for treatment as it has done since July 2009, and as provided in the 2017 Project Agreement, and for delivery of said water to City at the Service Connections.

NOW THEREFORE, in consideration of the premises, mutual covenants, promises, and conditions set forth in this Agreement, and for other good, valuable, and adequate consideration, the Parties hereto agree as follows:

1. Water Production and Treatment

City will produce from its San Fidel Well Field, a more or less continuous flow of 1,100 GPM, up to a maximum of 1,775 acre-feet per fiscal year (July 1 through June 30) at no cost to San Gabriel. Water so produced will be pumped at no cost to San Gabriel into a raw water pipeline owned

by San Gabriel which extends from City's San Fidel Well Field to San Gabriel's B5 Water Treatment Facility.

San Gabriel will treat the water the City delivers to the B5 Treatment Facility to comply with applicable state and federal drinking water standards, at no cost to City provided the Cooperating Respondents pay San Gabriel the cost of such treatment as set forth in the 2017 Project Agreement. The quantity of water City delivers to the B5 Treatment Facility shall be measured and recorded by a water meter with the capability of measuring the expected range of flow within a $\pm 5\%$ range of accuracy.

2. Water Delivery to City

a. San Gabriel will deliver to City a more or less continuous flow of water equal (on a fiscal-year basis) to the quantity of water delivered to the B5 Treatment Facility from City's San Fidel Well Field, less an allowance for water loss through the treatment process. San Gabriel will bill the Cooperating Respondents for the costs of pumping such water from the B5 Treatment Facility to the City's Service Connections and the pro rata share of the cost of maintaining the booster pump station. If the Cooperating Respondents fail to pay San Gabriel for such costs, City shall pay San Gabriel all unpaid amounts within thirty (30) days after receipt of an invoice from San Gabriel. San Gabriel shall reimburse City for such City payments if San Gabriel later recovers the costs from the Cooperating Respondents.

b. In order to allow for seasonal fluctuations and variations in annual demands, San Gabriel will supply up to 425 acre-feet of water per fiscal year in excess of the quantity delivered by City to the B5 Treatment Facility ("Additional Water"). Additional Water will be produced from San Gabriel's wells and City shall pay San Gabriel for such water in accordance with Section 4 of this Agreement. If City requires more than 425 acre-feet of Additional Water in any fiscal year, then San Gabriel may, in its sole discretion, supply such water, or any portion thereof ("Emergency Water") to City in accordance with and subject to the rates, terms, and conditions of the Emergency Service Agreements.

c. San Gabriel will deliver the water to City at the Service Connections at such pressure as may be available from time to time from the operation of its water system.

d. Water delivered to City pursuant to Section 2.b. of this Agreement is for use in City's water system only and shall not be delivered to any person, entity, or public water system for resale, exchange, or transfer without the written consent of San Gabriel.

3. Scheduling and Coordination of Operations

a. City, at no cost or expense to San Gabriel, will conduct or arrange to conduct regular sampling of the water produced at City's wells and to have such samples tested at state-certified testing laboratories acceptable to San Gabriel, with the laboratory reporting the results of such tests directly to San Gabriel. The water sampling will be conducted on a schedule, and testing will be for chemicals and other constituents, which San Gabriel deems necessary for the proper and normal operation of the B5 Treatment Facility.

b. City will bill the Cooperating Respondents for the costs of sampling and testing the water produced at City's wells.

c. The parties understand and agree that the operational requirements and limitations of the B5 Treatment Facility and the parties' respective water systems will require that representatives of the parties shall meet and confer, as necessary, to schedule and coordinate the operations of their respective water systems for the production, sampling, testing, treatment, and delivery of water as provided in this Agreement.

4. Accounting for Water Delivered to City

Water delivered to City pursuant to this Agreement shall be measured and recorded by a water meter with the capability of measuring the expected range of flow within a $\pm 5\%$ range of accuracy. San Gabriel will read the water meter at the Service Connections monthly and provide the City a copy of those readings.

A balancing account will be maintained to account for water deliveries whereby City will receive an equal amount of water (less an allowance for water loss through the treatment process) in return for water pumped to the B5 Treatment Facility from City's San Fidel Well Field. To the extent possible, the parties will operate their respective systems and take deliveries in such a manner that there shall be no imbalance of deliveries on June 30 of each year.

If, on June 1, an imbalance of deliveries exists, the parties will endeavor to correct such imbalance by June 30 through additional water deliveries. If any such imbalance has not been eliminated by June 30, the party supplying the greater quantity during the fiscal year may request payment and shall be paid, in lieu of further water deliveries to correct such imbalance, by the other party as follows:

a. For Additional Water, City shall pay San Gabriel the cost City would have paid for power and chemicals for producing the same quantity of water. If San Gabriel's power and chemical costs for the Additional Water are greater than the payment due from the City, then San Gabriel shall bill the Cooperating Respondents for such difference. In addition, San Gabriel shall bill the Cooperating Respondents for all costs of boosting the Additional Water and the actual production well and booster pump station maintenance costs attributable to such water. If the Cooperating Respondents fail to pay San Gabriel for such costs, City shall pay San Gabriel all unpaid amounts within thirty (30) days after receipt of an invoice from San Gabriel. San Gabriel shall reimburse City for such City payments if San Gabriel later recovers the costs from the Cooperating Respondents. City shall also transfer to San Gabriel the water rights to pump such quantity of Additional Water or pay to San Gabriel the Main San Gabriel Basin Watermaster replacement water assessment for replenishment water attributable to that quantity. City shall also pay to San Gabriel any other assessment imposed by the Main San Gabriel Basin Watermaster attributable to the production of additional water.

b. For water produced by City from its San Fidel Well Field and delivered to the B5 Treatment Facility in excess of the quantity delivered by San Gabriel to City, San Gabriel shall pay to City the costs San Gabriel would have paid for power and chemicals for producing the same quantity of water. San Gabriel shall also transfer to City the water rights to pump

such quantity of excess water or pay to City the Main San Gabriel Basin Watermaster replacement water assessment for replenishment water attributable to that quantity. San Gabriel shall also pay to City any other assessment imposed by the Main San Gabriel Basin Watermaster attributable to the production of additional water.

c. For Emergency Water, City shall pay San Gabriel at the quantity rate applicable under the Emergency Service Agreements.

5. Ownership and Maintenance of the Service Connections

San Gabriel shall own and maintain the Service Connections consisting of the service line from San Gabriel's facilities, the water meter, check valve, and all other facilities from its water system to the point of connections with City's facilities.

City shall be responsible for the cost of maintenance of all Service Connection facilities, including the water meters and utility vaults. Such maintenance is to include periodic testing of the water meter. If the periodic testing of the water meter discloses that the water meter has not been measuring and recording within the $\pm 5\%$ range of accuracy, an appropriate adjustment will be made in the balancing account referred to in Section 4 of this Agreement.

San Gabriel will perform or arrange for all necessary maintenance on that portion of the Service Connection which it owns, and City shall reimburse San Gabriel for the cost thereof. City will pay San Gabriel for such costs within 30 days after receipt of an invoice from San Gabriel.

City shall own and maintain those facilities from the point of connection with the Service Connections to its water system.

6. Backflow Prevention; Pressure Reduction

City shall maintain appropriate backflow prevention devices, of a type and design acceptable to San Gabriel, on City's facilities on its side of the Service Connections and maintain the device in proper operating condition at its sole cost and expense.

City understands that the water pressure in San Gabriel's water system may be greater than that in City's water system, and as a result, it may be necessary for City to install and maintain pressure reduction equipment on its side of the Service Connections. If City determines that pressure reduction equipment is necessary, City shall be responsible for the installation and maintenance of such equipment on City's facilities at City's expense.

7. Force Majeure

If either party is rendered wholly or partly unable to perform its obligations under this Agreement despite its good-faith efforts to fulfill the obligations because of any occurrence beyond the control of the affected party ("Force Majeure"), then that party's performance shall be suspended for the duration of such Force Majeure to the extent such performance is affected by the Force Majeure. The affected party shall give the other party both telephone and written notice of a Force Majeure as soon as practicable under the circumstances, ordinarily within 48 hours by telephone and within five (5) working days in writing. The suspension of performance shall be of no greater scope

and duration than is required by the Force Majeure. The affected party shall use good-faith efforts to remedy its inability to perform and to mitigate the effects of the Force Majeure. Once the affected party is able to resume performance of its obligations under this Agreement, it shall promptly give the other party written notice to that effect.

8. Indemnification

A. From City to San Gabriel. City agrees to defend, indemnify and hold free and harmless, San Gabriel and its directors, officials, officers, agents, employees and contractors, as to any and all claims, liabilities, demands, actions, causes of action, penalties, obligations, costs or expenses, including reasonable attorney's fees, which San Gabriel and its directors, officials, officers, agents, employees and contractors may incur or suffer by reason of any claim by any person or persons, including those asserted by City or on behalf of City's customers, the public or other person or entity, which arise out of City's performance of its obligations under this Agreement or directly or indirectly relating to any water service furnished pursuant to this Agreement.

City shall owe no duty of indemnity, defense or otherwise, to San Gabriel as to any claim for property damage, personal injury or wrongful death which alleges a dangerous condition of San Gabriel owned, controlled or operated property.

In the event any claim is made for property damage, personal injury or wrongful death against both City and San Gabriel, except as provided above for claims as to water service furnished, City shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on its own property or the actions of its officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement, and San Gabriel shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on an alleged dangerous condition of its own facilities and property or the actions of its officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement.

City further agrees to be responsible for any damage to San Gabriel property which is proximately caused by the City.

B. From San Gabriel to City. San Gabriel agrees, except as provided in sub-section 8.A. for claims as to water service furnished, to defend, indemnify and hold free and harmless, City and its elected officials, officers, servants and employees, as to any and all claims, liabilities, demands, actions, causes of action, penalties, obligations, costs or expenses claimed by any person or persons for property damage, injury or death to any person or persons, which arise out of the San Gabriel's performance of its obligations under this Agreement.

San Gabriel shall owe no duty of indemnity, defense or otherwise, to City as to any claim for property damage, personal injury or wrongful death which alleges a dangerous condition of City owned, controlled or operated property.

In the event any claim is made for property damage, personal injury or wrongful death against both City and San Gabriel, except as provided above for claims as to water service furnished, San Gabriel shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on its own property or the actions of its

officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement, and City shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on an alleged dangerous condition of its own facilities and property or the actions of its officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement.

San Gabriel further agrees to be responsible for any damage to City property which is proximately caused by the actions of San Gabriel.

9. Term of Agreement

This Agreement shall become effective on May 9, 2017. This Agreement shall remain in effect so long as the Cooperating Respondents are complying with and performing all of their obligations under the 2017 Project Agreement with respect to the B5 Treatment Facility. This Agreement shall terminate upon the termination of the 2017 Project Agreement.

10. Removal of the Service Connections

Upon termination of this Agreement, in addition to all other rights it may have, San Gabriel, at its sole discretion, may remove all or any part of the facilities comprising the Service Connections; and City agrees to pay San Gabriel's costs for such removal.

11. Laws, Regulations, Permits

City shall give all notices required by law and comply with all laws, ordinances, rules, and regulations. Any necessary or required permit or license, including, without limitation, Department of Health Services and National Pollution Discharge Elimination System permits, shall be secured, paid for, and complied with by City.

12. Non-Assignability

Except for City's successors-in-interests or an entity operating the City's water system for its benefit, -this Agreement and any right arising under or by virtue of this Agreement shall not be assigned or transferred by City without the prior written consent of San Gabriel, which shall not be unreasonably withheld.

13. Notices

Written notice required to be given to either party shall be given by personal delivery or by certified mail addressed and delivered as set forth below. Other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth below:

San Gabriel Valley Water Company
11142 Garvey Avenue
Post Office Box 6010
El Monte, CA 91734-2010
ATTN: Robert W. Nicholson, President

City of Industry
15625 East Stafford Street #100
City of Industry, CA 91744
ATTN: City Manager

14. Attorney Fees

If either party to this Agreement brings suit to enforce or to recover for breach of any term, covenant, or condition contained herein, the prevailing party shall be entitled to attorney fees in addition to the amount of any judgment, recovery, and costs.

15. Entire Agreement; Modification

This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement, and except for the Emergency Service Agreements, it supersedes all prior agreements, written or oral, as to the subject matter of this Agreement.

No waiver, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such waiver, modification, or amendment is sought. This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

16. 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.

17. 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.

18. 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.

19. Waiver

The waiver by Parties 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 City or Contractor unless in writing.

20. 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.

21. Authority to Execute this Agreement

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

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**SAN GABRIEL VALLEY
WATER COMPANY**

CITY OF INDUSTRY

By _____
President

By _____
City Manager

ATTEST:

ATTEST:

By _____
Secretary

By _____
City Clerk

Date _____

Date _____

Agreement Between BPOU, LLC representing the BPOU Cooperating Respondents ("CRs") (Aerojet-General Corporation, Azusa Land Reclamation Co., Inc., Fairchild Holding Corporation, Hartwell Corporation, Chemical Waste Management, Inc., Reichhold, Inc., and Winco Enterprises Inc. and the City of Industry, California, for Scope of Work and for Funding of the City of Industry's ("City") Installation and Operation of Certain New Pump Equipment and Related Work at Well No. 5 at the San Fidel Well Field Located at the Approximate Intersection of Proctor and San Fidel Streets, City of Industry, California.

This is an Agreement between BPOU LLC, a Delaware limited liability company, and the City of Industry, California, for Scope of Work and for Funding of the City of Industry's ("City") Installation and Operation of Certain New Pump Equipment and Related Work at Well No. 5 at the San Fidel Well Field Located at the Approximate Intersection of Proctor and San Fidel Streets, City of Industry, California (the "Agreement"). This Agreement also covers an agreement to fund certain operating (power) costs as described below. This Agreement is dated for record purposes as of February 22, 2007.

RECITALS

Whereas; The CRs agree to fund certain improvements and to fund certain power costs in connection with Well No. 5 at the San Fidel Well Field for the purpose of providing water to be treated as part of the B5 Subproject in the Baldwin Park Operable Unit ("BPOU"); and

Whereas; The City of Industry desires to make certain improvements to Well No. 5, and to accept funding of the improvements and certain power costs;

Now therefore, for valuable consideration, the parties agree as follows

1. Scope of Work

The Scope of Work ("Work") to be conducted by the City and funded by the CRs shall be as outlined with respect to City Well No. 5 in the memorandum from Stetson Engineers, Inc. ("Stetson") dated December 2, 2005 attached as Exhibit "A" which is incorporated into this Agreement. The Work will be funded with the additional understanding that: (i) item no. 5 on page 3 and item no. 7 on page 4 of that memorandum have already been completed; and (ii) item no. 8 on page 4 of the Stetson memorandum and associated design work are not within the Scope of Work and not part of the cost estimate. If there are costs associated with the disposition of water from Well No. 5 at the time of start-up, then the CRs will bear such disposal costs; provided, however, that at no time shall the CRs bear any costs for any Watermaster assessments for water pumped from Well No. 5 .

2. Terms

BPOU, LLC, will fund the reasonable and necessary cost of the Work conducted pursuant to the Scope of Work.

The Work shall be paid for based upon invoices presented by the City to Mr. Scott Goulart of Aerojet and to Mr. Norman A. Dupont, at the addresses provided in the Section headed Notices, below. The CRs have authorized the Messrs. Goulart and Dupont to accept notices on behalf of the CRs. The City's invoices shall summarize the total monthly charges, including any taxable amounts, and shall be accompanied by appropriate backup documentation to support the City's request for payment. All invoices shall compare the itemized amount to the total budgeted amount for the Work based upon the June 6, 2006 estimate provided by Stetson Engineers as modified to exclude costs related to Well No. 4 and attached hereto as Exhibit "B". Such invoices shall be due and payable within 45 days of the date of presentation, unless disputed by the CRs. If the CRs chose to dispute an invoice, then they shall notify the designated representatives of the City within the 45 day time period of the dispute and the bases for the dispute. If the CRs do not dispute an invoice within the 45-day time period, then all disputes shall be deemed waived. If not paid and not disputed within 45 days of the date of presentation, interest shall accrue at the rate of one point above the then current prime rate set by the Federal Reserve Bank system. If paid but then disputed within 45 days of the date of presentation, then the prevailing party shall be entitled to interest from the date of the filing of the dispute, at the rate of one point above then then-current prime rate set by the Federal Reserve Bank system, and to reasonable attorneys' fees and costs.

The City shall: (i) ensure that the Work done is of good and acceptable quality and workmanship, free from design and construction defects, and conforms to the requirements of applicable laws and regulations and the City's agreements with its contractors performing the Work; (ii) arrange for all necessary permits and inspections for the Work; (iii) ensure that the contractor and subcontractors obtain and provide to the City appropriate evidence of insurance acceptable to City for at least CGL and automobile liability coverages; (iv) inform the CRs of any disputes between the City and any contractor or subcontractor concerning the quality or completeness of any portion of the Work performed by that contractor or subcontractor; (v) certify the satisfactory completion of Work at the end of the project; and (vi) keep Well No. 5 and related property free of any contractor or subcontractor liens or obtain the release of any liens upon the well and related property from any contractor or subcontractor placing any such lien(s).

The CRs shall fund this Work up to a total anticipated or estimated maximum price (excluding sales tax) of \$163,000. The City has authority to award a contract for up to 115% of that amount, or \$187,450, without consulting the CRs, and the CRs would be obligated for up to that amount. The City will follow its normal public bidding requirements in a competitively bid process in awarding the contract. If the lowest acceptable bid submitted to the City exceeds this estimate by more than 15%, then the City will consult with the CRs prior to approving any contract. The City shall require that all contractors or subcontractors strictly allocate their billing between *goods* provided as part of the work and *labor or service* charges related to the Work and other mobilization and labor charges so that a precise allocation of appropriate sales tax on goods only, consistent with California Board of Equalization regulations, can be made based upon the invoices. If the City learns of any facts or circumstances indicating that the total cost of the Work (excluding sales tax) will exceed \$187,450, then it shall immediately notify the CRs with a written explanation of the reasons for the anticipated cost overrun and steps taken to avoid such cost overrun. The CRs shall respond to the City within 10 days to inform the City whether or not the CRs will fund any or all of the expected increase.

To the extent that the Work requires the disposal of purged water from Well No. 5, then the City shall arrange for appropriate handling and disposal or treatment of all purged water. The City shall be listed as the generator of any waste (including purged water) resulting from the Work. The City shall pay any Watermaster assessment charges levied with respect to the discharged water from Well No. 5. In addition, the CRs shall reimburse the City for 43% of its power costs based upon the Stetson estimate that the City will expend 43% more power than is actually required to operate Well No. 5 at the required 1,200 gpm rate. If the City, for any reason, in fact operates Well No. 5 at full capacity of its current pump (i.e., at 2,400 gpm), then the CRs shall not be responsible for any additional reimbursement to the City. The City will separately provide, on a monthly basis, copies of its actual power invoices for Well No. 5 to the CRs, which will respond to the City within 10 days of receipt of said invoices as to whether there are any questions. Unless the CRs so notify the City, then payment of the 43% share of power costs will be due to the City within 45 days after receipt of said invoices.

The City shall continue to monitor results for Well No. 5 for the same constituents that it currently samples and shall inform the CRs on a monthly basis of the results of such monitoring and sampling. If possible, the City shall request the analytical laboratory to provide electronic deliverable data to the database currently under construction for the BPOU project. If such monitoring shows that the concentration levels for contaminants of concern (perchlorate, VOCs and NDMA) decline below the applicable Notification Level ("NL") or Maximum Contaminant Level ("MCL"), then the well shall be placed in service as a potable water source without treatment at the B-5 treatment plant, subject to the advanced approval of the California Department of Health Services. However, if at any time thereafter any applicable NL or MCL is exceeded as to any contaminant of concern identified above, then treatment of the water produced from the well shall be reinstated under and in accordance with the terms of this Agreement.

Any costs or staff time incurred by the City to issue a Request for Proposal or bidding documents as may be required pursuant to the City's procurement regulations or policies shall be borne exclusively by the City and shall not form any portion of the agreed upon scope of Work. Each side shall bear its own legal costs in negotiating this Agreement or any necessary amendment or modification to this Agreement.

The entry into this Agreement by the parties and the payments made or received hereunder shall not be construed as an admission of liability for any purpose. Entry into this Agreement shall not constitute a waiver of any right or defense by either party or by any of them individually. The CRs, and each of them, shall have no liability for any of the Work funded by the CRs.

Finally, if any dispute arises under this Agreement or its interpretation in any fashion, including but not limited to any dispute over whether a particular charge is or is not reimbursable to the City from the CRs, then such dispute will be resolved pursuant to California state law by a mutually acceptable arbitrator selected from ADR Services, Inc. The parties to the dispute will utilize the then-current rules of ADR Services, Inc. and shall make all good faith efforts to ensure that the costs of the arbitration process are less than the amount of funds then in dispute between the parties. The prevailing party shall be entitled to reasonable attorney's fees and costs.

3. Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, and by email, addressed as follows:

To City: Philip Iriarte, City Manager
City of Industry
15651 E. Stafford Street
Post Office Box 3366
Industry, California 91744-0366

(626) 333-2211
(626) 961-6795 (fax)

Copies to: J.D. Ballas, City Engineer
City of Industry
15651 E. Stafford Street
Post Office Box 3366
Industry, California 91744-0366

(626) 333-2211
(626) 961-6795 (fax)

Michael J. Berlien, General Manager
La Puente Valley County Water District
Post Office Box 3136
La Puente, California 91744

(626) 330-2126
(626) 330-2679 (fax)

And to: Michele R. Vadon, City Attorney
City of Industry
c/o Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, California 90071-2953

(213) 236-0600
(213) 236-2700 (fax)

With copies by email to jballas@cityofindustry.org and mvadon@bwsllaw.com

To: Baldwin Park Operable Unit Cooperating
Respondents ("CRs") c/o BPOU LLC

Mr. C. Scott Goulart
Highway 50 at Aerojet Road
Building No. 2001
P.O. Box 13222
Sacramento, CA 95813

(916) 355-5454
scott.goulart@aerojet.com

And by email to:

Mr. Norman A. Dupont
Richards, Watson & Gershon
355 So. Grand Avenue, 40th Floor
Los Angeles, CA. 90071

(213) 626-8484
Ndupont@rwglaw.com

Or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by email or telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

4. Signatory Authority

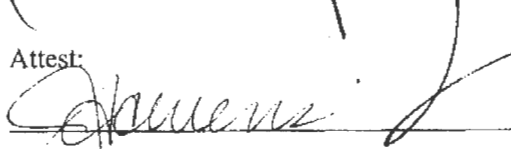
Each person executing this Agreement on behalf of a party hereto represents that he or she has been duly authorized and directed to execute this Agreement for and on behalf of such party.

WITNESS the execution of this Agreement:

CITY OF INDUSTRY

By: 

Attest:



Clerk, the City of Industry

Approved as to Form:

Michele R. Vadon, City Attorney

BPOU, LLC
a Delaware Corporation

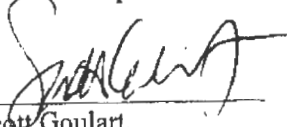
By: 
C. Scott Goulart,
Notice Representative for BPOU, LLC

EXHIBIT "A"



861 Village Oaks Drive, Suite 100 • Covina, California 91724 • (626) 967-6202
FAX: (626) 331-7065 • email: wc@stetsonengineers.com

2171 L. Francisco Blvd., Suite K • San Rafael, California 94901 • (415) 457-0701
FAX: (415) 457-1630 • email: sr@stetsonengineers.com

2659 W. Guadalupe Rd., Suite D213 • Mesa, Arizona 85202 • (480) 839-5910
FAX: (480) 839-6560



Reply to: Covina

MEMORANDUM

TO: SGVWC B5 Project Committee

FROM: Stetson Engineers Inc.

SUBJECT: Design Parameters and Scope for City of Industry Wells
SGVWC B5 Treatment Facility

JOB NO: 1963-06

DATE: December 2, 2005

On September 7, 2005, a meeting was held at the City of Industry (Industry) San Fidel Well Field to discuss existing and proposed configuration of the wells which will be providing flows for treatment at the B5 Treatment Facility. Those present at the site meeting include the following: Terrill Lewis and Elias Kordahi from Stetson Engineers, Chae Lee of CalPower, Mark Weston from TESCO Controls (TESCO), Mike Berlien – General Manager for La Puente Valley County Water District (LPVCWD), and John Seguin and Tom Schiewe of San Gabriel Valley Water Company (SGVWC).

The Industry wells are to provide 1,200 gpm to the SGVWC B5 Treatment Facility as part of the EPA BPOU Extraction Plan. Once this water is treated an equal amount of potable water is to be supplied to Industry, via a separate interconnection.

Existing Configuration

The following is a summary of the existing configuration of Well Nos. 4 and 5 and associated piping and controls at the Industry San Fidel Well Site:

1. Well House Layout: Well Nos. 4 and 5 are identical in physical layout. They are both housed in identical structures of split-face CMU construction. The well houses are about 16-foot square with the wells in the center of the structures. Each well house is equipped with an MCC in the NW corner and additional electrical equipment is distributed over the north wall. A 14-inch well discharge exits each well house about 18-inches above grade to the south. Each discharge line is equipped with a 14-inch Cla-Val check valve, butterfly shut-off valve, 1-

WATER RESOURCE PROFESSIONALS
LICENSED BY THE STATE BOARD OF CONSUMER AFFAIRS

EXHIBIT "A"



inch air release valve, 1-inch sand removal cyclone, and 14-inch Sparling propeller flow meter. The only difference is that Well No. 4 is also equipped with a TESCO S.C.A.D.A. Control System cabinet on the north wall and a mothballed chlorine injection system in a separate room (see photos Appendix A).

