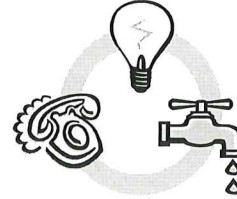


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA
DECEMBER 10, 2020 8:30 A.M.

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



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

Addressing the Commission:

NOTICE OF TELEPHONIC MEETING:

- **Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the IPUC shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 978-354-316#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the IPUC meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, December 8, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**
- **Agenda Items:** Members of the public may address the Industry Public Utilities Commission on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda.
- **Public Comments (Non-Agenda Items Only):** Anyone wishing to address the Industry Public Utilities 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 IPUC from taking action on a specific item unless it appears on the posted Agenda.

Agendas and other writings:

- In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the Secretary of the IPUC during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comment
5. **CONSENT CALENDAR**

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

- 5.1 Consideration of the Register of Demands for November 26, 2020

RECOMMENDED ACTION: Ratify the Register of Demands.

- 5.2 Consideration of the Register of Demands for December 10, 2020

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

- 5.3 Consideration of the minutes of the October 8, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.4 Consideration of Amendment No. 2 to Professional Services Agreement with POWER Engineers, Inc. for electrical consulting services, extending the term through December 31, 2021, and increasing compensation by \$25,000.00

RECOMMENDED ACTION: Approve the Amendment.

- 5.5 Consideration of Change Order No. 3 in the amount of \$89,950.00, to the agreement with Pacific Utility Installation, Inc., for Installation of Distribution Feeder Cable and Pad Mounted Switches at IBC East and IBC West (Contract No. IPUC-0007)

RECOMMENDED ACTION: Approve Change Order No. 3 in the amount of \$89,950.00 and authorize the President to execute the Change Order.

6. **BOARD MATTERS**

- 6.1 Consideration of Resolution No. IPUC 2020-05 A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION ADOPTING THE INDUSTRY PUBLIC UTILITIES RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN, COMPLIANCE PERIOD 3 (2017-2020) PURSUANT TO PUBLIC UTILITIES CODE § 399.30(a) AND AUTHORIZING THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2020-05.*

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

RECOMMENDED ACTION: *Receive and file the report.*

7. Adjournment. Next regular meeting: Thursday, January 14, 2021 at 8:30 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1

INDUSTRY PUBLIC UTILITIES COMMISSION
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting November 26, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	70,330.80

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	70,330.80

APPROVED PER CITY MANAGER

Industry Public Utilities Commission

Wells Fargo Electric - Wire Transfer

November 26, 2020

Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
WT100	10/23/2020	INDUSTRY PUBLIC UTILITIES		\$11,051.82
	Invoice	Date	Description	Amount
	10/23/20	10/23/2020	TRANSFER-OCTOBER IMPUTED PUBLIC BENEFIT	\$11,051.82

Check	Status	Count	Transaction Amount
	Total	1	\$11,051.82

**Industry Public Utilities Commission
Wells Fargo - Electric
November 26, 2020**

Check	Date				Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK						
10628	11/12/2020				FRONTIER	\$1,852.19
	Invoice	Date	Description		Amount	
	2021-00000800	10/28/2020	10/28-11/27/20 SVC - EM-21912 GARCIA LN		\$74.39	
	2021-00000801	10/28/2020	10/28-11/27/20 SVC - EM-21700 BAKER PKY BLDG 23		\$56.74	
	2021-00000802	10/28/2020	10/28-11/27/20 SVC - EM-179 S. GRAND AVE		\$40.99	
	2021-00000803	10/25/2020	10/25-11/24/20 SVC - EM-21760 GARCIA LN		\$74.39	
	2021-00000804	10/25/2020	10/25-11/24/20 SVC - EM-21535 BAKER PKWY BLDG 20		\$56.74	
	2021-00000805	11/01/2020	11/01-11/30/20 SVC - GS-21650 VALLEY BLVD		\$56.74	
	2021-00000806	11/01/2020	11/01-11/30/20 SVC - GS-21700 VALLEY BLVD		\$60.51	
	2021-00000807	11/01/2020	11/01-11/30/20 SVC - VARIOUS GENERATOR SITES		\$1,431.69	
10629	11/18/2020				FRONTIER	\$168.38
	Invoice	Date	Description		Amount	
	2021-00000819	11/04/2020	11/04-12/03/20 SVC - EM-21858 GARCIA LN		\$74.39	
	2021-00000820	11/04/2020	11/04-12/03/20 SVC - GS-21620 VALLEY BLVD		\$60.51	
	2021-00000839	11/07/2020	11/07-12/06/20 SVC - GS-408 BREA CYN RD		\$33.48	
10630	11/18/2020				SO CALIFORNIA EDISON COMPANY	\$15,218.99
	Invoice	Date	Description		Amount	
	2021-00000821	11/07/2020	10/01-11/01/20 SVC - 208 S WADDINGHAM WAY		\$15,218.99	
10631	11/18/2020				SOCALGAS	\$50.00
	Invoice	Date	Description		Amount	
	2021-00000840	11/09/2020	10/01-11/01/20 SVC - 1 INDUSTRY HILLS PKWY UNIT B		\$50.00	
10632	11/18/2020				TPX COMMUNICATIONS	\$953.28
	Invoice	Date	Description		Amount	

**Industry Public Utilities Commission
Wells Fargo - Electric
November 26, 2020**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	135836211-0	10/23/2020	INTERNET SVC-SUBSTATION	\$953.28
10633	11/26/2020		APPLIED METERING TECHNOLOGIES	\$8,737.64
	Invoice	Date	Description	Amount
	6484	11/16/2020	UTILITY OPERATIONS-NOV 2020	\$8,737.64
10634	11/26/2020		BUTSKO UTILITY DESIGN INC.	\$4,080.00
	Invoice	Date	Description	Amount
	185896	10/30/2020	UTILITY ENG SVC-SEP 2020	\$4,080.00
10635	11/26/2020		CNC ENGINEERING	\$23,577.50
	Invoice	Date	Description	Amount
	501965	11/12/2020	CITY ELECTRICAL FACILITIES	\$7,975.00
	501966	11/12/2020	66KV SUBSTATION	\$645.00
	501968	11/12/2020	INSTALLATION OF DIST FEEDER CABLE	\$14,527.50
	501967	11/12/2020	ELEC CAPITAL IMPROVEMENTS AT IBC	\$430.00
10636	11/26/2020		PACIFIC UTILITY INSTALLATION	\$4,641.00
	Invoice	Date	Description	Amount
	22559	10/30/2020	SUBSTANTION MAINT	\$4,200.00
	22560	10/30/2020	SUBSTATION MAINT	\$441.00

Checks	Status	Count	Transaction Amount
	Total	9	\$59,278.98

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting December 10, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC ELECTRIC FUND	342,182.56
560	IPUC WATER FUND	17,139.15
TOTAL ALL FUNDS		359,321.71

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	342,182.56
IPUC.CHK	IPUC WATER BOFA CKING	17,139.15
TOTAL ALL BANKS		359,321.71

APPROVED PER CITY MANAGER

Industry Public Utilities Commission
Wells Fargo - Electric
December 10, 2020

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
10637	11/24/2020		CALPINE ENERGY SOLUTIONS, LLC	\$94,740.73
	Invoice	Date	Description	Amount
	203280013656955	11/23/2020	WHOLESALE USE-OCT 2020	\$94,740.73
10638	11/24/2020		FRONTIER	\$360.77
	Invoice	Date	Description	Amount
	2021-00000845	11/10/2020	11/10-12/09/20 SVC - GS-747 S. ANAHEIM PUENTE RD	\$172.90
	2021-00000846	11/10/2020	11/10-12/09/20 SVC - EM-21508 BAKER PKWY BLDG 22	\$56.74
	2021-00000847	11/10/2020	11/10-12/09/20 SVC - GS-21640 VALLEY BLVD	\$56.74
	2021-00000848	11/10/2020	11/10-12/09/20 SVC - EM-21808 GARCIA LN	\$74.39
10639	11/24/2020		SO CALIFORNIA EDISON COMPANY	\$11,154.88
	Invoice	Date	Description	Amount
	7501203294	11/19/2020	10/01-10/31/20 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7501203304	11/19/2020	10/01-10/31/20 SVC - 133 N. AZUSA AVE	\$1,860.71
	7501203305	11/19/2020	10/01-10/31/20 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
10640	12/02/2020		FRONTIER	\$298.49
	Invoice	Date	Description	Amount
	2021-00000889	11/19/2020	11/19-12/18/20 SVC - EM-21415 BAKER PKWY	\$56.74
	2021-00000890	11/16/2020	11/16-12/15/20 SVC - GS-208 OLD RANCH RD	\$53.88
	2021-00000891	11/19/2020	11/19-12/18/20 SVC - EM-21438 BAKER PKWY BLDG 25	\$56.74
	2021-00000911	11/25/2020	11/25-12/24/20 SVC - EM-21535 BAKER PKWY BLDG 20	\$56.74
	2021-00000912	11/25/2020	11/25-12/24/20 SVC - EM-21760 GARCIA LN	\$74.39
10641	12/10/2020		ASTRUM UTILITY SERVICES, LLC	\$15,100.00
	Invoice	Date	Description	Amount

**Industry Public Utilities Commission
Wells Fargo - Electric
December 10, 2020**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	112001	12/01/2020	CONSULTING FOR IPUC-NOV 2020	\$15,100.00
10642	12/10/2020		BUTSKO UTILITY DESIGN INC.	\$3,460.00
	Invoice	Date	Description	Amount
	188187	11/23/2020	UTILITY ENG SVC-OCT 2020	\$3,230.00
	188189	11/23/2020	UTILITY ENG SVC-OCT 2020	\$230.00
10643	12/10/2020		CNC ENGINEERING	\$17,805.00
	Invoice	Date	Description	Amount
	502032	11/25/2020	INSTALLATION OF DIST FEEDER CABLE	\$8,905.00
	502033	11/25/2020	CITY ELECTRICAL FACILIITES	\$8,900.00
10644	12/10/2020		PACIFIC UTILITY INSTALLATION	\$198,942.01
	Invoice	Date	Description	Amount
	#7IPUC-007	11/01/2020	INSTALLATION OF DIST FEEDER CABLE-IBC EAST & W	\$209,412.64
10645	12/10/2020		POWER ENGINEERS INCORPORATED	\$320.68
	Invoice	Date	Description	Amount
	382178	11/18/2020	REMOTE MONITORING-WADDINGHAM STATION	\$320.68

Checks	Status	Count	Transaction Amount
	Total	9	\$342,182.56

**Industry Public Utilities Commission
Bank of America - Water
December 10, 2020**

Check	Date	Payee Name		Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40478	11/18/2020	SO CALIFORNIA EDISON COMPANY		\$14,792.92
	Invoice	Date	Description	Amount
	2021-00000836	11/04/2020	10/01-10/30/20 SVC - 1991 WORKMAN MILL U	\$14,792.92
40479	12/10/2020	ROWLAND WATER DISTRICT		\$2,346.23
	Invoice	Date	Description	Amount
	I-10/31/2020-A	10/31/2020	CONTRACT SVC - OCTOBER 2020	\$1,712.45
	I-10/31/2020-B	10/31/2020	CONTRACT SVC - OCTOBER 2020	\$633.78

Checks	Status	Count	Transaction Amount
	Total	2	\$17,139.15

4

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 8, 2020
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number 657-204-3264, Conference ID: 696 813 255#.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Cathy Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Bing Hyun, Assistant City Manager; Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson; James M. Casso, General Counsel; and Julie Robles, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 24, 2020

RECOMMENDED ACTION: Ratify the Register of Demands.

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 8, 2020

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

5.3 CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 10, 2020 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 8, 2020
PAGE 2

MOTION BY COMMISSIONER MARCUCCI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

BOARD MATTERS

6.1 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE TECHNOLOGY DEPOT INC., TO PROVIDE INFORMATION TECHNOLOGY SUPPORT ON THE REMOTE MONITORING OF WADDINGHAM SUBSTATION, IN AN AMOUNT NOT-TO-EXCEED \$30,000.00 THROUGH DECEMBER 31, 2021 (MP 02-05 #7)

RECOMMENDED ACTION: *Approve the Agreement.*

Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY PRESIDENT MOSS, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

6.2 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: *Receive and file the report.*

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 8, 2020
PAGE 3

Greg Galindo, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions. Mr. Galindo also announced that he will be retiring from the District and will be embarking on a new opportunity with a private water utility. Effective November 1, 2020 Mr. Roy Frausto, who is currently the District's Assistant General will assume the position of General Manager.

Mayor Moss thanked Mr. Galindo for all his service that was provided with great leadership, openness and thorough communication. Mayor Pro Tem Marcucci said Mr. Galindo would be very missed and was sorry we could not say good-bye in person due to COVID-19 and wished him well in the future.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER MARCUCCI TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:43 a.m.

CORY C. MOSS
PRESIDENT

JULIE ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Moss and Commissioners TH

FROM: Troy Helling, Public Utilities Director

STAFF: Joshua Nelson, IPU Engineer
Dev Birla, Operations Manager, CNC Engineering

DATE: December 10, 2020

SUBJECT: Consideration of Amendment No. 2 to Professional Services Agreement with POWER Engineers, Inc. for electrical consulting services, extending the term through December 31, 2021, and increasing compensation by \$25,000.00

Background:

On April 11, 2019, the Commission approved the Professional Services Agreement (“Agreement”) with POWER Engineers, Inc. (“PEI”) for electrical consulting services. The scope of work includes providing engineering support to enable remote monitoring of the Waddingham Substation, evaluation of the grounding grid, cyber security, ETAP system model and updating the Spill Prevention Control and Counter Measures (“SPCC”) Plan. On October 10, 2019, the Commission approved Amendment No.1 to include travel and other reimbursable expenses.

To date, PEI has completed most of the engineering work and has submitted drawings to issue for construction, but there is still some work left and need to be completed. In the meantime, term of the Agreement expired on June 30, 2020 and only \$2,000 is left in the budget which will not cover the remaining work.

Discussion:

Staff is recommending Amendment No. 2 to the Agreement as several items in the scope of services are not yet completed. The scope of remaining services include the configuration of the SEL 3355 computer, SEL-RTAC and TEAMS/Meter Reports,

updating and upgrading of software and licenses of Citect-HMI and the firmware of the SEL-RTAC, including the final commissioning of all of this equipment. The term of the Agreement has expired and requires an extension to complete the remaining work, some items that have taken longer to complete than expected, and therefore increase compensation by \$25,000.00. The items took longer than expected include:

- Grounding Grid Report - Soil Resistivity test data at substation and in its vicinity, running multiple contingency cases to ensure compliance with Institute of Electrical and Electronics Engineers 80 for safety of workers and public and guidance on substation fence isolation
- Protection Coordination Report - Creating a comprehensive protection criteria to understand and explain the protection schemes at the substation and to determine gaps in the protection scheme and mitigate those gaps for safe operation of substation
- Firewall and Network Criteria - Ongoing meetings and follow up with IPU staff and coordination with IPU's Consultant, the Technology Depot, to determine the correct devices and model numbers for firewall, Ethernet Switch and Network Video Recorder

Fiscal Impact:

The fiscal impact for Amendment No. 2 is \$25,000.00. In the Capital Improvement Project budget for fiscal year 2020-2021, \$70,000 was approved for the remote monitoring of Waddingham Substation (Account No.120-718-5205, MP 02-05#7).

