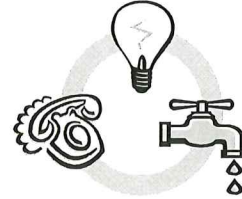


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA  
JUNE 10, 2021 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*

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**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: 520 512 371#. 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, June 8, 2021, 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 are 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 May 27, 2021

*RECOMMENDED ACTION: Ratify the Register of Demands.*

- 5.2 Consideration of the Register of Demands for June 10, 2021

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

- 5.3 Consideration of the minutes of the May 13, 2021 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

- 5.4 Consideration of Amendment No. 2 to the Professional Services Agreement with MBF Consulting, Inc., for engineering design services on Capital Water Improvement projects extending the term through July 9, 2022, and revising the indemnity provisions

*RECOMMENDED ACTION: Approve the Amendment.*

6. **BOARD MATTERS**

- 6.1 Industry Public Utilities 2020 Consumer Confidence Report

*RECOMMENDED ACTION: Receive and file the report.*

- 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.*

- 6.3 Discussion and direction regarding the online certification confirming the City of Industry Waterworks System's compliance with America's Water Infrastructure Act of 2018

*RECOMMENDED ACTION: Authorize the LPVCWD's General Manager to complete the electronic (on-line) certification confirming the CIWS's compliance with America's Water Infrastructure Act (AWIA) of 2018 prior to June 30, 2021.*

7. **CLOSED SESSION**

- 7.1 THREAT TO PUBLIC SERVICES OR FACILITIES, pursuant to Government Code Section 54957

Consultation with La Puente Valley County Water District, General Manager

- 7.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: *City of Industry v. San Gabriel Valley Water & Power, et al., and related cross actions*

Superior Court of California, County of Los Angeles

Case No. 19STCV10150

8. Adjournment. Next regular meeting: Thursday, July 8, 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 May 27, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	65,662.50

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	65,662.50

APPROVED PER CITY MANAGER

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# Industry Public Utilities Commission

## Wells Fargo Electric - Wire Transfers

May 27, 2021

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

105	04/26/2021	INDUSTRY PUBLIC UTILITIES	\$8,629.03
	Invoice	Date	Amount
	04/26/2021	04/26/2021	\$8,629.03
		TRANSFER-PUBLIC BENEFIT CHARGES FOR APRIL	

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Check	Status	Count	Transaction Amount
	Total	1	\$8,629.03

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**May 27, 2021**

Check	Date	Payee Name		Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>10753</b>	05/12/2021	<b>FRONTIER</b>		<b>\$1,750.45</b>
	Invoice	Date	Description	Amount
	2021-00001869	04/28/2021	04/28-05/27/21 SVC - EM-21912 GARCIA LN	\$76.25
	2021-00001870	04/28/2021	04/28-05/27/21 SVC - EM-179 S. GRAND AVE	\$41.95
	2021-00001871	04/28/2021	04/28-05/27/21 SVC - EM-21700 BAKER PKWY BLDG 23	\$57.82
	2021-00001872	05/01/2021	05/01-05/31/21 SVC - GS-21650 VALLEY BLVD	\$57.82
	2021-00001873	05/01/2021	05/01-05/31/21 SVC - GS-21700 VALLEY BLVD	\$61.62
	2021-00001874	05/01/2021	05/01-05/31/21 SVC - VARIOUS GENERATOR SITES	\$1,454.99
<b>10754</b>	05/12/2021	<b>SO CALIFORNIA EDISON COMPANY</b>		<b>\$9,577.72</b>
	Invoice	Date	Description	Amount
	2021-00001875	05/03/2021	04/01-05/01/21 SVC - 208 S WADDINGHAM WAY	\$9,577.72
<b>10755</b>	05/19/2021	<b>FRONTIER</b>		<b>\$377.80</b>
	Invoice	Date	Description	Amount
	2021-00001968	05/04/2021	05/04-06/03/21 SVC - EM-21858 GARCIA LN	\$85.30
	2021-00001969	05/04/2021	05/04-06/03/21 SVC - GS-21620 VALLEY BLVD	\$70.67
	2021-00001970	05/07/2021	05/07-06/06/21 SVC - GS-408 BREA CYN RD	\$34.40
	2021-00001971	05/10/2021	05/10-06/09/21 SVC - GS-747 S. ANAHEIM PUENTE RD	\$187.43
<b>10756</b>	05/19/2021	<b>SOCALGAS</b>		<b>\$50.00</b>
	Invoice	Date	Description	Amount
	2021-00001972	05/10/2021	04/01-05/01/21 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$50.00
<b>10757</b>	05/27/2021	<b>AESI-US, INC.</b>		<b>\$1,540.00</b>
	Invoice	Date	Description	Amount
	2617-04-21	04/30/2021	EVALUATION OF IPUC'S SECUIRTY PLAN	\$1,540.00