2. Well Condition: Both wells were constructed in 1984 and have not been rehabilitated since then. Each well was drilled to a depth of 1,000 feet below ground level. The original well tests yielded 4,000 gpm after 8 hours on both wells. Figures showing the well screen intervals are in Appendix B. The well screen intervals for each well are as follows:

Well No. 4: 1/16" Rosco-Moss from 310 feet to 820 feet below ground level

Well No. 5: 1/16" Rosco-Moss from 380 feet to 810 feet below ground level

The depth to water table for each well was measured on September 7, 2005 using bubbler gages at the base of each well. The depth to water table was approximately 80-90 feet for each well.

3. Well Equipment: The existing pumps in the each well are Peerless model 16-MC, 1775 RPM, 3-stage vertical turbines that yield 2,800 gpm at 240 feet TDH. Each pump is powered by a 200 HP, 460 VAC, 3-Phase, 60 Hz electric motor and have identical MCCs constructed in 1985 (see Appendix C). In the past one well was operated by a diesel engine but this was recently replaced with a 200 HP electric motor. The wells were pump-tested again in April, 1990, and were both within 3% accuracy.
4. Well Controls: A TESCO PLC Controller is contained in the No. 4 well house. A 1-inch conduit, apparently carrying a signal cable, runs between the two well houses. Each well is equipped with a Sparling propeller flow meter (without transmitters).
5. Disinfection: An existing (out of service) chlorination system is housed in Well house No. 4.
6. Well Discharge Pipeline: The existing discharge piping system currently ties the 14-inch discharge pipes from each well to an existing 18-inch AC pipe water main. The northern end of this water main is blind-flanged on site. The southern end leads to the distribution system for the City of Industry.

Proposed Configuration

The following is a summary of the proposed changes to be made at the Industry San Fidel Well Field to incorporate Well Nos. 4 and 5 into the SGWVC B5 Treatment Facility:



1. Well House Layout: No changes are planned for the layout of the well houses with the exception of added control cabinets.
2. Well Condition: Each well should be video and spinner logged to determine whether or not rehabilitation or cleaning of the well is required. This should be initiated as soon as possible as part of the SGVWC B5 project.
3. Well Equipment: Stetson conducted a piping hydraulic analysis of the B5 Treatment Facility, including the Industry wells, as part of the overall B5 Treatment Facility design. Sheet G-5 of the design drawings (see attached) shows the hydraulic grade line through the treatment facility. The existing pumps for Well Nos. 4 and 5 must be replaced to generate sufficient head to deliver water to the B5 Plant. The new pumps shall meet operating requirements of 365 feet TDH and 1,200 gpm. Head losses, both major and minor were considered. (This design is expected to be verified by the CR consultants and the WE's.) Pressure-sustaining valves are not required. The new pumps will be 5-stage Goulds vertical turbine pumps (model 12 CHO, 1770 RPM, 8.69" impeller) of 85% efficiency requiring 140 HP each. Three other pump manufacturers were considered and Goulds yielded the best fit and efficiency (see Appendix D). The existing 200 HP, Frame 445TP, design B electric motors are adequate for the proposed requirements.
4. Well Controls: The existing MCCs will both be removed and upgraded to modern soft-start technology. The control hardware and software in the existing TESCO cabinet at Well No. 4 will be upgraded to current standards. Control will be remote from the B5 Treatment Facility and a flow signal will be transmitted to Industry as directed by Mr. Berlien at LPVCWD. A dedicated "RUN" light for each well will be placed in the PLC at B5 and only one well will be permitted to operate at a time, with the second well as backup. Flow data will be provided by a flow meter located where the raw water pipeline enters the B5 site. The flow meter will be equipped with a 4-20 mA transmitter to transmit flows to the master PLC. Cal Power will prepare the power, telemetry, and controls design (including P & ID's). In order to record total pumping from each well, the software shall be designed to record total flow separately, based upon which well is operating. In addition, the well-site proceller meters shall be tested/adjusted and maintained as manual back-up metering, including total flow from each well.
5. Well Discharge Pipeline: At the southern end of the the San Fidel Well site the existing pipeline from Well Nos. 4 and 5 is to be cut and rerouted to the raw water pipeline to feed the B5 Treatment Facility. Per DHS guidelines the existing pipeline, which is part of Industry's potable distribution system, must be physically separated from the raw water pipeline, therefore the existing pipeline was cut and capped. The discharge pipeline and connections to the existing pipeline have been completed as part of the Raw Water Pipeline contract with T.A. Rivard.



6. Disinfection: No chlorination will be conducted at the well sites. Disinfection will occur at the B5 Plant after all treatment processes.
7. Treated Water Distribution: At the B5 Treatment Facility the raw water will be treated to remove contaminants and then discharged to the SGWVC water distribution system. The water will be wheeled through the SGWVC distribution system and delivered to the City of Industry via a new metered connection recently constructed from SGWVC to the Industry Lomitas Reservoir. This work is done.
8. Backup Electric Power Generation: A backup diesel-powered electric generator shall be provided at the well site to keep the entire system working during power outages. The backup generator will be connected to both Well Nos. 4 and 5 and will provide sufficient power to run one well at a time, along with all control equipment.

DESIGN

Upon approval of the proposed design configuration (see above) by the Project Committee, design of the well facilities and well maintenance work will proceed. The following is a general scope of work for the design team:

1. Stetson Engineers - General:
 - a. Design and specify new pumps for each well.
 - b. Site layout drawings and specs.
 - c. Coordinate design and construction.
2. SPEC Services – Structural: Design slab-on-grade reinforced concrete foundation for the backup generator.
3. CalPower Engineering - Electrical:
 - a. Design new MCCs for each well that incorporate modern soft-start technology.
 - b. Design and specify backup generator.
 - c. Design all power wiring for the backup generator, transfer switch, and connections.
 - d. Prepare P & IDs for the well system and backup generator.
 - e. Provide design for all telemetry and controls.

CONSTRUCTION

Upon completion of the design, bids will be provided by the construction contractors and the procurement and construction of the well facilities will proceed. The following is a general scope of work for the procurement and construction of the Industry well facilities:



STETSON ENGINEERS INC.

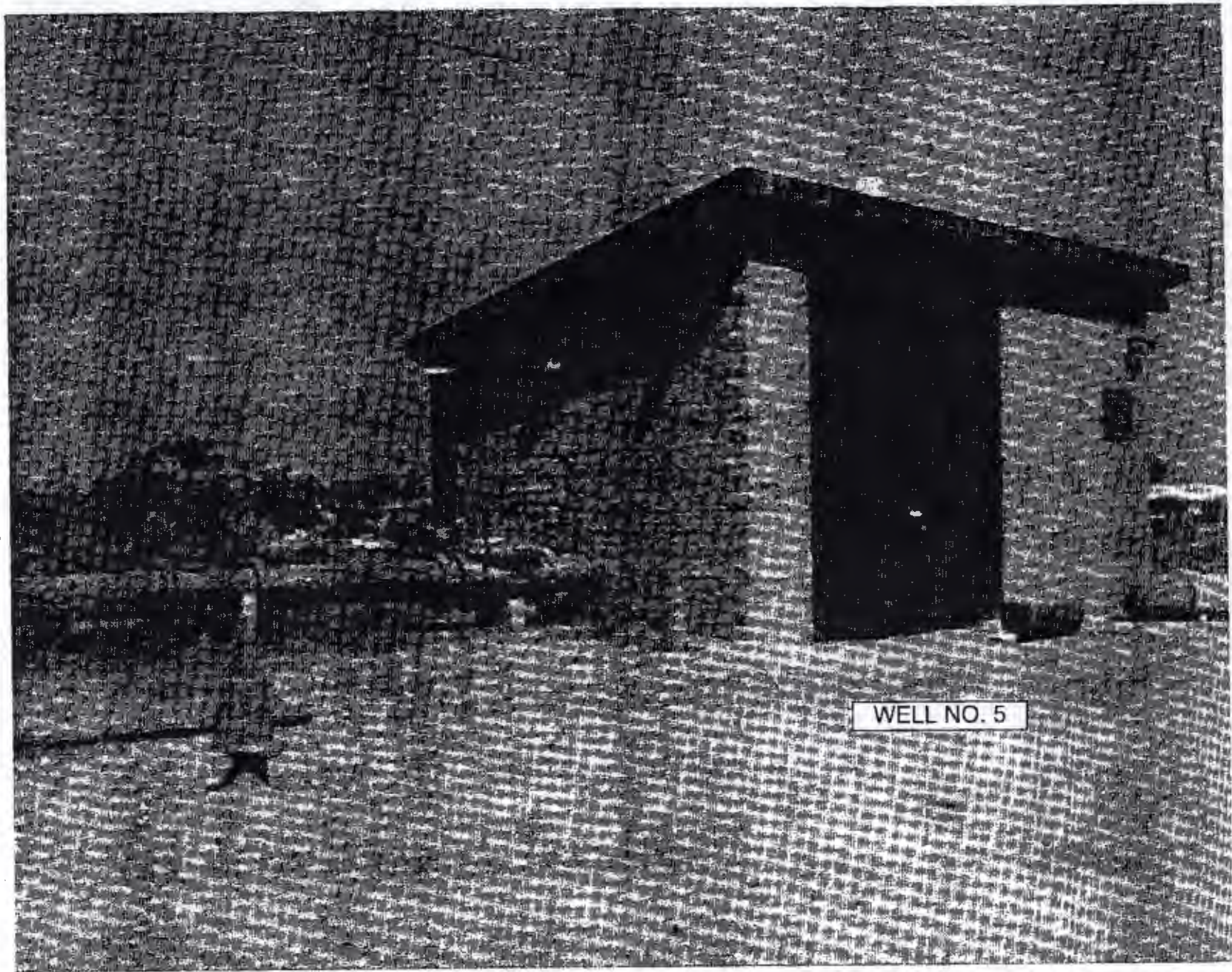
1. SGWWC:
 - a. Purchase new pumps for Well Nos. 4 and 5.
 - b. Purchase backup generator and all ancillary equipment.
 - c. Coordinate well maintenance work.

2. RC Foster Corporation:
 - a. Install new pumps in Well Nos. 4 and 5.
 - b. Purchase and install new underground meter vault.
 - c. Construct all power and control electrical work for the new flowmeter, Well Nos. 4 and 5, and the backup generator.
 - d. Construct slab-on-grade reinforced concrete foundation and install backup generator.
 - e. General site work.

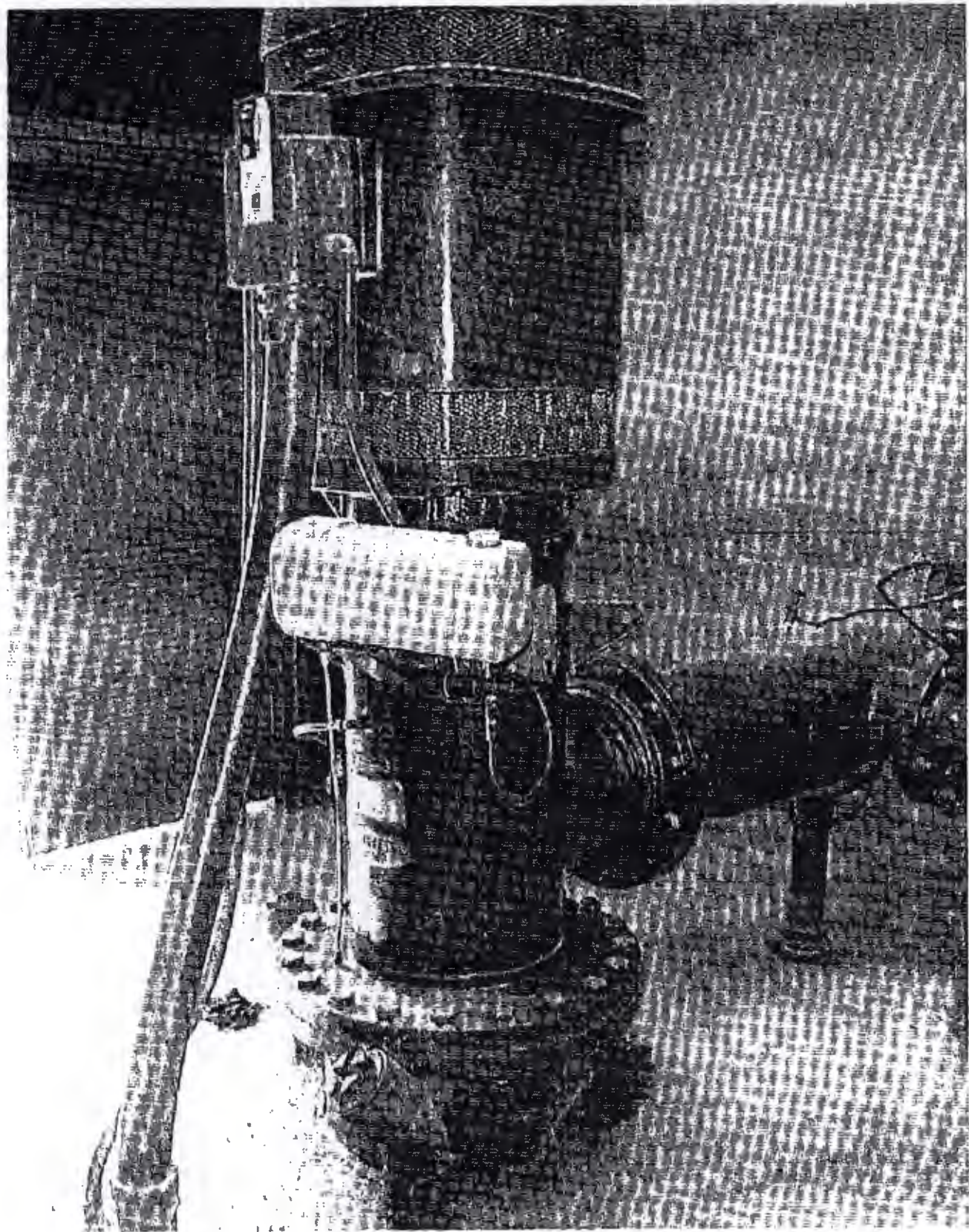
3. TESCO:
 - a. Upgrade the existing TESCO control system hardware and software at Well No. 4 to modern standards.
 - b. Reprogram the S.C.A.D.A. system so that only one pump operates while the second pump serves as backup.
 - c. Program the B5 S.C.A.D.A. system to accept signals from Well Nos. 4 and 5 and the flow meter at B5. Totalize flow separately.
 - d. Provide specific well "RUN" lights for the industry wells at the B5 control system.

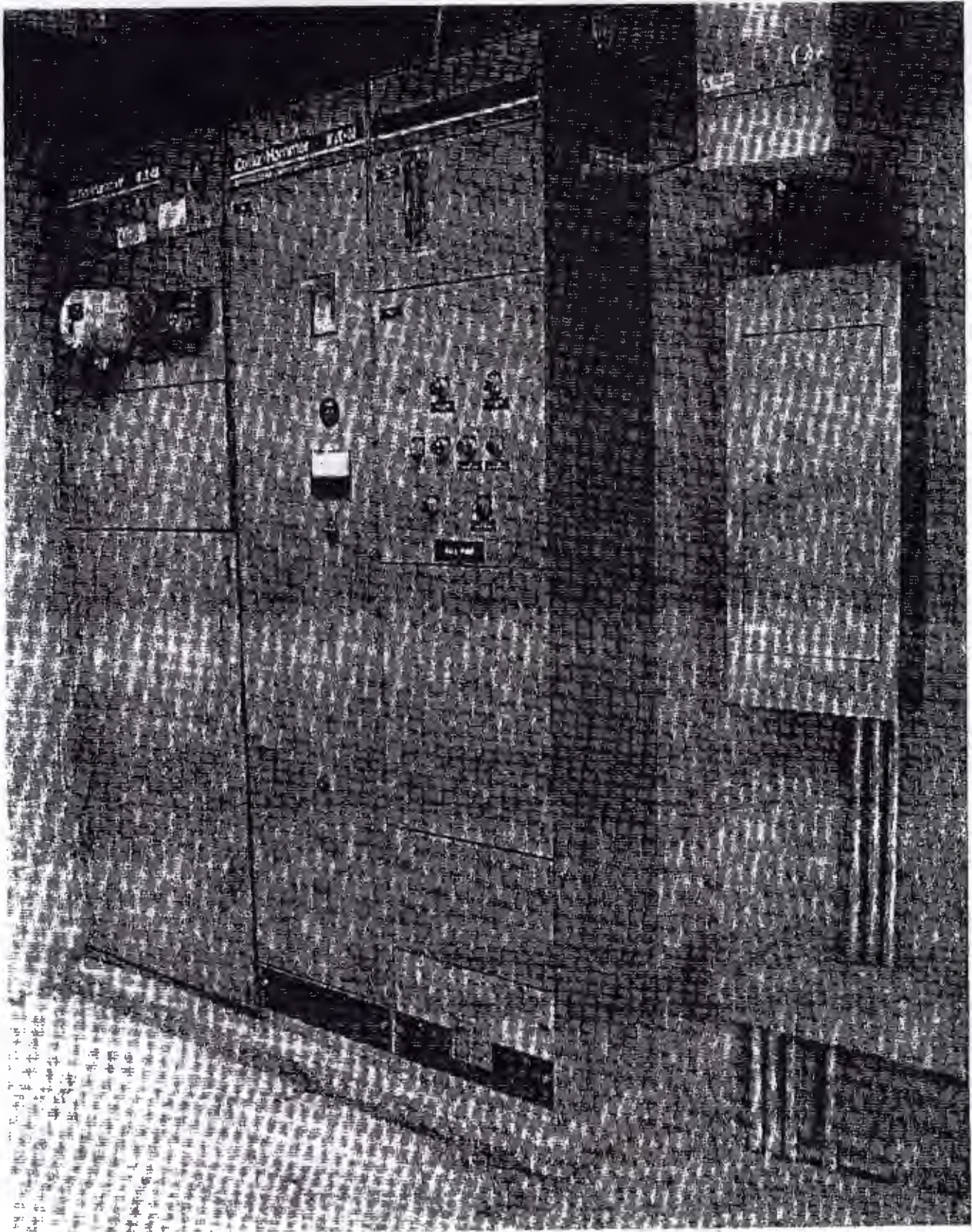
APPENDIX A

Well #5 Photographs



WELL NO. 5





APPENDIX B

Well Driller's Logs

DR.) AL
file with DWR

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

Do not fill in
No. 150393

Office of Interest No. _____
Well Permit No. or Date _____

State Well No. _____
Other Well No. _____

1) OWNER: Name City of Industry
15651 E. Stafford St.
City of Industry, CA Zip 91744

(12) WELL LOG: Total depth _____ ft. Depth of completed well _____ ft.
from ft. to ft. Formation (Describe by color, character, size or material)
0 - 10 Fill

2) LOCATION OF WELL (See instructions):
City L.A. (Owner's Well Number 4)
Well address if different from above _____
Neighborhood _____ Range _____ Section _____
Distance from cities, roads, railroads, levees, etc. _____

10 - 21 Sand
21 - 37 Sand and Grvl.
37 - 42 Gray Clay
42 - 50 Sand & Gravel ✓ streaks of Gray clay
50 - 62 Sand & Grvl. and cobbles
62 - 63 Sand 785-823 Gravel & Sand
63 -146 Sand & Gravel 823-830 Clay & Sand
146 -148 Tan Clay 830-840 Sand & sml Gr
148 -155 Gray Clay 840-865 Boulders & Gr
155 -160 Sand and Gravel 865-885 Tan Clay
160 -165 Gravel 885-903 Gravel
165 -176 Tan clay & Gravel 903-920 Tan Clay
176 -189 Gravel 920-940 Gravel
189 -225 Tan Clay & Gravel 940-954 Tan Clay
225 -229 Gravel 954-967 Sand & Grvl
229 -257 Tan Clay streaks of Gravel
257 -290 Gravel 967-977 Tan clay
290 -363 Tan Clay 977-992 Sand & gravel
363 -440 Gravel 992-1000 Tan clay
440 -455 Tan & Gray sandy Caly
455 -458 Sand & Gravel 1000- Sand & gravel
458 -465 Tan-Sandy Caly
465 -478 Sand
478 -492 Gray Clay
492 -500 Sand Very fine
500 -509 Tan clay
509 -539 Sand & Gravel
539 -579 Gray Clay
579 -598 Sand & Gravel
598 -609 Tan Clay
609 -687 Gravel & Sand
687 -697 Tan clay & Gravel
697 -714 Gravel
714 -727 Tan Clay
727 -735 Tan Clay & Sand
735 -770 Sand with streaks of Tan clay
770 -785 Tan Clay

(3) TYPE OF WORK:
New Well Drilling
Reconstruction
Reconditioning
Horizontal Well
Destruction (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:
Domestic
Irrigation
Industrial
Test Well
Stock
Municipal
Other

WELL LOCATION SKETCH

EQUIPMENT:
Motor Hoever
Air
Pump Bucket

(6) GRAVEL PACK:
No. 2x16 Size Monterey
Diameter of hole 32
Perforation 830 Size 300

(7) CASING INSTALLED:
Plastic Concrete

(8) PERFORATIONS:
Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Cage of Wall	From ft.	To ft.	Slot Size
830	820	20"	5/16"	820	310	1/16
310	-0-	20"	5/16"			Rosco M

(9) WELL SEAL:
Is surface sanitary seal provided? Yes No If yes, to depth 230 ft.
Are struts sealed against pollution? Yes No Interval 0 to 300 ft.
Method of sealing Cement grout

Work started 8/13 19 84 Completed 10/19 19 84
727 -735 Tan Clay & Sand
735 -770 Sand with streaks of Tan clay
770 -785 Tan Clay

(10) WATER LEVELS:
Depth of first water, if known _____ ft.
Standing level after well completion 52' ft.

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

(11) WELL TESTS:
Flow test made? Yes No If yes, by whom? _____
Pump Buffer Air lift
Depth to water at start of test 52 ft. At end of test 92 ft.
Quantity 4,000 gal/min after 8 hours. Water temperature _____
Chemical analysis made? Yes No If yes, by whom? _____
If electric log made? Yes No If yes, attach copy to this report

Signature [Signature] (Well Driller)
NAME Stacon Corporation
(Person, firm, or corporation) (Typed or printed)
Address 3362 Fitzgerald Rd.
City Rancho Cordova CA Zip 95670
License No. 120165 Date of this report 4/1/86

ORIGINAL

1th DWR

STATE OF CALIFORNIA THE RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES WATER WELL DRILLERS REPORT

Do not fill

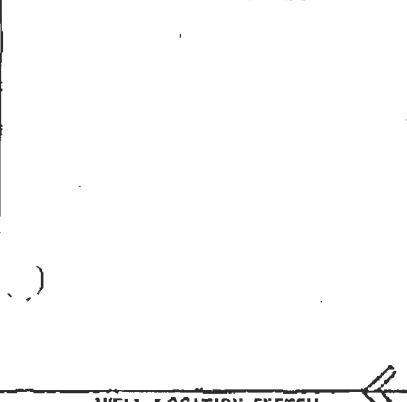
No. 150392

Notice of Intent No. _____ Local Permit No. or Date _____

State Well No. _____ Other Well No. _____

(1) OWNER: Name City of Industry Address 15651 E. Stafford St. City City of Industry, CA Zip 91744 (2) LOCATION OF WELL (See Instructions): County Los Angeles Owner's Well Number #5 Well address if different from above: Township _____ Range _____ Section _____ Distance from fillet, roads, railroads, fences, etc. _____

(12) WELL LOC: Total depth _____ ft. Depth of completed well _____ ft. from ft. to ft. Formation (Describe by color, character, size of material) 0 - 38 Sand with some gravel 38 - 41 Tan Clay 41 - 45 Sand and gravel 45 - 52 Brown Clay 52 - 97 Sand & Gravel w/ Cobbles 97 - 100 Gray Clay with some gravel 100 - 155 Gravel & Sand 155 - 167 Tan Clay 167 - 260 Sand & Gravel - streaks of clay 260 - 267 Tan Clay 267 - 287 Sand & Gravel 287 - 305 Tan Clay 305 - 312 Tan Sandy clay 312 - 345 Sand 345 - 351 Tan Clay with some gravel 351 - 450 Sand & Gravel 450 - 485 Tan Clay 485 - 488 Sand 488 - 515 Gravel 515 - 530 Tan Clay 530 - 537 Fine Sand 537 - 550 Tan Clay 550 - 570 Sand & Gravel 570 - 607 Tan Clay with some Gravel 607 - 677 Sand & Gravel 677 - 693 Tan Sandy clay 693 - 726 Sand & Gravel 726 - 738 Tan Clay 738 - 759 Sand & Gravel 759 - 764 Tan Clay 764 - 800 Sand & Gravel 800 - 830 Sand 830 - 850 Tan Clay 850 - 890 Sandy Clay 890 - 900 Sand & Gravel 900 - 905 Sand & Gravel & Clay 905 - 910 Tan Clay 910 - 915 Sand 915 - 930 Tan Clay 930 - 945 Gravel 945 - 950 Tan Clay 950 - 980 Sand & Gr 980 below Tan Sand



(3) TYPE OF WORK: New Well Deepening Reconstruction Reconditioning Horizontal Well Destruction (Describe destruction materials and procedures in Item 12) (4) PROPOSED USE: Domestic Irrigation Industrial Test Well Stock Municipal Other

(8) EQUIPMENT: Rotary Reverse Cable Air Other Bucket

(9) GRAVEL PACK: No Yes Size 20/40 Computer of bore 32" Perforation 830 to 300

(17) CASING INSTALLED: Steel Plastic Concrete Table with columns: From ft, To ft, Dia. in., Capacity Wall, From ft., To ft., Slot size. Row 1: 830, 810, 20, 5/16, 810, 380, 1/16

(18) PERFORATIONS: Type of perforation or size of screen. Table with columns: From ft., To ft., Slot size. Row 1: 764, 800, Sand & Gravel, 915-930 Tan Clay, 800-830 Sand, 930-945 Gravel, 830-850 Tan Clay, 945-950 Tan Clay, 850-890 Sandy Clay, 950-980 Sand & Gr, 890-900 Sand & Gravel, 980 below Tan Sand, 900-905 Sand & Gravel & Clay, 905-910 Tan Clay, 910-915 Sand

(9) WELL SEAL: Was surface sanitary seal provided? Yes No If yes, to depth 230 ft. Were struts sealed against pollution? Yes No Intervals 0 to 300 ft. Method of sealing cement grout

Work started app 8/13 1984 Completed app 10/19 1984

(10) WATER LEVELS: Depth of first water, if known _____ ft. Standing level after well completion 62' ft.

