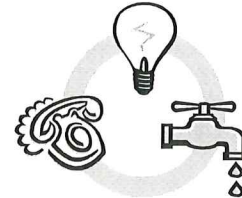


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



SPECIAL MEETING AGENDA
APRIL 28, 2022 9:00 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 Mayor Dave Way, City of Industry, California

Addressing the Commission:

NOTICE OF TELEPHONIC MEETING:

- **Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 414 065 874#. Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Industry Public Utilities Commission meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 1:00 p.m. on Wednesday, April 27, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**

Addressing the Commission:

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

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 Mayor Dave Way, City of Industry, California, at the office of the City Clerk of the City Council 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 closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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

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

- 5.1 Consideration of the minutes of the March 10, 2022 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.2 Consideration of the Register of Demands for April 28, 2022

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

- 5.3 Consideration of Amendment No. 1 to the Professional Services Agreement with Western Power Project Advisors LLC, for engineering services for the Citywide wireless communication network, to enable remote monitoring system for streetlights, extending the term through June 30, 2024, increasing compensation by \$40,000.00, and updating the address for the City and IPU (MP 20-02)

RECOMMENDED ACTION: Approve the Amendment.

6. **PUBLIC UTILITIES DIRECTOR COMMENTS**

7. **AB 1234 REPORTS**

8. **COMMISSIONER COMMUNICATIONS**

9. Adjournment. Next regular meeting: Thursday, May 12, 2022, at 8:30 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2022
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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 8:31 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number 657-204-3264, Conference ID: 871 701 797#.

FLAG SALUTE

The flag salute was led by President Moss.

ROLL CALL

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

ABSENT: Michael Greubel, Commissioner

President Moss asked with no objection that Commissioner Michael Greubel be excused today, he is not feeling well.

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

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 24, 2022

RECOMMENDED ACTION:

Ratify the Register of Demands.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2022
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5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 10, 2022

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

5.3 CONSIDERATION OF THE MINUTES OF THE OCTOBER 14, 2021 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

5.4 PRESENTATION OF THE FY 2021-22 MID-YEAR BUDGET REPORT, AND CONSIDERATION OF RESOLUTION NO IPUC 2022-03, APPROVING AND ADOPTING THE FISCAL YEAR 2021-22 PROPOSED MID-YEAR BUDGET ADJUSTMENTS AND FISCAL YEAR 2021-22 PROPOSED MID-YEAR BUDGET ADJUSTMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2022-03.*

5.5 CONSIDERATION OF RESOLUTION NO. IPUC 2022-05 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2022-05.*

5.6 CONSIDERATION OF AMENDMENT NO.1 TO THE RENEWABLE POWER PURCHASE AGREEMENT WITH GASKELL WEST 2 LLC; AND AUTHORIZING THE PUBLIC UTILITIES DIRECTOR TO TAKE FURTHER ACTIONS AND SIGN SUCH DOCUMENTS AND ANCILLARY AGREEMENTS AS ARE NEEDED TO CARRY OUT THE TRANSACTIONS CONTEMPLATED BY THE POWER PURCHASE AGREEMENT AND THE FIRST AMENDMENT TO RENEWABLE POWER PURCHASE AGREEMENT

RECOMMENDED ACTION: *Approve the Amendment.*

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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5.7 CONSIDERATION OF AMENDMENT NO. 4 TO THE MAINTENANCE SERVICES AGREEMENT FOR ELECTRICAL DISTRIBUTION SYSTEM WITH PACIFIC UTILITY INSTALLATION, INC., REVISING THE SCOPE OF SERVICES AND AN INCREASE IN COMPENSATION BY \$180,000.00

RECOMMENDED ACTION:

Approve the Amendment.

Mike Greenspan and Armando Herman each were given three minutes to speak in opposition of the Consent Calendar.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE CONSENT CALENDAR AS SUBMITTED. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

BOARD MATTERS

6.1 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.

City Manager, Josh Nelson, pulled this item due to Roy Frausto, General Manager of the La Puente Valley County Water District, was unable to attend and will provide at the next meeting.

PUBLIC HEARING ITEMS

7.1 CONSIDERATION OF RESOLUTION NO. IPUC 2022-04 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, DECLARING A STAGE 1 WATER SUPPLY EMERGENCY, MAKING FINDINGS IN SUPPORT THEREOF, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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RECOMMENDED ACTION:
2022-04.

Adopt Resolution No. IPUC

Engineering Manager, Mat Hudson, provided a staff report and was available to answer any questions.

President Moss opened the public hearing at 8:53 a.m.