**Industry Public Utilities Commission  
Wells Fargo - Electric  
May 27, 2021**

Check	Date	Payee Name		Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>10758</b>	<b>05/27/2021</b>	<b>CNC ENGINEERING</b>		<b>\$10,807.50</b>
	Invoice	Date	Description	Amount
	503001	05/13/2021	REMOTE MONITORING-WADDINGHAM STATION	\$1,385.00
	503002	05/13/2021	CITY ELECTRICAL FACILITES	\$9,422.50
<b>10759</b>	<b>05/27/2021</b>	<b>ENCO UTILITY SERVICES</b>		<b>\$2,565.00</b>
	Invoice	Date	Description	Amount
	IPUC-2021-44319	05/03/2021	CUSTOMER ACCT SVC-MAR 2021	\$2,565.00
<b>10760</b>	<b>05/27/2021</b>	<b>PACIFIC UTILITY INSTALLATION</b>		<b>\$30,365.00</b>
	Invoice	Date	Description	Amount
	23650	04/30/2021	SUBSTATION MAINT	\$441.00
	23651	04/30/2021	SUBSTATION MAINT	\$4,200.00
	23645	04/30/2021	OPERATIONS/MAINT-PACIFIC PALMS	\$944.00
	23739	05/18/2021	OPERATIONS/MAINT FOR IPUC	\$24,780.00

Checks	Status	Count	Transaction Amount
	Total	8	\$57,033.47



*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.2

**INDUSTRY PUBLIC UTILITIES COMMISSION**

**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting June 10, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC ELECTRIC FUND	225,047.06
560	IPUC WATER FUND	20,343.17
TOTAL ALL FUNDS		245,390.23

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPUCEEP.WF.CHK	IPUC EEP WELLS FARGO CK	8,342.23
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	216,704.83
IPUC.CHK	IPUC WATER BOFA CKING	20,343.17
TOTAL ALL BANKS		245,390.23

**APPROVED PER CITY MANAGER**

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**Industry Public Utilities Commission**  
**Wells Fargo - Electric Energy Efficiency Program**  
**June 10, 2021**

Check	Date	Payee Name	Check Amount
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IPUCEEP.WF.CHK - IPUC EEP WELLS FARGO CK

Check	Date	Description	Amount
WT300	05/12/2021	INDUSTRY PUBLIC UTILITIES	\$8,342.23
	Invoice		
	5/12/2021	TRANSFER-REVERSE FUNDS WAS TRANS TWICE IN	\$8,342.23

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Check	Status	Count	Transaction Amount
	Total	1	\$8,342.23

**Industry Public Utilities Commission**

**Wells Fargo Electric - Wire Transfers**

**June 10, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>WT106</b>	05/12/2021		<b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$8,304.89</b>
	Invoice	Date	Description	Amount
	05/12/2021	05/12/2021	TRANSFER-PUBLIC BENEFIT CHARGES FOR FEB 2021	\$8,304.89
<b>WT107</b>	05/12/2021		<b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$7,794.32</b>
	Invoice	Date	Description	Amount
	05/12/2021-A	05/12/2021	TRANSFER-PUBLIC BENEFIT CHARGES FOR MAR	\$7,794.32

Checks	Status	Count	Transaction Amount
	Total	2	\$16,099.21

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**June 10, 2021**

Check	Date			Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
<b>10761</b>	05/26/2021			<b>CALPINE ENERGY SOLUTIONS, LLC</b>	<b>\$152,109.71</b>
	Invoice	Date	Description	Amount	
	211440014613758	05/24/2021	WHOLESALE USE-MAR 2021	\$152,109.71	
<b>10762</b>	05/26/2021			<b>FRONTIER</b>	<b>\$418.52</b>
	Invoice	Date	Description	Amount	
	2021-00001995	05/10/2021	05/10-06/09/21 SVC - GS-21640 VALLEY BLVD	\$57.82	
	2021-00001996	05/10/2021	05/10-06/09/21 SVC - EM-21808 GARCIA LN	\$76.25	
	2021-00001997	05/10/2021	05/10-06/09/21 SVC - EM-21508 BAKER PKWY BLDG 22	\$57.82	
	2021-00001998	05/16/2021	05/16-06/15/21 SVC - GS-208 OLD RANCH RD	\$54.74	
	2021-00001999	05/19/2021	05/19-06/18/21 SVC - EM-21438 BAKER PKWY BLDG 25	\$57.82	
	2021-00002000	05/19/2021	05/19-06/18/21 SVC - EM-21415 BAKER PKWY	\$57.82	
	2021-00002001	05/19/2021	05/19-06/18/21 SVC - GS-21660 VALLEY BLVD	\$56.25	
<b>10763</b>	06/02/2021			<b>FRONTIER</b>	<b>\$253.51</b>
	Invoice	Date	Description	Amount	
	2021-00002030	05/22/2021	05/22-06/21/21 SVC - GS-21858 VALLEY BLVD	\$61.62	
	2021-00002031	05/25/2021	05/25-06/24/21 SVC - EM-21760 GARCIA LN	\$76.25	
	2021-00002032	05/25/2021	05/25-06/24/21 SVC - EM-21535 BAKER PKWY BLDG 20	\$57.82	
	2021-00002033	05/22/2021	05/22-06/21/21 SVC - EM-21733 BAKER PKWY BLDG 21	\$57.82	
<b>10764</b>	06/02/2021			<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$11,154.88</b>
	Invoice	Date	Description	Amount	
	7501265454	05/28/2021	04/01-04/30/21 SVC - 133 N. AZUSA AVE	\$1,860.71	
	7501265455	05/28/2021	04/01-04/30/21 SVC - 208 S. WADDINGHAM WAY	\$8,266.71	
	7501265444	05/28/2021	04/01-04/30/21 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46	