WELL DRILLER'S STATEMENT: This well was drilled under my jurisdiction and this report is true to the best knowledge and belief.

(11) WELL TESTS: Was all test made? Yes No If yes, by whom? Pump Bailor Air lift Discharge 4,000 gal/min after 8 hours Water temperature _____ Chemical analysis made? Yes No If yes, by whom? Was electric log made? Yes No If yes, attach copy to this report.

Signed: [Signature] (Well Driller) NAME: Stagon Corporation (Person, firm, or corporation) (Typed or printed) Address: 3362 Fitzgerald Rd. City: Rancho Cordova, CA Zip: 95670 License No: 120165 Date of this report: 4/01/86

APPENDIX C

Existing Wells' Construction and Pump Curves

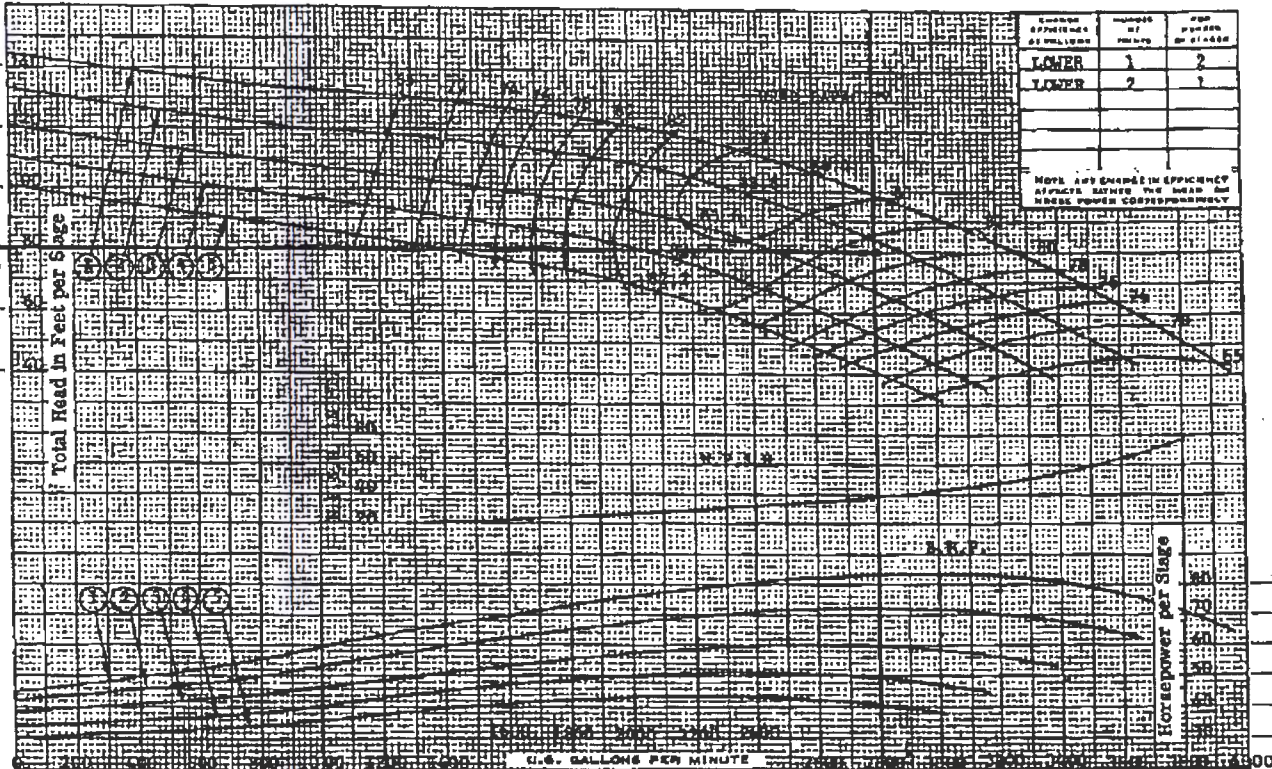
Peerless Pump Company
 Indianapolis, IN 46207-7028

VERTICAL TURBINE PUMPS
 Model 16MC - 1775 Rpm

SECTION 140
 Page 1760-69
 October, 1974

Total Head in Feet for _____ Stages

240
 3-St.



HYDRAULIC PERFORMANCE WARRANTY	CURVE NO.	IMPELLER NO.	IMPELLER DIA.	TAKEN FROM	Customer _____
Guaranteed at designated point only, and contingent on: Proper flow to pump section Proper submergence Field free of gas, air & abrasives Proper lateral setting of impeller	1	2626756	11 ²³ / ₃₂ " x 12 ¹ / ₂ "	43882	Item _____
	2	2626756	11 ¹¹ / ₃₂ " x 12 ¹ / ₂ "	43912	Peerless Ref. No. _____
	3	2626756	10 ²³ / ₃₂ " x 11 ²³ / ₃₂ "	43951	Laboratory Performance
	4	2626756	10 ⁷ / ₁₆ " x 11 ¹¹ / ₃₂ "	44024	SIZE 16 MC RPM 1775
	5	2626756	10" x 11"	44060	CURVE 2846530

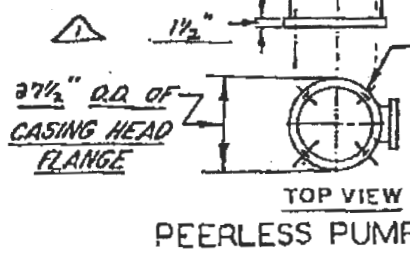
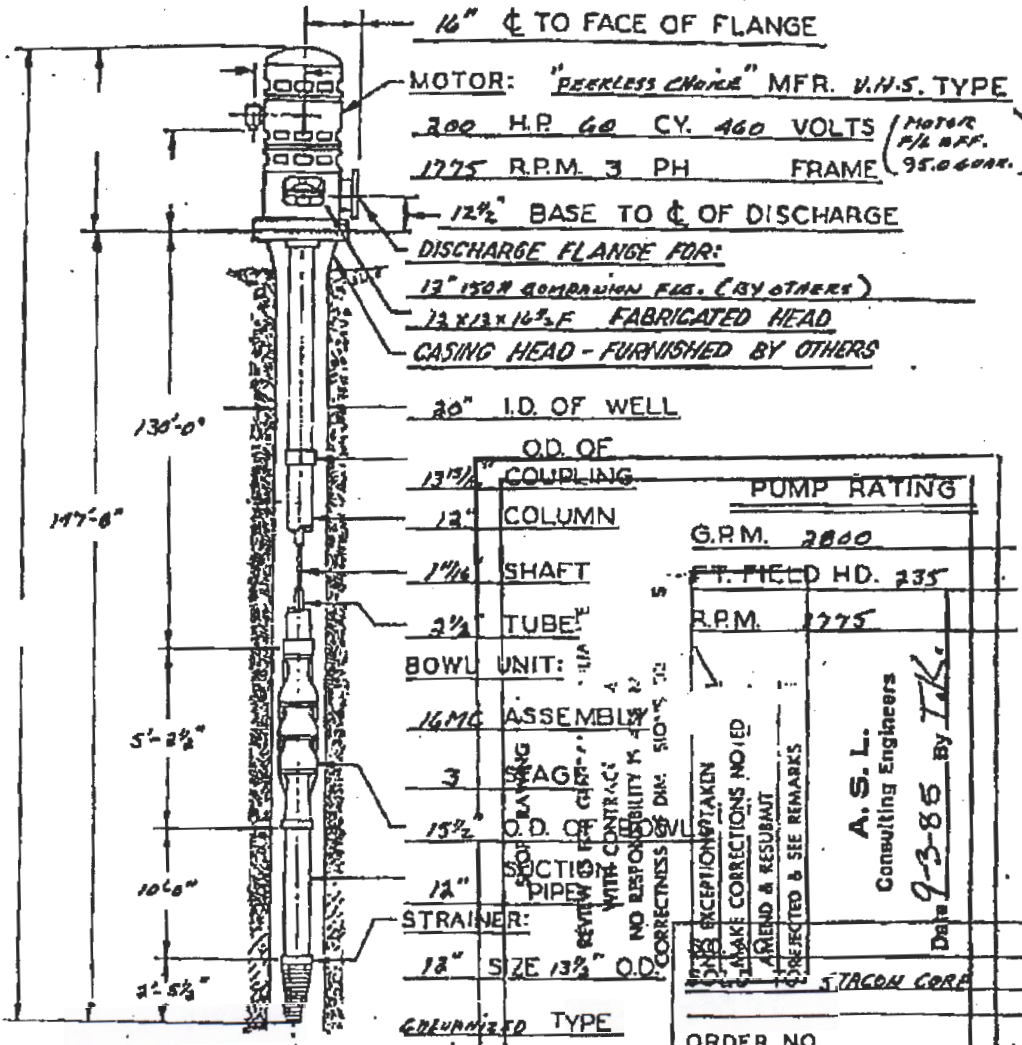
PUMP DESCRIPTION: Driver _____; Head _____; Column _____
 GUARANTEED BOWL PERFORMANCE: Capacity _____ gpm; Head _____ ft; Eff _____ %; BHP _____
 FIELD

988715
 10/17/74

PEERLESS PUMP

ENCLOSED LINESHAFT

SURFACE DISCHARGE



CHANGE 8/30/85 gp

THIS CERTIFIED PRINT

FOR APPROVAL

BY _____ DATE _____

FOR CONSTRUCTION

BY _____ DATE _____

MAIN SAN GABRIEL BASIN WATERMASTER

11310 EAST VALLEY BOULEVARD, EL MONTE, CALIFORNIA 91731
TELEPHONE (213) 443-2297

FIELD TEST OF WATER MEASURING DEVICES

Producer No. 0500/ City of Industry Waterworks Invoice No. 10232/
(Name of producer)
P.O. Box 3136
(Address)
La Puente, CA 91744/

Well data: (If the measuring device serves more than one well, please indicate all appropriate well Nos.)
 Owner's No. [REDACTED] State No. 1S/11W-26P/ Recordation No. 800095
 Location San Fidel/

Measuring Device data:
 Meter Make Sparling/ Size 14"/ Serial No. G02545/
 Gears: Drive (spindle) NA teeth Driven (head) NA teeth

Repairs made on _____ by _____
 Drive (spindle) _____ teeth Driven (head) _____ teeth

Other Explain _____

Large facilities data:
 Pipe ID 12.25/ in. Area 117.86 sq. in., Area _____ sq. ft. Pressure NA psi
 Channel Width _____ in. Height _____ in. Area _____ sq. in., Area _____ sq. ft.

Test equipment data:
 Make CoX/ Type Pitot/ Serial No. 6-12/ Calibration date 6-88/
 Rated range of flow 565-3390 GPM/

Test No.	Test Equipment		Actual Q ₁ in gpm	Totalizer Units		Measuring Device		Time in min./sec.	Meas. Q ₂ in gpm	% Error $\frac{Q_2 - Q_1}{Q_1}$
				Gals x 1000		Reading in Gals	Convert to gals.			
				Second reading	First reading					
1	Mano. diff. <u>19.4/</u>	Vel. in fps	<u>2286.5/</u>	<u>039214/</u>	<u>039209/</u>	<u>5000/</u>	<u>5000/</u>	<u>2-15.0</u>	<u>2222.2/</u>	<u>-2.8/</u>
2										
3										
4										

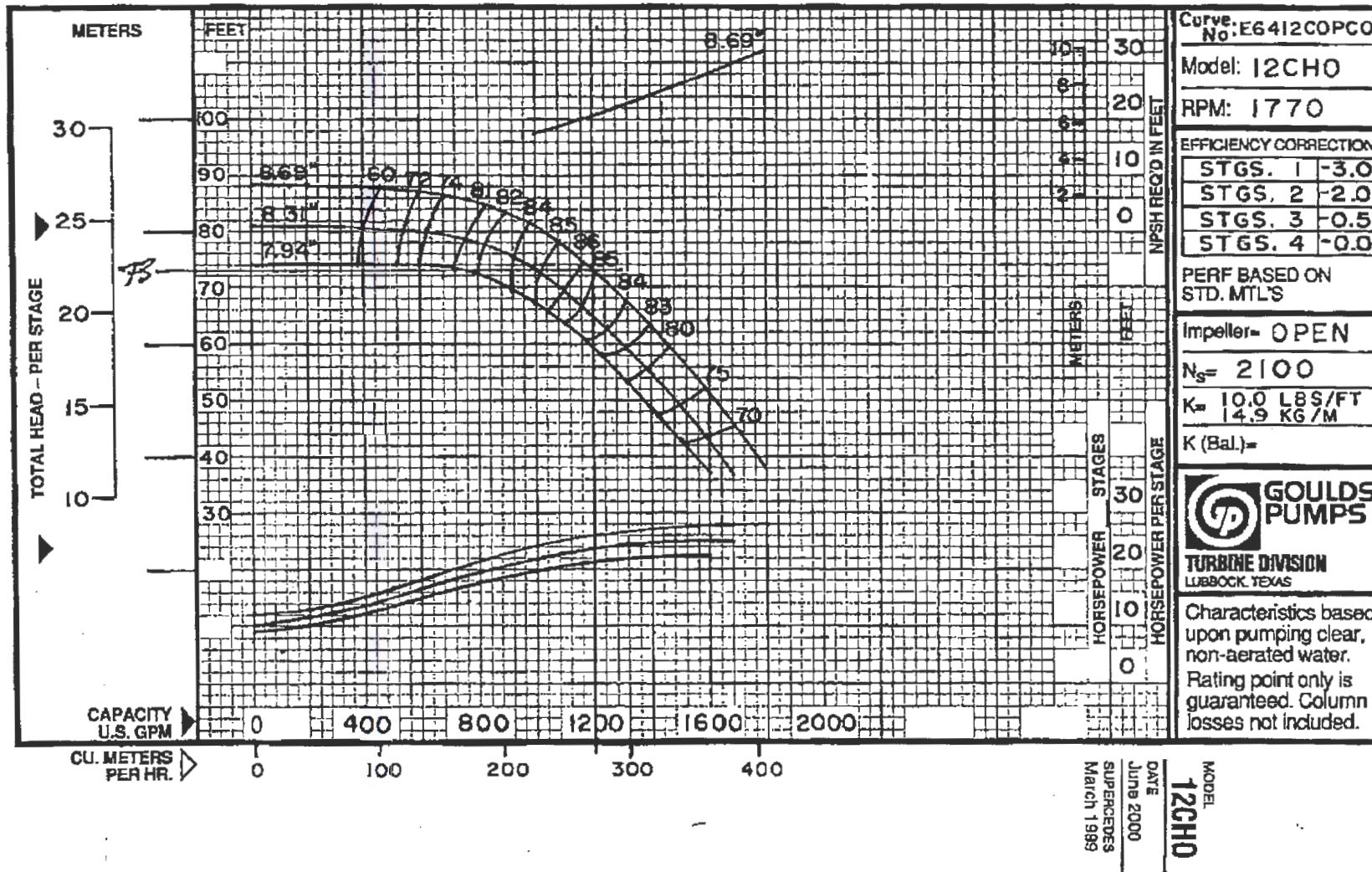
RP
4/25/70

Report to Watermaster:
 Please be advised that the above described water measuring device was ~~tested~~ operated
(Strike one)
 by R. Parsons/ and witnessed by E. Jenkins/ of Industry/
(Name) (Name) (Company)
 on [REDACTED] and this device ~~does~~ does not meet the Watermaster accuracy of plus or minus 5
(Date) (Strike one)
 percent of the standard.

APPENDIX D

Proposed Pump Curves

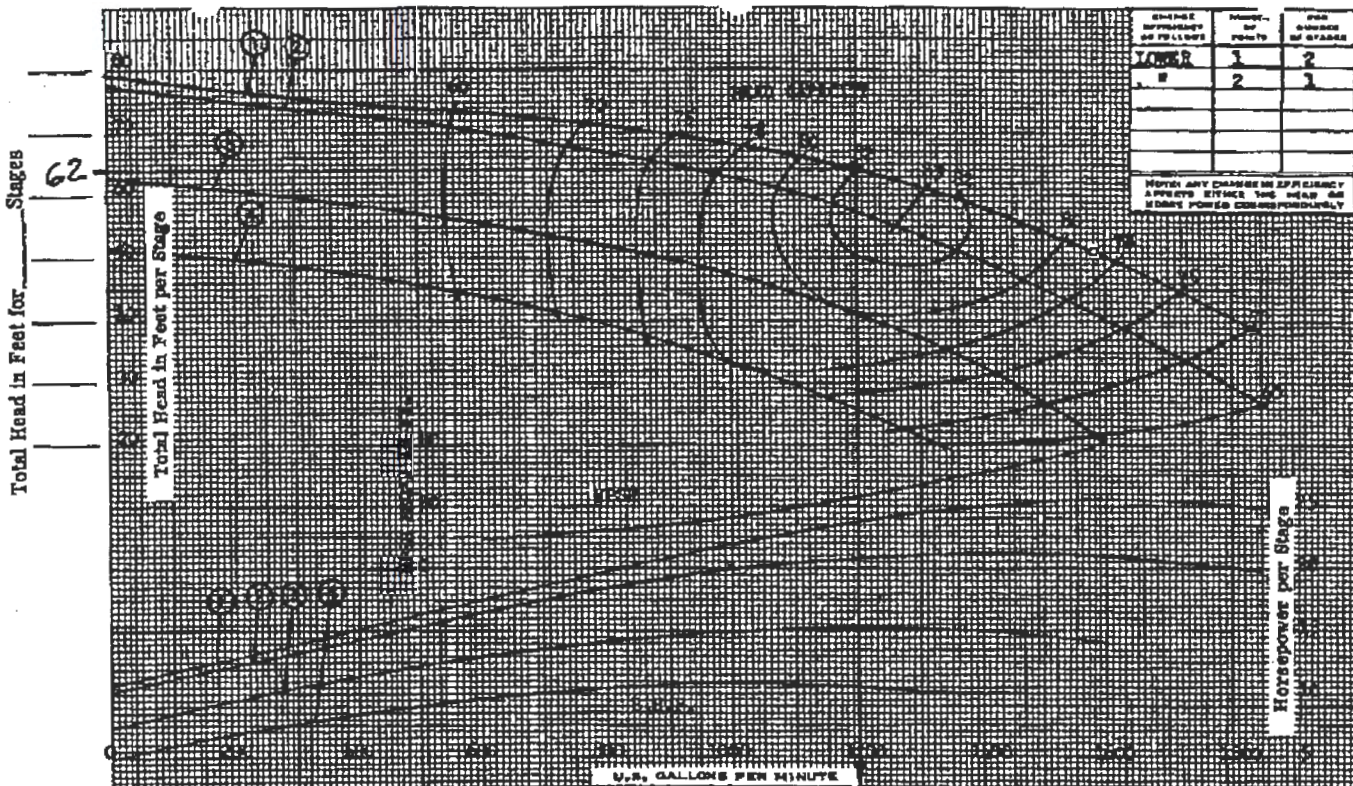
GOULDS PROPOSAL NO.	GOULDS S.O. NO.	INQUIRY NO.	CUSTOMER P.O. NO.	P.O. DATE	ITEM NO.	CUSTOMER
PROJECT			SERVICE	GPM CAPACITY	F.T. TDH	% EFFICIENCY
						RPM



Peerless Pump Company
 Indianapolis, IN 46207-7026

VERTICAL TURBINE PUMPS
 Model 12MB - 1760 Rpm

SECTION 140
 Page 1760-45
 October, 1974



HYDRAULIC PERFORMANCE WARRANTY	CURVE NO.	IMPELLER NO.	IMPELLER DIA.	TAKEN FROM	Customer		
					Item	Peerless Ref. No.	
Guaranteed at designated point only, and contingent on: Proper flow to pump section Proper solenoids Fluid free of gas, air & abrasives Proper internal setting of impeller	1	2624331	8 7/8"	40385			
	2	2624331	8 11/16"	35492			
	3	2624331	8 3/4"				
	4	2624331	7 1/4"				

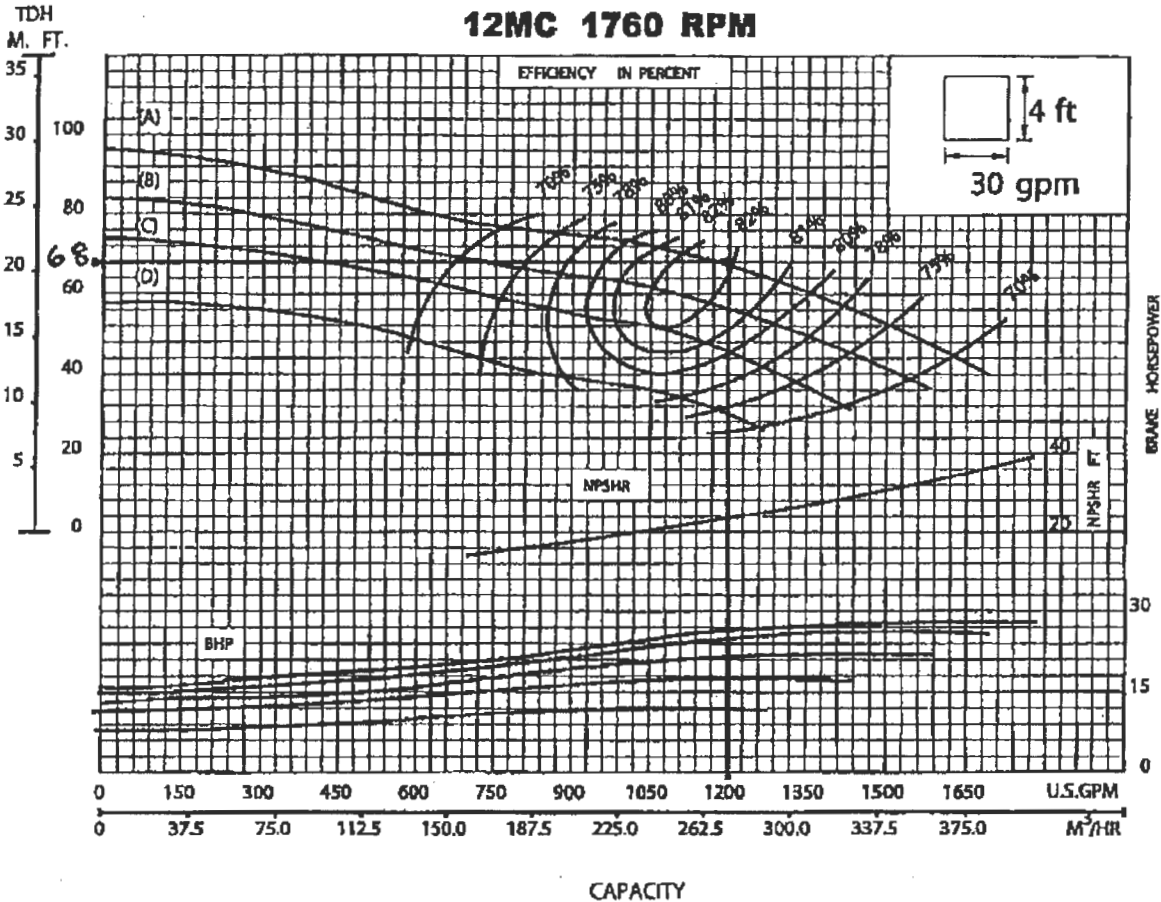
PUMP DESCRIPTION: Driver _____; Head _____; Column _____
 GUARANTEED BOWL PERFORMANCE: Capacity _____ gpm; Head _____ ft; Eff _____ %; BHP _____
 FIELD

Stages _____ for rawwater



TURBINE PUMP CURVE

MARCH 2000

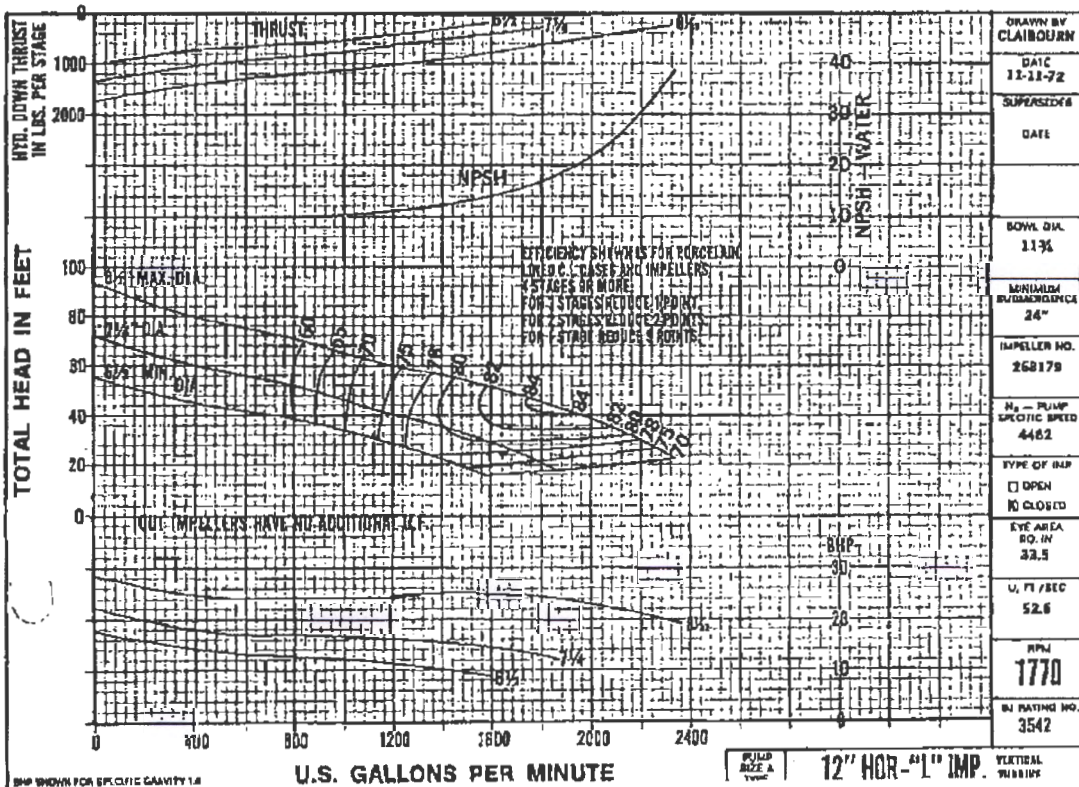
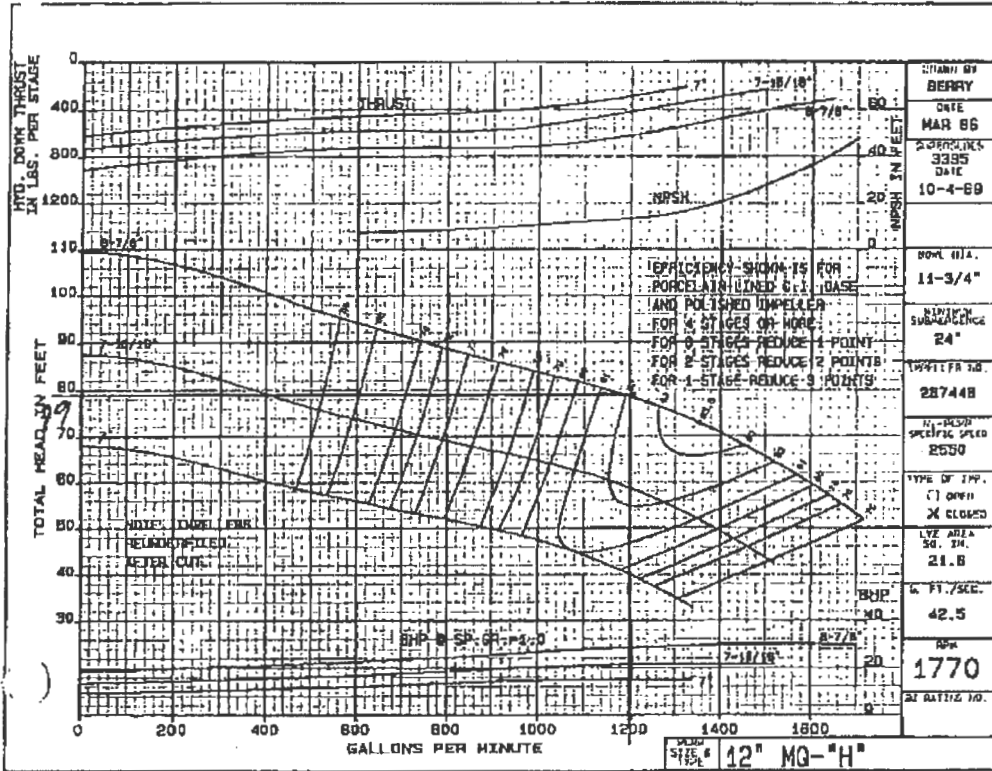


IMPELLER DATA	
Impeller Number	2951
Material	BRONZE
Type	CLOSED
Thrust Factor	K=10.60
Eye Area	20.10 sq. in.
Weight	15.00 lb.
TRIM: (A) 9.375" X 21.5 (B) 9.000" X 21.5 (C) 8.625" X 21.5 (D) 8.000" X 21.5 Minimum submergence above eye of bottom impeller: 24 in.	