Mike Greenspan and Armando Herman each were given three minutes to speak in opposition of Item No. 7.1.

President Moss closed the public hearing at 9:00 a.m.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER MARCUCCI TO ADOPT RESOLUTION NO. IPUC 2022-04. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 9:01 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2022
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CORY C. MOSS
PRESIDENT

JULIE ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting April 28, 2022

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	189,814.14
TOTAL ALL FUNDS		189,814.14

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	189,814.14

APPROVED PER CITY MANAGER

Industry Public Utilities Commission
Wells Fargo - Electric
April 28, 2022

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
10986	04/14/2022		FRONTIER	\$304.18
	Invoice	Date	Description	Amount
	2022-00001753	03/28/2022	03/28-04/27/22 SVC - EM 179 S GRAND AVE	\$40.86
	2022-00001754	03/28/2022	03/28-04/27/22 SVC - EM 21700 BAKER PKWY BLDG 23	\$56.83
	2022-00001755	03/28/2022	03/28-04/27/22 SVC - EM 21912 GARCIA LN	\$74.83
	2022-00001756	03/25/2022	03/25-04/24/22 SVC - EM 21535 BAKER PKWY BLDG 20	\$56.83
	2022-00001757	03/25/2022	03/25-04/24/22 SVC - EM 21760 GARCIA LN	\$74.83
10987	04/14/2022		NEXTERA ENERGY MARKETING, LLC	\$137,752.20
	Invoice	Date	Description	Amount
	706114	04/04/2022	WHOLESALE USE - MAR 2022	\$137,752.20
10988	04/14/2022		SOUTHERN CALIFORNIA EDISON	\$15,689.38
	Invoice	Date	Description	Amount
	2022-00001758	04/02/2022	03/01-03/31/22 SVC - 208 S WADDINGHAM WAY	\$12,980.91
	2022-00001759	04/02/2022	03/01-03/31/22 SVC - 208 S WADDINGHAM WAY	\$2,462.38
	2022-00001760	04/02/2022	03/01-03/31/22 SVC - VARIOUS SITES	\$246.09
10989	04/14/2022		TPX COMMUNICATIONS	\$877.29
	Invoice	Date	Description	Amount
	154792630-0	03/23/2022	INTERNET SVC - SUBSTATION	\$877.29
10990	04/20/2022		FRONTIER	\$1,759.50
	Invoice	Date	Description	Amount
	2022-00001799	04/01/2022	04/01-04/30/22 SVC - GS 21650 VALLEY BLVD	\$56.65
	2022-00001800	04/01/2022	04/01-04/30/22 SVC - GS 21700 VALLEY BLVD	\$60.47

**Industry Public Utilities Commission
Wells Fargo - Electric
April 28, 2022**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	2022-00001801	04/01/2022	04/01-04/30/22 SVC - VARIOUS GENERATOR SITES	\$1,507.42
	2022-00001802	04/04/2022	04/04-05/03/22 SVC - GS 21620 VALLEY BLVD	\$60.47
	2022-00001803	04/04/2022	04/04-05/03/22 SVC - EM 21858 GARCIA LN	\$74.49
10991	04/28/2022		ASTRUM UTILITY SERVICES, LLC	\$15,800.00
	Invoice	Date	Description	Amount
	032201	04/01/2022	CONSULTING FOR IPUC - MARCH 2022	\$15,800.00
10992	04/28/2022		ENCO UTILITY SERVICES	\$2,500.00
	Invoice	Date	Description	Amount
	IPU-2022-44655	04/04/2022	CUSTOMER ACCT SVC - MAR 2022	\$2,500.00
10993	04/28/2022		PACIFIC UTILITY INSTALLATION	\$14,065.00
	Invoice	Date	Description	Amount
	25660	03/31/2022	UTILITY OPERATIONS & SVCS	\$5,665.00
	25670	03/31/2022	SUBSTATION MAINT	\$4,200.00
	25669	03/31/2022	SUBSTATION MAINT	\$4,200.00
10994	04/28/2022		RICHARD HEATH & ASSOCIATES, INC.	\$860.14
	Invoice	Date	Description	Amount
	IPUC-22-03	03/31/2022	LIGHTING POST INSPECTION REPORT	\$860.14
10995	04/28/2022		THE TECHNOLOGY DEPOT	\$109.00
	Invoice	Date	Description	Amount
	18162	03/01/2022	CLOUD CONNECT - WADDINGHAM	\$109.00