Recommendation:

It is recommended that the Commission approve Amendment No. 2 to the Professional Services Agreement with POWER Engineers, Inc.

Exhibit:

- A. Amendment No. 2 to the Professional Services Agreement with POWER Engineers, Inc., dated December 10, 2020

TH/JN/DB:jf

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with POWER Engineers,
Inc., dated December 10, 2020

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
POWER ENGINEERS, INC.**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of December 2020, (“Effective Date”) by and between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, (“IPU”) and POWER Engineers, Incorporated an Idaho corporation, (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April 11, 2019, the IPU and Consultant entered into the Agreement to provide engineering support to enable remote monitoring of Waddingham Substation, evaluation of grounding grid, cyber security, ETAP system model and update Spill Prevention Control and Counter Measures Plan; and

WHEREAS, on or about October 10, 2019, Amendment No. 1 was approved for Consultant to travel to the Waddingham Substation to verify the information on drawings to ensure the accuracy of the drawings, and to travel for site visits to the ENCO Facility in Hemet for the work on the interface for remote monitoring of Waddingham Substation; and

WHEREAS, the Agreement expired on June 30, 2020 and there are ongoing services the Consultant must complete, therefore the Parties desire to extend the term through December 31, 2021 and increase compensation by \$25,000.00; and

WHEREAS, for the reasons set forth herein, the IPU and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

As of April 11, 2019, all instances of the term “Industry Public Utilities Commission” shall mean “Industry Public Utilities”.

1. TERM

This Agreement shall commence on July 1, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2021 unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

Second sentence of Section 4(a) is hereby revised to read in its entirety as follows:

The total Agreement amount shall not exceed One Hundred Eighty Five Thousand Dollars (\$185,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“IPU”
Industry Public Utilities

“CONSULTANT”
POWER Engineers, Inc.

By: _____
Troy Helling, Public Utilities Director

By: _____
Greg Clark, Senior Project Manager

Attest:

By: _____
Julie Gutierrez-Robles, Commission Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT WITH POWER ENGINEERS, INC.
DATED APRIL 11, 2019

**INDUSTRY PUBLIC UTILITIES COMMISSION
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 11, 2019 ("Effective Date"), between the Industry Public Utilities Commission ("IPUC") and POWER Engineers, Incorporated, an Idaho corporation, ("Consultant"). The IPUC and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

IPUC's Public Utilities Director or his designee shall represent the IPUC in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The IPUC agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Sixty Thousand Dollars (\$160,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPUC disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, and upon final payment of all undisputed invoices, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPUC and may be used, reused, or otherwise disposed of by the IPUC without the permission of the Consultant. The IPUC shall not gain ownership of any intellectual property of Consultant that was used to create the services. With respect to computer files, Consultant shall make available to the IPUC, at the Consultant's office, and upon reasonable written request by the IPUC, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant shall grant to IPUC a non-exclusive, perpetual,

royalty-free, world-wide, limited license under copyright to use all reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Consultant.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPUC and any and all of its officials, and employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless IPUC, and any and all of its employees, and officials from and against any liability (including liability for claims, suits, actions, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY. In the event the IPUC, its officers, employees, and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the comparatively negligent performance of the services encompassed by this Agreement, and upon demand by IPUC, Consultant shall have an immediate duty to mutually consult the IPUC at Consultant's cost or at IPUC's option, to reimburse the IPUC for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent that any liability arises out of the negligent acts or omissions of Consultant.

In the event of any dispute between Consultant and IPUC, as to whether liability arises from the sole negligence of the IPUC or its officers, employees, or agents, Consultant will be obligated to pay for IPUC's defense until such time as a final judgment has been entered adjudicating the IPUC as comparatively negligent. Consultant will be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to fees, expert fees and costs of litigation.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the IPUC a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither IPUC nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPUC. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPUC, or bind the IPUC in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPUC's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPUC, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPUC, unless otherwise required by law or court order. (b)

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

14. NOTICES

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

To IPUC:

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

Attention: Troy Helling, Public Utilities Director

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

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

Attention: Hector Esquer, PE, Project Manager

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or

the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

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

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

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

24. LIMITATION OF LIABILITY

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

25. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

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

“IPUC”

Industry Public Utilities Commission

“CONSULTANT”

POWER Engineers, Inc.

By  _____
Troy Helling, Public Utilities Director

By  _____
Greg Clark, Sr. Project Manager

Attest:


By _____
Julie Gutierrez –Robles, Deputy Commission Secretary

Approved as to form:

By:  _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following Services:

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

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

- Any training related to TEAM and other functions

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

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

EXHIBIT B
RATE SCHEDULE

PERSONNEL CLASSIFICATION

President \$283.00/hr.
Executive Vice President
Senior Project Manager IV

Project Manager Director \$280.00/hr.
Senior Project Manager III

Senior Project Manager II \$265.00/hr.
Senior Program Manager II

\$250.00/hr.
Senior Project Manager I
Senior Program Manager I
Senior Project Engineer III
Strategic Consultant III

Project Manager III \$235.00/hr.
Project Lead IV
Construction Manager III
Senior Project Engineer II
Strategic Consultant II
Senior Consultant III

Project Manager II \$210.00/hr.
Project Lead III
Strategic Consultant I
Senior Consultant II
Project Engineer III
Construction Manager II
Senior Project Engineer I
Engineer V

Project Manager I \$180.00/hr.
Project Lead II Construction
Manager I Environmental
Specialist IV Project Engineer II
Engineer IV
Designer V
Project Administrator III
Senior Consultant I
Consultant III

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

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

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

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

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

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

SPECIAL APPLICATION SOFTWARE

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

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

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

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

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

REPRODUCTION

Drawings – Black & White

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

Drawings – Color

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

Documents – Black & White

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

Documents – Color

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

SURVEY EQUIPMENT

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

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

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

Proof of insurance. Consultant shall provide certificates of insurance to IPUC as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by IPUC's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPUC at all times during the term of this contract. IPUC reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.5



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Moss and Commissioners

FROM: Troy Helling, Public Utilities Director
Joshua Nelson, IPU Engineer *TH
JN*

STAFF: Dev Birla, Operations Manager, CNC Engineering
Gerardo Perez, Construction Manager, CNC Engineering

DATE: December 10, 2020

SUBJECT: Consideration of Change Order No. 3, to the agreement with Pacific Utility Installation, Inc., for Installation of Distribution Feeder Cable and Pad Mounted Switches at IBC East and IBC West (Contract No. IPUC-0007)

Background:

On February 13, 2020, the IPUC awarded Contract No. IPUC-0007, Installation of Distribution Feeder Cable and Pad Mounted Switches at IBC East and IBC West, to Pacific Utility Installation Inc., and appropriated \$3,702,704.50 for the project. The scope of work for this project includes furnishing and installing 48,735 circuit feet and three distribution feeders of 15 KV, 1000 MCM Aluminum, Ethylene Propylene Rubber distribution feeder cable, 18 pad mounted switches and 7 pad mounted as spares for INSERT WHAT IT'S FOR AND WHERE.

Discussion:

On April 8, 2020, the Public Utilities Director and the IPU Engineer, approved Change Order No. 1 in the amount of \$253,200.00.

- **Change Order No. 1** – Costs in the amount of \$253,200.00 were approved to purchase 5 transformers to provide electrical services to Building 2 at IBC East and Buildings 11 and 12 at IBC West.

On October 26, 2020, the Public Utilities Director and the IPU Engineer, approved Change Order No. 2 in the amount of \$75,612.64.

- **Change Order No. 2** – Costs in the amount of \$75,615.64 were approved to remove four existing submersible transformers and install four pad mounted transformers (two locations at Garcia Lane and two locations at Baker Parkway).

As of November 24, 2020, the IPU Engineer has reviewed the following change order for completeness and accuracy:

- **Change Order No. 3** – The contract plans and specifications did not include electrical services to any of the buildings under construction at the Industry Business Center development. In order to provide electrical service to the new buildings, it is necessary to install 12 KV cabling, pad mounted transformers and service cabling on-site to serve the new buildings. The cost to provide electrical service to Building 2 at IBC East and Buildings 11 and 12 at IBC West is \$89,950.00.

Fiscal Impact:

Table 1 - Summary of Project Costs

Contract Amount	\$3,366,095.00
Change Order No. 1	\$253,200.00
Change Order No. 2	\$75,612.64
Change Order No. 3	\$89,950.00
Revised Project Cost	\$3,784,857.64

Table 2 – Summary of Approved Construction Budget Amount

Base Bid (Pacific Utility Installation, Inc.)	\$3,366,095.00
Contingency Allowance	\$336,609.50
Total Original Project Budget	\$3,702,704.50

The revised contract amount including Change Orders Nos. 1 through 3 totals \$3,784,857.64. On February 13, 2020, the IPUC appropriated \$3,702,704.50 from monies received from the Successor Agency to the Industry Urban-Development Agency (Account No. 161-2065.01). An additional appropriation in the amount of \$82,153.14 is required.

Recommendations:

- 1.) Approve Change Order No. 3 in the amount of \$89,950.00 and authorize the President or her designee to execute the approved change order; and
- 2.) Approve an additional appropriation in the amount of \$82,153.14 from the Successor Agency to the Industry Urban-Development Agency (Account No. 161-2065.01).

Exhibit:

- A. Change Order No. 3 dated December 10, 2020

EXHIBIT A

Change Order No. 3 dated, December 10, 2020

[Attached]

CITY OF INDUSTRY
 15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

CHANGE ORDER

Change Order No. 3

Project Installation of Distribution Feeder Cable Contract No. IPUC-007 Date 12/10/20

Type _____
 Project Electrical Cabling Contractor Pacific Utility Installation, Inc.

Location Industry Business Parkway Development

Explanation:

Provide electrical service to Buildings 2, 11 and 12 at the IBC development. The work will include building onsite installation of 12kV cabling, pad mounted transformers and service cabling to the building.

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

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Install cabling and transformers to Buildings Nos. 2, 11 and 12	1	\$ 89,950.00	\$ 89,950.00	
TOTAL COST				\$89,950.00	

T & M SUMMARY

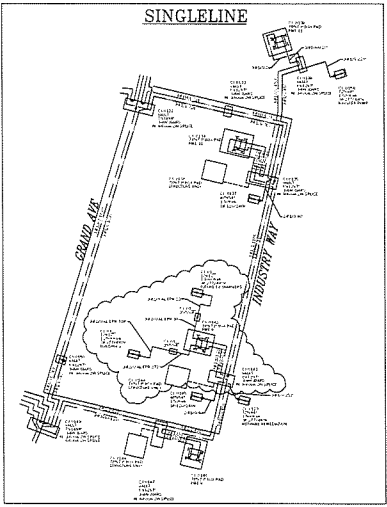
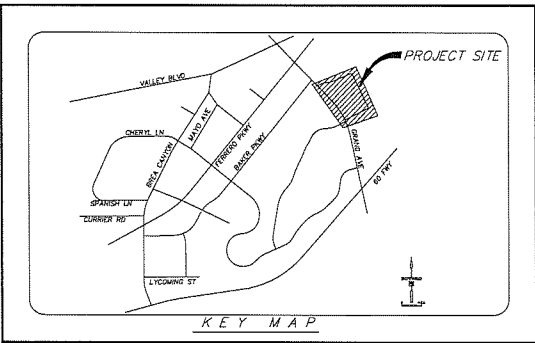
*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 3,366,095.00	Total T & M	\$ -
Total Previous Change Orders	\$ 328,812.64 9.768%		
Total Change Orders	\$ 418,762.64 12.44%	Pay This CHANGE ORDER	\$89,950.00 2.67%

Authorized by _____ Additional Contract Days 10

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

Contractor Representative _____ Date _____
 Joshua Nelson - IPU Engineer _____ Date _____

Troy Helling - Public Utilities Director _____ Date 11/30/2020
Gerardo Perez
 Gerardo Perez - Construction Manager _____ Date _____