BOWL DATA	
Bowl Number	2952 CI/ENAM.
Bowl Dia.	11.563"max 11.250"min
Max. No. Stages	14
One Stage Weight	340 lb
Add'l Stage Weight	100 lb
Std. Shaft Dia.	1.688 in
Std. Lateral	0.750 in
Discharge Size	6-8-10 in
Suction Size	8-10 in
Max. Sphere Size	0.625 in
Max Operation P.S.I.	584 (special)

EFFICIENCY CORRECTION				
Number of Bowls	1	2	3	4
Change as follows	-3	-2	-1	0
Change in efficiency may affect both head and horsepower.				

Performance based on pumping clear, fresh water at a temperature not over 85° F., and free of gas, air or abrasives, and with bowls properly adjusted and submerged.



Amendment No. 1 to Agreement Between BPOU, LLC representing the BPOU Cooperating Respondents ("CRs") (Aerojet-General Corporation, Azusa Land Reclamation Co., Inc., Fairchild Holding Corporation, Hartwell Corporation, Chemical Waste Management, Inc., Reichhold, Inc., and Winco Enterprises Inc.) and the City of Industry, California, for Scope of Work and for Funding of the City of Industry's ("City") Installation and Operation of Certain New Pump Equipment and Related Work at Well No. 5 at the San Fidel Well Field Located at the Approximate Intersection of Proctor and San Fidel Streets, City of Industry, California.

This Amendment No. 1 to the Agreement between BPOU LLC, a Delaware limited liability company, and the City of Industry, California, for Scope of Work and for Funding of the City of Industry's ("City's") Installation and Operation of Certain New Pump Equipment and Related Work at Well No. 5 at the San Fidel Well Field Located at the Approximate Intersection of Proctor and San Fidel Streets, City of Industry, California (the "Agreement") is made, entered into and effective as of the 7th day of November, 2007.

RECITALS

WHEREAS, the CRs and the City previously entered into the Agreement on or about _____, 2007, by which the CRs agreed to provide the funding for certain improvements to and power costs associated with Well No. 5 in the City's San Fidel Well Field;

WHEREAS, the estimated cost of the improvements and power costs as set forth in the Agreement has increased from \$163,000 to \$247,000;

WHEREAS, the CRs have agreed to fund this increase in costs and, for that reason, the parties are entering into this Amendment No. 1 to ensure funding of such increased cost.

AGREEMENTS

The parties agree as follows:

1. The fourth paragraph of Section 2 (Terms) is deleted and the following inserted in place thereof:

"The CRs shall fund this Work up to a total maximum price of \$247,000, excluding sales tax, and the City is authorized to award a contract to the lowest responsible bidder up to that amount through its normal public competitive bidding process without further consultation with the CRs. However, if the lowest acceptable bid to the City exceeds this estimate by more than 15%, or \$284,050, then the City will consult

with the CRs prior to approving any contract. The City shall require that all contractors or subcontractors strictly allocate their billing between *goods* provided as part of the work and *labor or service* charges related to the Work and other mobilization and labor charges so that a precise allocation of appropriate sales tax on goods only, consistent with California Board of Equalization regulations, may be made based upon the invoices. If the City learns of any facts or circumstances indicating that the total cost of the Work (excluding sales tax) will exceed \$284,050, then it shall immediately notify the CRs with a written explanation of the reasons for the anticipated cost overrun and steps taken to avoid such cost overrun. The CRs shall respond to the City within 10 days to inform the City whether or not the CRs will fund any or all of the expected increase.”

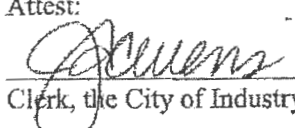
2. Except as herein specifically provided, the Agreement, as amended by this Amendment No. 1, shall remain in full force and effect and the persons executing this Amendment No. 1 hereby represent that they are authorized and directed to so execute this document.

WITNESS the execution of this Amendment No. 1:

CITY OF INDUSTRY

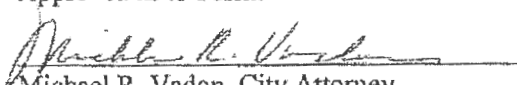
By:  _____

Attest:



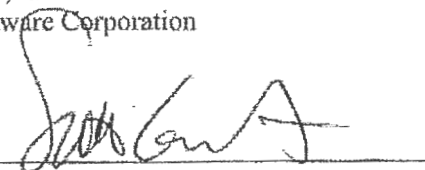
Clerk, the City of Industry

Approved as to Form:



Michael R. Vadon, City Attorney

BPOU, LLC
a Delaware Corporation

By: 

C. Scott Goulart,
Notice Representative for BPOU, LLC

SAN GABRIEL VALLEY WATER COMPANY

April 18, 2003

Mr. John D. Ballas
City Engineer
City of Industry
Post Office Box 3366
City of Industry, CA 91744-0366

APR 25 2003

Subject: Water Treatment and Delivery Agreement
Plant B5 Water Treatment Facility

Dear Mr. Ballas:

Pursuant to your request on April 16, 2003, I have enclosed herewith two duplicate originals of a Water Treatment and Delivery Agreement ("Agreement") for treating, at San Gabriel Valley Water Company's Plant B5 Water Treatment Facility, water produced by the City of Industry ("City") and for the delivery of treated water to the City.

Please have both documents signed by an authorized representative of the City and return them to me. Upon receipt, we will sign and return one original to you.

If you have any question, or wish to discuss any part of the Agreement, please call me.

Very truly yours,



Frank A. LoGuidice
Vice President – Engineering and Operations

FAL:sm
Enclosures

Waterworks

WATER TREATMENT AND DELIVERY AGREEMENT

This Water Treatment and Delivery Agreement ("Agreement") is made as of April 24, 2003 by and between the CITY OF INDUSTRY ("City") and SAN GABRIEL VALLEY WATER COMPANY, a California corporation ("San Gabriel").

WHEREAS, San Gabriel owns and maintains a metered service connection ("Service Connection"), located near the intersection of Workman Mill Road and Lomitas Avenue in the unincorporated area of Los Angeles County as shown on the plans attached hereto as Exhibit A, between San Gabriel's water system and City's water system for the sale and delivery of water to City for use in City's water system during temporary periods of emergency pursuant to that certain Emergency Service Agreement dated July 13, 2000 ("Emergency Service Agreement"); and

WHEREAS, the area presently served by City is located adjacent to San Gabriel's service area; and

WHEREAS, San Gabriel, a public utility engaged in the business of producing, distributing, and selling water to its customers, subject to the jurisdiction of the California Public Utilities Commission, is not obligated by its tariffs or otherwise to furnish or sell water to any person or entity, including City, for resale, and except as expressly set forth in this Agreement, San Gabriel does not hereby undertake to devote any part of its facilities or resources to furnishing or selling water to City for resale on a regular or permanent basis; and

WHEREAS, San Gabriel is constructing and will own, operate, and maintain a water treatment facility for the removal of VOCs, Perchlorate, Nitrate, NDMA, and 1,4-Dioxane at its Plant B5, located at 209 Perez Place, City of Industry (the "B5 Treatment Facility"), pursuant to that certain agreement dated March 29, 2002 with other water entities and eight potentially responsible parties ("Cooperating Respondents") to address groundwater contamination and water supply in the Baldwin Park Operable Unit ("Project Agreement"); and

WHEREAS, City desires to produce water from wells located in its San Fidel Well Field and transport that water to the B5 Treatment Facility for treatment, as provided in the Project Agreement, and for delivery of water to City at the Service Connection.

NOW THEREFORE, in consideration of the premises, mutual covenants, promises, and conditions set forth in this Agreement, and for other good, valuable, and adequate consideration, the parties hereto agree as follows:

1. Water Production and Treatment

City will produce from its San Fidel Well Field, a more or less continuous flow of 1,100 GPM, up to a maximum of 1,775 acre-feet per fiscal year (July 1 through June 30) at no cost to San Gabriel. Water so produced will be pumped at no cost to San Gabriel into a raw water pipeline owned by San Gabriel which extends from City's San Fidel Well Field to San Gabriel's B5 Water Treatment Facility.

San Gabriel will treat the water the City delivers to the B5 Treatment Facility to comply with applicable state and federal drinking water standards, at no cost to City provided the Cooperating Respondents pay San Gabriel the cost of such treatment as set forth in the Project Agreement. The quantity of water City delivers to the B5 Treatment Facility shall be measured and recorded by a water meter with the capability of measuring the expected range of flow within a $\pm 5\%$ range of accuracy.

2. Water Delivery to City

a. San Gabriel will deliver to City a more or less continuous flow of water equal (on a fiscal-year basis) to the quantity of water delivered to the B5 Treatment Facility from City's San Fidel Well Field, less an allowance for water loss through the treatment process. San Gabriel will bill the Cooperating Respondents for the costs of boosting such water to City and the pro rata share of the cost of maintaining the booster pump station. If the Cooperating Respondents fail to pay San Gabriel for such costs, City shall pay San Gabriel all unpaid amounts within thirty (30) days after receipt of an invoice from San Gabriel. San Gabriel shall reimburse City for such City payments if San Gabriel later recovers the costs from the Cooperating Respondents.

b. In order to allow for seasonal fluctuations and variations in annual demands, San Gabriel will supply up to 425 acre-feet per fiscal year in excess of the quantity delivered by City to the B5 Treatment Facility ("Additional Water"). Additional Water will be produced from San Gabriel's wells and City shall pay San Gabriel for such water in accordance with Section 4 of this Agreement. If City requires more than 425 acre-feet of Additional Water in any fiscal year, then San Gabriel may, in its sole discretion, supply such water, or any portion thereof ("Emergency Water") to

City in accordance with and subject to the rates, terms, and conditions of the Emergency Service Agreement.

c. San Gabriel will deliver the water to City at the Service Connection at such pressure as may be available from time to time from the operation of its water system.

d. Water delivered to City pursuant to this Agreement is for use in City's water system only and shall not be delivered to any person, entity, or public water system for resale, exchange, or transfer without the written consent of San Gabriel.

3. Scheduling and Coordination of Operations

a. City, at no cost or expense to San Gabriel, will conduct or arrange to conduct regular sampling of the water produced at City's wells and to have such samples tested at state-certified testing laboratories acceptable to San Gabriel, with the laboratory reporting the results of such tests directly to San Gabriel. The water sampling will be conducted on a schedule, and testing will be for chemicals and other constituents, which San Gabriel deems necessary for the proper and normal operation of the B5 Treatment Facility.

b. City will bill the Cooperating Respondents for the costs of sampling and testing the water produced at City's wells.

c. The parties understand and agree that the operational requirements and limitations of the B5 Treatment Facility and the parties' respective water systems will require that representatives of the parties shall meet and confer, as necessary, to schedule and coordinate the operations of their respective water systems for the production, sampling, testing, treatment, and delivery of water as provided in this Agreement.

4. Accounting for Water Delivered to City

Water delivered to City pursuant to this Agreement shall be measured and recorded by a water meter with the capability of measuring the expected range of flow within a $\pm 5\%$ range of accuracy. San Gabriel will read the water meter at the Service Connection monthly.

A balancing account will be maintained to account for water deliveries whereby City will receive an equal amount of water (less an allowance for water loss through the

treatment process) in return for water pumped to the B5 Treatment Facility from City's San Fidel Well Field. To the extent possible, the parties will operate their respective systems and take deliveries in such a manner that there shall be no imbalance of deliveries on June 30 of each year.

If, on June 1, an imbalance of deliveries exists, the parties will endeavor to correct such imbalance by June 30 through additional water deliveries. If any such imbalance has not been eliminated by June 30, the party supplying the greater quantity during the fiscal year may request payment and shall be paid, in lieu of further water deliveries to correct such imbalance, by the other party as follows:

a. For Additional Water, City shall pay San Gabriel the cost City would have paid for power and chemicals for producing the same quantity of water. If San Gabriel's power and chemical costs for the Additional Water are greater than the payment due from the City, then San Gabriel shall bill the Cooperating Respondents for such difference. In addition, San Gabriel shall bill the Cooperating Respondents for all costs of boosting the Additional Water and the actual production well and booster pump station maintenance costs attributable to such water. If the Cooperating Respondents fail to pay San Gabriel for such costs, City shall pay San Gabriel all unpaid amounts within thirty (30) days after receipt of an invoice from San Gabriel. San Gabriel shall reimburse City for such City payments if San Gabriel later recovers the costs from the Cooperating Respondents. City shall also transfer to San Gabriel the water rights to pump such quantity of Additional Water or pay to San Gabriel the Main San Gabriel Basin Watermaster replacement water assessment for replenishment water attributable to that quantity. City shall also pay to San Gabriel any other assessment imposed by the Main San Gabriel Basin Watermaster attributable to the production of additional water.

b. For water produced by City from its San Fidel Well Field and delivered to the B5 Treatment Facility in excess of the quantity delivered by San Gabriel to City, San Gabriel shall pay to City the costs San Gabriel would have paid for power and chemicals for producing the same quantity of water. San Gabriel shall also transfer to City the water rights to pump such quantity of excess water or pay to City the Main San Gabriel Basin Watermaster replacement water assessment for replenishment water attributable to that quantity. San Gabriel shall also pay to City any other assessment imposed by the Main San Gabriel Basin Watermaster attributable to the production of additional water.

c. For Emergency Water, City shall pay San Gabriel at the quantity rate applicable under the Emergency Service Agreement.

5. Ownership and Maintenance of the Service Connection

San Gabriel shall own and maintain the Service Connection consisting of the service line from San Gabriel's facilities, the water meter, check valve, and all other facilities from its water system to the point of connection with City's facilities.

City shall be responsible for the cost of maintenance of all Service Connection facilities, including the water meter and utility vault. Such maintenance is to include periodic testing of the water meter. If the periodic testing of the water meter discloses that the water meter has not been measuring and recording within the $\pm 5\%$ range of accuracy, an appropriate adjustment will be made in the balancing account referred to in Section 4 of this Agreement.

San Gabriel will perform or arrange for all necessary maintenance on that portion of the Service Connection which it owns, and City shall reimburse San Gabriel for the cost thereof. City will pay San Gabriel for such costs within 15 days after receipt of an invoice from San Gabriel.

City shall own and maintain those facilities from the point of connection with the Service Connection to its water system.

6. Backflow Prevention; Pressure Reduction

City shall install a backflow prevention device, of a type and design acceptable to San Gabriel, on City's facilities on its side of the Service Connection and maintain the device in proper operating condition at its sole cost and expense.

City understands that the water pressure in San Gabriel's water system may be greater than that in City's water system, and as a result, it may be necessary for City to install and maintain pressure reduction equipment on its side of the Service Connection. If City determines that pressure reduction equipment is necessary, City shall be responsible for the installation and maintenance of such equipment on City's facilities at City's expense.

7. Force Majeure

If either party is rendered wholly or partly unable to perform its obligations under this Agreement despite its good-faith efforts to fulfill the obligations because of any occurrence beyond the control of the affected party ("Force Majeure"), then that party's performance shall be suspended for the duration of such Force Majeure to the extent such performance is affected by the Force Majeure. The affected party shall give the other party both

telephone and written notice of a Force Majeure as soon as practicable under the circumstances, ordinarily within 48 hours by telephone and within five (5) working days in writing. The suspension of performance shall be of no greater scope and duration than is required by the Force Majeure. The affected party shall use good-faith efforts to remedy its inability to perform and to mitigate the effects of the Force Majeure. Once the affected party is able to resume performance of its obligations under this Agreement, it shall promptly give the other party written notice to that effect.

8. Indemnification

A. From City to San Gabriel. City agrees to defend, indemnify and hold free and harmless, San Gabriel and its directors, officials, officers, agents, employees and contractors, as to any and all claims, liabilities, demands, actions, causes of action, penalties, obligations, costs or expenses, including reasonable attorney's fees, which San Gabriel and its directors, officials, officers, agents, employees and contractors may incur or suffer by reason of any claim by any person or persons, including those asserted by City or on behalf of City's customers, the public or other person or entity, which arise out of City's performance of its obligations under this Agreement or directly or indirectly relating to any water service furnished pursuant to this Agreement, including, without limitation, San Gabriel's active or passive negligence.

City shall owe no duty of indemnity, defense or otherwise, to San Gabriel as to any claim for property damage, personal injury or wrongful death which solely alleges a dangerous condition of San Gabriel owned, controlled or operated property.

In the event any claim is made for property damage, personal injury or wrongful death against both City and San Gabriel, except as provided above for claims as to water service furnished, City shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on its own property or the actions of its officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement, and San Gabriel shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on an alleged dangerous condition of its own facilities and property or the actions of its officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement.

City further agrees to be responsible for any damage to San Gabriel property which is proximately caused by the City.

B. From San Gabriel to City. San Gabriel agrees, except as provided in subsection 8.A. for claims as to water service furnished, to defend, indemnify and hold free and harmless, City and its elected officials, officers, servants and employees, as to any and all claims, liabilities, demands, actions, causes of action, penalties, obligations, costs or expenses claimed by any person or persons for property damage, injury or death to any person or persons, which arise out of the San Gabriel's performance of its obligations under this Agreement.

San Gabriel shall owe no duty of indemnity, defense or otherwise, to City as to any claim for property damage, personal injury or wrongful death which solely alleges a dangerous condition of City owned, controlled or operated property.

In the event any claim is made for property damage, personal injury or wrongful death against both City and San Gabriel, except as provided above for claims as to water service furnished, San Gabriel shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on its own property or the actions of its officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement, and City shall be responsible for its own defense, and all costs and liabilities as may be incurred, as to that portion of such claim which is based on an alleged dangerous condition of its own facilities and property or the actions of its officials, officers, agents, employees and contractors with respect to its performance of its obligations under this Agreement.

San Gabriel further agrees to be responsible for any damage to City property which is proximately caused by the actions of San Gabriel.

9. Term of Agreement

This Agreement shall become effective upon receipt by San Gabriel of all necessary permits and approvals, including, without limitation, California Department of Health Services permits, to operate the B5 Treatment Facility at its full design capacity and the commencement of delivery of water from the City's San Fidel Well Field to the B5 Treatment Facility. This Agreement shall remain in effect so long as the Cooperating Respondents are complying with and performing all of their obligations under the Project Agreement with respect to the B5 Treatment Facility. This Agreement shall terminate upon the termination of the Project Agreement.

10. Removal of the Service Connection

Upon termination of this Agreement, in addition to all other rights it may have, San Gabriel, at its sole discretion, may remove all or any part of the facilities comprising the Service Connection; and City agrees to pay San Gabriel's costs for such removal.

11. Laws, Regulations, Permits

City shall give all notices required by law and comply with all laws, ordinances, rules, and regulations. Any necessary or required permit or license, including, without limitation, Department of Health Services and National Pollution Discharge Elimination System permits, shall be secured, paid for, and complied with by City.

12. Non-Assignability

This Agreement and any right arising under or by virtue of this Agreement shall not be assigned or transferred by City without the prior written consent of San Gabriel. This Agreement shall not inure to the benefit of any successor, assignee, or transferee of City.

13. Notices

Written notice required to be given to either party shall be given by personal delivery or by certified mail addressed and delivered as set forth below. Other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth below:

San Gabriel Valley Water Company
11142 Garvey Avenue
Post Office Box 6010
El Monte, CA 91734-2010
ATTN: M. L. Whitehead, President

City of Industry
15651 East Stafford Street
Post Office Box 3366
City of Industry, CA 91744-0366
ATTN: City Manager

14. Attorney Fees

If either party to this Agreement brings suit to enforce or to recover for breach of any term, covenant, or condition contained herein, the prevailing party shall be entitled to attorney fees in addition to the amount of any judgment, recovery, and costs.

15. Entire Agreement: Modification

This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement, and except for the Emergency Service Agreement, it supersedes all prior agreements, written or oral, as to the subject matter of this Agreement.

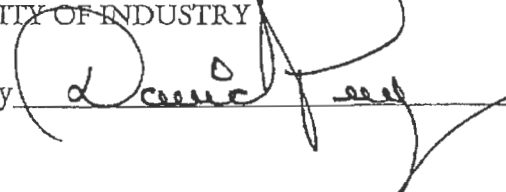
No waiver, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such waiver, modification, or amendment is sought. This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.


SAN GABRIEL VALLEY WATER COMPANY

By 
President

CITY OF INDUSTRY

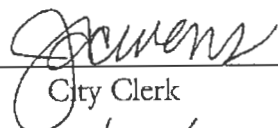
By 

ATTEST:

By 
Secretary

Date 4-24-03

ATTEST:

By 
City Clerk

Date 4/24/03

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4

Memo



To: Honorable President Radecki and Commission Board Members

From: Greg B. Galindo, General Manager

Date: April 20, 2017

Subject: Consideration to Purchase Water Meters from Ferguson Waterworks, to be installed at all Potable Water Use Sites at Industry Hills service area of the Industry Public Utilities Water System, in an amount not-to-exceed \$25,733.81

- Purpose - To purchase water meters to install at all potable water use sites in the Industry Hills service area of the Industry Public Utilities (IPU) Water System.
- Recommendation - Authorize the La Puente Valley County Water District's (District) General Manager to proceed with the purchase of meters from Ferguson Waterworks in the amount of \$25,733.81
- Fiscal Impact - The IPU Water Operations 2016-17 Fiscal Year Budget appropriates \$67,000 for meter installation in the Industry Hills potable water service area. The purchase of these meters is within the Budget appropriation.

Summary

The IPU Water System's Industry Hills water service area provides water to 47 potable water use sites, including the Pacific Palms Resort and the Industry Hills Expo Center. A list of the potable water use sites is enclosed for your reference. The usage of water in this area is currently metered through production meters located at Industry Hills Pumps Station No. 1, Industry Hills Pump Station No. 3 and the Industry Hills Reservoir Site. A summary of the water usage in the Industry Hills potable water service area, over the last three years, is also enclosed for your reference.

Some of the potable water use site connections have existing meters that are over 20 years old, which shall be replaced through this process with new radio read type meters. Most of these connections are 1" to 2" in size (largest connections being 6" for the hotel and 8" for the oil field site). The meters will be installed by District staff in accordance with the agreement between the City and the District for the operation and management of the City's potable water system. District staff has begun installing some meters within this service area, utilizing meters we have in stock. Our efforts to install the meters will be performed as time permits, but we expect to have them all installed by July 2017. District staff will coordinate with the users at each site to minimize any impact to water service.