**Industry Public Utilities Commission  
Wells Fargo - Electric  
June 10, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>10765</b>	06/10/2021		<b>ASTRUM UTILITY SERVICES, LLC</b>	<b>\$15,100.00</b>
	Invoice	Date	Description	Amount
	052101	06/01/2021	CONSULTING FOR IPUC-MAY 2021	\$15,100.00
<b>10766</b>	06/10/2021		<b>CALIF MUNICIPAL UTILITIES ASSOCIA'</b>	<b>\$4,799.00</b>
	Invoice	Date	Description	Amount
	20-0145	05/10/2021	ELECTRIC UTILITY MEMBERSHIP FY 21/22	\$4,799.00
<b>10767</b>	06/10/2021		<b>CNC ENGINEERING</b>	<b>\$13,285.00</b>
	Invoice	Date	Description	Amount
	503084	05/27/2021	IPUC ELECTRICAL CAPITAL IMPROVEMENTS AT IBC	\$700.00
	503085	05/27/2021	REMOTE MONITORING-WADDINGHAM STATION	\$645.00
	503086	05/27/2021	CITY ELECTRICAL FACILITES	\$11,940.00
<b>10768</b>	06/10/2021		<b>NV5, INC.</b>	<b>\$3,485.00</b>
	Invoice	Date	Description	Amount
	211127	05/01/2021	UTILITY ENG SVC-MAR 2021	\$3,485.00

Checks	Status	Count	Transaction Amount
	Total	8	\$200,605.62

**Industry Public Utilities Commission  
Bank of America - Water  
June 10, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>				
<b>40498</b>	05/19/2021		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$13,930.12</b>
	Invoice	Date	Description	Amount
	2021-00001967	05/05/2021	04/01-04/29/21 SVC - 1991 WORKMAN MILL U	\$13,930.12
<b>40499</b>	06/10/2021		<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>	<b>\$1,500.00</b>
	Invoice	Date	Description	Amount
	JUN-21	05/24/2021	REPLENISH PAYROLL ACCOUNT FOR JUNE 2021	\$1,500.00
<b>40500</b>	06/10/2021		<b>ROWLAND WATER DISTRICT</b>	<b>\$4,913.05</b>
	Invoice	Date	Description	Amount
	I-04/30/2021-A	04/30/2021	CONTRACT SVC - APRIL 2021	\$3,928.85
	I-04/30/2021-B	04/30/2021	CONTRAT SVC - APRIL 2021	\$984.20

Checks	Status	Count	Transaction Amount
	Total	3	\$20,343.17

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.3



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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 13, 2021  
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**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 8:30 a.m., telephonically using Conference Call Number 657-204-3264, Conference ID: 633 059 714#.

**FLAG SALUTE**

The flag salute was led by President Moss.

**ROLL CALL**

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

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

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 22, 2021**

*RECOMMENDED ACTION:* *Ratify the Register of Demands.*

**5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 13, 2021**

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

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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 13, 2021  
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**5.3 CONSIDERATION OF THE MINUTES OF THE FEBRUARY 11, 2021 REGULAR MEETING, MARCH 11, 2021 REGULAR MEETING, APRIL 8, 2021 REGULAR MEETING, AND THE APRIL 22, 2021 SPECIAL MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**5.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RICHARD HEATH AND ASSOCIATES, INC. FOR ENGINEERING SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2024, AND REVISING THE INDEMNITY PROVISIONS (MP 02-05A)**

*RECOMMENDED ACTION:* *Approve the Amendment.*

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 GEO-ADVANTEC, INC. FOR GEOTECHNICAL MONITORING AND TESTING SERVICES FOR 3RD AVENUE, STARHILL LANE, DON JULIAN ROAD, AND BASETDALE AVENUE WATERLINE IMPROVEMENTS IN AN AMOUNT NOT-TO-EXCEED \$19,645.00 (CIP-WU-P-19-057-B)**

*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:

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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 13, 2021  
PAGE 3

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

**6.2 INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT  
(JANUARY – MARCH 2021)**

*RECOMMENDED ACTION: Receive and file the report.*

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

MOTION BY PRESIDENT MOSS, AND SECOND BY COMMISSIONER GREUBEL 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 8:39 a.m.

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CORY C. MOSS  
PRESIDENT

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JULIE ROBLES  
SECRETARY

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.4



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** Honorable President Moss and Commissioners

**FROM:** Troy Helling, Public Utilities Director *TH*

**STAFF:** Joshua Nelson, IPU Engineer *JN*  
Sean Nazarie, Sr. Project Manager, CNC Engineering

**DATE:** June 10, 2021

**SUBJECT:** Consideration of Amendment No. 2 to the Professional Services Agreement with MBF Consulting, Inc., for engineering design services on Capital Water Improvement projects extending the term through July 9, 2022, and revising the indemnity provisions

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### **Background:**

On April 11, 2019, the City Council approved a Professional Services Agreement (“Agreement”) with MBF Consulting, Inc. (“MBF”) to provide the plans, specifications, estimates and construction support for the various capital water projects. The projects include waterline improvements on 3rd Avenue and Starhill Lane, south of Lomitas Avenue, Don Julian Road between Basetdale and Orange Blossom Avenue and 4<sup>th</sup> Avenue and Trailside Drive, south of Lomitas Avenue.