**Industry Public Utilities Commission
Wells Fargo - Electric
April 28, 2022**

Check	Date	Payee Name		Check	Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10996	04/28/2022	UNDERGROUND SERVICE ALERT OF €			\$97.45
	Invoice	Date	Description	Amount	
	320220158	04/01/2022	DIG ALERTS	\$97.45	

Checks	Status	Count	Transaction Amount
	Total	11	\$189,814.14

INDUSTRY PUBLIC UTILITIES COMMISSION


ITEM NO. 5.3



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Moss and Commissioners

FROM: Joshua Nelson, Public Utilities Director 

STAFF: Mathew Hudson, Engineering Manager
Dev Birla, Operations Manager, CNC Engineering

DATE: April 28, 2022

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Western Power Project Advisors LLC, for engineering services for the Citywide wireless communication network, to enable remote monitoring system for streetlights, extending the term through June 30, 2024, increasing compensation by \$40,000.00, and updating the address for the City and IPU (MP 20-02)

Background:

On November 12, 2020, the City Council and the Industry Public Utilities Commission approved a Professional Services Agreement (“Agreement”) with Western Power Project Advisors, LLC (“WPPA”) for engineering services for the Citywide wireless communication network, to enable automated meter reading (“AMR”) for Industry Public Utilities (“IPU”) and remote monitoring system (“RMS”) for streetlights, in an amount of \$120,000.00. IPU’s share of the budget for AMR was estimated at \$96,000.00, with the remaining \$24,000.00 belonging to the City. The scope of work included research and the evaluation of whether one Citywide wireless communication network could be shared between the AMR and RMS for streetlights or if a separate Citywide wireless communication network would be required for the streetlight RMS. During the evaluation, WPPA determined that the requirements of AMR system are different and more complex than RMS due to the required reliability, increased security of network and data, reading of inaccessible meters, and accuracy in customer monthly billing, and that the system will need a separate wireless communication network and request for proposal (“RFP”).

Discussion:

Staff, in conjunction with WPPA, prepared a separate RFP for streetlight RMS which included the high level and functional technical specifications needed to enable RMS for streetlights. The main components of the RMS include:

- Comprehensive dashboard to show graphical and tabular energy consumption, reports, and alarms
- Alarms and events to monitor each streetlight functioning or non-functioning, and send email or text alerts
- Management of components including poles and luminaires
- Customized reports
- Integration with the Smart City applications

On August 20, 2021, the new RFP was posted in the City's PlanetBids™ vendor portal and seven proposals were received by the October 6, 2021 deadline. WPPA and Staff reviewed the proposals. Out of the seven proposals, five companies were invited to make presentations and answer questions for the first round of interviews on February 18, 2022. The field was narrowed down to three companies and who were interviewed again during a second round on April 11, 2022. City Staff is close to reaching a recommendation to present to the Council and IPU.

Due to the complexity of the proposals, the evaluation process has taken longer than anticipated. In order for WPPA to continue providing the remaining services of the Agreement, including developing a project plan and providing oversight of the implementation process, Staff recommends that the Commission approve Amendment No. 1, extending the term through June 30, 2024, increasing compensation by \$40,000.00, and updating the address for the City and IPU. The increase in compensation is being covered by the City since the work described above is related to the streetlight RMS portion of the Agreement.

Fiscal Impact:

The fiscal impact is \$40,000.00 and will be funded by the City. There is no direct fiscal impact to IPU.

Recommendation:

It is recommended that the Commission approve Amendment No. 1 to Professional Services Agreement with Western Power Project Advisors, LLC.

Exhibit:

- A. Amendment No. 1 to Professional Services Agreement with Western Power Project Advisors, LLC, dated April 28, 2022

JN/MH/DB:jf

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with Western Power Project
Advisors LLC, dated April 28, 2022

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
WESTERN POWER PROJECT ADVISORS, LLC**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 28th day of April, 2022, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”), the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, (“IPU”), and Western Power Product Advisors, LLC, a California limited liability company (“Consultant”). The City, IPU, and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about November 12, 2020, the Agreement was entered into and executed between City, IPU, and Consultant for engineering services related to the Citywide wireless communication network; and

WHEREAS, due to delays and extra effort and time in the evaluation and selection process for the remote monitoring system, it is necessary to extend the Agreement through June 30, 2024 with a companion increase compensation in the amount of \$40,000.00, and update the address for the City and IPU; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 1, 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 is hereby amended 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 June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

The second and third sentences of Section 4.a are hereby amended to read in their entirety as follows:

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. IPU’s share shall not exceed Ninety-Six Thousand Dollars (\$96,000.00) and City’s share shall not exceed Sixty Four Thousand Dollars (\$64,000.00).