In 2008, the City began replacing all of its water meters in the IPU water system with radio read meters manufactured by Neptune. The meter replacement program was completed in 2012. The Industry Hills potable water use sites were not included in the meter replacement program, since

the metering was achieved through production meters that supplied potable water to this service area and the water service and water use was paid for by one entity.

Enclosed is a quote from Ferguson Waterworks for the purchase of the remaining meters needed to complete the meter installations. Also, enclosed for your reference are the product data sheets and warranty statements for the meter products. Ferguson Waterworks is the sole local distributor of potable water meters manufactured by Neptune. Neptune meters are the standard meter used within the IPU water system. Once the meters are installed, District staff will begin tracking monthly meters reads and develop a plan to establish water service accounts for the newly metered sites.

Recommendation

Authorize the District's General Manager to proceed with the purchase of meters from Ferguson Waterworks in the amount of \$25,733.81, as detailed in the enclosed quote.

Fiscal Impact from Recommendation

The IPU Water Operations 2016-17 Fiscal Year (FY) Budget appropriates \$67,000 for Meter Installation in the Industry Hills service area. The purchase of these meters is within the Budget appropriation.

Respectfully Submitted,

Greg B. Galindo

General Manager

La Puente Valley County Water District

Enclosures

- List of Industry Hills Potable Water Use Sites
- Summary of Water Use within the Industry Hills Potable Water Service Area
- Quote from Ferguson Waterworks for the Purchase of Neptune Water Meters
- Product Data Sheets and Warranty Statements

INDUSTRY HILLS
POTABLE WATER USE SITES

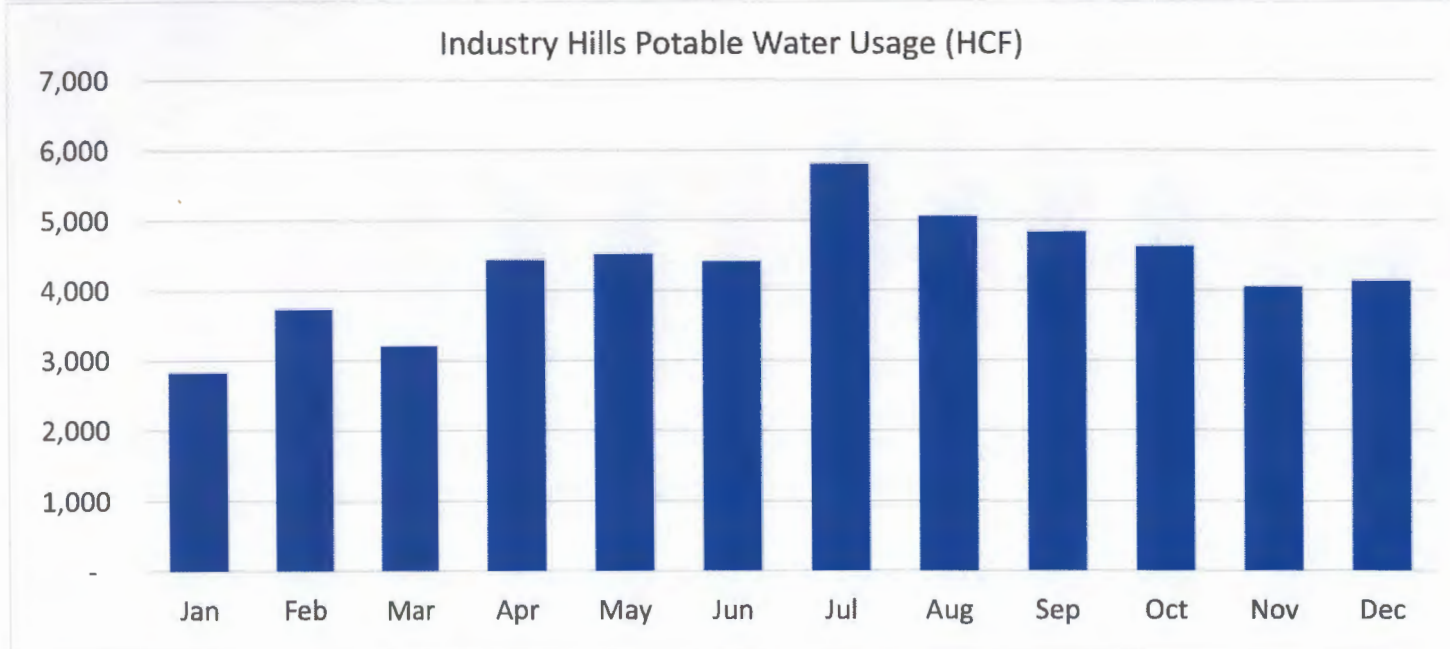
No.	Service Address	Location	Location Use	Connection Size
1	BUNKHOUSE, EXPO CENTER	NORTH SIDE OF BUILDING, AGAINST WALL	IPMHA	2"
2	CONDO'S A & B, EXPO CENTER	IN FRONT OF CONDO'S A & B	IPMHA	2"
3	CONDO C & D, EXPO CENTER	IN FRONT OF CONDO'S C & D	IPMHA	1"
4	16217 B.V. HANDORF LOOP ROAD	OUTSIDE OF NORTH GARAGE WALL	IPMHA	1"
5	16218 B.V. HANDORF LOOP ROAD	OUTSIDE OF EAST GARAGE WALL IN PLANTER	IPMHA	1"
6	16220 B.V. HANDORF LOOP ROAD	OUTSIDE OF WEST GARAGE WALL, INSIDE OF FENCE	IPMHA	1"
7	16224 B.V. HANDORF LOOP ROAD	OUTSIDE OF FRONT WEST WALL IN PLANTER AREA	IPMHA	1"
8	16227 B.V. HANDORF LOOP ROAD	EAST SIDE FRONT OF HOME NEAR DRIVEWAY, IN PLANTER AREA	IPMHA	1"
9	16229 B.V. HANDORF LOOP ROAD	WEST SIDE OF HOME IN PLANTER AREA	IPMHA	1"
10	16238 B.V. HANDORF LOOP ROAD	IN BACKYARD ON SOUTHSIDE GARAGE WALL	IPMHA	1"
11	16242 B.V. HANDORF LOOP ROAD	OUTSIDE OF SOUTH SIDE WALL OF HOME	IPMHA	1"
13	GUARD SHACK, EXPO CENTER MAIN GATE ENTRANCE	MAIN ENTRANCE TO EXPO CENTER, EAST SIDE OF BUILDING	CRIA	3/4"
12	EXPO CENTER OFFICE	SOUTH SIDE OF BUILDING	CRIA	2"
14	EXPO CENTER OFFICE	SOUTH SIDE OF BUILDING	CRIA	4"
15	BARN D, EXPO CENTER	SOUTH SIDE OF BARN D	CRIA	2"
16	BARN D, EXPO CENTER	SOUTH SIDE OF BARN D	CRIA	4"
17	BARN E, EXPO CENTER	SOUTH SIDE OF BARN E	CRIA	2"
18	BARN E, EXPO CENTER	SOUTH SIDE OF BARN E	CRIA	4"
19	BARN E, EXPO CENTER	EAST SIDE OF BUILDING	CRIA	2"
20	MANAGERS RESIDENCE, EXPO CENTER	NORTH SIDE OF GARAGE	CRIA	2"
21	PAVILION, EXPO CENTER	EAST SIDE OF BUILDING	CRIA	2"
22	PAVILION, EXPO CENTER, IRRIGATION	EAST SIDE OF BUILDING	CRIA	2"
23	SNACK SHOP, EXPO CENTER	SOUTHSIDE OF BUILDING	CRIA	2"
24	THE GRAND ARENA, EXPO CENTER	IN FRONT OF RESTAURANT BUILDING, WEST SIDE	CRIA	6"
25	RESTAURANT, EXPO CENTER	NORTH SIDE OF BUILDING, AGAINST WALL	CRIA	2"
26	RESTAURANT, EXPO CENTER	NORTH SIDE OF BUILDING, AGAINST WALL	CRIA	1 1/2"

INDUSTRY HILLS
POTABLE WATER USE SITES

No.	Service Address	Location	Location Use	Connection Size
27	THE GRAND PARKING LOT RV HOOK-UPS	EAST END OF PARKING LOT, TO THE RIGHT OF HOOK UPS	CRIA	2"
28	THE GRAND PARKING LOT WASH RACK	SOUTH EAST SIDE OF PARKING LOT	CRIA	1"
29	INDUSTRY HILLS EXPO CENTER, PAVILION PARKING AREA	NORTHWEST CORNER OF DIRT PARKING LOT FOR PAVILION	CRIA	8"
30	INDUSTRY HILLS EXPO CENTER, BUNKHOUSE TRAINING AREA	ACROSS FROM SOUTHSIDE OF BUNKHOUSE, NEXT TO WALL IN TRAINING AREA	CRIA	2"
31	GUARD SHACK, EXPO CENTER WEST GATE ENTRANCE	EXPO CENTER WEST GATE ENTRANCE	CRIA	3/4"
32	HANDORF LOOP ROAD - GARDEN AREA	ON B.V. HANDORF LOOP ROAD NEXT TO FIRE HYDRANT	IPMHA	1"
33	MAINTENANCE OFFICES, PACIFIC PALMS GOLF COURSES	TO THE RIGHT OF THE CHAINLINK ENTRANCE GATE	Pacific Palms	4"
34	EMERGENCY RECLAIMED WATER PUMP STATION	SOUTH WEST OF EISENHOWER HOLE #1, ON SERVICE ROAD	Pacific Palms	2"
35	SNACK BAR, GOLF COURSE CART RENTALS		Pacific Palms	1"
36	ST ANDREWS SNACK BAR	EAST SIDE OF BUILDING, NEXT TO SITTING AREA	Pacific Palms	2"
37	POOL, PACIFIC PALMS HOTEL	IN FRONT OF POOL ENTRANCE GATE, ACROSS WALKWAY IN PLANTER AREA	Pacific Palms	1 1/2"
38	POND, PACIFIC PALMS HOTEL	IN FRONT OF POOL ENTRANCE GATE, ACROSS WALKWAY IN PLANTER AREA	Pacific Palms	2"
39	DRIVING RANGE, PACIFIC PALMS GOLF COURSES	ABOVE RANGE ON ROAD IN PLANTER AREA, ACROSS FROM HOTEL ENTRANCE	Pacific Palms	2"
40	GOLF COURSE RESTROOMS AT HANDORF LOOP RD	REAR WALL OF RESTROOMS BUILDING	Pacific Palms	1"
41	GOLF COURSE RESTROOMS, HOLE #4 EISENHOWER	REAR OF BUILDING	Pacific Palms	1"
42	RESTROOMS ON 10TH TEE OF ZAHARIAS COURSE	EAST SIDE OF HOTEL LAUNDRY BUILDING IN PLANTER AREA	Pacific Palms	2"
43	RESTROOMS ON 13TH TEE OF ZAHARIAS COURSE	ON INDUSTRY HILLS PARKWAY SIDEWALK, BEHIND PUMP STATION #3	Pacific Palms	2"
44	GUARD SHACK, INDUSTRY HILLS PARKWAY ENTRANCE		Pacific Palms	1"
45	PACIFIC PALMS HOTEL	WEST OF EMPLOYEE ENTRANCE TO HOTEL, IN PLANTER AREA	Pacific Palms	6"
46	PACIFIC PALMS HOTEL	WEST OF EMPLOYEE ENTRANCE TO HOTEL, IN PLANTER AREA	Pacific Palms	6"
47	INDUSTRY HILLS, OIL WELL FIELD	ON INDUSTRY HILLS PARKWAY AT DRIVEWAY TO PUMP STATION #3, IN BRUSH	?	8"

Summary of Potable Water Usage in Industry Hills Service Area

Month	2014 (HCF)	2015 (HCF)	2016 (HCF)	Avg. (HCF)	Avg. (AF)
Jan	3,661	822	4,016	2,833	6.50
Feb	2,624	4,219	4,361	3,735	8.57
Mar	4,124	2,970	2,539	3,211	7.37
Apr	4,243	3,923	5,152	4,439	10.19
May	5,007	5,049	3,500	4,519	10.37
Jun	4,164	4,655	4,435	4,418	10.14
Jul	6,197	6,820	4,418	5,812	13.34
Aug	3,976	6,193	5,006	5,058	11.61
Sep	4,996	4,448	5,064	4,836	11.10
Oct	5,224	4,731	3,938	4,631	10.63
Nov	2,882	4,425	4,850	4,052	9.30
Dec	5,139	2,914	4,363	4,139	9.50
Total	52,237	51,169	51,642	51,683	118.64





Meter & Automation Group

20655 Western Avenue #108
 Torrance, CA 90501
 Phone: 424.271.2895
 Fax: 310.318.1843

Quotation # La Puente Valley CWD 02282017

Date: 2/28/2017

Ship to:

Vanessa Koyama
 La Puente Valley County WD
 112 N 1st St
 La Puente, CA 91744

Project: Meter Quote
 AMI Specialists: Adam Milauskas
 Valid Until: 90 days
 Terms: Net Thirty Days

Item	Quantity	Product or Service Description	Per Item	Extended
1	18	2" Neptune T-10 R900i Meter, CF	\$573.00	\$10,314.00
2	2	6" Neptune TruFlo Compound R900i Meter, CF	\$4,650.00	\$9,300.00
3	1	8" Neptune HP Turbine R900i meter, CF	\$3,995.00	\$3,995.00
4				
5				
6				
7				

Ship Date	Sub Total		\$23,609.00
3-4 weeks	Taxable Freight		
	Estimated Sales Tax	9.00%	\$2,124.81
	Freight		
	Total Investment		\$25,733.81



Meter & Automation Group

20655 Western Avenue #108
Torrance, CA 90501
Phone: 424.271.2895
Fax: 310.318.1843

Quotation # La Puente Valley CWD 02282017

Date: 2/28/2017

Prices quoted are for this project only and do not include sales or use taxes, if any. Quoted prices are based upon receipt of the total quantity for immediate shipment or shipments within thirty (30) days of a bid opening only, and are offered contingent upon the Buyer's acceptance of Seller's terms and conditions. Seller objects to all terms and conditions. Future shipments subject to price changes. Seller not responsible for delays caused beyond our control. Purchaser's sole warranties, if any, are those provided by the manufacturer. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. All returns are subject to Ferguson and/or Manufactures return policy and maybe subject to a restocking fee. Complete terms and conditions are available upon request or can be view at www.ferguson.com/sales-terms.html

ARB® UTILITY MANAGEMENT SYSTEMS™



T-10® METER

SIZES: 5/8", 3/4", and 1"

Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.



T-10® water meters are warranted for performance, materials, and workmanship.

CONSTRUCTION

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

WARRANTY

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

GUARANTEED SYSTEMS COMPATIBILITY

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, E-Coder® (ARB VII), E-Coder®)R900i™, E-Coder®)R450i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

KEY FEATURES

- Register
 - Magnetic drive, low torque registration ensures accuracy
 - Impact-resistant register
 - High-resolution, low-flow leak detection
 - Bayonet-style register mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face

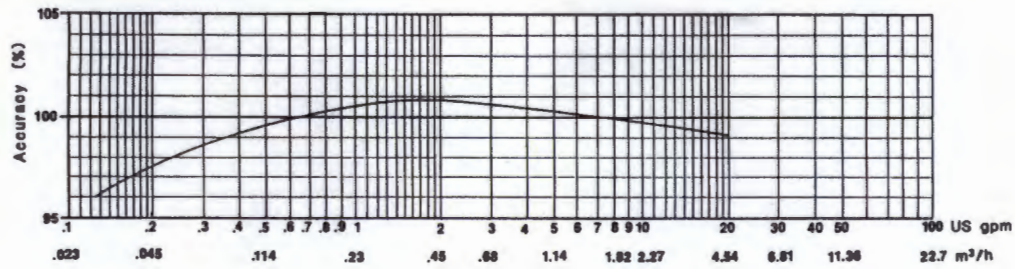
- Lead Free Maincase
 - Made from lead free, high-copper alloy
 - NSF/ANSI 372 certified and NSF/ANSI 61 compliant
 - Lifetime guarantee
 - Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
 - Lead free, high-copper alloy provides residual value vs. plastic or composite
 - Electrical grounding continuity

- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long-term accuracy
 - Floating chamber design is unaffected by meter position or in-line piping stresses

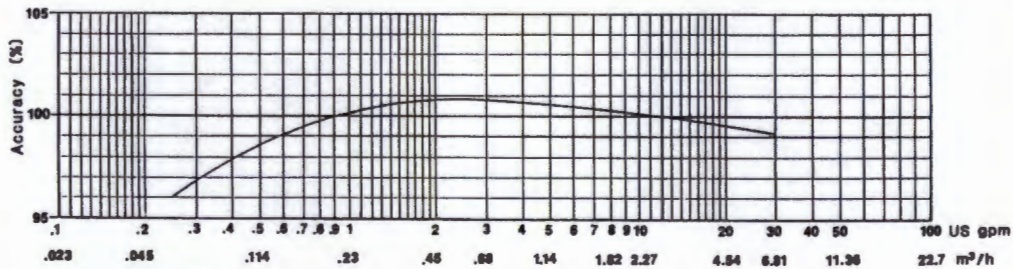
SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

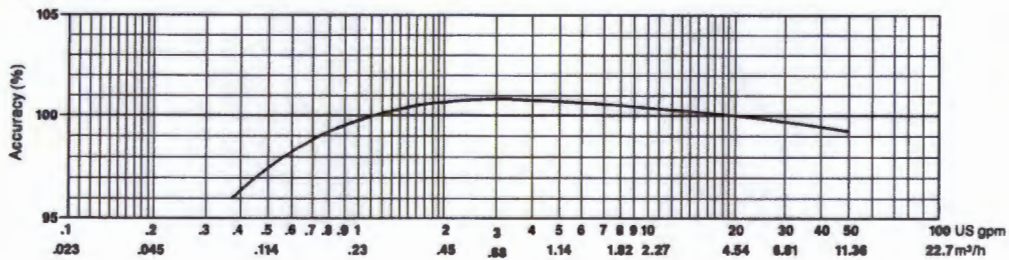
5/8" ACCURACY



3/4" ACCURACY



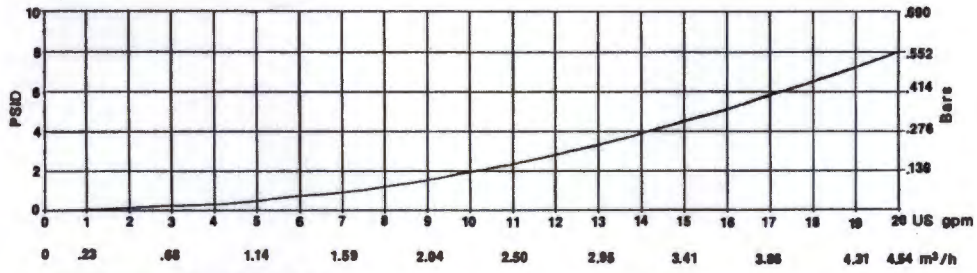
1" ACCURACY



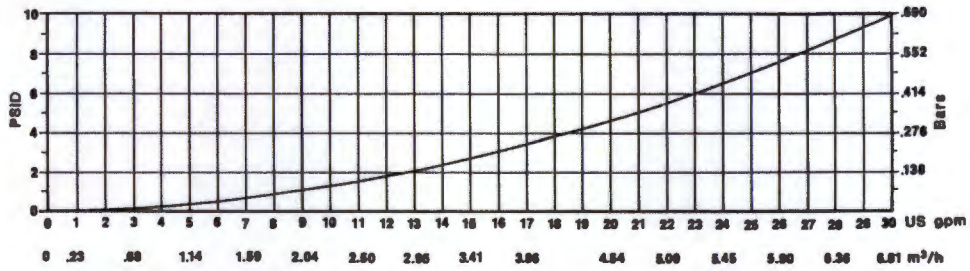
DIMENSIONS

Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C E-Coder®)R900/™ or E-Coder®)R450/™	D Threads per inch	D-OD in/mm	E in/mm	F in/mm	Weight lbs/kg
5/8"	7 1/2 191	3 5/8 92	4 3/8 111	5 1/4 133	5 1/4 133	14	1.03 26	1 1/2 38	2 1/2 64	3 1/4 1.4
5/8" x 3/4"	7 1/2 191	3 5/8 92	4 3/8 111	5 1/4 133	5 1/4 133	11 1/2	1.29 33	1 1/2 38	2 5/8 67	3 3/8 1.5
Pre 2011 5/8"	7 1/2 191	3 5/8 92	4 7/8 124	5 1/2 146	5 1/2 139	14	1.03 26	1 5/8 41	2 1/2 64	3 3/4 1.7
Pre 2011 5/8" x 3/4"	7 1/2 191	3 5/8 92	4 7/8 124	5 1/2 146	5 1/2 139	11 1/2	1.29 33	1 5/8 41	2 5/8 67	4 1.8
3/4"	9 229	4 3/8 111	5 1/2 140	6 1/4 159	6 1/4 159	11 1/2	1.29 33	1 7/8 48	2 5/8 67	6 2.7
3/4" SL	7 1/2 191	4 3/8 111	5 1/2 140	6 1/4 159	6 1/4 159	11 1/2	1.29 33	1 7/8 48	2 5/8 67	5 1/2 2.5
3/4" x 1"	9 229	4 3/8 111	5 1/2 140	6 1/4 159	6 1/4 159	11 1/2	1.62 41	1 7/8 48	2 3/4 70	6 1/2 2.9
1"	10 3/4 273	6 1/2 165	6 3/8 162	7 178	7 178	11 1/2	1.62 41	2 1/8 54	2 3/4 70	9 3/4 4.4
1" x 1 1/4"	10 3/4 273	6 1/2 165	6 3/8 162	7 178	7 178	11 1/2	1.86 47	2 1/8 54	2 13/16 71	10 1/4 4.6

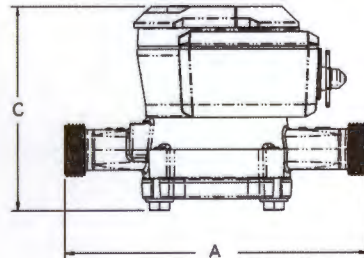
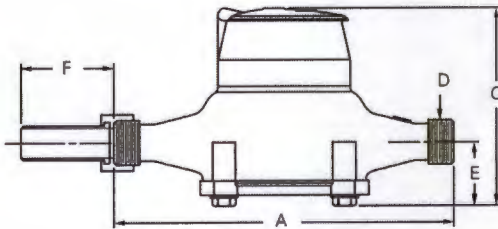
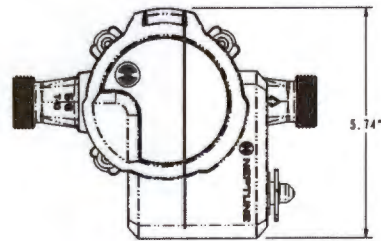
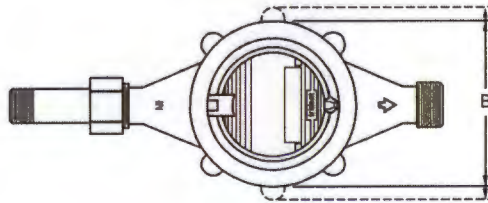
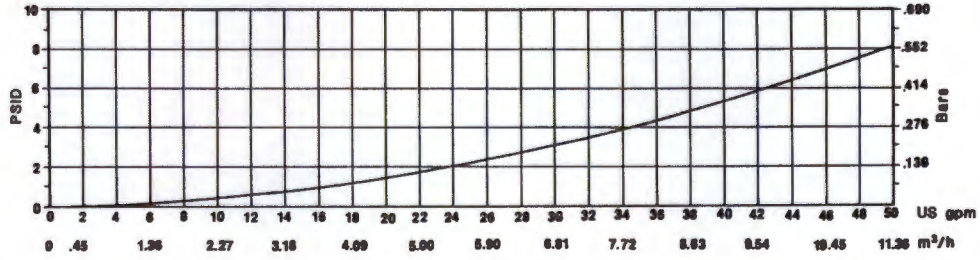
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS



1" PRESSURE LOSS



OPERATING CHARACTERISTICS:

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
½"	½ to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	¼ US gpm 0.03 m³/h
¾"	¾ to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	¼ US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	¾ US gpm 0.09 m³/h

REGISTRATION:

ProRead™ Registration (per sweep hand revolution)		
	½"	¾" & 1"
10 US Gallons	✓	✓
10 Imperial Gallons	✓	✓
1 Cubic Foot	✓	✓
0.1 Cubic Metre	✓	✓
0.01 Cubic Metre	✓	

Register Capacity ProRead & E-Coder®		
	½"	¾" & 1"
10,000,000 US Gallons	✓	✓
10,000,000 Imperial Gallons	✓	✓
1,000,000 Cubic Feet	✓	✓
100,000 Cubic Metres	✓	✓
10,000 Cubic Metres	✓	

E-Coder High Resolution (8-digit reading)		
	½"	¾" & 1"
0.1 US Gallons	✓	✓
0.1 Imperial Gallons	✓	✓
0.01 Cubic Feet	✓	✓
0.001 Cubic Metres	✓	✓

SPECIFICATIONS

- NSF/ANSI 372 certified and NSF/ANSI 61 compliant
- National Type Evaluation Program (NTEP) certification
- Application: Cold water measurement of flow in one direction in residential service applications
- Maximum operating water pressure: 150 psi (1034 kPa)
- Maximum operating water temperature: 80°F
- Measuring chamber: Nutating disc technology design made from proprietary synthetic polymer

OPTIONS

- Sizes:
 - ½", ¾" x ¾"
 - ¾", ¾" SL, ¾" x 1"
 - 1", 1" x 1 ¼"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: bronze box and cover (standard)
 - Remote reading: ProRead Encoder, E-Coder, E-Coder)R900i, E-Coder)R450i, TRICON/S, TRICON/E3
 - Reclaim
- Bottom caps:
 - Synthetic polymer (¾" only)
 - Cast iron
 - Lead free, high-copper alloy
- Connections:
 - Lead free, high-copper alloy, straight or bent
- Environmental conditions:
 - Operating temperature: +33° F to +149° F (0° C to +65° C)
 - Storage temperature: +33° F to +158° F (0° C to +70° C)

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503



neptunetg.com

ARB® UTILITY MANAGEMENT SYSTEMS™



TRU/FLO® COMPOUND METER

SIZES: 2" HP, 3", 4", 6", AND 6" X 8"

TRU/FLO® meters combine the low-flow sensitivity of a disc-type meter with the high-flow capacity of a turbine-type meter.