On June 9, 2020, the Commission approved Amendment No. 1, assigning the Agreement to the IPU, as the services are being funded by the IPU. Additionally, the term of the Agreement was extended through July 9, 2021, to allow MBF to continue providing services.

### **Discussion:**

The Agreement is set to expire on July 9, 2021, and the capital water projects are still ongoing. The waterline improvements on 3rd Avenue and Starhill Lane, south of Lomitas Avenue and Don Julian Road between Basetdale and Orange Blossom Avenue is about to start construction and the waterline project on 4th Avenue and Trailside Drive is in the early stages of design. Staff recommends approving Amendment No. 2 to extend the term through July 9, 2022, and include language requiring indemnity specific to independent contractors.

### **Fiscal Impact:**

There is no additional fiscal impact for Amendment No. 2 as sufficient budget remains on the contract (Account No. 161-300-5120.01)

**Recommendation:**

Staff recommends the Commission approve Amendment No. 2 to the Professional Services Agreement with MBF Consulting, Inc.

**Exhibit:**

- A. Amendment No. 2 to the Professional Services Agreement with MBF Consulting, Inc., dated June 10, 2021
- 

TH/JN/SN:jf

**EXHIBIT A**

Amendment No. 2 to the Professional Services Agreement with MBF Consulting, Inc.,  
dated June 10, 2021

[Attached]

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
MBF CONSULTING, INC.**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of June, 2021, (“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 MBF Consulting, Inc., a California Corporation, (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about April 11, 2019, the Agreement was entered into and executed between the City of Industry and Consultant to provide engineering design services for capital water improvement projects in the amount of \$95,000.00; and

**WHEREAS**, on or about June 9, 2020, the IPU approved Amendment No. 1 to assign the Agreement to the IPU, as the services are now being funded by the IPU, and to extend the term of the Agreement through July 9, 2021; and

**WHEREAS**, the Agreement is set to expire on July 9, 2021, and as the projects are ongoing, an extension of the term through July 9, 2022 is needed to allow Consultant to continue providing engineering design services and it is also necessary to include language requiring indemnity specific to independent contractors; 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 as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**1. TERM**

Section 1, Term, is hereby revised to read in its entirety as follows:

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 July 9, 2022, unless sooner terminated pursuant to the provisions in the Agreement.

**9. INDEPENDENT CONSULTANT**

Section 9(c) is hereby added to read in its entirety as follows:

Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory



proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 9(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

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

**"IPU"**  
**Industry Public Utilities**

**"CONSULTANT"**  
**MBF Consulting, Inc.**

By: \_\_\_\_\_  
Troy Helling, Public Utilities Director

By: \_\_\_\_\_  
Michael Fakhar, Principal

**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 MBF CONSULTING, INC.**

**(DATED APRIL 11, 2019)**

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 11, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and MBF Consulting, Inc. a California corporation, ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, City 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, City and Consultant agree as follows:

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 10, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

(b) City 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 City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering services for IPUC Water Improvements, 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) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City 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 City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

### **3. MANAGEMENT**

City Manager shall represent the City 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 AND CONDITIONS**

(a) The City 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 Ninety-Five Thousand Dollars (\$95,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed.

Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City 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.

(d) City is to provide as set forth in Exhibit A – Construction Support Services Exclusions: Topographic Survey and Base Map Preparation, Utility Investigation, Permits, and Traffic Control Plans. Project topographic survey and the base map in CAD format shall accurately reflect the existing project site conditions, including, but not limited to, the above ground features, as well as, existing wet and dry utilities necessary for project design.

City warrants and guarantees the accuracy of all materials provided to Consultant.

Consultant makes no warranties express or implied, or guarantees as to the accuracy of materials provided to it by the City, including, but not limited to the above mentioned Topographic Survey or Base Map, Utility Locations, Permits, Traffic Control Plans, and any Work Product derived therefrom.

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

(a) The City or Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other, (Consultant or the City), respectively, 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 City 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 City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City 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 City 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 City or its designees at reasonable times to review such books and records;

shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

## **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, (including, without limitation, California Civil Code Section 2782 and 2782.8 ) for "Licensed Design Professionals", Consultant shall, defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) to the proportionate extent arising out of, or pertaining to, or relating to, those negligent acts, errors or omissions, or recklessness, or willful misconduct, of Consultant, its officers, agents, or employees, or out of Consultant's breach of its obligations in the performance of professional services under this Agreement.

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

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

part the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

Payment by City is not a condition precedent to enforcement of this indemnity.