GENERAL NOTES

- 1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. SHALL COVER THE FOLLOWING ITEMS AT NO COST TO THE INDUSTRY PUBLIC UTILITY CONSTRUCTION (IPUC):
 - A. ALL WORK COVERED BY THIS PLAN SHALL BE SUPERVISED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (415) 333-0336.
 - B. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS OF THE CITY OF INDUSTRIY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
 - C. 48-HOURS PRIOR TO ANY WORK, THE CONTRACTOR SHALL CALL THE INDUSTRY DEVELOPMENT BUREAU (IDB) (415) 422-1101 AND OBTAIN ALL NECESSARY PERMITS.
 - D. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 201.04 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- 2. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND STRUCTURES AS PER SECTION 201.04 AND 201.05 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- 3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE, WHETHER BELOW GROUND OR NOT, TO PREVENT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL BURDEN OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
- 4. REPAIRS, WHEN REQUIRED, SHALL BE MADE IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF REPAIRS ACCEPTABLE TO THE MUNICIPALITY, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO AGENCY.
- 5. STRUCTURES:
 - A. ALL SUBSTRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH IPUC SPECIFICATIONS.
 - B. INSTALL PROTECTION BARRIERS FOR USE-AHEAD WHEN REQUIRED IN AREAS EXPOSED TO TRAFFIC, PER IPUC SPECIFICATIONS.
 - C. ALL CONDUIT LINES AND CONDUIT FLOORED SUBSTRUCTURES SHALL BE WATER TIGHT.
 - D. ALL FOUNDATION MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- 6. RETAINING WALLS:
 - A. WHEN REQUIRED, RETAINING WALLS SHALL BE PROVIDED BY THE CONTRACTOR. WALLS ARE REQUIRED WHEREVER GRADE MUST BE MAINTAINED TO EXCEED ABOVE THE STRUCTURE OR 14" ABOVE THE FINISHED GRADE, AT A DISTANCE OF 14 FEET FROM THE BASE OF AN AREA SUBJECT TO EROSION. DESIGN AND INSTALLATION MUST COMPLY WITH LOCAL BUILDING ORDINANCES. NOTIFY AGENCY INSPECTOR FOR UTILITY SPACE REQUIREMENTS.
- 7. PERMITS:
 - A. ALL PERMITS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR.
 - B. NEARBY TRUCK ACCESS SHALL BE MAINTAINED TO EQUIPMENT LOCATIONS. STRUCTURES MUST BE CLEAR OF ALL APPURTENANCES THAT WOULD OBSTRUCT THE LOADING OR UNLOADING OF EQUIPMENT.
- 8. SERVICES:
 - A. METERS AND SERVICES SHALL COMPLY WITH AGENCY SERVICES REQUIREMENTS.
 - B. WORKING SHALL BE IN ACCORDANCE WITH AGENCIES LOCAL ORDINANCES AND APPROVED BY LOCAL AGENCY AUTHORITIES.
- 9. LOCATION:
 - A. THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR AGENCY SHALL BE AS SHOWN ON THE WORKING DRAWING. NO EXCAVATION FROM THE PLANNED LOCATION WILL BE PERMITTED UNLESS APPROVED BY THE IPUC INSPECTOR.
 - B. ACTUAL LOCATION OF OBSTRUCTIONS, STORM DRAIN, AND/OR OTHER FOREIGN UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 10. CONTRACTOR IS TO VERIFY LOCATION AND WORK OF ALL SIDEWALKS AND DRIVEWAYS PRIOR TO STREET LIGHT INSTALLATION WITH THE APPROVED STREET IMPROVEMENT PLANS, APPROVED STREET LIGHT PLANS AND THE ACTUAL FIELD CONDITIONS.
- 11. SURVEY:
 - A. SURVEY OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADE, ETC., NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND HANDOVER TO IPUC PRIOR TO THE START OF THE INSTALLATION. IN ADDITION, CONTRACTOR SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY IPUC. GRADE AND PROPERTY LINE STAKES MUST SHOW ANY OFFSETS/ADJUSTMENTS.
- 12. COORDINATION AND SUPERVISION:
 - A. THE CONTRACTOR SHALL PROVIDE SUPERVISION OVER AND COORDINATION AMONG THE VARIOUS CONTRACTORS WORKING WITHIN THE FACILITY TO PREVENT DAMAGE TO AGENCY FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIRS, RE-PLACEMENT, RELOCATION, OR OTHER CORRECTIVE TO IPUC FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO COORDINATE WITH THESE SPECIFICATIONS.
- 13. TELEPHONE AND OTHER UTILITY REQUIREMENTS:
 - A. THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF THEIR INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.
- 14. WARRANTY:
 - A. CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN ACCORDANCE WITH THESE SPECIFICATIONS ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN ACCORDANCE WITH IPUC REQUIREMENTS. THIS WARRANTY SHALL COMMENCE UPON RECEIPT BY CONTRACTOR OF IPUC'S FINAL ACCEPTANCE AND SHALL END ONE YEAR FROM DATE. CONTRACTOR AGREES TO REMAIN CORRECT TO THE AGENCY'S CONTRACTOR ARE THAT OF AN INSTRUMENTAL AGENCY HAVING JURISDICTION AND IS CONTRACTOR'S EMPLOYER. ANY BREACH OF THIS WARRANTY MUST BE REMEDIED IMMEDIATELY UPON NOTIFICATION BY IPUC DURING THE WARRANTY PERIOD.
- 15. INSPECTION:
 - A. INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF WHEN TO START CONSTRUCTION IS REQUIRED FROM THE CONTRACTOR TO THE INDUSTRY URBAN DEVELOPMENT (IUD). PHONE: (621)333-0336

CONSTRUCTION NOTES:

- 1. CONDUIT:
 - A. MINIMUM COVER IN STREET OR PARKWAY IS 30" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 - B. MINIMUM COVER ON PRIVATE PROPERTY IS 20" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 - C. MINIMUM COVER FOR CONDUIT TO BE INSTALLED TO COMPLY TO IPUC SPECIFICATIONS FOR USE-101, 110 AND 120.
 - D. FOR THE TYPE OF CONDUIT FOR THIS JOB, SEE USE-110.
 - E. MINIMUM COVER FOR USE-101, 110, 120 AND 125.
 - F. CAP ALL WEAVER CONDUITS FOR USE-101 AND SERVICE CONDUITS FOR USE-102.
 - G. MINIMUM COVER CONDUIT PILES IN ALL CONDUIT TRENCHES INTO WALLS, MANHOLES, PILES, ETC. IS A 48 CAP LOCATED PER USE-101 & USE-102.
 - H. MINIMUM COVER CONDUIT PILES IN ALL CONDUIT TRENCHES INTO WALLS, MANHOLES, PILES, ETC. IS A 48 CAP LOCATED PER USE-101 & USE-102.
- 2. CONDUIT RADIUS REQUIREMENTS:
 - A. THE MINIMUM RADIUS FOR BENDS ARE:
 - 1. 30" FOR CONCRETE & 24" FOR DUCTILE IRON
 - 2. 30" FOR 1" DUCTILE IRON
 - 3. 60" FOR 1.5" DUCTILE IRON
 - B. THE MINIMUM RADIUS FOR ALL SHEETS OF ALL MANHOLE CONDUITS IS 12'-4" (UNLESS NOTED OTHERWISE).
- 3. EXCAVATION AND BACKFILL:
 - A. WORK AREA SHALL BE CLEANED AND ROAD GRADED TO WITHIN FOUR INCHES OF FINAL GRADE PRIOR TO INSTALLATION OF ANY CONDUIT OR STRUCTURES.
 - B. ALL EXCAVATIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STATE CONSTRUCTION SAFETY ORDERS (WHEN APPLICABLE), AGENCY SPECIFICATIONS AND ALL GOVERNING LOCAL ORDINANCES.
 - C. EACH EXCAVATION SHALL BE A MINIMUM 60" BELOW FINAL GRADE PRIOR TO INSTALLATION OF THIS CONDUIT OR STRUCTURES.
 - D. BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL EXCAVATIONS AND SHALL INCLUDE GRADED SOIL, CONCRETE, AND/OR IMPROVED BACKFILL, WHEN REQUIRED.
 - E. BACKFILL WITH A MINIMUM OF THE SIZE PER YEAR SAND EQUIV. SLURRY AROUND AND OVER VALVES AND MANHOLES PER USE-101 PER 14" AND AROUND PILES WITH ONE FOOT OF FINISHED GRADE PER USE-101.
 - F. NO RIGGS ARE ALLOWED WITHIN 12 INCHES OF STREET-LEVEL DABLES OR ANY CONDUIT WITHOUT CONDUIT ENCLOSURE. MANHOLES BACKFILL CAPABLE OF PASSING THROUGH A 1/2" SCREEN, PLACE IMPROVED SAND 7" BELOW AND 1" ABOVE ADJACENT CABLES. AFTER THIS POINT, THE BACKFILL SHALL BE FINISHED GRADE.
 - G. ALL BACKFILL SHALL BE COMPACTED TO MEET OR EXCEED LOCAL ORDINANCES OR OTHER REQUIREMENTS. IT SHALL BE PLACED IN A MANNER THAT WILL NOT DAMAGE THE CONDUIT OR SUBSTRUCTURE OF ADJACENT UTILITY, SUBSTRUCTURE OF THE TRENCH OR STRUCTURES.
 - H. UTILITY TRENCHES IN PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND EQUIV. OF 20. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90%.
 - I. ALL CONDUIT ENCLOSURE SHALL BE 3/8" SHOCK TIGHTEN ANY SHOCK RESISTANT. CONTRACTOR TO SPRINKLE BED OVER THE TOP OF ENCLOSURE.
 - J. ALL THE UNDERGROUND DUCT PARALLELS SHALL HAVE A TRACING WIRE AND WARNING TAPE MARKERS.
- 4. PAVING:
 - A. REPAIRS, WHEN REQUIRED, SHALL BE MADE IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF REPAIRS ACCEPTABLE TO THE MUNICIPALITY, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO AGENCY.
- 5. STRUCTURES:
 - A. ALL SUBSTRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH IPUC SPECIFICATIONS.
 - B. INSTALL PROTECTION BARRIERS FOR USE-AHEAD WHEN REQUIRED IN AREAS EXPOSED TO TRAFFIC, PER IPUC SPECIFICATIONS.
 - C. ALL CONDUIT LINES AND CONDUIT FLOORED SUBSTRUCTURES SHALL BE WATER TIGHT.
 - D. ALL FOUNDATION MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- 6. RETAINING WALLS:
 - A. WHEN REQUIRED, RETAINING WALLS SHALL BE PROVIDED BY THE CONTRACTOR. WALLS ARE REQUIRED WHEREVER GRADE MUST BE MAINTAINED TO EXCEED ABOVE THE STRUCTURE OR 14" ABOVE THE FINISHED GRADE, AT A DISTANCE OF 14 FEET FROM THE BASE OF AN AREA SUBJECT TO EROSION. DESIGN AND INSTALLATION MUST COMPLY WITH LOCAL BUILDING ORDINANCES. NOTIFY AGENCY INSPECTOR FOR UTILITY SPACE REQUIREMENTS.
- 7. PERMITS:
 - A. ALL PERMITS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR.
 - B. NEARBY TRUCK ACCESS SHALL BE MAINTAINED TO EQUIPMENT LOCATIONS. STRUCTURES MUST BE CLEAR OF ALL APPURTENANCES THAT WOULD OBSTRUCT THE LOADING OR UNLOADING OF EQUIPMENT.
- 8. SERVICES:
 - A. METERS AND SERVICES SHALL COMPLY WITH AGENCY SERVICES REQUIREMENTS.
 - B. WORKING SHALL BE IN ACCORDANCE WITH AGENCIES LOCAL ORDINANCES AND APPROVED BY LOCAL AGENCY AUTHORITIES.
- 9. LOCATION:
 - A. THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR AGENCY SHALL BE AS SHOWN ON THE WORKING DRAWING. NO EXCAVATION FROM THE PLANNED LOCATION WILL BE PERMITTED UNLESS APPROVED BY THE IPUC INSPECTOR.
 - B. ACTUAL LOCATION OF OBSTRUCTIONS, STORM DRAIN, AND/OR OTHER FOREIGN UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 10. CONTRACTOR IS TO VERIFY LOCATION AND WORK OF ALL SIDEWALKS AND DRIVEWAYS PRIOR TO STREET LIGHT INSTALLATION WITH THE APPROVED STREET IMPROVEMENT PLANS, APPROVED STREET LIGHT PLANS AND THE ACTUAL FIELD CONDITIONS.
- 11. SURVEY:
 - A. SURVEY OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADE, ETC., NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND HANDOVER TO IPUC PRIOR TO THE START OF THE INSTALLATION. IN ADDITION, CONTRACTOR SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY IPUC. GRADE AND PROPERTY LINE STAKES MUST SHOW ANY OFFSETS/ADJUSTMENTS.
- 12. COORDINATION AND SUPERVISION:
 - A. THE CONTRACTOR SHALL PROVIDE SUPERVISION OVER AND COORDINATION AMONG THE VARIOUS CONTRACTORS WORKING WITHIN THE FACILITY TO PREVENT DAMAGE TO AGENCY FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIRS, RE-PLACEMENT, RELOCATION, OR OTHER CORRECTIVE TO IPUC FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO COORDINATE WITH THESE SPECIFICATIONS.
- 13. TELEPHONE AND OTHER UTILITY REQUIREMENTS:
 - A. THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF THEIR INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.
- 14. WARRANTY:
 - A. CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN ACCORDANCE WITH THESE SPECIFICATIONS ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN ACCORDANCE WITH IPUC REQUIREMENTS. THIS WARRANTY SHALL COMMENCE UPON RECEIPT BY CONTRACTOR OF IPUC'S FINAL ACCEPTANCE AND SHALL END ONE YEAR FROM DATE. CONTRACTOR AGREES TO REMAIN CORRECT TO THE AGENCY'S CONTRACTOR ARE THAT OF AN INSTRUMENTAL AGENCY HAVING JURISDICTION AND IS CONTRACTOR'S EMPLOYER. ANY BREACH OF THIS WARRANTY MUST BE REMEDIED IMMEDIATELY UPON NOTIFICATION BY IPUC DURING THE WARRANTY PERIOD.
- 15. INSPECTION:
 - A. INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF WHEN TO START CONSTRUCTION IS REQUIRED FROM THE CONTRACTOR TO THE INDUSTRY URBAN DEVELOPMENT (IUD). PHONE: (621)333-0336

**FINAL DESIGN
APPROVED FOR CONSTRUCTION**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY			
APPROVED BY:		DATE:	
JOSHUA NELSON	AGENCY ENGINEER	THOMAS WELLS	EXECUTIVE DIRECTOR
PROJECT NAME CABLE PLAN			
IBC BUILDING #2			
DESIGN BY: B.C.	CHECKED BY: D.A.P.	JDR NO. 2	SHEET: 1 OF 4
DRAWN BY: L.O.	DATE: SEPTEMBER 9, 2020	CONTRACT NO. 2	

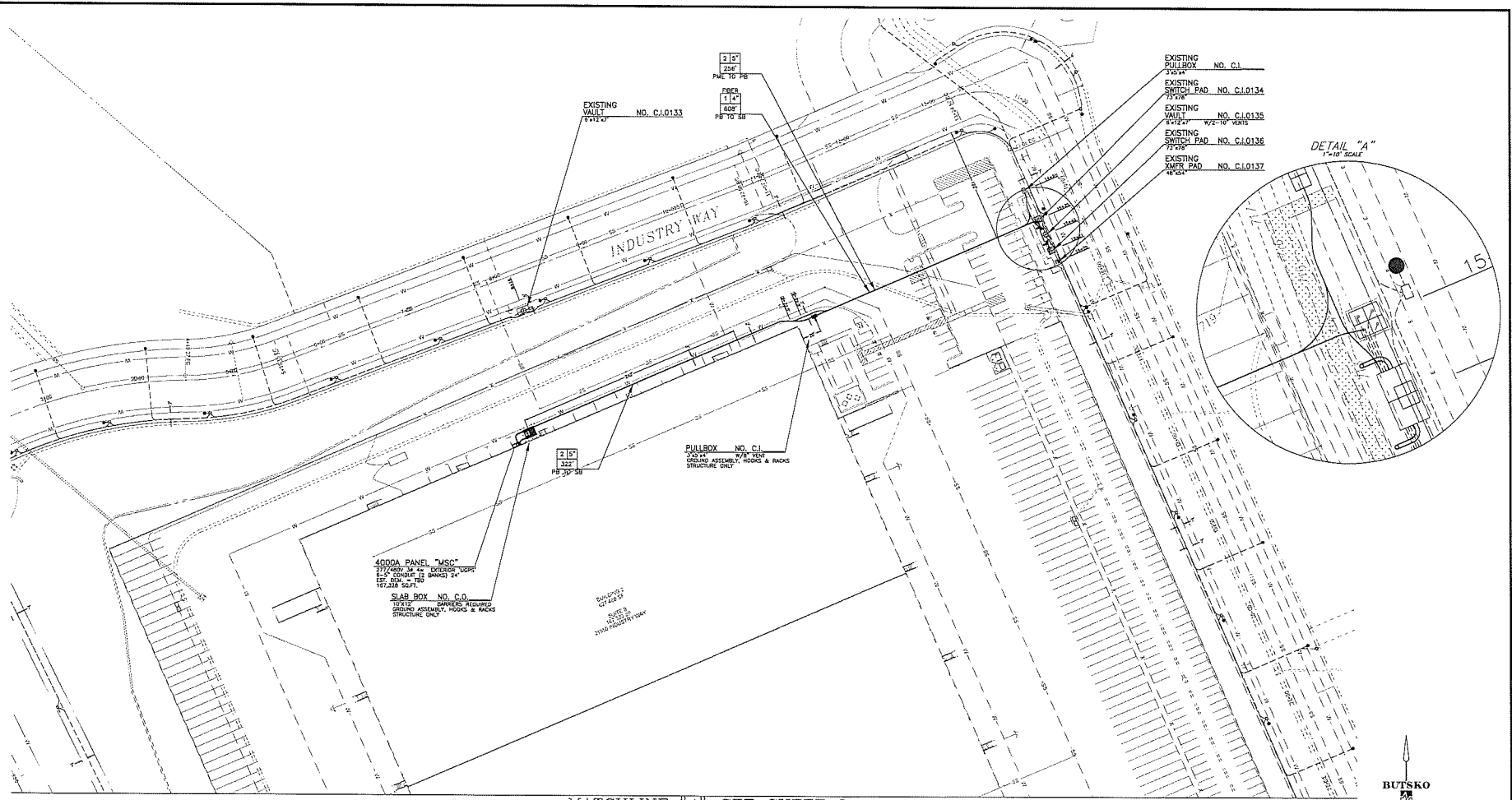
NO.	DATE	REVISIONS	OK BY

Prepared by:

BUTSKO
UTILITY DESIGN, INC.
AN IPUC COMPANY

2645 JEFFERSON AVENUE, SUITE 2
MIRABEL, CA 92560
TEL: 951-634-9930 FAX: 951-634-9930
WWW.BUTSKOUTILITY.COM

NOTICE: PROBABILITIES OF INTERFERENCE WITH EXISTING UTILITIES BEING BORING BASED UPON RECORD DRAWING INFORMATION. REFER TO LETTER #1444-0003.