All TRU/FLO® Compound water meters meet or exceed the latest performance and accuracy requirements set by the AWWA C702, and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

APPLICATION

The TRU/FLO Compound water meter is designed to register wide flow ranges where varying flow rates are typical. TRU/FLO meters combine the low-flow sensitivity of a disc-type meter with the high-flow capacity of a turbine-type meter.

OPERATION

The hydraulic valve transfers flow smoothly between the disc section and turbine section of the meter, minimizing the loss of accuracy in the crossover range. The turbine measuring element registers high flows and the disc measuring element registers low flows, ensuring accurate measurement at all flow rates.

CONSTRUCTION

The TRU/FLO consists of a durable lead free, high-copper alloy maincase, Neptune High Performance (HP) or Trident® Turbine measuring element, Neptune T-10 chamber, and two magnetic-driven, roll-sealed registers.

The 6" x 8" TRU/FLO assembly consists of two 6" x 8" concentric reducers, a 6" Neptune strainer, and a 6" Neptune TRU/FLO Compound meter.

The lead free, high-copper maincase is corrosion-resistant, lightweight, and easy to handle.

A calibration vane allows field calibration of the UME to lengthen service life and to ensure accurate registration.

The two magnetic-driven, roll-sealed registers simplify the meter's design and reduce long-term maintenance by eliminating complicated combining drive mechanisms. For reading convenience, the registers can be mounted in any one of four positions on the meter.

WARRANTY

Neptune provides a limited warranty with respect to its TRU/FLO Compound water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components, or a factory-calibrated UME.

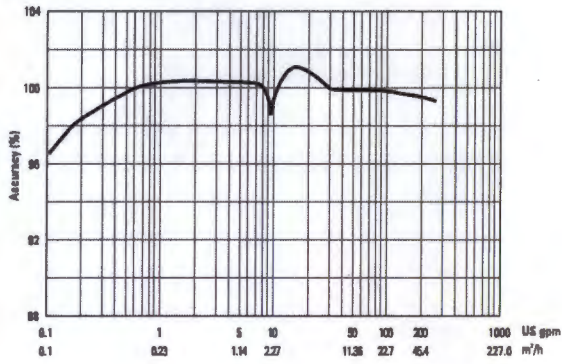
KEY FEATURES

- Minimum loss of accuracy in the crossover range increases revenue
- Spring-loaded valve eliminates need for frequent adjustment and service
- Combined turbine and disc measuring elements
 - Industry-leading flow ranges at 98.5%–101.5% accuracy ensure maximum revenue
 - Direct coupling of rotor to gear train ensures accurate registration
 - Unitized Measuring Element (UME) makes maintenance easier and faster with less downtime
 - Calibration vane allows in-line service to extend life and ensure accurate registration
- Compact maincase
 - Made from lead free, high-copper alloy
 - NSF/ANSI 372 certified and NSF/ANSI 61 compliant
 - Lifetime guarantee
 - Compact, lightweight design provides for easy installation and in-line serviceability

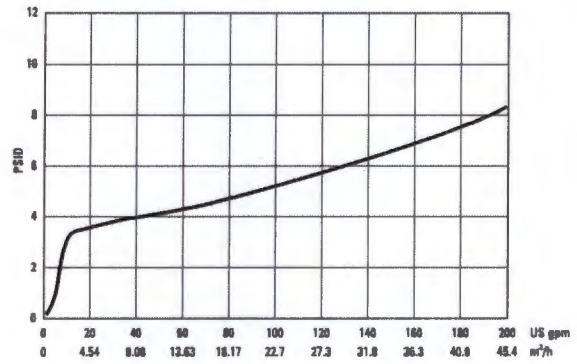
SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility.

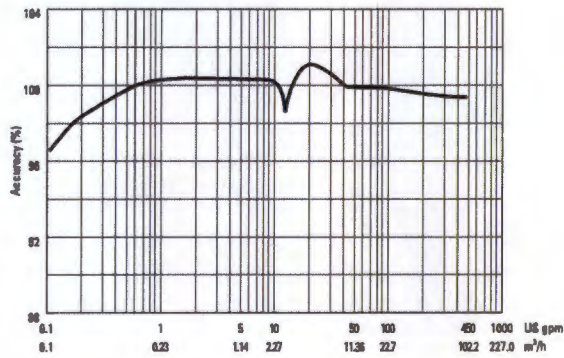
2" ACCURACY



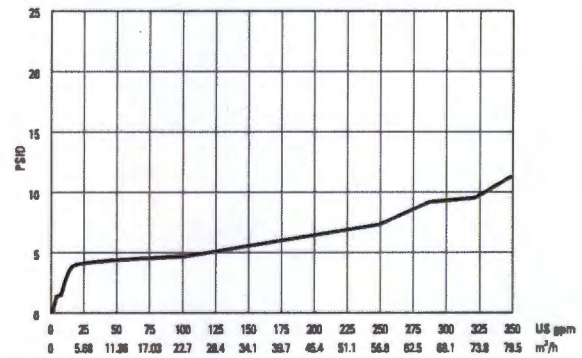
2" PRESSURE LOSS



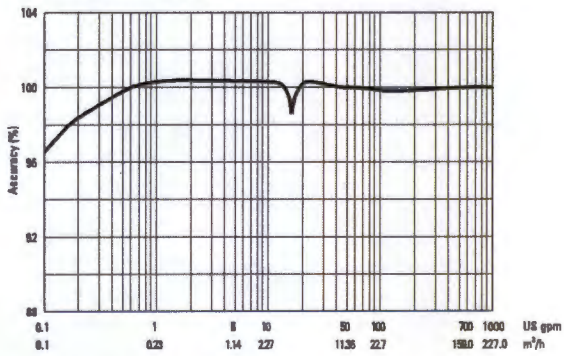
3" ACCURACY



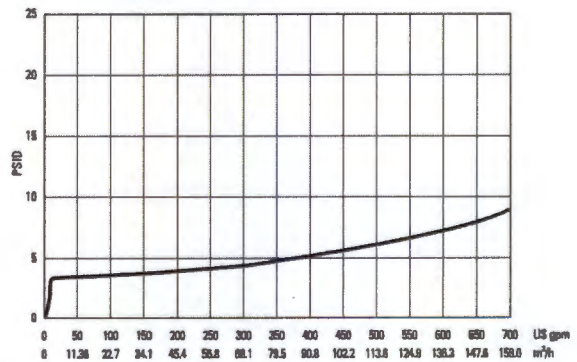
3" PRESSURE LOSS



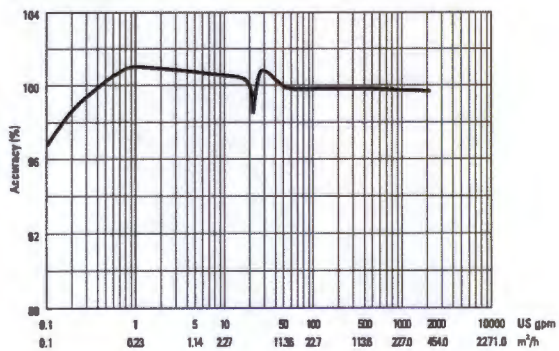
4" ACCURACY



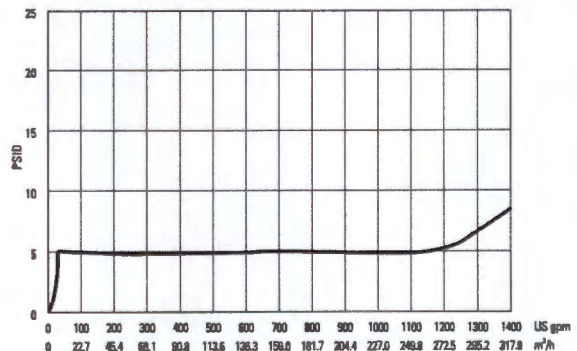
4" PRESSURE LOSS



6" ACCURACY



6" PRESSURE LOSS

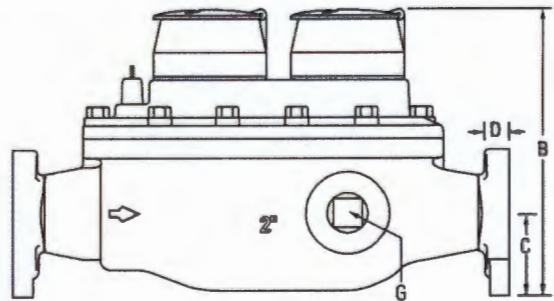
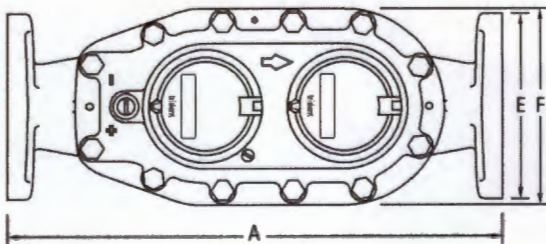


OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy ($\pm 1.5\%$)	AWWA Standard	Low Flow @ 95% Accuracy
2"	½ to 200 US gpm 0.11 to 45.4 m ³ /h	1 to 160 US gpm .227 to 36.34 m ³ /h	¼ US gpm 0.03 m ³ /h
3"	½ to 450 US gpm 0.11 to 102.2 m ³ /h	2 to 350 US gpm .454 to 79.5 m ³ /h	¼ US gpm 0.03 m ³ /h
4"	1 to 1000 US gpm 0.23 to 227.1 m ³ /h	3 to 600 US gpm .68 to 136.3 m ³ /h	½ US gpm 0.11 m ³ /h
6"	1 ½ to 2000 US gpm 0.34 to 454.2 m ³ /h	5 to 1350 US gpm 1.14 to 306.6 m ³ /h	¾ US gpm 0.17 m ³ /h
6" x 8"	1 ½ to 2000 US gpm 0.34 to 454.2 m ³ /h	16 to 1600 US gpm 3.63 to 363.4 m ³ /h	¾ US gpm 0.17 m ³ /h

DIMENSIONS

Meter Size	B				C in/mm	D in/mm	E in/mm	F in/mm	G in/mm	Flange Type	Weight lbs/kg
	A in/mm	E-Coder® in/mm	ProRead™ in/mm	E-Coder®) R900i™ in/mm							
2" HP	15 ¼ 387	9 ¾ 238	9 ¾ 243	9 ¾ 238	2 ½ 64	1 ¾ 21	5 ¼ 149	6 152	1 ½ NPT 38	2" Oval 150 lb	32 14.5
3"	17 432	11 ½ 292	11 ¾ 298	11 ½ 292	3 ¾ 95	¾ 16	7 ½ 191	8 ½ 216	1 ½ NPT 38	3" ANSI 150 lb	72 32.7
4"	20 508	13 ¾ 340	13 ¾ 345	13 ¾ 340	4 ½ 114	1 ½ 17	9 229	9 ¼ 232	2 NPT 51	4" ANSI 150 lb	100 45.4
6"	24 610	16 ¾ 416	16 ¾ 421	16 ¾ 416	5 ½ 140	1 25	11 279	12 ¾ 324	2 NPT 51	6" ANSI 150 lb	208 94.3
6" x 8"	55 ¾ 1407	16 ¾ 416	16 ¾ 421	16 ¾ 416	5 ½ 140	1 25	11 279	12 ¾ 232	2 NPT 51	8" ANSI 150 lb	460 208.50



GUARANTEED SYSTEMS COMPATIBILITY

All Neptune TRU/FLO Compound meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), E-Coder®, E-Coder®)R900i™, E-Coder®)R450i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

REGISTRATION

Registration (per sweep hand revolution)	Turbine Side		Disc Side
	2", 3", 4"	6", 6" x 8"	2", 3", 4", 6", 6" x 8"
1,000 US Gallons		✓	
1,000 Imperial Gallons		✓	
100 US Gallons	✓		
100 Imperial Gallons	✓		
100 Cubic Feet		✓	
10 US Gallons			✓
10 Imperial Gallons			✓
10 Cubic Feet	✓		
10 Cubic Metres		✓	
1 Cubic Foot			✓
1 Cubic Metre	✓		
0.1 Cubic Metre			✓

Register Capacity (6-wheel odometer)	Turbine Side		Disc Side
	2", 3", 4"	6", 6" x 8"	2", 3", 4", 6", 6" x 8"
1,000,000,000 US Gallons		✓	
1,000,000,000 Imperial Gallons		✓	
100,000,000 US Gallons	✓		
100,000,000 Imperial Gallons	✓		
100,000,000 Cubic Feet		✓	
10,000,000 US Gallons			✓
10,000,000 Imperial Gallons			✓
10,000,000 Cubic Feet	✓		
10,000,000 Cubic Metres		✓	
1,000,000 Cubic Feet			✓
1,000,000 Cubic Metres	✓		
100,000 Cubic Metres			✓

SPECIFICATIONS

- Application: cold water measurement of flow in one direction
- Maximum operating pressure: 150 psi (1034 kPa)
- Maximum operating temperature: 80°F
- Register: direct reading, center sweep, roll-sealed, magnetic drive with low-flow indicator
- Measuring element:
 - AWWA Class II Turbine, hydrodynamically balanced rotor
 - Nutating disc

OPTIONS

- Sizes: 2" HP, 3", 4", 6", and 6" x 8"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: bronze box and cover (standard)
 - Remote reading systems*: ProRead, E-Coder, E-Coder)R900i, E-Coder)R450i, TRICON/S, TRICON/E3
 - Reclaim
- Companion flanges:
 - 2", 3", 4" bronze or cast iron
 - 6", 6" x 8" cast iron
- Strainer: 2", 3", 4", 6" NSF/ANSI 372 and NSF/ANSI 61 lead free, high-copper alloy

* Consult factory for meter performance specifications when fitted with ARB.

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503



ARB® UTILITY MANAGEMENT SYSTEMS™



HIGH PERFORMANCE TURBINE METER

SIZES: 1½", 2", 3", 4", 6", 8", and 10"

High Performance Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.



CONSTRUCTION

HP Turbine water meters offer some of the widest flow ranges of any turbine meters on the market. All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

APPLICATION

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility.

KEY FEATURES

- Roll-Sealed Register
 - Magnetic drive, low-torque registration ensures accuracy
 - Impact-resistant register design with flat glass for readability
 - 1:1 ratio, low-flow indicator identifies leaks
 - Bayonet mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face

- Lead Free Maincase
 - Made from lead free, high-copper alloy
 - NSF/ANSI 61 and 372 certified
 - Compact design is lightweight and easy to handle
 - Sturdy, durable, corrosion-resistant
 - Resists internal pressure stresses and external damage
 - Residual value

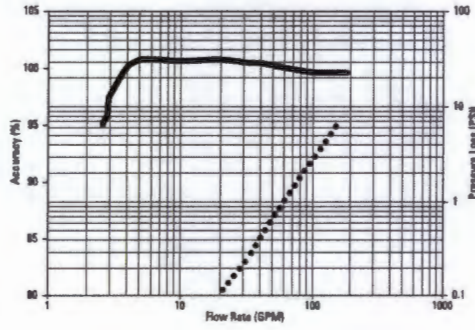
- Turbine Measuring Element
 - Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
 - Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
 - Interchangeable measuring element allows for in-line service
 - Hydrodynamically-balanced rotor
 - Reusable O-ring gasket on 3" - 10" sizes

WARRANTY

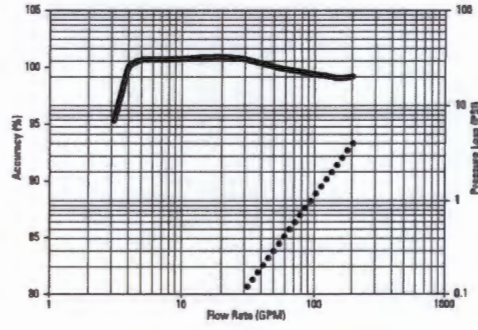
Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

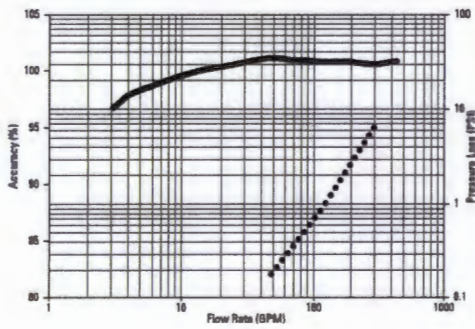
1½" ACCURACY



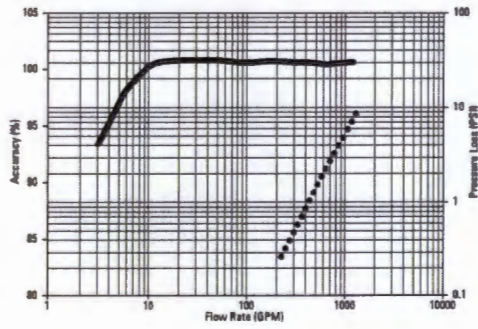
2" ACCURACY



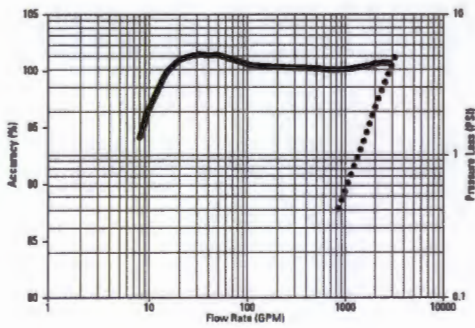
3" ACCURACY



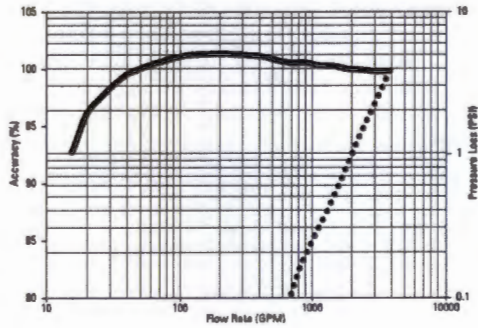
4" ACCURACY



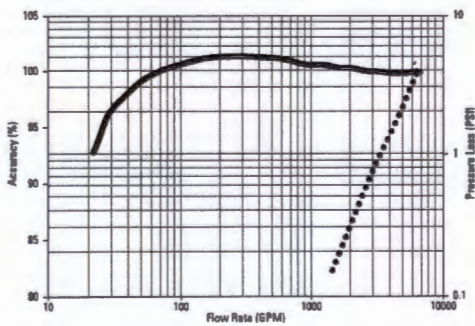
6" ACCURACY



8" ACCURACY



10" ACCURACY



— Accuracy
..... Head Loss

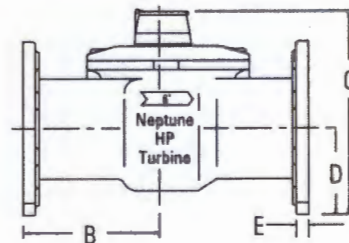
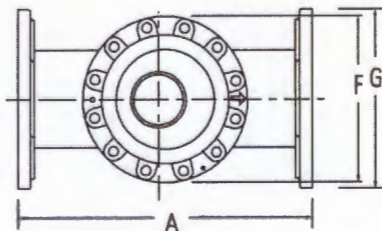
These charts show typical meter performance. Individual results may vary.

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy ($\pm 1.5\%$)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m ³ /h	200 US gpm 45.4 m ³ /h	4 to 120 US gpm 0.91 to 27.3 m ³ /h
2"	4 to 200 US gpm 0.91 to 45.4 m ³ /h	250 US gpm 56.8 m ³ /h	4 to 190 US gpm 0.91 to 43.2 m ³ /h
3"	5 to 450 US gpm 1.14 to 102.2 m ³ /h	560 US gpm 127.2 m ³ /h	8 to 435 US gpm 1.8 to 98.8 m ³ /h
4"	10 to 1200 US gpm 2.27 to 272.5 m ³ /h	1500 US gpm 340.7 m ³ /h	15 to 750 US gpm 3.4 to 170.3 m ³ /h
6"	20 to 2500 US gpm 4.55 to 567.8 m ³ /h	3100 US gpm 704.1 m ³ /h	30 to 1350 US gpm 6.8 to 306.6 m ³ /h
8"	35 to 4000 US gpm 7.95 to 908.5 m ³ /h	5000 US gpm 1135.6 m ³ /h	50 to 2800 US gpm 11.4 to 635.9 m ³ /h
10"	50 to 6500 US gpm 11.36 to 1476.3 m ³ /h	8000 US gpm 1817 m ³ /h	75 to 4200 US gpm 17.0 to 953.9 m ³ /h

DIMENSIONS

Meter Size	A	B	C-STD	C-ProRead™	C-E-Coder®R900™ and E-Coder®R450™	D	E	F	G	Weight
	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6½ (165)	7¼ (181)	7¾ (192)	7¾ (197)	1¾ (44)	¾ (19)	4½ (114)	5¾ (137)	19 (8.6)
2"	10 (254)	6½ (165)	7¾ (194)	8¼ (204.8)	8¼ (210)	2¼ (54)	1½ (21)	4½ (114)	5¾ (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10¾ (265.1)	10¾ (270)	3¼ (95)	5 (16)	6¼ (159)	7½ (191)	40 (18.1)
4"	14 (356)	6½ (165)	10¾ (276)	11¾ (287.3)	11½ (292)	4½ (114)	¾ (19)	8¼ (206)	9 (229)	52 (23.6)
6"	18 (457)	8¾ (219)	13 (330)	13¾ (341.3)	13¾ (346)	5½ (140)	1 (25)	10¼ (260)	11 (279)	115 (52.2)
8"	20 (508)	9¾ (244)	15½ (394)	15¾ (404.8)	16¼ (409)	6¼ (171)	1½ (29)	10¼ (260)	13½ (343)	195 (88.4)
10"	26 (660)	12¾ (321)	15½ (394)	15¾ (404.8)	16¼ (409)	8 (203)	1¼ (32)	10¼ (260)	16 (406)	275 (124.7)



GUARANTEED SYSTEMS COMPATIBILITY

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), E-Coder®)R900i™, E-Coder®)R450i™, E-Coder®, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

REGISTRATION

Registration (per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

SPECIFICATIONS

- Application: cold water measurement of flow in one direction
- Maximum operating pressure: 175 psi (1206 kPa)
- Maximum operating temperature: 80°F
- Register: direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator
- Measuring element: AWWA Class II Turbine, hydrodynamically-balanced rotor

OPTIONS

- Sizes: 1½", 2", 3", 4", 6", 8", 10"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register Types:
 - Remote reading systems*: ARB V, ProRead, E-Coder)R900i, E-Coder)R450i, E-Coder, TRICON/S, TRICON/E3
 - Reclaim
- Companion flanges:
 - 1½" and 2" (oval): bronze
 - 3", 4", 6": bronze or cast iron
 - 8" and 10": cast iron
- Strainer:
 - 1½" - 6" NSF/ANSI 61 lead free high copper alloy
 - 1½" - 10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

* Consult factory for meter performance specifications when fitted with ARB.

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11580
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503



neptunetg.com

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

ARB® UTILITY
MANAGEMENT
SYSTEMS™

1. Terms of Limited Warranty.

With respect to its Neptune T-10, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

- (a) **Maincase.** The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.
- (b) **Frost Protection.** All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.
- (c) **Registers.** Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.
- (d) **Meter Accuracy for Neptune T-10.** Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.
- (e) **Meter Accuracy for HP Turbine and TRU/FLO.** The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
½ & ¾" x ¾"	¼ US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
¾"	¼ US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	¾ US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

W METER 09.11

 **NEPTUNE**
TECHNOLOGY GROUP INC.



2. Warranty Return.

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. Warranties are exclusive.

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. Damages limited to costs of replacement and repair.

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. Warranties are inapplicable under certain conditions.

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

ProRead™/E-Coder® Encoder Warranty Statement



Products Covered

This warranty shall apply to both the ProRead Absolute Encoder and E-Coder Solid State Absolute Encoder Registers, hereinafter referred to as "Product," sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer," and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to Encoder quick install guide). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED. INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



Encoder Compatibility Guarantee

ARB® UTILITY
MANAGEMENT
SYSTEMS™

Automatic Reading and Billing (ARB®) System (ARB V, ProRead™, and E-Coder®)

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

GUARANTEE OF COMPATIBILITY

The Pocket ProReader RF, Advantage Probe, R900®, E-Coder|R900i™, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading, or Neptune will pay the difference at the rate currently in force.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-Coder where the R900 reads the E-Coder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-Coder|R900i where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update. If the electronic reading on the handheld device is less than the odometer reading, Neptune will pay the difference at the rate currently in force.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-Coder|R900i, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallahassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

W ENCODER 08.09



E-Coder®)R900i™ Warranty Statement



I. Warranty Effective Date

This warranty will be effective for any E-Coder®)R900i™ that has shipped since product introduction.

II. E-Coder)R900i

Neptune Technology Group Inc. warrants that the E-Coder)R900i (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-Coder)R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-Coder)R900i free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

III. Warranties are inapplicable under certain conditions.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; was converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-Coder)R900i Installation and Maintenance Guide). This warranty does not apply to any E-Coder)R900i that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the E-Coder)R900i register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-Coder)R900i IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900i. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900i ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-Coder)R900i AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL.