## **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 City 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 City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City 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 City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

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

**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 City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City 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 City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City 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 City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	MBF Consulting, Inc. 22321 Birchleaf Mission Viejo, CA 92692 Attention: Michael Fakhar, Principal

**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 City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City 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 City 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 City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City 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 City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

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

The City 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 City 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 City 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

**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.

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

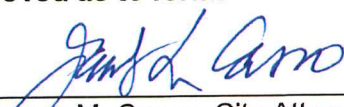
**"CITY"**  
**City of Industry**

**"CONSULTANT"**  
MBF Consulting, Inc.

By:   
\_\_\_\_\_  
Troy Helling, City Manager

By:   
\_\_\_\_\_  
Michael Fakhar, Principal

**Attest:**  
  
By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**Approved as to form:**  
  
By: \_\_\_\_\_  
James M. Casso, City Attorney

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

EXHIBIT A  
SCOPE OF SERVICES

Consultant will provide design and construction support services for various waterline improvement projects throughout the City of Industry.

**Plans**

Using base maps to be provided by the City, Consultant will redline the proposed water line improvements based on the City of Industry and La Puente Valley County Water District design standards and requirements and with sufficient notes and details for construction of the water lines and submit them to the City Engineer. Consultant will subsequently back-check and review CAD drawings of the marked up plans (redlines) and will submit all review comments to the City Engineer. The base map provided by others shall accurately reflect the location of existing site features and improvements including dry and wet utilities, necessary for designing the proposed pipeline.

**Special Provisions**

Consultant will provide all necessary special provision for construction of the water line improvements and submit electronic copies to the City Engineer.

**Estimates**

Consultant will prepare an itemized estimate of quantities along with a statement of construction cost with estimated unit costs for each item.

**Utility Coordination**

Using available record drawings of existing utilities to be provided by others, Consultant will provide solutions to any utility conflicts.

**Respond to Plan Check Comments**

Consultant will be available to respond to plan check comments on items related to its design.

**Construction Support Services**

Consultant will be available to respond to questions during the bidding and construction phase.

Exclusions:

1. Topographic Survey and Base Map Preparation
2. Utility Investigation
3. Permits
4. Traffic control plans

**SCOPE OF SERVICES ARE FOR THE FOLLOWING CAPITAL IMPROVEMENT PROJECTS:**

1. **Don Julian & Basetdale Waterline Improvement**  
Construct approximately 900 feet of 10-inch Ductile Iron Pipe on Don Julian Rd. to loop distribution system to Basetdale Ave. increase fire flow and supply reliability to the surrounding area.
2. **4th Avenue & Trailside Waterline Improvements**  
Construct approximately 1,950 feet of 8-inch Ductile Iron Pipe on 4th Ave. to loop distribution system to Trailside Dr. and increase fire flow and reliability to the surrounding area.
3. **Starhill Lane & 3rd Avenue Waterline Improvements**  
Replace approximately 520 feet of 4-inch Steel on Starhill Ln. with 8-inch Ductile Iron Pipe (DIP) due to historical leak frequencies. Replace 913 feet of 6-inch & 8-inch Steel on 3rd Ave. with 8-inch DIP to improve Fire Flow deficiencies. Construct approximately 420 feet of 8-inch Ductile Iron Pipe to loop distribution system on 3rd. Ave. with Loumont St. and increase fire flow to the surrounding area.
4. **Tonner Canyon Water System Analysis and Design Services**
5. **Other Miscellaneous Projects as Needed and Requested by the City Engineer**

EXHIBIT B  
RATE SCHEDULE

Principal                      \$255.00/hour

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, 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 City.

**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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

**Proof of insurance.** Consultant shall provide certificates of insurance to City 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 City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City 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 City 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, 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 City, 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 City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City 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 City 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 City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City 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 City 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 City 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 City for review.

**City's right to revise specifications.** The City 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 City and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City 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 City.

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

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

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.1

# Memo



To: Industry Public Utilities Commission  
From: Roy Frausto, General Manager  
Meeting Date: June 10, 2021  
Subject: Industry Public Utilities 2020 Consumer Confidence Report

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## ***Summary***

In 1996, Congress amended the Safe Drinking Water Act by requiring water systems to deliver an annual water quality report in the form of a consumer confidence report (CCR) to all its customers, similarly to the Annual Water Quality Report (AWQR) that California water systems began distributing in 1990. However, the CCR calls for specific and detailed regulatory requirements in terms of content and format as opposed to those for the AWQR. The CCR includes information on source water, levels of any detected contaminants, and compliance with drinking water regulations along with brief educational material. Every community water system must prepare, distribute, and ensure that its customers receive a report containing all required content. The reports are based on calendar-year data and must be delivered to consumers annually by July 1<sup>st</sup> of the following year.

In 2013, the US EPA and the State Water Resources Control Board Division of Drinking Water (DDW) began allowing community water systems to distribute the CCR electronically. DDW provides guidance on the delivery methods to ensure all consumers of a community water system have access to the CCR. One method to ensure all consumers have access is to mail each customer a notification that the CCR is available and include in the notice the direct website link (URL) to the CCR on a publicly available site on the internet where it can be viewed.

Enclosed is the draft Industry Public Utilities 2020 CCR. As expected, the drinking water provided in 2020 by the Industry Public Utilities met all Federal and State drinking water standards. Any customer wishing to receive a hard copy of the CCR will be mailed one upon request. In addition, a Spanish translated CCR will be posted online and hard copies will also be made available upon request.