MATCHLINE "A" SEE SHEET 3



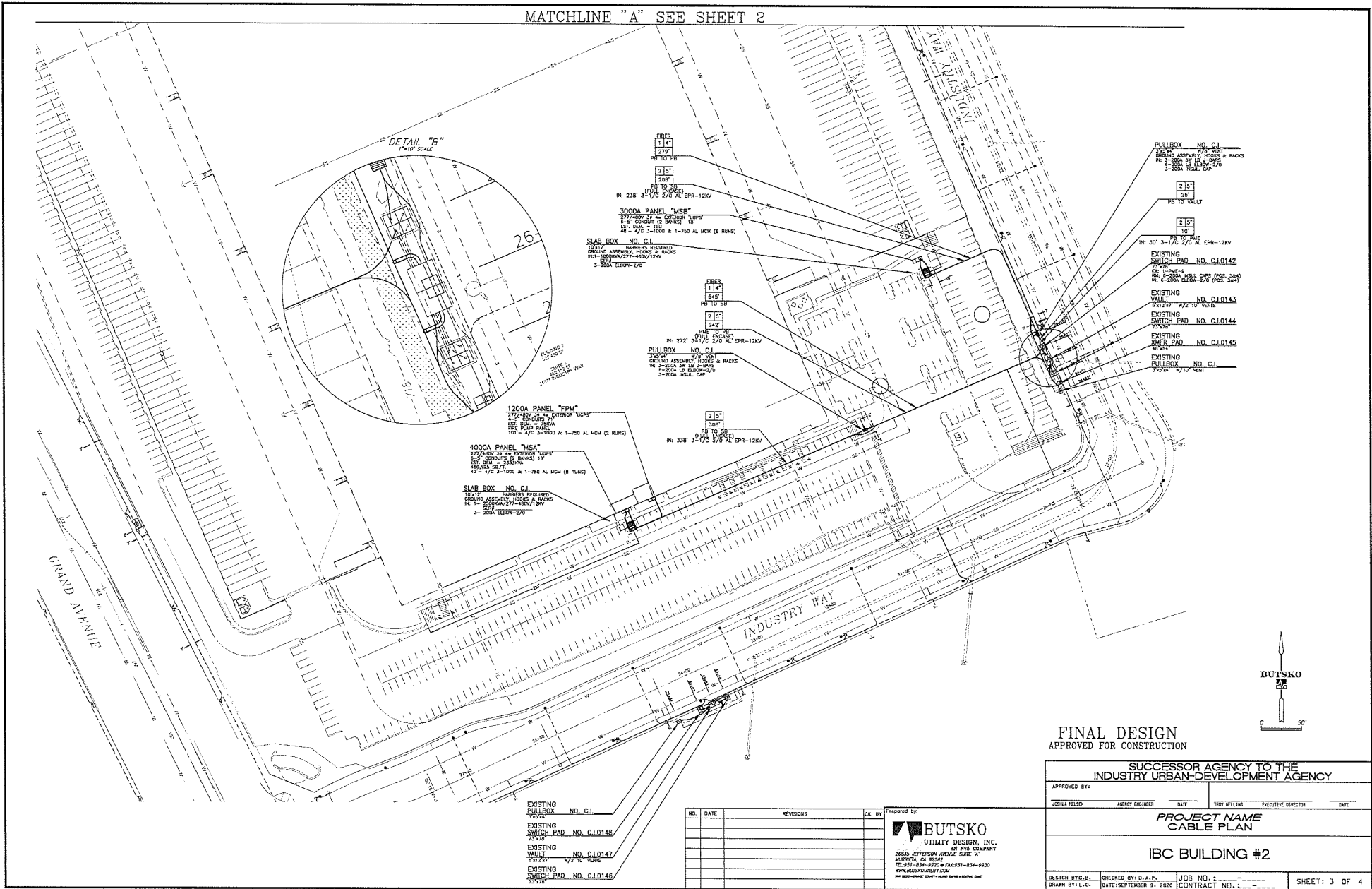
FINAL DESIGN
APPROVED FOR CONSTRUCTION

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY			
APPROVED BY:	DATE:	DATE:	DATE:
JOSHUA NELSON	AGENT ENGINEER	TODD HELLING	EXECUTIVE DIRECTOR
PROJECT NAME CABLE PLAN			
IBC BUILDING #2			
DESIGN BY: G.B.	CHECKED BY: D.A.P.	JOB NO.:	SHEET: 2 OF 4
DRAWN BY: L.L.	DATE: SEPTEMBER 9, 2020	CONTRACT NO.:	

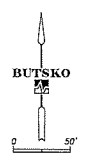
NO.	DATE	REVISIONS	CHK. BY

Prepared by:
BUTSKO
UTILITY DESIGN, INC.
AN IUS COMPANY
26833 JEFFERSON AVENUE SUITE 20
MUNDELE, CA 95050
TEL 951-834-2920 • FAX 951-834-9930
WWW.BUTSKO.COM
© 2020 BUTSKO. ALL RIGHTS RESERVED. COUNTY PLANNING CODE - CONFORMING.

MATCHLINE "A" SEE SHEET 2



IN CITY JURISDICTION OF INDUSTRY PARKING, BUS & RAIL STATIONING, SEE 200 810 000 4 030 IN LETTER IN CITY 2000



FINAL DESIGN
 APPROVED FOR CONSTRUCTION

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY			
APPROVED BY:	DATE:	PROJECT NAME:	DATE:
JOSHUA NELSON		INDUSTRY URBAN-DEVELOPMENT AGENCY	
PROJECT NAME CABLE PLAN			
IBC BUILDING #2			
DESIGN BY: B.C.	CHECKED BY: D.A.P.	JOB NO.:	SHEET: 3 OF 4
DRAWN BY: L.O.	DATE: SEPTEMBER 9, 2020	CONTRACT NO.:	

NO.	DATE	REVISIONS	OK BY

Prepared by:

BUTSKO
 UTILITY DESIGN, INC.
 AN IBC COMPANY
 26835 JEFFERSON AVENUE, SUITE 2
 BAYVIEW, CA 92662
 TEL: 916-834-9229 FAX: 916-834-9930
 WWW.BUTSKOUTILITY.COM

GENERAL NOTES

1. UNLESS OTHERWISE SPECIFIED IN THE WORKING DRAWINGS WHEN FORMING A PART OF THE OPERATIONS, THE CONTRACTOR/DEVELOPER SHALL FURNISH THE FOLLOWING ITEMS AT HIS COST TO THE INDUSTRY PUBLIC UTILITY COMMISSION (IPUC):
 A. CONTRACTOR TO FURNISH AND INSTALL PER SPECIFICATIONS FOR 100-105, 110 AND 102.
 B. CONTRACTOR TO FURNISH AND INSTALL PER SPECIFICATIONS FOR 102-105, 110 AND 102.
 C. CONTRACTOR TO FURNISH AND INSTALL PER SPECIFICATIONS FOR 102-105, 110 AND 102.
 D. CONTRACTOR TO FURNISH AND INSTALL PER SPECIFICATIONS FOR 102-105, 110 AND 102.

2. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF INDEPENDENCE OFFICE, 1101 N. MAIN ST., SUITE 202, CITY OF INDEPENDENCE, MISSOURI, MO. 64601.
 3. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER, DISTRICT CIVIL ENGINEER OFFICE, 1101 N. MAIN ST., SUITE 202, CITY OF INDEPENDENCE, MISSOURI, MO. 64601. INSPECTION SHALL BE MADE 24-HOURS IN ADVANCE AT 7:00 AM TO 5:00 PM.
 4. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (FOR EXHAUST) AND THE LOS ANGELES COUNTY DEPARTMENT (FOR EXHAUST) OF THE PROJECT LOCATION AND THE PROJECT SCOPE OF WORK AT LEAST 48 HOURS PRIOR TO START OF WORK.
 5. AN ORDER BEING TO MARK THE CONTRACTOR SHALL CALL AN INSPECTOR TO VISUALIZE THE PROJECT AND OBTAIN APPROVAL.

6. ALL MANHOLES SHALL BE ALIGNED TO UNIFORM GRADE IN ACCORDANCE WITH SECTION 11-2.1 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 7. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 11-2.1.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY KIND, WHETHER SURFACE OR NOT, TO PROTECT THE SAME FROM DAMAGE OR DISRUPTION DURING THE CONSTRUCTION OF THIS PROJECT AND TO MAINTAIN THE SAME THROUGHOUT THE PROJECT.

9. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.
 10. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.

CONSTRUCTION NOTES:

1. CONDUIT
 A. MANHOLES COVER IN STREET OR PARKWAY IS 30" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 B. MANHOLES COVER ON PRIVATE PROPERTY IS 24" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 C. MANHOLES COVER ON PRIVATE PROPERTY IS 24" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 D. FOR THE TIME OF CONDUIT FOR THIS JOB, SEE USG-100-11.
 E. INSTALL ALL PIPES PER USG-100-110, 102 AND 110.
 F. CAP ALL UNNECESSARY OPENINGS PER USG-100-148 AND SERVICE COUPLER PER USG-100-150.
 G. INSTALL BLANK COVER PIPES IN ALL CONDUIT TRENCHING AND WASTE MANHOLES. PIPES SHALL BE ALL CAP LOCATIONS PER USG-100-11 & USG-102.
 H. ALL MANHOLES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.

2. CONDUIT BANKS
 A. ALL CONDUIT BANKS FOR 1/2" CONDUIT SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.
 B. ALL CONDUIT BANKS FOR 1/2" CONDUIT SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.
 C. ALL CONDUIT BANKS FOR 1/2" CONDUIT SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.

3. EXCAVATION AND BACKFILL
 A. EXCAVATIONS SHALL BE RELATED AND BENCH GRADED TO WITH FOUR INCHES OF FINAL GRADE PRIOR TO INSTALLATION OF CONDUIT OR STRUCTURES.
 B. EXCAVATIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA EXCAVATION SAFETY CODE (WHEN APPLICABLE), AGENCY SPECIFICATIONS, AND ALL GOVERNING LOCAL ORDINANCES.
 C. EACH EXCAVATION SHALL BE A MINIMUM OF THREE FEET DEEP PRIOR TO INSTALLATION OF IPUC CONDUIT OR STRUCTURES.
 D. BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL EXCAVATIONS AND SHALL INCLUDE CRUSHED ROCK, CONCRETE, AND/OR SANDFILL AS REQUIRED.
 E. SANDFILL WITH A MINIMUM OF ONE INCH PER FOOT SAND SHALL BE USED AROUND AND OVER WALLETS AND MANHOLES FOR USG-100-110, 102 AND 110 AND AS REQUIRED PER THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.

4. PAVING
 A. PAVING, WHERE REQUIRED, SHALL BE PLACED IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF PAVING ACCEPTABLE TO THE CALIFORNIA, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO AGENCY.
 B. ALL PAVING SHALL BE CONFORMED TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 C. ALL PAVING SHALL BE CONFORMED TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

5. STRUCTURES
 A. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.
 B. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.
 C. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE CITY OF INDEPENDENCE, MISSOURI, MO. 64601.

6. RETAINING WALLS
 A. ALL RETAINING WALLS SHALL BE PROVIDED BY THE CONTRACTOR. WALLS AND RETAINED MATERIAL SHALL BE MAINTAINED TO A MINIMUM OF 12" ABOVE THE FINISHED GRADE, UNLESS NOTED OTHERWISE.
 B. ALL RETAINING WALLS SHALL BE PROVIDED BY THE CONTRACTOR. WALLS AND RETAINED MATERIAL SHALL BE MAINTAINED TO A MINIMUM OF 12" ABOVE THE FINISHED GRADE, UNLESS NOTED OTHERWISE.
 C. ALL RETAINING WALLS SHALL BE PROVIDED BY THE CONTRACTOR. WALLS AND RETAINED MATERIAL SHALL BE MAINTAINED TO A MINIMUM OF 12" ABOVE THE FINISHED GRADE, UNLESS NOTED OTHERWISE.

7. POINTS
 A. ALL POINTS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR.
 B. ALL POINTS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR.
 C. ALL POINTS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR.

8. SERVICES
 A. UTILITIES AND SERVICES SHALL OPEN UP WITH AGENCY SERVICES REQUIREMENTS.
 B. SERVICES SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES AND APPROVED BY LOCAL INSPECTION AUTHORITIES.
 C. SERVICES SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES AND APPROVED BY LOCAL INSPECTION AUTHORITIES.