Year of Failure	E-Coder®)R900i™ Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-Coder)R900i registers are warranted for one (1) year after date of shipment or balance of original E-Coder)R900i warranty, whichever is greater.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.5

Memo



To: Honorable President Radecki and Commission Board Members
From: Greg B. Galindo, General Manager
Date: April 20, 2017
Subject: Consideration of the purchase of Neptune Radio Read Meter Data Collector Units to assist with early identification of customer leaks, and/or excessive usage in between the meter reading period, in an amount not-to-exceed \$22,890.00

Purpose - Purchase of Neptune radio read meter data collector units to assist with early identification of customer leaks and/or excessive usage in between the bi-monthly meter reading period.

Recommendation - Authorize the La Puente Valley County Water District's General Manager to purchase two Neptune radio read meter data collector units from Ferguson Waterworks for a price of \$22,890.

Fiscal Impact - The IPU Water Operations 2016-17 Fiscal Year Budget appropriates \$35,000 for meter read collection equipment. The proposed purchase of two radio read meter data collectors and the anticipated installation costs will be within the 2016-17 FY Budget appropriation.

Summary

Beginning in 2008, the IPU Water Operations initiated a multi-year meter replacement program that was completed in 2012. The existing meters at the time were either retrofitted or replaced with Neptune radio read type meter registers that allowed staff to utilize a hand-held device to collect the meter reads via radio as they drove the meter reading route. This technology is referred to as automated meter reading (AMR). This greatly reduced the time to complete meter reading and also improved meter reading accuracy.

In 2010, as a pilot program, the District purchased a radio read collection unit (Gateway V.1 Collector) and installed it at its Main Street Reservoir Site. The collection unit was able to collect hourly reads from approximately 450 meters within the District's service area, without needing to drive by these meters. This meter read information was transmitted back to computer equipment at the District's main office and allowed staff to identify customers with leaks and/or excessive usage in between the bi-monthly meter reading period. This type of system is referred to as an advanced metering infrastructure (AMI) system. Although this data was useful, it was difficult to navigate the software and to produce useful reports.

Since that time, there has been advances in Neptune's meter read collection technology and the software system as well. Staff requested and received a demonstration by Neptune on the new meter read collection unit (Gateway V.4 Collector) and software system to identify what improvements had been made. The Neptune collectors are the only collectors able to read the existing Neptune radio read meters. District staff is certain that the new meter read collection units are capable of collecting at least twice the amount

of meter reads than the first version collectors and will have the ability to read 80% to 90% of all the meters in the City of Industry Waterworks System service area. The collectors are planned to be installed by District staff at the Lomitas Reservoir Site and the Proctor Yard. The goal is to improve customer leak detection, water use efficiency and the level of service to the Customers within the system.

Our District is also purchasing the same type of collection system for its water service area. Our District will be upgrading its meter read software system to accommodate the new collection system. This software will also be utilize to support the City's meter read collection system. The expense of the software and its annual maintenance will be shared by the District and the City's Water Operations. Implementation of this program for both systems is planned to be accomplished simultaneously. To this end, the District has requested and received a quote for two Neptune collectors from Ferguson Waterworks. Ferguson Waterworks is the sole local distributor of Neptune products. This quote, along with the product data sheet and warranty statement are attached for your reference.

Fiscal Impact

The IPU Water Operations 2016-17 Fiscal Year Budget appropriates \$35,000 for meter read collection equipment. The proposed purchase of two Neptune radio read meter data collectors and the installation costs will be within the 2016-17 FY Budget appropriation.

Recommendation

Authorize the District's General Manager to purchase two Neptune radio read meter data collector units from Ferguson Waterworks for a price of \$22,890.

Respectfully Submitted,

Greg B. Galindo

General Manager

Enclosure

- Quote from Ferguson Waterworks for two Neptune radio read meter data collector units
- Neptune R900 Gateway v4 product sheet and warranty ststatement



Meter & Automation Group

20655 Western Avenue #108
 Torrance, CA 90501
 Phone: 424.271.2895
 Fax: 310.318.1843

Quotation # La Puente Valley 03222016B

Date: 3/22/2017

Ship to:

Greg Galindo
 La Puente Valley County WD
 112 N 1st St
 La Puente, CA 91744

Project: City of Industry Gateway Quote
 AMI Specialists: Adam Milauskas
 Valid Until: 6/30/2017
 Terms: Net Thirty Days

Item	Quantity	Product or Service Description	Per Item	Extended
1	2	Neptune Powered V4 Gateway Collector w/Cellular Modem (Uninterruptable Power Supply, Omni Antenna, Antenna mounting bracket included) *Coax cable and connectors not included	\$10,500.00	\$21,000.00
2				
3				
4				
5				
6				
7				

	Sub Total		\$21,000.00
	Taxable Freight		
Ship Date 3-4 weeks	Estimated Sales Tax	9.00%	\$1,890.00
	Freight		
	Total Investment		\$22,890.00



Meter & Automation Group

20655 Western Avenue #108
Torrance, CA 90501
Phone: 424.271.2895
Fax: 310.318.1843

Quotation # La Puente Valley 03222016B

Date: 3/22/2017

Prices quoted are for this project only and do not include sales or use taxes, if any. Quoted prices are based upon receipt of the total quantity for immediate shipment or shipments within thirty (30) days of a bid opening only, and are offered contingent upon the Buyer's acceptance of Seller's terms and conditions. Seller objects to all terms and conditions. Future shipments subject to price changes. Seller not responsible for delays caused beyond our control. Purchaser's sole warranties, if any, are those provided by the manufacturer. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. All returns are subject to Ferguson and/or Manufactures return policy and maybe subject to a restocking fee. Complete terms and conditions are available upon request or can be view at www.ferguson.com/sales-terms.html



R900® GATEWAY v4

FIXED NETWORK DATA COLLECTOR



STREAMLINE MEASUREMENT AND BOOST EFFICIENCY

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune’s ARB® Utility Management Systems™, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-Coder®- equipped meters. The R900 Gateway’s software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

MIGRATE BACKWARD AND FORWARD WITH TOTAL CONFIDENCE

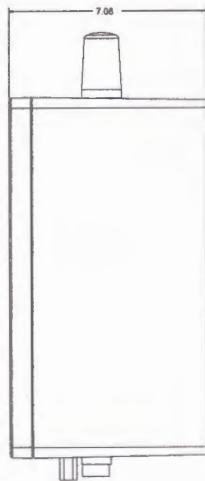
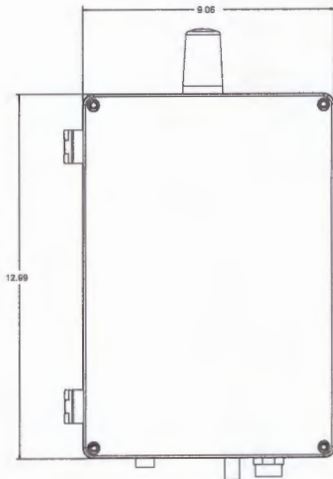
Get the most value from your current assets, both infrastructure and workforce, through Neptune systems that allow you to migrate at your own pace from walk-by and mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with walk-by and mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System’s 1-watt fixed network message from endpoints, reducing infrastructure costs.

KEY BENEFITS

- Facilitates Migration to AMI
 - Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
 - Migrate at your own pace – your system can be read by any combination of walk-by, mobile, and fixed that you choose
 - No reprogramming of endpoints required to migrate to fixed network reading
- Simple Access to Powerful Data
 - On-demand read capability – obtain a reading whenever you need it
 - Daily leak, reverse flow, and days of no flow alerts from E-Coder-equipped meters
- Improves Meter Reading Efficiency
 - Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
 - Optimal performance in high-density R900 environments – capable of 360 readings per second
- No Stranded Assets
 - Maintains compatibility with existing R900s deployed
 - Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

RESOLVE CUSTOMER ISSUES PROACTIVELY WITH DETAILED DATA

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.



SPECIFICATIONS

- Receiver
 - 910-920 MHz
 - 50 channels
 - Processes 8 readings simultaneously
 - Processes 360 readings per second
 - Capable of handling up to 25,000 R900s
- Installation Options
 - Rooftop
 - Pole (2" – 16" diameter)
 - Wall
 - Water towers
 - Street lights
- Power Supplies
 - 100-140 VAC
 - 150W Solar
 - 220W Solar
- Battery Backup
 - AC version – UPS provides 8 hours battery backup
 - Solar version – 3-day backup battery
- Backhaul Options
 - Multi-carrier cellular modem
 - EVDO Rev A (CDMA)
 - 1xEVDO Rev 0 (CDMA)
 - 1xRTT (CDMA)
 - UMTS/HSPA (GSM)
 - EDGE/GPRS (GSM)
 - Ethernet
 - Private LAN compatibility via Ethernet connection
- Environmental
 - NEMA 4X enclosure
 - Operating temperature: -22°F to +140°F (-30°C to +60°C)
 - Storage temperature: -40°F to +158°F (-40°C to +85°C)
 - 0-95% non-condensing humidity

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Ejército Nacional No. 418
Piso 12, Desp. 1201-1202
Col. Chapultepec Morales
Delegación Miguel Hidalgo
11570 México, Distrito Federal
Tel: (525) 55203 5294 / (525) 55203 5708
Fax: (525) 55203 6503



R900® Gateway Warranty Statement



Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive



Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB[®] | UTILITY
MANAGEMENT
SYSTEMS[™]

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.6

Memo



To: Honorable President Radecki and Commission Board Members
 Cc: La Puente Valley County Water District Board of Directors
 From: Greg B. Galindo, General Manager
 Date: April 20, 2017
 Re: Industry Public Utilities Water Operations Quarterly Report (January 2017 – March 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 3rd 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

- Baldwin Park Operable Unit (BPOU) Project Agreement Extension – The Parties to the BPOU Agreement have finalizing the negotiations on the 2017 BPOU Project Agreement.
- 2016 Consumer Confidence Report – Staff has begun work on the 2016 CCR, which is required to be published before July of this year. CV Strategies will be assisting staff in this effort.
- CIWS FY 2017-18 Proposed Budget – Staff submitted the proposed FY2017-18 CIWS Budget to the City for consideration on April 7, 2017.
- 2016-17 Fiscal Year Budget – A draft report of Revenue and Expenses as of March 31, 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 3rd 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'	120'	136'	-16	1,110

- Production Summary – The production for the 3rd quarter of fiscal year 2016-17, to meet the needs of the CIWS, was 231.42 AF. The 2016-17 fiscal year production report and related graph are provided as *Attachment 4*.
- 2016 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 14.8%.

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%
Totals	271.57	231.42	-40.15	-14.78%

Production data shown in acre feet (AF)

- 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 March 31, 2017 as *Attachment 5*.
- MSGB Groundwater Levels – On March 24, 2017, the Baldwin Park key well level was 182.8 feet asl. Watermaster’s latest report on hydrologic conditions is enclosed for your reference as *Attachment 6*.

Water Quality / Compliance

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 3rd 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.

Capital / Special Projects

- Update to the Water Master Plan – District staff is putting the final touches on the CIWS Master Plan and will submit a draft to City Staff by the end of April.

Personnel

- As of March 31, 2017, the District has 8 full time field employees, 5 full time office/administrative employees and 1 part time office employee. 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 3rd Quarter of 2016-17
2. Fund Disbursement List for 3rd Quarter of 2016-17
3. Summary of Field Activities for 3rd Quarter of 2016-17
4. Production Summary for 3rd Quarter of 2016-17
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 3rd Quarter of 2016-17
6. Main San Gabriel Basin Hydrologic Report for March 2017
7. Summary of Hourly Rates for District Staff for the 3rd Quarter of 2016-17

Attachment 1

Industry January 2017 Disbursements

Check #	Payee	Amount	Description
2416	Continental Utility Solutions Inc	\$ 2,885.30	Annual Maintenance & Tech Support
2417	Merritt's Hardware	\$ 238.18	Field Supplies
2418	Time Warner Cable	\$ 51.67	Telephone Service
2419	Underground Service Alert	\$ 24.00	Line Notifications
2420	C.E.G. Construction	\$ 66.00	Construction Meter Refund
2421	ACWA/JPIA	\$ 1,637.20	Worker's Comp Insurance
2422	County of LA Dept of Public Works	\$ 296.68	Permit Fee's
2423	County Sanitation Dists of LA County	\$ 16.19	Refuse Fee's
2424	Hach Company	\$ 292.54	Field Supplies
2425	Highroad IT	\$ 908.00	File Security, Antivirus Renewal & Tech Support
2426	InfoSend	\$ 686.08	Billing Expense
2427	La Puente Valley County Water District	\$ 45,176.80	Labor Costs December 2016
2428	The Gas Company	\$ 20.54	Gas Expense
2429	Time Warner Cable	\$ 261.78	Telephone Service
2430	Answering Service Care	\$ 147.20	Answering Service
2431	Cell Business Equipment	\$ 108.48	Office Expense
2432	Civiltec Engineering Inc	\$ 1,790.00	Master Plan Expense
2433	Dragon Fire Protection	\$ 295.60	Fire Hydrant Maintenance
2434	Ferguson Waterworks	\$ 378.95	14240 Don Julian Rd Project
2435	Industry Public Utility Commission	\$ 934.06	Industry Hills Power Expense
2436	Jack Henry & Associates	\$ 58.62	Web E-Check Fee's
2437	La Puente Valley County Water District	\$ 14,088.87	Reimbursement for Truck & Equipment Expenses
2438	MJM Communications & Fire	\$ 150.00	Security Monitoring
2439	Platinum Consulting Group	\$ 35.00	Administrative Support
2440	San Gabriel Valley Water Company	\$ 1,099.63	Purchased Water - Salt Lake
2441	SC Edison	\$ 7,388.57	Power Expense
2442	Staples	\$ 163.72	Office Supplies
2443	The Gas Company	\$ 16.27	Gas Expense
2444	Verizon Wireless	\$ 311.60	Cell Phone Service
2445	Weck Laboratories Inc	\$ 430.00	Water Sampling
Online	Home Depot Credit Services	\$ 191.35	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 96.23	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 60.76	Credit Card Machine Lease - Monthly
Total January 2017 Disbursements		\$ 80,305.87	

Industry February 2017 Disbursements

Check #	Payee	Amount	Description
2446	Airgas	\$ 32.62	Field Supplies
2447	Ferguson Waterworks	\$ 487.84	13936-38 Valley Blvd Project
2448	Highroad IT	\$ 268.00	Technical Support
2449	InfoSend	\$ 743.79	Billing Expense
2450	La Puente Valley County Water District	\$ 51,180.95	Labor Costs January 2017
2451	Merritt's Hardware	\$ 101.09	Field Supplies
2452	Resource Building Materials	\$ 59.92	Field Supplies - Concrete
2453	The Gas Company	\$ 15.80	Gas Expense
2454	Time Warner Cable	\$ 51.51	Telephone Service
2455	Time Warner Cable	\$ 261.33	Telephone Service
2456	Underground Service Alert	\$ 96.75	Line Notifications
2457	United Traffic Services & Supply	\$ 720.35	Safety Signs
2458	Customer Overpayment Refund	\$ 20.00	RIF I - Valley Blvd LLC
2460	Customer Overpayment Refund	\$ 4.60	Pensri Ongrungrong
2461	Answering Service Care	\$ 106.00	Answering Service
2462	Civiltec Engineering Inc	\$ 631.25	Master Plan Expense
2463	Continental Utility Solutions Inc	\$ 645.00	Annual Web Portal Hosting
2464	County of LA Dept of Public Works	\$ 123.74	Permit Fee's
2465	County Sanitation Dists of LA County	\$ 25.31	Refuse Fee's
2466	Grainger Inc	\$ 136.71	Safety Supplies
2467	Industry Public Utility Commission	\$ 1,061.81	Industry Hills Power Expense
2468	Jack Henry & Associates	\$ 40.87	Web E-Check Fee's
2469	Resource Building Materials	\$ 5.99	Field Supplies - Concrete
2470	S & J Supply Co Inc	\$ 12.82	Field Supplies
2471	San Gabriel Valley Water Company	\$ 1,087.72	Purchased Water - Salt Lake
2472	SC Edison	\$ 8,477.79	Power Expense
2473	Staples	\$ 121.51	Office Supplies
2474	Sunbelt Rentals	\$ 169.22	Equipment Rental & Concrete
2475	Target Specialty Products	\$ 182.91	Grounds Maintenance
2476	Weck Laboratories Inc	\$ 597.50	Water Sampling
2477	La Puente Valley County Water District	\$ 9,881.93	Inventory Reimbursement
2478	Spatial Wave	\$ 825.60	Field Mapping
Online	Home Depot	\$ 109.80	Field Supplies
Auto-deduct	Wells Fargo	\$ 66.52	Merchant Fee's
Auto-deduct	First Data Global Leasing	\$ 60.76	Credit Card Machine Lease
Total February 2017 Disbursements		\$ 78,415.31	

Industry March 2017 Disbursements

Check #	Payee	Amount	Description
2479	Airgas	\$ 42.42	Field Supplies
2480	Cell Business Equipment	\$ 46.13	Office Expense
2481	Ferguson Enterprises Inc	\$ 39.91	Field Supplies
2482	G. M. Sager Construction	\$ 1,792.80	Field Expense - Patch Work
2483	Highroad IT	\$ 268.00	Technical Support
2484	La Puente Valley County Water District	\$ 611.07	Web CC & Bank Fee's Reimbursed December 2016
2485	La Puente Valley County Water District	\$ 576.67	Web CC & Bank Fee's Reimbursed January 2017
2486	InfoSend	\$ 701.94	Billing Expense
2487	La Puente Valley County Water District	\$ 58,497.44	Labor Costs February 2017
2488	Merritt's Hardware	\$ 26.58	Field Supplies
2489	Platinum Consulting Group	\$ 378.75	Administrative Support
2490	Sunbelt Rentals	\$ 343.87	Equipment Rental & Concrete
2491	The Gas Company	\$ 14.30	Gas Expense
2492	Time Warner Cable	\$ 51.51	Telephone Service
2493	Time Warner Cable	\$ 261.33	Telephone Service
2494	Underground Service Alert	\$ 41.25	Line Notifications
2495	United Traffic Services & Supply	\$ 142.25	Safety Supplies
2496	Verizon Wireless	\$ 325.68	Cell Phone Service
2497	Vulcan Materials Company	\$ 388.76	Field Expense - Asphalt
2498	Customer Overpayment Refund	\$ 8.51	RIF I - Valley Blvd LLC
2499	Customer Overpayment Refund	\$ 20.00	Elandia Company Inc
2500	ACWA/JPIA	\$ 7,324.10	Property Insurance
2501	Answering Service Care	\$ 76.48	Answering Service
2502	Bill Wright's Paint	\$ 102.16	Field Supplies
2503	Jack Henry & Associates	\$ 43.37	Web E-Check Fee's
2504	La Puente Valley County Water District	\$ 647.67	Web CC & Bank Fee's Reimburse February 2017
2505	La Puente Valley County Water District	\$ 45,517.50	1st Quarter 2017 O&M Fee
2506	Lagerlof, Senecal, Gosney & Kruse	\$ 993.75	Attorney Fee's
2507	Peck Road Gravel	\$ 200.00	Asphalt & Concrete Disposal
2508	Sunbelt Rentals	\$ 384.87	Equipment Rental & Concrete
2509	The Gas Company	\$ 18.66	Gas Expense
2510	ACWA/JPIA	\$ 347.00	Excess Crime Insurance
2511	Bill Wright's Paint	\$ 92.43	Field Supplies
2512	Cell Business Equipment	\$ 59.33	Office Expense
2513	Citi Cards	\$ 1,024.95	Accounting Software Expense
2514	County of LA Dept of Public Works	\$ 1,002.00	Permit Fee's
2515	Downs Energy Inc	\$ 386.48	Booster Pump Maintenance
2516	Highroad IT	\$ 1,250.00	Security Software Maintenance
2517	Industry Public Utility Commission	\$ 164.90	Industry Hills Power Expense
2518	Peck Road Gravel	\$ 150.00	Asphalt & Concrete Disposal
2519	Platinum Consulting Group	\$ 52.50	Administrative Support

Industry March 2017 Disbursements - continued

Check #	Payee	Amount	Description
2520	San Gabriel Valley Water Company	\$ 993.96	Purchased Water - Salt Lake
2521	SC Edison	\$ 8,157.62	Power Expense
2522	Spatial Wave	\$ 430.00	Mapping Software Maintenance
2523	Staples	\$ 102.92	Office Supplies
2524	Verizon Wireless	\$ 310.05	Cell Phone Service
Online	Home Depot	\$ 271.54	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 60.96	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 60.76	Credit Card Machine Lease
Total March 2017 Disbursements		\$ 134,805.13	

Attachment 2

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses Summary
For the Period Ending March 31, 2017
(Unaudited)

DESCRIPTION	MARCH 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	% OF BUDGET	FY END 2015-2016
Total Operational Revenues	\$ 163,224	\$ 1,465,905	\$ 1,887,200	77.68%	\$ 1,863,369
Total Non-Operational Revenues	112	34,161	30,000	113.87%	65,772
TOTAL REVENUES	163,335	1,500,067	1,917,200	78.24%	1,929,141
Total Salaries & Benefits	65,132	455,173	622,700	73.10%	580,138
Total Supply & Treatment	1,449	104,583	732,500	14.28%	706,150
Total Other Operating Expenses	6,275	96,805	164,700	58.78%	169,752
Total General & Administrative	54,377	179,323	284,800	62.96%	274,256
Total Other & System Improvements	-	42,929	213,000	20.15%	162,682
TOTAL EXPENSES	127,232	878,812	2,017,700	43.56%	1,892,978
OPERATING INCOME	36,103	621,255	(100,500)	-618.16%	36,163
NET INCOME (LOSS)	\$ 36,103	\$ 621,255	\$ (100,500)	-618.16%	\$ 36,163

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

**Statement of Revenue and Expenses
For the Period Ending March 31, 2017
(Unaudited)**

DESCRIPTION	MARCH 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	% OF BUDGET	FY END 2015-2016
Operational Revenues					
Water Sales	\$ 90,766	\$ 924,544	\$ 1,180,000	78.35%	\$ 1,157,019
Service Charges	57,111	452,535	599,000	75.55%	598,233
Customer Charges	2,105	15,680	20,100	78.01%	20,361
Fire Service	13,242	73,147	88,100	83.03%	87,756
Miscellaneous Income	-	-	-	N/A	-
Total Operational Revenues	163,224	1,465,905	1,887,200	77.68%	1,863,369
Non-Operational Revenues					
Contamination Reimbursement	-	19,510	30,000	65.03%	35,789
Developer Fees	112	14,568	-	N/A	19,102
Miscellaneous Income	-	83	-	N/A	10,881
Total Non-Operational Revenues	112	34,161	30,000	113.87%	65,772
TOTAL REVENUES	163,335	1,500,067	1,917,200	78.24%	1,929,141
Salaries & Benefits					
Administrative Salaries	14,364	123,629	175,400	70.48%	168,089
Field Salaries	25,387	166,954	229,900	72.62%	205,882
Employee Benefits	15,604	102,722	137,500	74.71%	124,639
Pension Plan	5,495	36,513	46,700	78.19%	46,051
Payroll Taxes	2,821	20,781	26,600	78.12%	29,122
Workman's Compensation	1,462	4,574	6,600	69.30%	6,355
Total Salaries & Benefits	65,132	455,173	622,700	73.10%	580,138
Supply & Treatment					
Purchased Water - Leased	-	-	352,700	0.00%	496,961
Purchased Water - Other	994	9,440	14,400	65.55%	14,611
Power	-	81,737	126,700	64.51%	109,709
Assessments	-	11,030	75,100	14.69%	67,007
Treatment	-	-	6,600	0.00%	5,722
Well & Pump Maintenance	455	2,376	157,000	1.51%	12,140
Total Supply & Treatment	1,449	104,583	732,500	14.28%	706,150
Other Operating Expenses					
General Plant	1,042	3,839	10,300	37.27%	17,930
Transmission & Distribution	2,461	38,474	75,400	51.03%	53,479
Vehicles & Equipment	-	14,089	18,800	74.94%	34,708
Field Support & Other Expenses	2,449	21,150	23,400	90.38%	19,793
Regulatory Compliance	323	19,254	36,800	52.32%	43,842
Total Other Operating Expenses	6,275	96,805	164,700	58.78%	169,752

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending March 31, 2017

(Unaudited)

DESCRIPTION	MARCH 2017	FISCAL YTD 2016-2017	BUDGET FY 2016-2017	% OF BUDGET	FY END 2015-2016
General & Administrative					
Management Fee	45,518	134,768	182,500	73.85%	176,750
Office Expenses	2,864	12,221	20,500	59.61%	20,015
Insurance	2,927	12,004	25,300	47.45%	23,288
Professional Services	-	4,260	15,000	28.40%	14,480
Customer Accounts	854	11,440	15,000	76.27%	15,207
Public Outreach & Conservation	2,215	2,347	24,500	9.58%	22,260
Other Administrative Expenses	-	2,284	2,000	114.21%	2,257
Total General & Administrative	54,377	179,323	284,800	62.96%	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	-	9,380	9,000	104.22%	29,092
Other System Improvements (Materials)	-	223	-	N/A	78,428
FH Laterals	-	83	9,000	0.92%	8,359
Service Line Replacements	-	33,242	25,000	132.97%	36,953
Valve Replacements	-	-	30,000	0.00%	1,245
Plant Electrical System Improvements	-	-	20,000	0.00%	-
Meter Installations - Industry Hills	-	-	67,000	0.00%	-
Meter Read Collection System	-	-	35,000	0.00%	-
SCADA System Assessment & Upgrades	-	-	18,000	0.00%	-
Total Other & System Improvements	-	42,929	213,000	20.15%	162,682
TOTAL EXPENSES	127,232	878,812	2,017,700	43.56%	1,892,978
OPERATING INCOME	36,103	621,255	(100,500)	N/A	36,163