## ***Recommendation***

Receive and file the Industry Public Utilities' 2020 Consumer Confidence Draft Report.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be "Roy Frausto".

General Manager

La Puente Valley County Water District

## ***Enclosure***

- Draft Industry Public Utilities 2020 CCR



# 2020

## CONSUMER CONFIDENCE REPORT



### COMMITTED TO WATER QUALITY: ABOUT THE CCR

Industry Public Utilities is committed to keeping our customers informed about the quality of the safe, reliable drinking water we provide to your homes 24/7 and meets or exceeds all state and federal standards.

Our 2020 Consumer Confidence Report (CCR) is an annual drinking water quality report that the Safe Drinking Water Act requires public water systems to provide to its customers and includes important information on where our water comes from and the quality of your water.

For information or questions regarding this report, please contact [Roy Frausto, \(626\) 336-1307](tel:626-336-1307).

Este informe contiene información muy importante sobre su agua de beber. Tradúzcalo o hable con alguien que lo entienda bien. Para más información o preguntas con respecto a este informe, póngase en contacto con el [Sr. Roy Frausto, \(626\) 336-1307](tel:626-336-1307).

此報告包含有關您的飲用水的重要信息。可以翻譯此報告或與了解它的人交談。

这报告包含有关您的饮用水的重要信息。可以翻译此报告或与了解它的人交谈。

### COMMISSION

Cory C. Moss, *President*

Catherine Marcucci, *Commissioner*

Mark Radecki, *Commissioner*

Newell W. Ruggles, *Commissioner*

Michael Greubel, *Commissioner*

MEETINGS HELD 2<sup>ND</sup> THURSDAYS OF EACH MONTH AT 8:30 A.M.  
LOCATION: 15651 EAST STAFFORD ST., INDUSTRY







## OUR WATER SOURCES

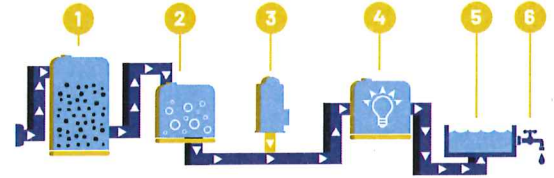
**INDUSTRY PUBLIC UTILITIES** relies on local groundwater for our water supply. Our top priority is ensuring this groundwater is safely treated to meet some of the highest water quality standards in the world.

Industry Public Utilities' water system is operated and managed by the La Puente Valley County Water District. During 2020, Industry Public Utilities' water supply came from San Gabriel Valley Water Company (SGVWC), La Puente Valley County Water District (LPVCWD) wells and the City of Industry Well No. 5 (all located within the Main San Gabriel Groundwater Basin).

The majority of the water delivered to customers through the water system undergoes a significant treatment process. The treatment systems are designed to treat specific types of contaminants. This process is monitored closely and the water is sampled regularly.



## HOW WE TREAT YOUR WATER



1. Granular Activated Carbon Filled (GAC) Vessels remove VOCs to below detection levels.
2. A single pass ion exchange system uses resin specifically manufactured to remove perchlorate.
3. A hydrogen peroxide injection system injects hydrogen peroxide in preparation for the UV reactors.
4. UV reactors treat for NDMA and 1, 4-Dioxane.
5. Water exiting the facility is chlorinated to provide a disinfectant residual in the water system.
6. Treated water then enters the water system and is delivered to your home.



## DRINKING WATER SOURCE ASSESSMENT

In accordance with the Federal Safe Drinking Water Act, an assessment of the drinking water sources for SGVWC was completed in October 2008. The goal of this assessment was to identify types of activities in the proximity of our drinking water sources that could pose a threat to the water quality. The assessment concluded SGVWC's water sources are most vulnerable to contaminants from the following activities or facilities, including leaking underground storage tanks (known as contaminant plumes); hardware/lumber/parts stores; hospitals; gasoline stations; above ground storage tanks; spreading basins; storm drain discharge points; and transportation corridors, such as freeways and state highways.

An assessment of the drinking water sources for LPVCWD was updated in March 2008. The assessment concluded LPVCWD's water sources are most vulnerable to contaminants from the following activities or facilities, including leaking underground storage tanks (known as contaminant plumes), high-density housing and transportation corridors, such as freeways and state highways. LPVCWD and SGVWC perform thousands of water quality tests per year to ensure our water meets or exceeds state and federal standards.

**REQUEST A SUMMARY OF THE LPVCWD OR SGVW ASSESSMENT BY CONTACTING ROY FRAUSTO AT 626-336-1307.**



## PRECAUTIONS FOR IMMUNO-COMPROMISED PEOPLE

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised people, such as those with cancer taking chemotherapy, people who have undergone organ transplants, those with HIV/AIDS or other immune system disorders, the elderly and infants, can be particularly at risk from infections. Immuno-compromised people should seek advice about drinking water from their health care providers.

US-EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline: 1-800-426-4791.



# ABOUT YOUR DRINKING WATER: SAMPLING RESULTS



Your drinking water is tested thousands of times per year to ensure it meets or exceeds all state and federal drinking water standards. Our water is tested by certified professionals and laboratories to ensure the highest levels of safety.