9. LOCATION
 A. THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR AGENCY SHALL BE AS SHOWN ON THE WORKING DRAWINGS. NO DEVIATION FROM THE PLANNED LOCATIONS WILL BE PERMITTED UNLESS APPROVED BY THE IPUC INSPECTOR.
 B. ACTUAL LOCATION OF EXCAVATIONS, STRUCTURES, AND/OR OTHER UTILITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 C. ACTUAL LOCATION OF EXCAVATIONS, STRUCTURES, AND/OR OTHER UTILITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

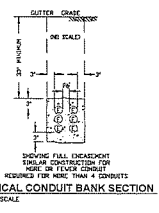
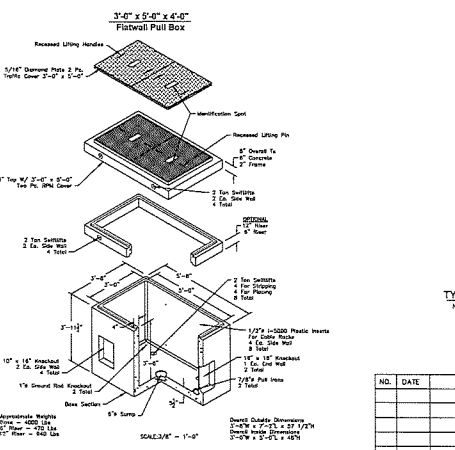
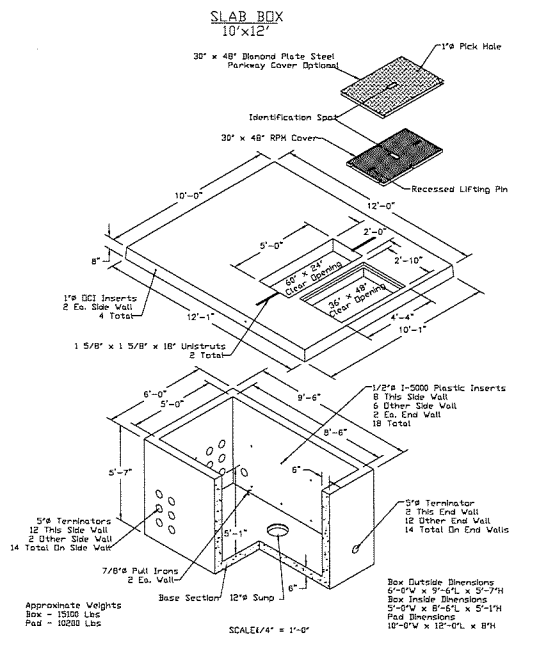
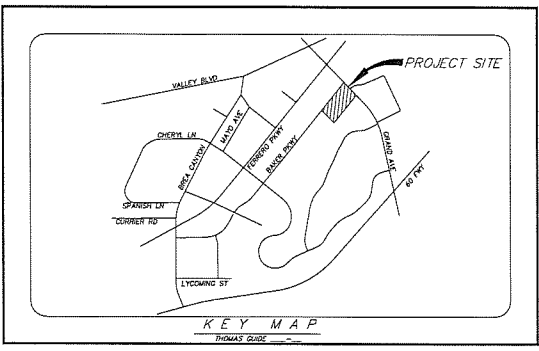
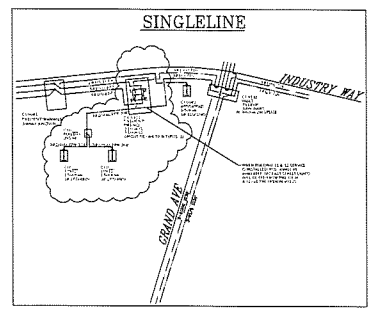
10. CONTRACTOR IS TO VERIFY LOCATION AND RIGHTS OF ALL STRUCTURES AND IMPROVEMENTS PRIOR TO STREET LIFT INSTALLATION, WITH THE APPROPRIATE STREET IMPROVEMENT PLAN, APPROVED STREET SHEDS, AND THE ACTUAL FIELD CONDITIONS.
 11. SURVEY
 A. SURVEYING OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADES, ETC. NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND MANHOLES OR STAKES PLACED PRIOR TO THE START OF THE INSTALLATION. IN ADDITION, CONTRACTOR SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY THE CITY AND PROPERTY LINE STAKES MUST SHOW ANY OTHER MEASUREMENTS.
 B. SURVEYING OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADES, ETC. NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND MANHOLES OR STAKES PLACED PRIOR TO THE START OF THE INSTALLATION.

12. COORDINATION AND SUPERVISION
 A. THE CONTRACTOR SHALL PROVIDE SUPERVISION OVER AND COORDINATION ABOVE THE VARIOUS CONTRACTORS WORKING WITHIN THE PROJECT IN ORDER TO PREVENT DAMAGE TO AGENCY FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIR, RE-ESTABLISHMENT, RELOCATION OR OTHER CORRECTIONS TO FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO OTHERWISE COMPLY WITH THESE SPECIFICATIONS.
 B. THE CONTRACTOR SHALL PROVIDE SUPERVISION OVER AND COORDINATION ABOVE THE VARIOUS CONTRACTORS WORKING WITHIN THE PROJECT IN ORDER TO PREVENT DAMAGE TO AGENCY FACILITIES.

13. TELEPHONE AND OTHER UTILITY REQUIREMENTS
 A. THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF SUCH INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.
 B. THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY.

14. WARRANTY
 A. CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN MEETING CONTRACTOR'S OBLIGATIONS HEREON ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN COMPLIANCE WITH IPUC REQUIREMENTS.
 B. CONTRACTOR'S WARRANTY SHALL COMMENCE UPON RECEIPT BY CONTRACTOR OF IPUC'S FINAL ACCEPTANCE AND SHALL EXPIRE ONE YEAR FROM THAT DATE. CONTRACTOR AGREES TO REPAIR DEFECTS TO THE AGENCY'S SATISFACTION AND THAT AN ENVIRONMENTAL AGENCY HAVING JURISDICTION AND ALL CONTRACTOR'S DEFECTS ARE BEYOND THE WARRANTY PERIOD MAY BECOME APPROPRIATE THROUGH INSPECTION OR OPERATION OF UNDERGROUND ELECTRIC FACILITY BY THE AGENCY DURING THE WARRANTY PERIOD.

15. INSPECTION
 A. INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF WHEN TO START CONSTRUCTION IS REQUIRED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND SERVICES.
 B. INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF WHEN TO START CONSTRUCTION IS REQUIRED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



NO.	DATE	REVISIONS	OK BY	PREPARED BY

BUTSKO
 UTILITY DESIGN, INC.
 AN IPUC COMPANY
 2825 JEFFERSON AVENUE SUITE A
 BARKER, CA 95529
 TEL: 916-834-9920 FAX: 916-834-9930
 WWW.BUTSKO.COM
 400 WEST AVENUE SUITE 1000 BARKER, CALIF. 95529

FINAL DESIGN APPROVED FOR CONSTRUCTION

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

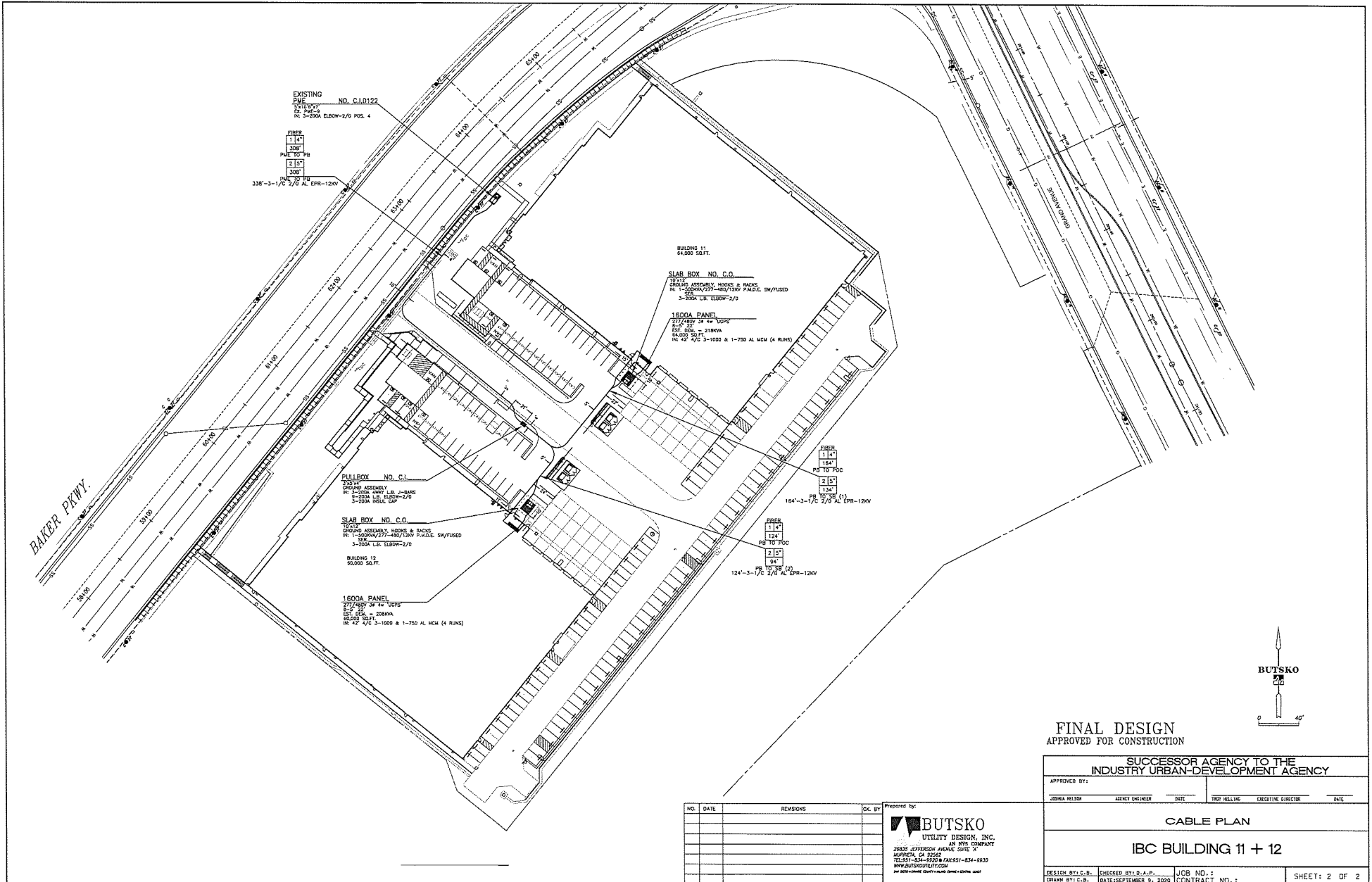
APPROVED BY:

JOSHUA HILSON	AGENCY ENGINEER	DATE	TROY WELLMING	EXECUTIVE DIRECTOR	DATE
---------------	-----------------	------	---------------	--------------------	------

CABLE PLAN

IBC BUILDING 11 + 12

DESIGN BY: C.B. CHECKED BY: D.A.P. JOB NO. C- SHEET: 1 OF 2
 DRAWN BY: C.B. DATE: SEPTEMBER 9, 2020 CONTRACT NO.



FINAL DESIGN
 APPROVED FOR CONSTRUCTION

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY					
APPROVED BY:	AGENCY ENGINEER		DATE	TRF/ HELLING EXECUTIVE DIRECTOR	
JOSUAL NELSON					
CABLE PLAN					
IBC BUILDING 11 + 12					
DESIGN BY: C.B.	CHECKED BY: S.A.P.	JOB NO.:	DATE: SEPTEMBER 9, 2020		CONTRACT NO.:
DRAWN BY: C.B.					SHEET: 2 OF 2

NO.	DATE	REVISIONS	CHK BY

Prepared by:
BUTSKO
 UTILITY DESIGN, INC.
 AN IBC COMPANY
 2833 JEFFERSON AVENUE SUITE 4
 HOUSTON, TX 77006
 TEL: 281-554-9920 FAX: 281-554-9930
 WWW.BUTSKOUTILITY.COM
 AN IBC COMPANY CERT. NO. 00000000000000000000

**IPUC Cabling
Building 11 12 On-Site**

ELECTRIC CABLING & EQUIPMENT - Building 11 & 12 (On-Site Cabling)	QTY		UNIT PRICE	TOTAL
(Includes all necessary traffic control per City requirements, switching, testing, and energizing per IPUC requirements.)				
Labor & Equipment to install: Padmounted Transformer (500 KVA)	2	EA	\$ 2,650.00	\$ 5,300.00
Labor & Equipment to install: 3/C 2/0 EPR Cable, 15KV	640	LF	\$ 9.00	\$ 5,760.00
200A Loadbreak Elbows, 15 KV with Test Points	18	EA	\$ 200.00	\$ 3,600.00
200A Load Break Junction Bars (4 Way), 15 KV	3	EA	\$ 200.00	\$ 600.00
200A Insulating Caps, 15 KV	3	EA	\$ 200.00	\$ 600.00
Ground Assembly, Hooks, & Racking (at each new structure)	3	EA	\$ 750.00	\$ 2,250.00
4/C 3-1,000 & 1-750 AL CLP, 600V (with connections). Service: 4 runs @ 50' each with tails. Building #11 Service.	200	LF	\$ 35.00	\$ 7,000.00
4/C 3-1,000 & 1-750 AL CLP, 600V (with connections). Service: 4 runs @ 50' each with tails. Building #11 Service.	200	LF	\$ 35.00	\$ 7,000.00

TOTAL BID PRICE \$ 32,110.00

**IPUC Cabling
IBC Building 2 On-Site**

ELECTRIC CABLING & EQUIPMENT - IBC Building 2 (On-Site Cabling)	QTY		UNIT PRICE	TOTAL
(Includes all necessary traffic control per City requirements, switching, testing, and energizing per IPUC requirements.)				
Labor & Equipment to install: Padmounted Transformer (1,000 KVA or 2,500 KVA)	2	EA	\$ 2,650.00	\$ 5,300.00
Labor & Equipment to install: 3/C 2/0 EPR Cable, 15KV	910	LF	\$ 9.00	\$ 8,190.00
200A Loadbreak Elbows, 15 KV with Test Points	24	EA	\$ 200.00	\$ 4,800.00
200A Load Break Junction Bars (3 Way), 15 KV	6	EA	\$ 200.00	\$ 1,200.00
Ground Assembly, Hooks, & Racking (at each new structure)	4	EA	\$ 750.00	\$ 3,000.00
4/C 3-1,000 & 1-750 AL CLP 600V (with connections). Service: 8 runs @ 55' each with tails. Service #1 (Main Service).	440	LF	\$ 35.00	\$ 15,400.00
4/C 3-1,000 & 1-750 AL CLP 600V (with connections). Service: 2 runs @ 105' each with tails. Service #2 (Fire Pump Service).	210	LF	\$ 35.00	\$ 7,350.00
4/C 3-1,000 & 1-750 AL CLP 600V (with connections). Service: 6 runs @ 60' each with tails. Service #3 (Future EV Service).	360	LF	\$ 35.00	\$ 12,600.00

TOTAL BID PRICE

\$ 57,840.00

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 6.1



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Moss and Commissioners

FROM: Troy Helling, Public Utilities Director *TH*

STAFF: Joshua Nelson, IPU Engineer
Dev Birla, Operations Manager, CNC Engineering

DATE: December 10, 2020

SUBJECT: Consideration of Resolution No. IPUC 2020-05 A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION ADOPTING THE INDUSTRY PUBLIC UTILITIES RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN, COMPLIANCE PERIOD 3 (2017-2020) PURSUANT TO PUBLIC UTILITIES CODE § 399.30(a) AND AUTHORIZING THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Background:

California Public Utilities Code § 399.30(a) requires all publicly owned electric utilities (“POU”), to “adopt and implement a renewable energy resources procurement plan” that requires the POU to procure a minimum quantity of electricity and/or renewable energy credits (“RECs”) from eligible renewable energy resources, as a percentage of total retail sales.