Attachment 3

CIWS MONTHLY ACTIVITIES REPORT FY 2016-2017

	July	August	September	October	November	December	January	February	March	April	May	June	2015/2016 FYTD
Water Quality Monitoring													
No. of Samples from Distribution System	55	34	24	29	33	28	30	27	27				287
Distribution Maintenance													
Repair/Replace Service Line J3,I4	2	7	4	2	2	0	3	4	1				25
Repair/Replace Main Line J8,I9	0	0	2	0	1	0	1	0	0				4
Replace Curb/Angle Stop J5,I6,I13	0	3	0	0	1	0	0	1	0				5
New Service Installations O	0	0	0	0	0	1	0	0	0				1
Install New Air Release or Blow Off 2	0	0	0	0	0	0	0	0	0				0
Concrete/Asphalt Patch Repairs - Staff Y1	1	4	1	0	1	1	1	4	1				14
Concrete/Asphalt Patch Repairs - Vendor	7	9	0	0	0	7	0	2	0				25
Reset Meter Box to Grade M2	0	1	0	0	0	0	1	0	0				2
Replace Slip Can/ Valve Lid Y2	0	0	0	0	0	1	0	0	2				3
Fire Hydrant Repairs/Replaced V,V1	0	0	0	2	0	1	0	0	0				3
Valves Exercised	0	0	0	0	0	0	0	0	4				4
Hydrants / Dead Ends Flushed	1	1	0	0	1	0	0	18	0				21
Meter Maintenance													
Replaced Register/Meter/Guts L,L2,L7,L8	5	1	5	11	2	4	9	2	10				49
Replace Meter Box/Lid L4,L5	0	0	1	0	1	2	0	5	2				13
Removed Meter G2	0	0	0	0	1	0	0	0	0				1
Repaired Meter Leaks J7,I10,I11	1	0	0	1	0	2	1	0	0				5
Customer Service													
Re-Reads for Billing D	0	0	1	0	0	0	0	0	1				2
Read for Open/Close C	3	4	8	6	2	0	0	2	7				32
Turn Off/Lock B,B1	7	9	8	4	5	7	7	9	14				70
Turn On A	20	11	13	4	13	12	13	11	16				113
Door Hangers - Miscellaneous I1,I2,I3,I4,I5	7	0	5	6	3	5	7	3	5				41
Door Hangers - Delinquents I	108	84	150	90	96	92	118	93	141				972
Door Hangers - Conservation IC2,IC3,I6,IC6	2	3	2	5	0	0	0	2	0				14
Shut Off - Non-Payment B3	26	14	22	8	16	16	13	16	24				155
Shut Off - Customer Emergency/Request B2	5	5	2	5	2	2	1	0	2				24
USA's - Underground Service Alerts Marked N1	2	7	6	1	6	2	4	2	3				33
Check for Creeping E	45	36	28	8	11	9	16	7	13				173
Check for Leak J	4	9	5	5	3	4	7	2	4				43
Check for High/Low Pressure 9,91	0	1	1	0	1	0	0	0	0				3
Check for Meter Tampering G	0	0	0	0	0	0	0	0	0				0
Check for Stopped Meter F	14	15	26	13	21	21	36	20	42				208
Misc - Other 12	1	4	0	1	2	1	0	3	8				20
Water Quality - Odor/Color/Taste 5,5,11	0	0	0	0	0	0	0	0	0				0
Fire Flow Test T	1	1	0	0	0	1	0	1	0				4
Safety Activities													
Safety Inspection of Facilities	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				9
Weekly Tailgate Safety Mtg	4	5	4	5	4	4	5	4	4				39

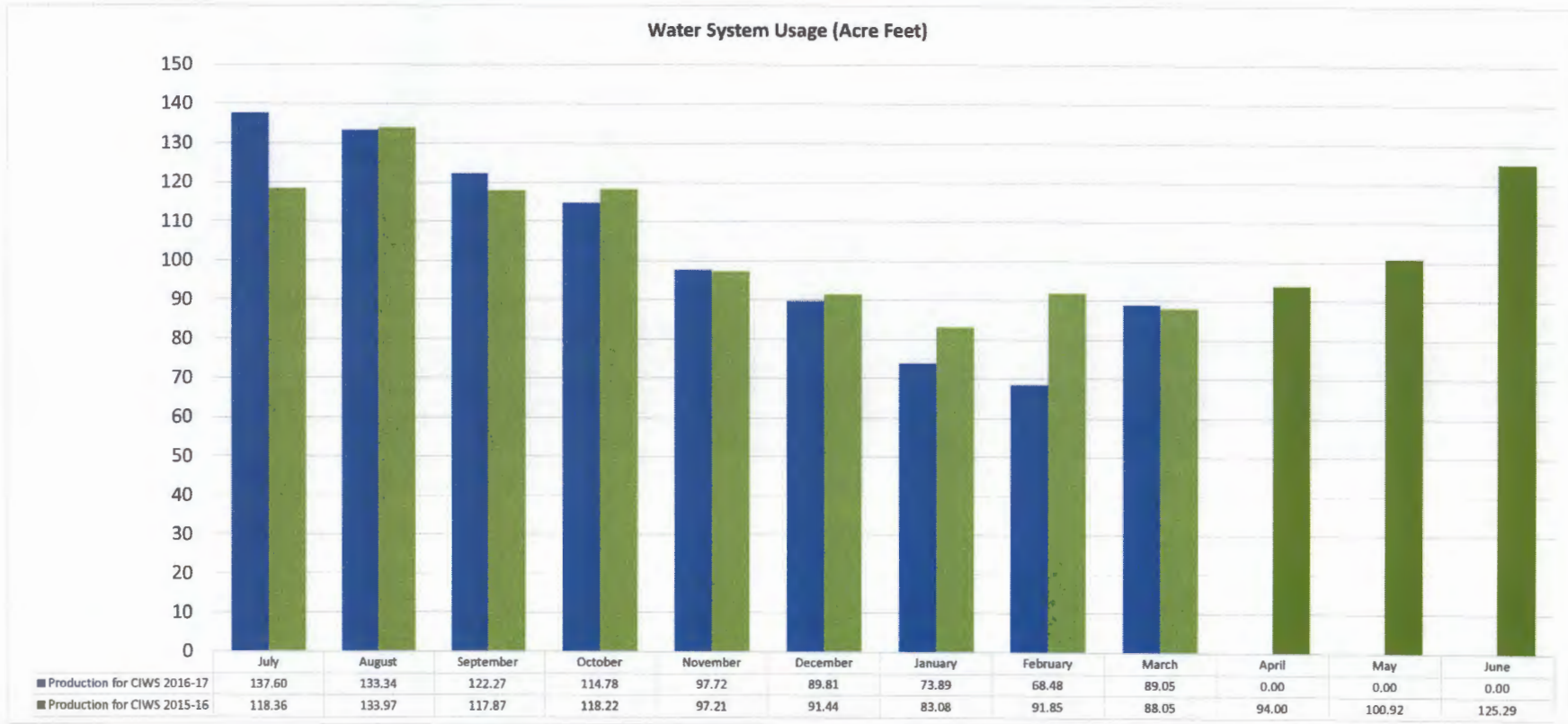
Attachment 4

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				1278.56	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				5.95	8.78
SGVWC Lomitas Ave	130.00	132.19	123.21	115.42	100.41	88.99	84.10	66.19	83.11				923.62	1244.60
SGVWC Workman Mill Rd	0.00	0.00	0.00	0.02	0.14	0.57	0.19	0.15	0.13				1.20	4.52
Interconnections from LPVCWD	9.87	13.63	1.06	0.95	0.01	1.10	1.31	3.73	7.60				39.26	109.72
Subtotal	140.41	146.44	124.97	117.22	101.25	91.39	86.22	70.60	91.53	0.00	0.00	0.00	970.03	1367.62
Interconnections to LPVCWD	2.81	13.10	2.70	2.44	3.53	1.58	12.33	2.12	2.48				43.09	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	0.00	0.00	0.00	926.94	1260.26
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	1260.26	1260.26

Industry Public Utilities - Water Operations



Attachment 5

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

Deliveries from LPVCWD to CIWS

Report for Third Quarter 16/17

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	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	13.16			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					0.00	96.26	86.25						0.00	54.42	25.67	0.00	150.68
Annual Total	10.01	0.00	0.00	0.00	96.26		86.25			28.75	0.00		54.42		25.67	150.68	150.68

Deliveries from CIWS to LPVCWD

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	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	5.68	0.64	0.00	10.87	37.13	8.29	18.67	129.99
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	44.68	14.21	7.55	137.54
16-17 QTR 3	6.65	0.00		0.00	6.65	99.51	81.64	5.42	0.73	3.80	0.31	0.00	10.27	54.95	20.65	16.92	154.46
16-17 QTR 4					0.00	99.51	85.06						0.00	54.95	26.26	0.00	154.46
Annual Total	14.45	0.00		0.00	99.51		85.06	10.17	3.58	13.54	1.38		54.95		26.26	154.46	154.46

Delivery Summary

Quarter	LPVCWD Total to CIWS	CIWS Total to LPVCWD	Difference	A			B		C			D		E
				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	18.67	-5.89	1.64	7.80	6.16	0.00	0.00	22.92	10.87	-12.05	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	16.92	4.77	6.32	6.65	0.33			5.83	10.27	4.44	0.00	0.00	0.00
16-17 QTR 4	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
Running Total	150.68	154.46	3.78	96.26	99.51	3.25			54.42	54.95	0.53			

Balance Owed by LP Overall **3.78** Balance Owed by LP in 488 **3.25** Balance Owed by LP in 775 **0.53**

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 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



APRIL 4, 2017

REPORT OF THE DISTRICT 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 February 24, 2017, the Baldwin Park Key Well groundwater elevation was 181.7 feet.
- On March 24, 2017, the Baldwin Park Key Well groundwater elevation was 182.8 feet, an increase of 0.3 feet from the prior week. The new historical low was 172.2 feet on September 30, 2016.
 - ❖ An increase of 1 foot from the prior month. About 5 feet higher than one year ago (represents about 40,000 acre-feet.) Includes about 135,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 17 feet of groundwater elevation at the Key Well.

✚ **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 are 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

Report of the District Engineer on Hydrologic Conditions – April 4, 2017 (continued)

- ❖ Total storage capacity is 83,478 acre-feet
- ❖ Combined storage as of March 28, 2017 was 55,232 acre-feet (about 66 percent of capacity).
- ❖ San Gabriel Reservoir inflow was 125 cfs and release was 65 cfs as of March 28, 2017.

- ❖ Morris Reservoir inflow was 69 cfs and release was 55 cfs as of March 28, 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.

🔧 **USG-3**

- 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)
 - ❖ Upper District did not make deliveries through USG-3 during February 2017
 - ❖ Three Valleys District did not make deliveries through USG-3 during February 2017

🔧 **San Gabriel Canyon Spreading Grounds**

- Upper District did not make deliveries to the San Gabriel Canyon Spreading Grounds during February 2017.
- San Gabriel District did not deliver to the San Gabriel Canyon Spreading Grounds during February 2017. San Gabriel District delivered 1,404 AF to the San Gabriel River and 48 acre-feet to the Big Dalton/Citrus Spreading Ground during February 2017.
- Three Valleys District did not make deliveries to the San Gabriel Canyon Spreading Grounds during February 2017.

🔧 **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)

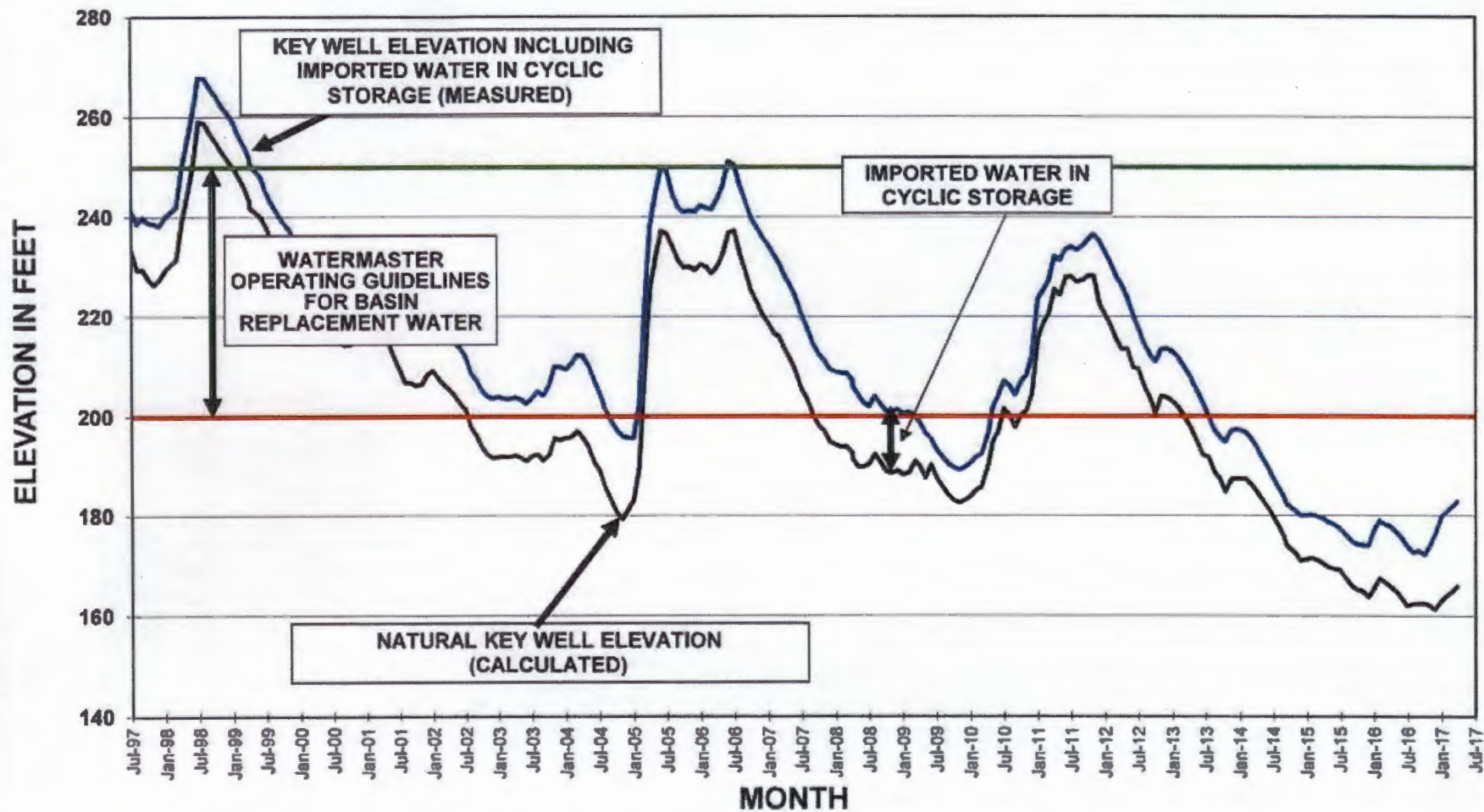
- Puddingstone Dam as of March 31, 2017
 - ❖ Average rainfall from July 1st through March 31st of each year is 16.10 inches
 - ❖ Rainfall during July 1, 2016 through March 31, 2017 is 20.43 inches, which is 127 percent of average
 - ❖ Rainfall last year (during July 1, 2015 through March 31, 2016) was 11.40 inches, which was 71 percent of average

Report of the District Engineer on Hydrologic Conditions – April 4, 2017 (continued)

- Los Angeles Civic Center as of March 31, 2017
 - ❖ Average rainfall from July 1st through March 31st of each year is 13.88 inches
 - ❖ Rainfall during July 1, 2016 through March 31, 2017 is 18.59 inches, which is 134 percent of average
 - ❖ Rainfall last year (during July 1, 2015 through March 31, 2016) was 9.36 inches, which was 67 percent of average

🚩 **Water Quality**

- Water systems are required by the Division of Drinking Water (DDW) to collect water quality data from source wells and provide the results to DDW staff pursuant to Title 22
 - ❖ During March 2017, 30 wells were sampled under Title 22
 - ❖ During February 2017, 52 wells were sampled under Title 22
 - ❖ During February 2017, Stetson Engineers Inc. received no public notice of wells shut down due to contamination



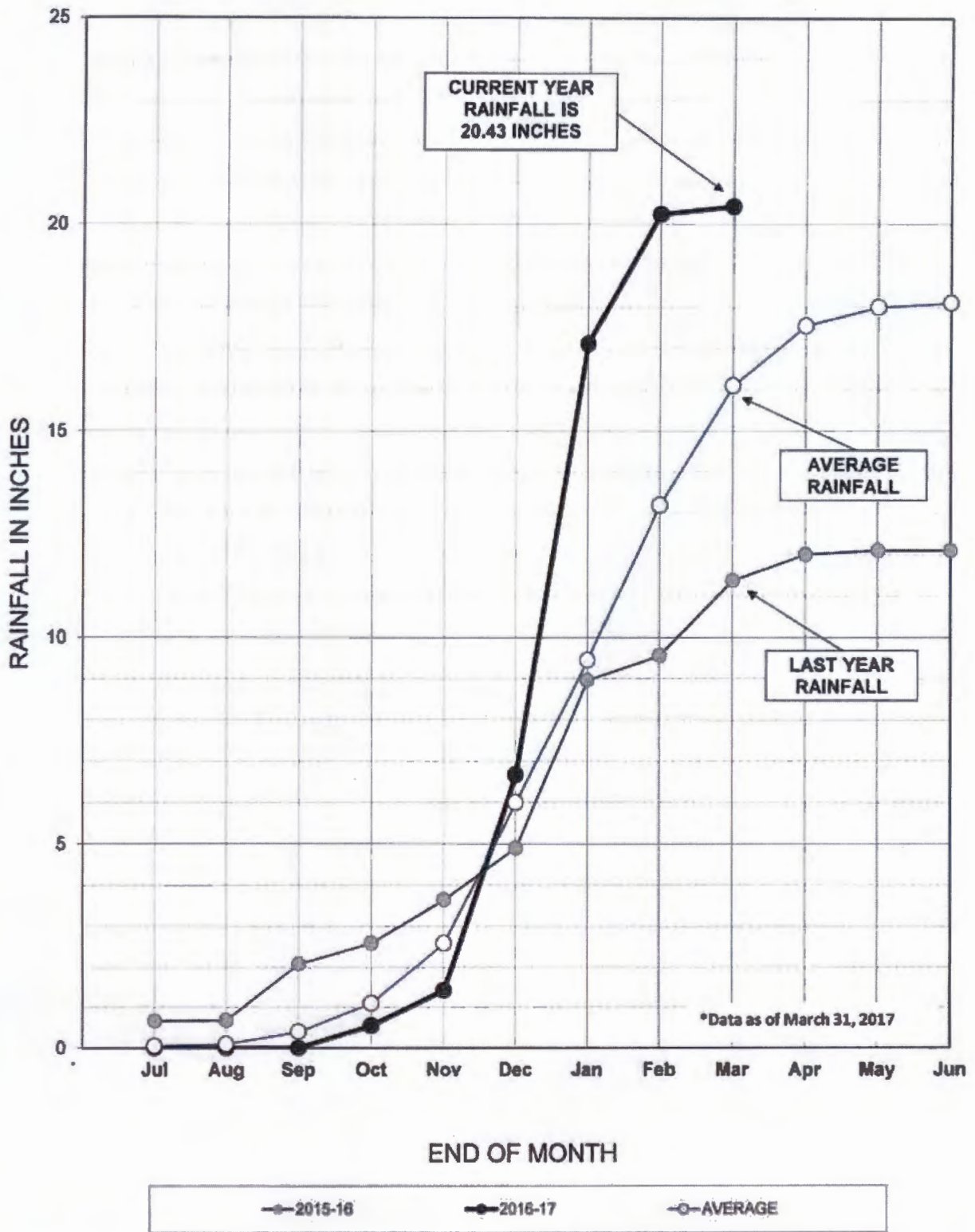
STETSON ENGINEERS INC.

Covina San Rafael Mesa, Arizona

WATER RESOURCE ENGINEERS

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

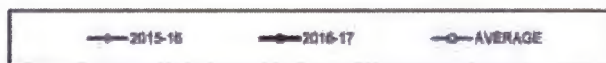
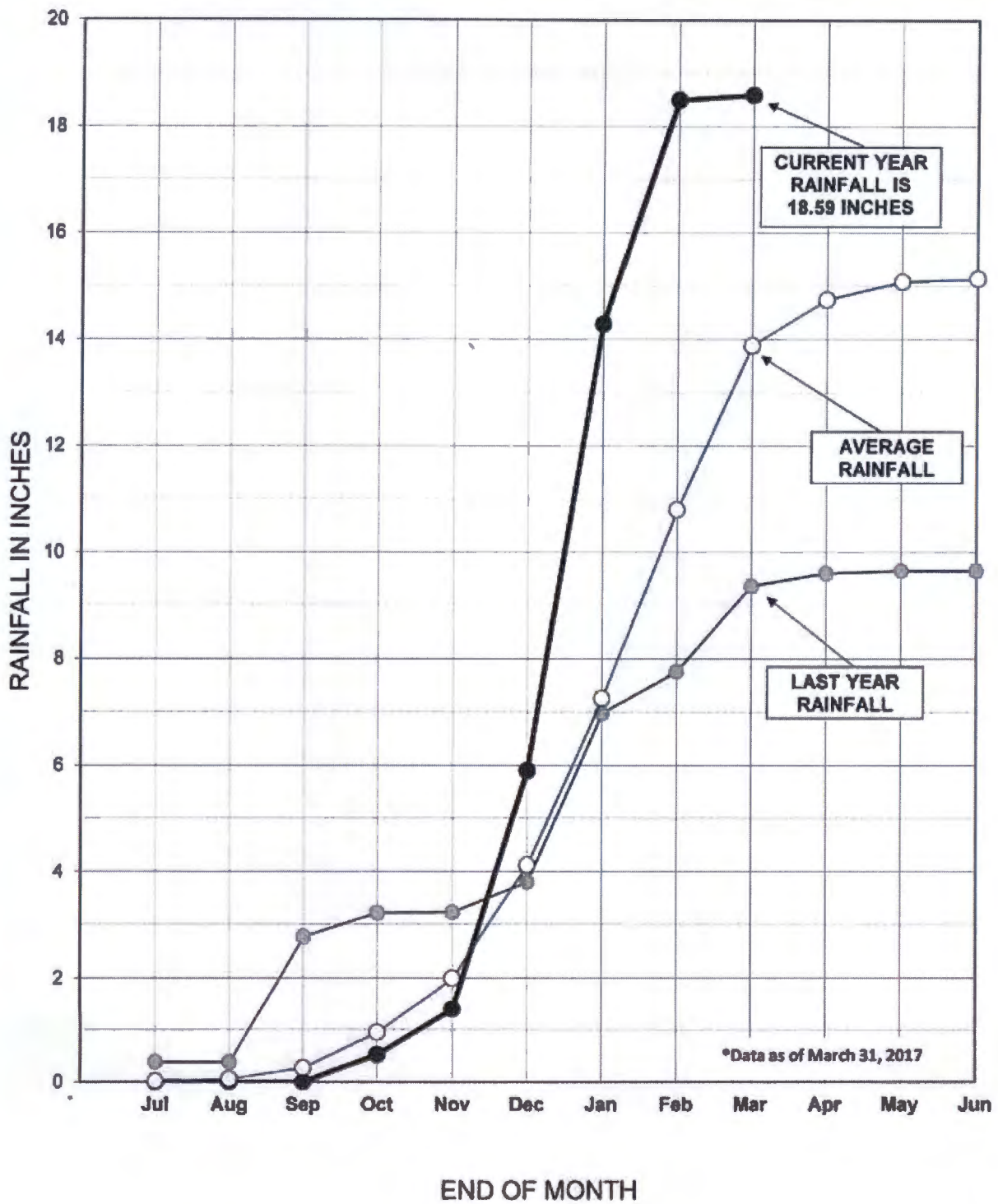
**BALDWIN PARK KEY WELL
GROUNDWATER ELEVATION**



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

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

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



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

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

**ACCUMULATED RAINFALL
 AT LOS ANGELES CIVIC CENTER**

Attachment 7

SALARY AND BENEFITS SUMMARY OF LPVCWD STAFF - AS OF MARCH 31, 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		\$ 16.18	\$ 11.08	\$ 98.52
Compliance Officer / Project Engineer*	40	\$ 45.35	\$ 68.03	\$ 19.44	\$ 2.97	\$ 67.76
Board Secretary / Office Administrator	1	\$ 40.72		\$ 22.71	\$ 6.33	\$ 69.76
Cust Serv/Accounting Supervisor	9	\$ 39.89	\$ 59.84	\$ 21.99	\$ 6.20	\$ 68.08
Water Production & Treatment Supervisor	12	\$ 39.60	\$ 59.40	\$ 19.93	\$ 6.16	\$ 65.69
Water Distribution Supervisor	7	\$ 36.00	\$ 54.00	\$ 18.88	\$ 5.60	\$ 60.48
Water Production & Treatment Operator II	23	\$ 35.70	\$ 53.55	\$ 19.44	\$ 5.42	\$ 60.56
Lead Water Service Worker	15	\$ 34.89	\$ 52.34	\$ 19.98	\$ 5.24	\$ 60.11
Service Worker II**	38	\$ 30.46	\$ 45.68	\$ 17.86	\$ 2.00	\$ 50.32
Service Worker II	18	\$ 26.38	\$ 39.57	\$ 18.58	\$ 4.06	\$ 49.02
Water Production & Treatment Operator I	31	\$ 26.03	\$ 39.05	\$ 18.44	\$ 4.01	\$ 48.48
Service Worker II	22	\$ 25.90	\$ 38.84	\$ 18.44	\$ 4.03	\$ 48.37
Billing Clerk II	11	\$ 25.39	\$ 38.09	\$ 12.14	\$ 3.82	\$ 41.35
Field Operations Assistant P/T (Hourly)*	33	\$ 22.56	N/A	N/A	\$ 0.78	\$ 23.34