## Important information about the tables in this report:

- Tables show the average and range of concentrations of the constituents tested during the 2020 calendar year.
- The state allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently.
- Unless otherwise noted, the data in this table are from the testing performed from Jan. 1 to Dec. 31, 2020.
- The table lists all the contaminants detected in your drinking water that have federal and state drinking water standards.
- Detected unregulated contaminants of interest are also included.

## INFORMATION ABOUT DRINKING WATER CONTAMINANTS

Drinking water sources (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As the water travels over the surface of the land or through the ground, the water dissolves naturally occurring minerals – sometimes including radioactive material – and can also pick up substances resulting from the presence of animals and human activity.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **USEPA's Safe Drinking Water Hotline, 1-800-426-4791**.

### Natural contaminants present in source water prior to treatment may include:

**Microbial contaminants:** Such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.

**Inorganic contaminants:** Such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

**Pesticides and herbicides:** That may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.

**Organic chemical contaminants:** Including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gasoline stations, urban stormwater runoff, agricultural application, and septic systems.

**Radioactive contaminants:** Can be naturally occurring or be the result of oil and gas production and mining activities.

## CONTAMINANTS IN DRINKING WATER

### NITRATE ADVISORY

At times, nitrate in your tap water may have exceeded half the MCL, but it was never greater than the MCL. The following advisory is issued because in 2020, the District recorded a nitrate measurement in its treated drinking water above half the nitrate MCL. Nitrate in drinking water at levels above 10 milligrams per liter (mg/L) is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.

### LEAD AND DRINKING WATER

Regulations require local water agencies to test for lead at all K-12 schools constructed before 2010. K-12 schools (total of 2) within the boundaries of the IPU water system were sampled and tested for lead in 2018. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing.

IPU is responsible for providing high-quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the **Safe Drinking Water Hotline, 1-800-426-4791, or [epa.gov/lead](https://www.epa.gov/lead)**.

## WATER QUALITY STANDARDS, DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The chart in this report shows the following types of water quality standards:

**MAXIMUM CONTAMINANT LEVEL (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

**MAXIMUM RESIDUAL DISINFECTANT LEVEL (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**PRIMARY DRINKING WATER STANDARD (PDWS):** MCLs, MRDLs and treatment techniques (TTs) for contaminants that affect health, along with their monitoring and reporting requirements.

**REGULATORY ACTION LEVEL (AL):** The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

**NOTIFICATION LEVEL (NL):** NLS are health-based advisory levels established by the State Board for chemicals in drinking water that lack MCLs. When chemicals are found at concentrations greater than their NL, certain requirements and recommendations apply.

The chart in this report includes three types of water quality goals:

**MAXIMUM CONTAMINANT LEVEL GOAL (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

**MAXIMUM RESIDUAL DISINFECTANT LEVEL GOAL (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**PUBLIC HEALTH GOAL (PHG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

**TREATMENT TECHNIQUE (TT):** A required process intended to reduce the level of a contaminant in drinking water.



# INDUSTRY PUBLIC UTILITIES · YEAR 2020 WATER QUALITY TABLE

CONSTITUENTS AND (UNITS)	MCL	PHG or (MCLG)	DLR	TREATED WATER		TYPICAL SOURCE OF CONTAMINANT
				AVERAGE [1]	RANGE (MIN-MAX)	
<b>PRIMARY DRINKING WATER STANDARDS - Health-Related Standards</b>						
<b>INORGANIC CHEMICALS</b>						
Arsenic (µg/l)	10	0.004	2	2.29	ND - 2.90	Erosion of natural deposits
Barium (mg/l)	1	2	0.1	0.14	ND - 0.21	Erosion of natural deposits
Fluoride (mg/l)	2	1	0.1	0.31	0.22 - 0.43	Erosion of natural deposits
Nitrate as N (mg/l)	10	10	0.4	6.69	3.20 - 8.70	Leaching from fertilizer use
<b>RADIOACTIVITY</b>						
Gross Alpha (pCi/l)	15	(0)	3	3.1	ND - 11.80	Erosion of natural deposits
Uranium (pCi/l)	20	0.43	1	3.5	1.2 - 5.70	Erosion of natural deposits

<b>SECONDARY DRINKING WATER STANDARDS - Aesthetic Standards, Not Health-Related</b>						
Chloride (mg/l)	500	NA	NA	32	16 - 54	Runoff/leaching from natural deposits
Odor (threshold odor number)	3	NA	1	1.0	1.0	Runoff/leaching from natural deposits
Specific Conductance (µmho/cm)	1,600	NA	NA	573	390 - 770	Substances that form ions in water
Sulfate (mg/l)	500	NA	0.5	53	23 - 83	Runoff/leaching from natural deposits
Total Dissolved Solids (mg/l)	1,000	NA	NA	345	310 - 560	Runoff/leaching from natural deposits