As directed by Public Utilities Code § 399.30(e), the City Council acting in its capacity as the Industry Public Utilities Commission (“IPUC”) adopted the Renewable Energy Resources Enforcement Program (“RPS Enforcement Program”) on July 11, 2013. See attached Exhibit B. Through the RPS Enforcement Program, the City Council established the initial compliance periods, adopted RPS-eligible procurement targets, and described the framework for how the Industry Public Utilities (“IPU”) would implement its RPS program. Section 2.8 of the RPS Enforcement Program directed the Public Utilities Director to develop and present a Renewable Energy Resources Procurement Plan (“RPS Procurement Plan”) to the City Council.

On October 7, 2015, Governor Brown signed SB 350 into law, adopting an RPS procurement target of 50 percent by 2030, and making various other changes to the RPS Program. On September 10, 2018, Governor Brown signed SB 100 into law, which

increased the 2030 RPS target to 60 percent, and set a statewide goal of meeting all electric load with carbon free resources by 2045. The specific RPS procurement targets set by SB 100 are the following: at least 44 percent by December 31, 2024, 52 percent by December 31, 2027, and 60 percent by December 31, 2030.

Public Utilities Code § 399.30(d)(2)(B) gives the governing board of each POU the authority to establish a cost limitation, which serves as an alternative mechanism for complying with the RPS procurement requirements. Pursuant to this authority, the POU governing board can set a dollar amount limit on RPS procurement expenditures that is set at a level that prevents disproportionate rate impacts for the POU's customers. For a POU that sets a cost limitation, once that POU has spent the amount of the cost limitation, the POU is in compliance with the RPS program.

Discussion:

RPS Procurement Plan Enforcement Program, adopted by the City Council acting in its capacity as IPU on July 11, 2013, will cover the compliance with Compliance Period 1 (2011- 2013). On September 4, 2020, California Energy Commission ("CEC") confirmed via a letter to Troy Helling, Public Utilities Director, that the IPU has complied with the RPS Procurement Requirement for Compliance Period 2 (2014-2016).

The attached IPU RPS Procurement Plan for compliance period 3 adopts procurement requirements consistent with SB 350 and SB 100, provides more recent forecast data, and updates the description of IPU's intended strategy to comply with the RPS Program requirements. This RPS Procurement Plan also provides a methodology for determining a cost limitation and specifies the dollar amount IPU's cost limitation for the third compliance period.

For the third compliance period, IPU will apply a cost limitation, as described in Section 10 of the RPS Procurement Plan. To avoid disproportionate rate impacts for the third compliance period, during the annual budget approval process, IPU will calculate the revenues less expenses (before the incremental cost of procuring electricity products to satisfy the RPS requirements) and identify the funds available from such amount, in addition to funding available from the Public Benefit Programs and California Air Resources Board Emission Trading Program, to concurrently satisfy the applicable RPS requirement and maintain prudent reserves (Cost Limitation Guideline). IPU will not be obligated to expend funds on RPS procurement greater than the Cost Limitation Guideline or RPS procurement targets.

Pursuant to Section 399.30(e) of the Public Utilities Code, the public must be provided with at least 10 days of notice before any meeting is held to make a substantive change to the RPS Enforcement Program. On November 25, 2020, public meeting notice was posted at City Hall, on the IPU's website, and was also published in the San Gabriel Valley Tribune on December 1, 2020.

Fiscal Impact:

There was sufficient funding available from the Public Benefit Programs and California Air Resources Board Emission Trading Program to offset the current year decrease in the fund balance of \$112,300.00 and satisfy the RPS requirements of \$575,566.00 (Account No. 300-161-6414); the cost limitation for Compliance Period 3 is determined to be \$576,566.00.

Recommendation:

Staff recommends that the Industry Public Utilities Commission adopt Resolution No. IPUC 2020-05.

Exhibits:

- A. Resolution No. IPUC 2020-05
- B. RPS Procurement Plan Enforcement, dated July 11, 2013

TH/JN/DB:jf

EXHIBIT A

Resolution No. IPUC 2020-05

RESOLUTION NO. IPUC 2020-05

A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, ADOPTING THE INDUSTRY PUBLIC UTILITIES RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN, COMPLIANCE PERIOD 3 (2017-2020) PURSUANT TO PUBLIC UTILITIES CODE § 399.30(a) AND AUTHORIZING THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Industry (“City”), a municipal corporation, is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, § 9(a) of the California Constitution, Public Utilities Code § 10004, and Government Code § 39732(a) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City operates a municipal electric utility (“Industry Public Utilities” or “IPU”); and

WHEREAS, the Industry Public Utilities Commission (“IPUC”) is the Governing Board for IPU; and

WHEREAS, as a municipal electric utility, IPU is generally subject to the legislative and regulatory requirement applicable to local publicly owned electric utilities (“POUs”); and

WHEREAS, in 2011, the State Legislature passed SBX1-2, effective as of December 10, 2011, requiring governing boards of POUs to adopt and implement, among other things, a renewable energy resources enforcement program that requires POUs, like IPU, to procure a minimum quantity of eligible renewable energy resources over certain periods, subject to cost limitation and other flexible compliance measures adopted by the POUs' respective governing boards; and

WHEREAS, the California Energy Commission adopted regulations specifying procedures for the enforcement of the requirements of SBX1-2 on June 12, 2013, which became effective on October 1, 2013; and

WHEREAS, on October 7, 2015, Governor Brown signed the Clean Energy and Pollution Reduction Act of 2015 (Senate Bill 350 (De Leon) (“SB 350”)), with an effective date of January 1, 2016; and

WHEREAS, on September 10, 2018, Governor Brown signed Senate Bill 100 (De Leon) (“SB 100”), with an effective date of January 1, 2019; and

WHEREAS, SBX1-2, SB 350, and SB 100 require the IPUC to ensure that the amount of eligible renewable energy resources that was procured by IPU for the period

from January 1, 2011 to December 31, 2013 was equal to an average of 20 percent of retail sales; and that IPU must make reasonable progress to ensure that the procurement of eligible renewable energy resources achieves 25 percent of retail sales by December 31, 2016, 33 percent of retail sales by December 31, 2020, 44 percent by December 31, 2024, 52 percent by December 31, 2027, and 60 percent by December 31, 2030; and

WHEREAS, Public Utilities Code § 399.30(a) requires California's POU's to adopt a Renewable Energy Resources Procurement Plan ("RPS Procurement Plan"), and further, Public Utilities Code § 399.30(e) requires POU's to adopt and implement a Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") to enforce the implementation of a POU's RPS Procurement Plan; and

WHEREAS, in accordance with Public Utilities Code § 399.30(e), on July 11, 2013, the City Council, acting in the capacity as IPUC established an RPS Enforcement Program (which established compliance periods, adopted RPS procurement targets, authorized IPU to establish cost limitations on procurement expenditures, and directed the Public Utilities Director to develop and present to the City Council an RPS Procurement Plan); and Renewable Energy Resources Procurement Plan (which established specific procurement targets for each of the compliance periods, specified portfolio balance requirements consistent with Public Utilities Code § 399.16, described IPU's existing and planned procurement activities, forecasted the IPU's retail sales and RPS obligations, adopted rules for excess procurement, and adopted a cost limitation methodology and cost limitation amount); and

WHEREAS, as RPS Procurement Plan Enforcement Program adopted by the City Council acting in its capacity as IPUC on July 11, 2013 will cover the compliance with the Compliance Period 1(2011- 2013), on September 4, 2020 California Energy Commission("CEC") confirmed via a letter to Troy Helling, Public Utilities Director that the IPU has complied with the RPS Procurement Requirements for Compliance Period 2(2014- 2016), its staff has prepared an RPS Procurement Plan for the third compliance period (2017-2020) updating the forecasted retail sales and RPS procurement requirements, providing an updated description of IPU's existing and planned RPS procurement activities, adopting new procurement targets for the fourth, fifth, and sixth compliance periods consistent with SB 350 and SB 100, and revising the information and methodology used for establishing a cost limitation for the third compliance period; and

WHEREAS, Pursuant to Section 399.30(e) of the Public Utilities Code, the public must be provided with at least 10 days of notice before any meeting is held to make a substantive change to the RPS Enforcement Program. On November 25, 2020, public notice was posted at City Hall, on the IPU's website, and was also published in the San Gabriel Valley Tribune on December 1, 2020

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

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

Section 2. The Industry Public Utilities Commission hereby approves and adopts the RPS Procurement Plan, Compliance Period 3 (2017-2020), attached hereto in Exhibit A, and incorporated herein by reference.

Section 3. As authorized by Public Utilities Code § 399.30(d)(2)(B), a cost limitation for procurement expenditures by IPU is hereby approved and adopted, as set forth in Section 10 of the RPS Procurement Plan.

Section 4. Except as to matters specifically reserved for the IPU, the Public Utilities Director or his or her designee is authorized and directed to implement the Industry Public Utilities RPS Procurement Plan, Compliance Period 3 (2017-2020), and to periodically report to the IPUC.

Section 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 6: The Commission Secretary shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Industry Public Utilities Commission at a regular meeting held on December 10, 2020, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

ABSTAIN: COMMISSIONER:

Cory C. Moss, President

ATTEST:

Julie Gutierrez-Robles, Commission Secretary

EXHIBIT A

IPU Renewable Energy Resources Procurement Plan,
Compliance Period 3 (2017-2020)

INDUSTRY PUBLIC UTILITIES (IPU) RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN

Compliance Period 3 (2017-2020)

December 10, 2020

TABLE OF CONTENTS

Section 1.	Policy Statement	3
Section 2.	Definitions	3
Section 3.	RPS Enforcement Program	3
Section 4.	Specified RPS Procurement Targets	3
Section 5.	RPS Procurement Requirements	4
Section 6.	RPS Procurement	6
Section 7.	Forecast of Retail Sales and RPS Compliance Obligations	7
Section 8.	Excess Procurement Rules	8
Section 9.	Delay of Timely Compliance Rules	9
Section 10.	Cost Limitation	10

Section 1. POLICY STATEMENT

California Public Utilities Code § 399.30(a) requires all publicly owned electric utilities (“POUs”), including the Industry Public Utilities or “IPU”), to “adopt and implement a renewable energy resources procurement plan” that requires the POU to procure a minimum quantity of electricity and/or renewable energy credits (“RECs”) from eligible renewable energy resources, as a percentage of total retail sales. This document comprises IPU’s renewable energy resources procurement plan (“RPS Procurement Plan”). This RPS Procurement Plan describes how IPU will achieve its RPS procurement requirements in each compliance period.

Section 2. DEFINITIONS

The definitions set forth in Public Resources Code (“PRC”) § 25741 and Public Utilities Code (“PUC”) § 399.12 are incorporated herein. Capitalized terms in this RPS Procurement Plan, as first identified in parentheses, shall have the meaning given to such term in the body of this RPS Procurement Plan.

Section 3. RPS ENFORCEMENT PROGRAM

As required by PUC § 399.30, the IPU Governing Board adopted the Renewable Energy Resources Program Plan and Enforcement Program (“RPS Enforcement Program”) on May 1, 2013. The RPS Enforcement Program established compliance periods, adopted RPS-eligible procurement targets, and described the framework for how IPU would implement its RPS program. Section 2.6 of the RPS Enforcement Program directed IPU to provide the IPU Governing Board with an updated “Resource Procurement Plan”. Attached hereto is a copy of the RPS Enforcement Program.

Section 4. SPECIFIED RPS PROCUREMENT TARGETS

The RPS Enforcement Program, has general RPS procurement targets for each of the initial three compliance periods. Pursuant to PUC § 399.30(b) and (c), the IPUC adopts and further specifies the RPS procurement targets for Compliance Periods 3, 4, 5, 6, and all subsequent periods as follows:

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020, IPU shall procure sufficient RPS-eligible resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29 percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales). IPU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Compliance Period 4

For the four-year period beginning January 1, 2021 and ending December 31, 2024, IPU shall procure sufficient RPS-eligible resources to equal the sum of the following: (35.75 percent of 2021 retail sales) + (38.5 percent of 2022 retail sales) + (41.25 percent of 2023 retail sales) + (44 percent of 2024 retail sales). IPU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Compliance Period 5

For the three-year period beginning January 1, 2025 and ending December 31, 2027, IPU shall procure sufficient RPS-eligible resources to equal the sum of the following: (46 percent of 2025 retail sales) + (50 percent of 2026 retail sales) + (52 percent of 2027 retail sales). IPU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Compliance Period 6

For the three-year period beginning January 1, 2028 and ending December 31, 2030, IPU shall procure sufficient RPS-eligible resources to equal the sum of the following: (54.67 percent of 2028 retail sales) + (57.33 percent of 2029 retail sales) + (60 percent of 2030 retail sales). IPU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Subsequent Compliance Periods

For each subsequent compliance period, IPU shall procure sufficient RPS-eligible resources to equal an average of 60 percent of retail sales.

Section 5. RPS PROCUREMENT REQUIREMENTS

PUC § 399.30(c)(3), consistent with PUC § 399.16, as implemented by the Energy Commission's RPS Regulations specifies certain procurement requirements that are applicable to "electricity products," which refers to either: (1) electricity and the associated renewable energy credit ("REC") generated by an eligible renewable energy resource; or (2) an unbundled REC.

A. Procurement Associated with Pre-June 2010 Contracts and Ownership Agreements

Pursuant to PUC § 399.16(d), electricity products associated with contracts or ownership agreements that were executed prior to June 1, 2010 and which met certain specified eligibility requirements, must count toward the POU's RPS Procurement Targets without regard to the portfolio content categories ("PCCs").

B. Procurement Associated with Post June 2010 Contracts and Ownership Agreements

Pursuant to PUC § 399.16(b)-(c), as implemented by the Energy Commission’s RPS Regulations, electricity products associated with contracts or ownership agreements that were executed after June 1, 2010 must be classified into the following three PCCs:

PCC1: Electricity products that are procured as bundled and that are associated with an eligible renewable energy resource that either: (1) has its first point on interconnection within a California balancing authority (“BA”); (2) has its first point of interconnection to a distribution system used to serve end users within a California BA; (3) is scheduled into a California BA without substituting electricity from another source; or (4) is dynamically transferred into a California BA.

PCC2: Electricity products that are procured as bundled and that are associated with an eligible renewable energy resource that is located within the WECC but outside of a California BA, and for which the renewable energy is matched with an equal amount of incremental energy that is scheduled into a California BA.

PCC3: All electricity products that are associated with eligible renewable energy resources, but that do not meet the definition of PCC1 or PCC2.

C. Portfolio Balance Requirements Applicable to Procurement Associated with Post June 1, 2010 Contracts and Ownership Agreements

Pursuant to PUC § 399.16(c), as implemented by the Energy Commission’s RPS Regulations, the following portfolio balance requirements are applicable to all electricity products that are credited towards the RPS Procurement Quantity Requirements that are associated with contracts or ownership agreements executed after June 1, 2010:

	Compliance Period 3 and All Subsequent Compliance Periods
PCC1	≥ 75%
PCC2	No Limitation
PCC3	≤ 10%

Section 6. RPS PROCUREMENT

A. RPS Contracts Executed Prior to June 1, 2010

None.

B. RPS Procurement Acquired After June 1, 2010

The City developed a 2-megawatt solar carport and electric vehicle charging facility at the Industry MetroLink station. The City entered into a 20-year power purchase agreement (“PPA”) and beginning in March 2012, Southern California Edison purchased the entire solar output.

IPU had sufficient funding available from the Public Benefit Programs and California Air Resources Board Emission Trading Program to purchase PCC1, PCC2 and PCC3 electricity products to comply with the CP2 and CP3 RPS requirements.

IPU signed a 25-year PPA with AM Wind Repower LLC for the procurement of renewable energy from the Alta Mesa RP27 Wind Energy Center located in Riverside County. The scheduled “Commercial Operation Date” is January 1, 2022, and will interconnect to the California Independent System Operator (“CAISO”) grid as a Full Capacity Deliverability Status resource. The PPA also provides for the option of battery storage at the site. The forecasted first year generation of 18,809 megawatt-hours is 99.3% of the forecasted PCC 1 requirements in Compliance Period 4.

C. Planned RPS Procurement

IPU is currently negotiating a 7 MW photovoltaic PPA. The forecasted first year generation is 17,750 megawatt-hours of renewable energy. The expected “Commercial Operation Date” is December 31, 2022.

Section 7. FORECAST OF RETAIL SALES AND RPS COMPLIANCE OBLIGATIONS

Year	Compliance Period 3				
	2017 Actual	2018 Actual	2019 Actual	2020 Forecast	2017-2020
Retail Sales (MWh)	39,454	38,611	38,714	35,862	152,641
RPS %	27%	29%	31%	33%	
RPS Procurement Requirement (MWh)	10,653	11,197	12,001	11,834	45,685

Year	Compliance Period 4					Compliance Period 5				Compliance Period 6			
	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	2021-2024	2025 Forecast	2026 Forecast	2027 Forecast	2025-2027	2028 Forecast	2029 Forecast	2030 Forecast	2028-2030
Retail Sales (MWh)	39,454	49,823	49,823	49,823	188,923	49,823	49,823	49,823	149,469	49,823	49,823	49,823	149,469
RPS %	35.75%	38.5%	41.25%	44%		46%	50%	52%		54.67%	57.33%	60%	
RPS Procurement Requirement (MWh)	14,105	19,182	20,552	21,922	75,761	22,919	24,912	25,908	73,739	27,238	28,564	29,894	85,696

Notes:

* Individual year targets are for planning purposes only.

Section 8. EXCESS PROCUREMENT RULES

A. The following rules for excess procurement shall apply for Compliance Period 3:

1. IPU may apply excess procurement in one compliance period to a subsequent compliance period, subject to the following limitations:
 - (a) Electricity products that exceed the maximum limit for PCC3, as specified in PUC § 399.16(c), must be subtracted from the calculation of excess procurement.
 - (b) Electricity products procured under contracts of less than 10 years in duration shall be subtracted from the calculation of excess procurement, unless the electricity product meets the grandfathering requirements of PUC § 399.16(d).
2. IPU may begin accruing excess procurement as of January 1, 2011.
3. Excess procurement meeting these requirements may be applied to any future compliance period and shall not expire, subject to the limitation in the following paragraph.
4. Excess procurement that is classified as PCC2 must be used for compliance by no later than Compliance Period 5. Starting in Compliance Period 6, any previously accumulated excess procurement classified as PCC2 will no longer be eligible to count towards the RPS procurement requirements.

B. The following rules for excess procurement shall apply for Compliance Period 4 and all subsequent Compliance Periods:

1. IPU may apply excess procurement in one compliance period to a subsequent compliance period, subject to the following limitations:
 - (a) Electricity products that are classified as PCC2 or PCC3 may not be counted as excess procurement.
 - (b) Electricity products that exceed the maximum limit for PCC3, as specified in PUC § 399.16(c), must be subtracted from the calculation of excess procurement.
2. Excess procurement meeting these requirements may be applied to any future compliance period and shall not expire.

Section 9. DELAY OF TIMELY COMPLIANCE RULES

A. Delay of Timely Compliance Rule

Pursuant to PUC § 399.30(d)(2)(A), and consistent with Section 7 of the RPS Enforcement Program, the IPUC may adopt measures permitting IPU to delay timely compliance with the RPS procurement requirements. IPUC adopts the following delay of timely compliance rules.

If any of the conditions listed below occurs and is beyond the control of IPU and causes IPU to not be reasonably able to comply with the RPS procurement requirements, IPU may delay timely compliance with the RPS procurement requirements.

1. Transmission Constraints

There is inadequate transmission capacity to allow sufficient electricity to be delivered from eligible renewable energy resources, or proposed eligible renewable energy resource projects, to the extent applicable, using the current operational protocols of the BA in which the IPU operates. If IPU owns transmission or has transmission rights, then IPU shall demonstrate that:

- IPU undertook all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources, in light of its expectation for cost recovery.
- IPU took all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.

2. Permitting, Interconnection, or Other Circumstances

Permitting, interconnection, or other circumstance have delayed the procurement of eligible renewable energy resource projects, or there is an insufficient supply of eligible renewable energy resources available to IPU. To utilize this condition, IPU must show that the permitting, interconnection, or other circumstance caused the delay or insufficient supply and that:

- IPU prudently managed portfolio risks, including, but not limited to, holding solicitations for RPS-eligible resources with outreach to market participants and relying on a sufficient number of viable projects to achieve RPS procurement requirements.
- IPU sought to develop either its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources.

- If the cause for delay or insufficient supply was foreseeable, IPU procured an appropriate minimum margin of procurement above the level necessary to comply with the RPS to compensate for foreseeable delays or insufficient supply.
- IPU took reasonable measures to procure cost-effective distributed generation and allowable unbundled RECs.

3. Unanticipated Curtailment

Unanticipated curtailment of eligible renewable energy resources, if the delay of timely compliance would not result in an increase in greenhouse gas emissions.

4. Transportation Electrification

Unanticipated increase in retail sales due to transportation electrification. To utilize this condition, IPU must consider whether transportation electrification significantly exceeded forecasts in IPU's service territory based on the best and most recently available information available to IPU. Further, IPU must take reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.

Section 10. COST LIMITATION

A. Cost Limitation Rule

Pursuant to PUC § 399.30(d)(2)(B), and consistent with Section 2.8 of the RPS Enforcement Program, the IPUC shall rely on the following information to establish a limitation on the procurement expenditures for all RPS-eligible resources:

1. The information contained in this RPS Procurement Plan.
2. Procurement expenditures that approximate the expected cost of building, owning, and operating eligible renewable energy resources.
3. The potential that some planned resource additions may be delayed or canceled.

In developing the cost limitation, the IPUC shall ensure that:

1. The limitation is set at a level that prevents disproportionate rate impacts.
2. The costs of all procurement credited toward achieving the renewables portfolio standard are counted towards the limitation.

3. Procurement expenditures do not include any indirect expenses, including imbalance energy charges, sale of excess energy, decreased generation from existing resources, transmission upgrades, or the costs associated with relicensing any utility-owned hydroelectric facilities.

If the cost limitation is insufficient to support the projected costs of meeting IPU's RPS targets, as specified above, IPU may refrain from executing any further contracts for eligible renewable energy resources, beyond what can be procured within the cost limitation.

B. Relevant Factors and Findings

To determine what cost limitation is necessary to prevent disproportionate rate impacts, the IPUC has considered the following factors and made the following findings:

1. *Economic Conditions*

IPU stimulates the local economy by providing cost-effective rates to local businesses. The sales tax receipts from these local businesses fund essential City services. The COVID-19 pandemic has had negative consequences to the local economy, and lower sales tax receipts.

Finding: The IPUC finds that IPU's cost limitation must be structured and set at a level that avoids further harm to the local economy and limits impacts on local businesses.

2. *Unemployment*

IPU was established to offer competitive electric rates that would attract businesses and employment opportunities for the surrounding communities. State of California Labor Market Information Data Library lists a preliminary 15.1% unemployment rate in the County of Los Angeles as of September 30, 2020.

Competitive electric rates attract new customers and encourage existing customers to remain and expand their facilities. IPU works with businesses to make sure rates are kept at a level that helps them remain competitive.

Finding: The IPUC finds that IPU's cost limitation must be set at a level that does not negatively impact local employment rates.

3. *Customer Make-up*

IPU's customers include hospitality, wholesale, retail, manufacturing and warehouse facilities. Because IPU has a relatively small number of large customers, the loss of any individual customer would result in increases in the cost burden to the remaining customers. This can result from the costs associated with stranded investments, such as long-term contracts for load that no longer exists. Three of IPU's customers consume 38% of retail sales. To the extent that any one of these customers ceases to operate or relocates, IPU's remaining customers would bear the costs of any

stranded investments. Shifting these costs to other customers could have cascading consequences by threatening the viability of other customers.

Finding: The IPUC finds that IPU’s cost limitation must be designed so that it does not overly burden any individual customer class and it protects against rate increases that would threaten the viability of any individual customer.

C. Cost of Full Compliance

The cost of full compliance for Compliance Period 3, reflects completed transactions. The cost of the electricity product for: PCC1 was \$15.50/MWh; PCC3 was \$0.95; and PCC2 was \$6.00. The following table shows the cost of full compliance.

Year	PCC	Formula to Calculate Cost	Compliance Cost
2017	PCC1	10,653 PCC1 RECS x 75% x \$15.50/PCC1 REC	\$123,845
	PCC3	10,653 PCC3 RECS x 10% x \$0.95/PCC3 REC	\$1,012
	PCC2	10,653 PCC2 RECS x 15% x \$6.00/PCC2 REC	\$9,588
2018	PCC1	11,197 PCC1 RECS x 75% x \$15.50/PCC1 REC	\$130,169
	PCC3	11,197 PCC3 RECS x 10% x \$0.95/PCC3 REC	\$1,064
	PCC2	11,197 PCC2 RECS x 15% x \$6.00/PCC2 REC	\$10,080
2019	PCC1	12,001 PCC1 RECS x 75% x \$15.50/PCC1 REC	\$139,516
	PCC3	12,001 PCC3 RECS x 10% x \$0.95/PCC3 REC	\$1,140
	PCC2	12,001 PCC2 RECS x 15% x \$6.00/PCC2 REC	\$10,800
2020	PCC1	11,834 PCC1 RECS x 75% x \$15.50/PCC1 REC	\$137,578
	PCC3	11,834 PCC3 RECS x 10% x \$0.95/PCC3 REC	\$1,124
	PCC2	11,834 PCC2 RECS x 15% x \$6.00/PCC3 REC	\$10,650
Total			\$576,566

Therefore, the estimated cost of full compliance with the Compliance Period 3 RPS Procurement Requirements is \$576,566.00.

D. Expenditures that Will Count Toward the IPU’s Cost Limitation

To determine if IPU’s expenditures have met or exceeded the cost limitation established in this RPS Procurement Plan, IPU will include all direct costs associated with procurement from executed contracts and owned resources. Where applicable, this will include the contract price

multiplied by electricity products delivered during the Compliance Period. For any contract where the associated electricity is resold, IPU will still count towards its Cost Limitation the total cost of the combined electricity and REC.

E. Explanation of How IPU Developed a Cost Limitation Methodology and How Such Cost Limitation Prevents Disproportionate Rate Impacts.

In developing its Cost Limitation methodology, IPU has reviewed the impacts of the factors, findings, and considerations described above. Specifically, IPU has evaluated what the results of IPU incurring the full cost of compliance and the impacts to customers on a rate basis and total bill basis under different scenarios.

To offer competitive electric rates that would attract businesses and employment opportunities for the surrounding communities IPU has limited ability to raise rates. Before raising rates, IPU staff would review the competitiveness of its rates and the rate impact on its customers.

IPU staff has determined that setting the Cost Limitation using the methodology described below is necessary to ensure that IPU can retain existing and attract new customers.

F. Adoption of Methodology for Calculating Cost Limitation for Compliance Period.

To avoid disproportionate rate impacts for Compliance Period 3, the IPUC will require that during the annual budget approval process, IPU will calculate the revenues less expenses (before the incremental cost of procuring electricity products to satisfy the RPS requirements) and identify the funds available from such amount, in addition to funding available from the Public Benefit Programs and California Air Resources Board Emission Trading Program, to concurrently satisfy the applicable RPS requirement and maintain prudent reserves (Cost Limitation Guideline). IPU shall not be obligated to expend funds on RPS procurement greater than the Cost Limitation Guideline or RPS procurement targets.

G. Adoption of Cost Limitation for Compliance Period 3

Pursuant to the methodology for calculating the cost limitation for Compliance Period 3, established above, there was sufficient funding available from the Public Benefit Programs and California Air Resources Board Emission Trading Program, to offset the current year decrease in the fund balance of \$112,300.00 and satisfy the RPS requirements of \$575,566.00; the cost limitation for Compliance Period 3 is determined to be \$576,566.00.

EXHIBIT B

RPS Procurement Plan Enforcement, dated July 11, 2013

**CITY OF INDUSTRY
RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN
& ENFORCEMENT PROGRAM (SBX1 2)**

1. POLICY STATEMENT

California's Renewable Portfolio Standard (RPS) requirements for publically owned utilities (POU) such as the City of Industry (the "City" or "COI"), has been established through dynamic and meaningful legislative and regulatory change over the past ten years. The current law, the California Renewable Energy Resources Act, Senate Bill 2 1st Ex Session ("SBX1 2") requires utilities to achieve 33% RPS by 2020, with interim targets of an average of 20% through 2011-2013 and 25% by 2016 and 33% by 2020. SBX1 2 requires POUs to prepare a renewable energy resources procurement plan and gives the California Energy Commission (CEC) new oversight responsibilities with respect to POUs.

The City of Industry shall work with the CEC to develop a renewable energy resources procurement plan that meets California's legislative intent while taking into consideration the burdensome changes imposed by the most recent legislation, market limitations for small utilities, the impact of RPS on rates and COI's financial resources. The City shall comply with the intent of the statute, some of which are open to interpretation in order to help POUs address their unique circumstances. The governing board's reasonable interpretation of the statute is provided herein. As long as COI's electric utility ("IPUC") acts in accordance with its governing board's reasonable interpretation, CEC should hold IPUC in compliance with SBX1 2.