<b>OTHER CONSTITUENTS OF INTEREST</b>						
Alkalinity (mg/l)	NA	NA	NA	195	140 - 250	Runoff/leaching from natural deposits
Calcium (mg/l)	NA	NA	NA	74.5	50.3 - 103	Runoff/leaching from natural deposits
Hardness as CaCO <sub>3</sub> (mg/l)	NA	NA	NA	245	168 - 338	Runoff/leaching from natural deposits
Hexavalent Chromium (µg/l)	NA	0.02	NA	4.25	2.4 - 6.7	Runoff/leaching from natural deposits
Magnesium (mg/l)	NA	NA	NA	14.7	10.2 - 20	Runoff/leaching from natural deposits
pH (unit)	NA	NA	NA	7.8	7.6 - 7.99	Hydrogen ion concentration
Potassium (mg/l)	NA	NA	NA	3.68	2.7 - 5	Runoff/leaching from natural deposits
Sodium (mg/l)	NA	NA	NA	16.8	12 - 22	Runoff/leaching from natural deposits

<b>UNREGULATED CONSTITUENTS REQUIRING MONITORING [4]</b>						
CONSTITUENTS AND (UNITS)	NL	PHG OR (MCLG)	AVERAGE	RANGE (MIN-MAX)	TYPICAL SOURCE OF CONTAMINANT	
Chlorate (µg/l)	800	NA	225.4	ND - 330	By-product of drinking water chlorination; industrial processes Refrigerant Runoff/leaching from natural deposits Runoff/leaching from natural deposits Runoff/leaching from natural deposits	
Chlorodifluoromethane (µg/l)	NA	NA	0.07	ND - 0.14		
Molybdenum (µg/l)	NA	NA	2.6	ND - 2.9		
Strontium (µg/l)	NA	NA	593	ND - 660		
Vanadium (µg/l)	50	NA	2.34	ND - 4.5		

<b>DISTRIBUTION SYSTEM WATER QUALITY</b>						
CONSTITUENTS AND (UNITS)	MCL OR (MRDL)	MCLG OR (MRDLG)	AVERAGE	RANGE (MIN-MAX)	TYPICAL SOURCE OF CONTAMINANT	
Total Coliforms	no more than 1 positive monthly sample	0	0	0	Naturally present in the environment	
Total Trihalomethanes (µg/l)	80	NA	3.85	3.6 - 4.1	By-product of drinking water disinfection	
Haloacetic Acids (µg/l)	60	NA	ND	ND	By-product of drinking water disinfection	
Chlorine Residual (mg/l)	(4)	(4)	1.25	0.87 - 1.57	Drinking water disinfectant added for treatment	
Heterotrophic Plate Count (HPC)	TT	NA	0.74	ND-8	Naturally present in the environment	
Odor (threshold odor number) [5]	3	NA	1	1	Naturally occurring organic materials	
Turbidity (NTU) [5]	5	NA	<0.1 [3]	ND - 0.1	Runoff/leaching from natural deposits	

<b>LEAD AND COPPER AT RESIDENTIAL TAPS</b>						
CONSTITUENTS AND (UNITS)	ACTION LEVEL	PHG	90TH PERCENTILE VALUE	SITES EXCEEDING AL/NUMBER OF SITES	TYPICAL SOURCE OF CONTAMINANT	
Lead (µg/l)	15	0.2	1.4	0/23	Corrosion of household plumbing	
Copper (mg/l)	1.3	0.3	0.53	0/23	Corrosion of household plumbing	

A total of 23 residences were tested for lead and copper in August 2019. Lead was not detected above the reporting limit in any of the samples. Copper was detected above the reporting limit in 16 samples, none of which exceeded the AL. The Industry Public Utilities complies with the Lead and Copper Rule. The next required sampling for lead and copper will be conducted in the summer of 2022.

## SCHOOL LEAD SAMPLING

Number of Schools Requesting Lead Sampling: 2

## NOTES

- |   |   |   |
|---|---|---|
| <b>AL</b> = Action Level                                | <b>MRDL</b> = Maximum Residual Disinfectant Level       | <b>NL</b> = Notification Level                          |
| <b>DLR</b> = Detection Limit for Purposes of Reporting  | <b>MRDLG</b> = Maximum Residual Disinfectant Level Goal | <b>NTU</b> = Nephelometric Turbidity Units              |
| <b>MCL</b> = Maximum Contaminant Level                  | <b>NA</b> = No Applicable Limit                         | <b>pCi/l</b> = picoCuries per liter                     |
| <b>MCLG</b> = Maximum Contaminant Level Goal            | <b>ND</b> = Not Detected at DLR                         | <b>PHG</b> = Public Health Goal                         |
| <b>mg/l</b> = parts per million or milligrams per liter | <b>ng/l</b> = parts per trillion or nanograms per liter | <b>µg/l</b> = parts per billion or micrograms per liter |
|   |   | <b>µmho/cm</b> = micromhos per centimeter               |

[1] The results reported in the table are average concentrations of the constituents detected in your drinking water during year 2020 or from the most recent tests.

Treated water data are provided by San Gabriel Valley Water Company and La Puente Valley County Water District

[2] Constituent does not have a DLR. Constituent was detected but the average result is less than the analytical Method Reporting Limit.

[3] "<" means constituent was detected but the average result is less than the indicated reporting limit or DLR.

[4] Monitoring data provided by San Gabriel Valley Water Company. [5] This water quality is regulated by a secondary standard to maintain aesthetic characteristics (taste, odor, color).