This document describes IPUC's renewable energy resources procurement plan and enforcement program as required by PUC §399.30(e). The City Council is IPUC's governing board, responsible for adopting, implementing and enforcing the renewable energy resources plan and enforcement program.

2. IPUC RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN

2.1 Renewable Portfolio Standard (RPS) Minimum Targets

Pursuant to SBX1 2 and codified under PUC §399.30, IPUC shall adopt and implement a renewable energy resources procurement plan to procure a minimum quantity of electricity products from eligible renewable energy resources, including renewable energy credits or RECs. The City Council requires IPUC to meet the overall RPS compliance targets specified under PUC §399.30(c)(1&2) for each compliance period. In meeting the targets, IPUC will contract for eligible renewable energy resources on a least cost, best fit basis that takes into account availability of resources, financial feasibility, transmission availability, competitive market availability and other relevant considerations.

IPUC has taken proactive steps to achieve and maintain RPS targets established by prior legislation SB1078 and SB 107. Due to the change in the eligibility of renewable energy caused by SBX1 2, IPUC shall be exempt from the specific portfolio content category percentages defined by PUC §399.16(c) for Compliance Period 1. Consistent with PUC §399.15(b)(5), the legislation authorizes IPUC's governing board, the City Council, to waive specific compliance requirements caused by conditions beyond the control of IPUC. IPUC will however, be required to attain its RPS minimum targets with reasonable progress which IPUC interprets as taking proactive steps in achieving and maintaining the RPS percentage targets required under SBX1 2.

2.2 Reasonable Progress in Renewable Energy Resources Procurement

The original 2002 RPS legislation gave POUs broad flexibility with RPS. Since 2005, the City has initiated broad efforts to procure renewable energy resources including acquiring an ownership interest and developing California based renewable energy resources.

- In December 2005, the City entered into an MOU to acquire a 2 MW interest in a Tehachepi wind energy resource from an independent power producer (IPP). The 2 MW wind resource could meet 20% of IPUC's retail sales. The City was unable to procure the resource due to interconnection issues, inadequate transmission capacity and inability to dynamically schedule 2 MW from an intermittent resource within the CAISO to the City's Point of Receipt.
- In 2009, the City began development of a 2 MW solar carport and electric vehicle (EV) charging project at the Industry MetroLink station. The renewable resource was planned to interconnect within the City's electric distribution system.
- On January 1, 2010, IPUC entered into a 5-year contract with Shell Energy Trading. The power content label of the Shell power supply contains 20% "Eligible Renewable" energy resources, 19% from wind and 1% from small hydroelectric. For

a small utility such as the City whose peak load is approximately 8 MW, the integration of renewable resources within its wholesale power block was the most feasible RPS resource procurement option.

- Because the City had already contracted for 20% of its renewable requirement in its 5-year wholesale contract, on July 26, 2010, the City entered into a 20-year PPA with SCE (RAP ID# 5371) and began selling 100% of the 2 MW solar output to SCE beginning March 2012. At the end of contract term, the IPUC will take the 3,000 MWh/yr RPS supply. The project's EV Charging facilities are energized and an EV Lease Program for commuters shall commence in 2013. Given the explicit flexibility provided by RPS legislation prior to SB 2 (1X), the City's strategy is to reduce its carbon footprint by promoting EV transportation and has invested significant financial resources to install an EV charging infrastructure at MetroLink.

2.3 Grandfathering of Resource

By contracting for "eligible renewable" resources integrated as part of IPUC's power supply until 2015, the City procured the least-cost and best-fit electricity product consistent with PUC§399.16(b). The contracts are renewable and deemed to be eligible for grandfathering. As the grandfathered resources count toward IPUC's RPS targets, they do not need to be consistent with the portfolio content category percentages described in Section 2.4. As content categories had been established after IPUC had contracted for its RPS resources through 2015, for Compliance Period 1, IPUC's RPS procurement is exempt from portfolio content category percentages in Compliance Period 1 consistent with noncompliance waivers set forth in Section 3.2. IPUC must however procure the minimum quantity of eligible renewable energy resources for each compliance period as set forth in PUC §399.15(b)(2)(B). Eligible Renewable Energy Resources ("ERR") shall be certified by the CEC and are defined in PUC §399.12. IPUC must also participate in and comply with the verification and audit process administered by the Energy Commission PUC §399.30(i)(2).

2.4 Portfolio Content Categories ("Buckets")

SB 2 (1X) imposes a "loading order" that requires each provider to acquire a portfolio of renewables comprised of three categories. The three categories of renewable resources (referred to as "buckets") are defined in PUC §399.16(c). The City is a uniquely small POU who cannot access all three categories. To accommodate its market limitations, for the purposes of compliance, the portfolio content categories are defined as follows:

- i) Category 1 - Direct connection to a California balancing authority, scheduling without substitution and dynamically transferred energy. "California Content" (ex. MetroLink PV delivering to CAISO grid at SCE's Walnut substation, scheduled by SCE and integrated in the CAISO markets.)
- ii) Category 2 – Firmed and shaped energy or RECs from eligible resources providing

incremental electricity and scheduled into a CA balancing authority. (ex. Northwest wind power shaped by Bonneville Power Administration delivered to CAISO grid at the California Oregon Border or COB)¹.

- iii) Category 3 – All other renewable resources including unbundled renewable energy credits (RECs) referred to as the “REC Content”.

2.5 Compliance Requirements [PUC§399.30]

IPUC does not establish annual compliance obligations for any specific year within Compliance Periods 1, 2 and 3. However, IPUC has set annual procurement targets that will be used to determine the total Compliance Period Requirements for each Compliance Period. Consistent with PUC §399.30(c)(1&2), IPUC’s RPS procurement requirements for each compliance period are summarized as follows:

2.5.1 Total Compliance Period Requirements

- Compliance Period 1: January 1, 2011 through December 31, 2013. Required to procure 20% of average retail sales throughout the period from eligible renewable energy resources without regard to the categories defined by PUC §399.16(c) and described in Section 2.4 herein.
- Compliance Period 2: January 1, 2014 through December 31, 2016. Required to procure 25% of average retail sales from eligible renewable energy resources by December 31, 2016.
- Compliance Period 3: January 1, 2017 through December 31, 2020. Required to procure 33% of average retail sales from eligible renewable energy resources by December 31, 2020.

2.5.2 Portfolio Content Category Compliance Requirements

IPUC has defined the portfolio content categories specified in PUC §399.16(c) in Section 2.4 of the enclosed Renewable Energy Resources Procurement Plan. Subject to Section 2.4 herein, IPUC shall meet the limits on procurement for the portfolio content categories as described in the table below. IPUC’s governing board may adjust the percentage limitations specified in PUC §399.16(c) for procurement in each category in order to comply with the obligation for a compliance period in which the conditions for waiving compliance established in Section 3.1 would otherwise be invoked. Additionally, IPUC shall determine to which category each procured resource belongs.

¹ BPA integrates highly variable wind energy generated from Northwest wind resources into its Federal Columbia River Hydroelectric System so that a firm, shaped power supply (ex. constant 25 MW power supplied for 16 On-Peak hours per day) can be scheduled in advance and delivered to COB. Here a buyer can procure in advance a firm block of wind energy, despite the highly variable manner that wind energy is actually generated.

IPUC RPS Compliance Requirements

Compl. Period	% Retail Sales	Category 1	Category 2	Category 3
2011 - 2013	20% average	(see §2.3)	25%	75%
2014 - 2016	25% at YE16	≥ 65% ¹	≤20%	≤15%
2017 - 2020	33% at YE20	≥ 75% ¹	≤15%	≤10%

¹ IPUC initial Category 1 RPS Compliance Requirement set equal to Category 1 content requirement set forth in PUC §399.16(c)(1).

2.6 IPUC RPS Procurement Plan Elements

To comply with PUC §399.30(c)(2), IPUC intends to demonstrate reasonable progress in attaining the goals of SBX1 2. IPUC has and will continue its extensive efforts to procure or develop renewable resources. When reviewing its RPS procurement needs, IPUC conducts an assessment of its supply and demand. Each year, IPUC prepares a Power Supply Forecast, which is a forward projection of supply and demand. IPUC's RPS procurement requirements are estimated from the Power Supply Forecast and are summarized in the follow table:

Table 1: IPUC RPS Procurement Requirements

Compl. Period	Year	Peak Demand	Retail Sales	RPS Target	
		MW	MWHs	MWHs	Note
	2010	7.20	27,306		
1	2011	7.26	27,679	16,512	3-yr total
	2012	7.32	27,304		
	2013	7.39	27,577		
2	2014	7.46	27,853	6,963	
	2015	7.54	28,131	7,033	
	2016	7.61	28,413	7,103	YE-2016
3	2017	7.69	28,697	9,470	
	2018	7.77	28,984	9,565	
	2019	7.84	29,274	9,660	
	2020	7.92	29,566	9,757	YE-2020

IPUC's RPS procurement is calculated on a calendar year basis. The RPS percent is calculated based on the total MWHs of renewable resources (procured, contracted or in development) for a calendar year divided by calendar year retail sales. As shown in the above table, the RPS Target for Compliance Period 1 is calculated using the summation of 2011, 2012 and 2013 forecasted retail sales, while the RPS Target for Compliance Period 2 & 3 is calculated annually based on forecasted retail sales.

Attached below is IPUC’s most recent “Resource Procurement Plan”. Pursuant to §399.30(g), IPUC will provide the City Council with an updated “Resource Procurement Plan,” annually.

Table 2: IPUC Resource Procurement Plan Summary

Period	Year	Retail Sales		Non RPS Purchases		RPS Target		
		Pk Dmd MW	Energy MWHs	Forward MWHs per Yr	Spot	Cat 1	Cat 2	Cat 3
1	2013	7.39	27,577	14,750	12,827			15,000
	2014	7.46	27,853	14,750	8,577	4,526	1,393	1,044
2	2015	7.54	28,131	14,750	8,810	4,571	1,407	1,055
	2016	7.61	28,413	12,500	11,296	4,617	1,421	1,065
3	2017	7.69	28,697	12,500	10,905	5,292	1,420	2,757
	2018	7.77	28,984	12,500	10,516	5,967	1,435	2,163
	2019	7.84	29,274	12,500	10,131	6,643	1,449	1,569
	2020	7.92	29,566	12,500	9,749	7,318	1,464	976

IPUC has comprehensively reviewed options to meet its RPS targets. For Compliance Period 1, IPUC’s options to procure renewable resources have been limited. Procuring Category 1 (“Cat 1”) renewable resources has been particularly problematic due to the small quantities required by IPUC, the dynamic scheduling requirement and regulatory uncertainty in characterizing specifications for Category 1 & 2. In Compliance Period 1 the minimum purchase volume for Cat 1 was found to be 25,000 MWHs, 3 times greater than IPUC’s aggregate Cat 1 RPS target for years 2011-13. Contracting for Category 1 resources in the emerging renewable market of Compliance Period 1 has been prohibitively expensive, and would negatively impact rate payers. Similarly, IPUC had contracted to competitively procure Category 2, but the supplier cancelled the supplies negotiated in a term sheet, citing regulatory uncertainty. Category 3 renewable resources are currently available for the small quantities required by IPUC and their pricing is such that they are currently financially viable for the City’s rate payers. Consistent with the noncompliance provisions set forth in §3.2 of this Plan, IPUC has met its RPS Target via Cat 3 purchases for Compliance Period 1 as provided in Table 2.

Looking ahead to Compliance Periods 2 & 3, IPUC believes that it has sufficient time to procure its RPS content category amounts as set forth in PUC §399.16(c). To address its small quantities, IPUC is currently negotiating the procurement for its full period compliance volume, which are closer to minimum RPS transaction volumes required in the marketplace. Concurrent with IPUC’s ongoing solicitation for Category 1, Category 2 and Category 3 renewable resources, IPUC shall work closely with the Southern California Public Power Authority (SCPPA) Renewable Resources Working Group in their

bid solicitation (RFP) process for securing renewable resources. Several times a year, The SCPPA Renewable Resources Working Group sends out RFPs for long term renewable resources. One of the potential SCPPA projects is the development of Tehachapi wind assets, which the City has already initiated discussions and has completed a preliminary review of. IPUC has also initiated efforts to develop rooftop PV on buildings within its service territory and a ground mount PV project located on a parcel that could be interconnected directly with the City's distribution facilities. All PV projects would deliver energy directly to IPUC's distribution facilities.

IPUC shall continue to conduct a thorough analysis of the risk of delay or failure associated with renewable resources contracted or projects under development. Its integrated resource planning (IRP) group shall discuss on a regular basis the viability of contracts or projects.

2.7 Reporting Requirements

Per SBX1 2, IPUC will provide the CEC documentation and reports, as required in PUC §399.30(g) and PUC §399.30(i).

2.8 Banking

Due to minimum RPS contract sizes in the current market relative to IPUC's RPS requirements, IPUC shall likely procure excess RPS resources in order to comply within a particular compliance period. Pursuant to PUC §399.13(a)(4)(B), IPUC can accumulate excess procurement of eligible resources in one compliance period to be applied to any subsequent compliance period.

2.8 Cost Limitations and Constraints [PUC§399.30(d)(3)]

IPUC shall establish specific cost limitations on procurement to ensure that compliance with the RPS standards does not materially increase rates as IPUC has limited ability to raise rates. Before raising rates, IPUC staff reviews the competitiveness of its rates, the rate impact on its customers and obtains input from the public (via sufficient public notice and rate workshops). Only the City Council is authorized to raise rates, who, consistent with PUC §399.15(c), may establish cost limitations for procurement expenditures.

3. ENFORCEMENT PROGRAM

3.1 Enforcement Action

Subject to the conditions for waiving compliance, the City Council may take enforcement action if IPUC fails to meet the compliance obligation for a compliance period as set forth in Section 2.5. In the event that an enforcement action is required, the City Council shall direct the City Engineer to develop and present a plan within 6 months to bring IPUC into compliance.

3.2 Waiver for Noncompliance

IPUC's Governing Board may waive enforcement of a Compliance Period Requirements for a particular compliance period if any of the following conditions occur that prevent compliance and it is demonstrated that IPUC took reasonable actions to comply and the conditions were beyond the control of IPUC:

- Legislative or regulatory actions that change the eligibility of energy already procured or contracted for;
- Permitting, interconnection, or other circumstances that delay procured eligible renewable energy resource projects;
- Inadequate transmission capacity to allow for sufficient electricity to be delivered;
- Unanticipated curtailment of eligible renewable energy resources that limit renewable energy deliveries to IPUC;
- Contract failures or other circumstances that delay procured eligible renewable energy resource projects.
- An insufficient supply of eligible renewable energy available within the cost limitations set forth in Section 2.8.

IPUC intends to comply with SBX1 2. However, as listed above, there may be circumstances that will prohibit IPUC from procuring renewable resources to meet the targets in SBX1 2. In such an instance, IPOUC will request the City Council authority to approve a waiver of compliance, consistent with PUC §399.15(b)(5).