15. NOTICES

Notices to the City and IPU shall be made as follows:

City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
Attn: City Manager/Public Utilities Director

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
Western Power Project Advisors, LLC

By: _____
Joshua Nelson, City Manager

By: _____
Parag Soni, Owner and President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

“IPU”
Industry Public Utilities

By: _____
Joshua Nelson, Public Utilities Director

Attest:

By: _____
Julie Gutierrez-Robles, Commission Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 1

**AGREEMENT FOR CONSULTING SERVICES WITH WESTERN POWER PROJECT
ADVISORS, LLC DATED NOVEMBER 12, 2020**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of November 12, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City"), the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, ("IPU") and Western Power Project Advisors LLC, a California limited liability company ("Consultant"). The City, IPU and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City and IPU desire 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, Parties 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, 2022, 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 and/or the IPU, depending on the type of work. 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 or IPU 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 IPU and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering consulting services, serving a public 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/IPU has not consented in writing to Consultant's performance of such work. No officer or employee of City/IPU 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/IPU. If Consultant was an employee, agent, appointee, or official of the City/IPU 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

The City Manager and Public Utilities Director or his designee shall represent the City and IPU 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 City and IPU agree 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 Twenty Thousand Dollars (\$120,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. IPU share shall not exceed Ninety Six Thousand Dollars (\$96,000.00) and City share shall not exceed Twenty Four Thousand Dollars (\$24,000.00).

(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/IPU. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to

by City/IPU and Consultant at the time City's/IPU's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit separate invoices monthly for actual services performed for IPU and City. All services, with the exception of Task III in Exhibit A, shall be invoiced at seventy-five percent to IPU and twenty-five percent to City. 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 and/or IPU disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City/IPU shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City and IPU, their elected and appointed officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days' work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City or IPU 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 City or IPU 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 and/or IPU, 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 and/or IPU. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City and IPU pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City and IPU 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 and IPU or their designees at reasonable times to review such books and records; shall give City and IPU the right to examine and audit said books and records; shall permit City and IPU 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 IPU and may be used,

reused, or otherwise disposed of by the City and IPU without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City and IPU, at the Consultant's office, and upon reasonable written request by the City and/or IPU, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City and IPU 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 and IPU.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and IPU, and any and all of their 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 or IPU, their officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City and/or IPU, Consultant shall have an immediate duty to defend the City and IPU at Consultant's cost or at City's and/or IPU's option, to reimburse the City and/or IPU for their costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City and/or IPU is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City or IPU, as to whether liability arises from the sole negligence of the City or IPU, or their officers, employees, or

agents, Consultant will be obligated to pay for City's and IPU's defense until such time as a final judgment has been entered adjudicating the City or IPU as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City and IPU 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/IPU 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/IPU. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City and/or IPU, or bind the City and/or IPU 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, neither the City nor IPU shall pay salaries, wages, or other compensation to Consultant for performing services hereunder for City and/or IPU. Neither the City nor the IPU shall be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, the City and IPU, their elected and appointed officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Neither the City nor IPU, nor their officers and employees, shall be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City or IPU 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 or IPU 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 and/or IPU to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's and IPU's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City and IPU, 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 of Industry, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City and IPU 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 of Industry, unless Consultant is prohibited by law from informing the City and IPU of such Discovery, court order or subpoena. City and IPU retain 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 and/or IPU 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 IPU and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's and IPU's right to review any such response does not imply or mean the right by City and/or IPU to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to any 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 and IPU:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager/Public Utilities Director
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney/General Counsel
To Consultant:	Parag Soni, Owner and President 19220 Pires Avenue Cerritos, CA 90703

16. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City and IPU 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 or IPU and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any

subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by City, IPU 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, IPU or Consultant unless in writing.

23. REMEDIES

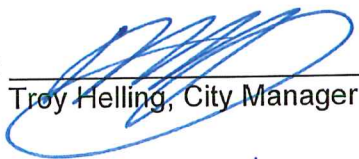
Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The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

24. AUTHORITY TO EXECUTE THIS AGREEMENT


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

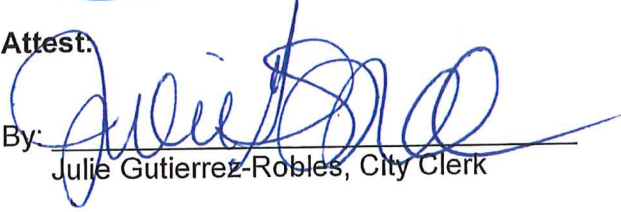
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

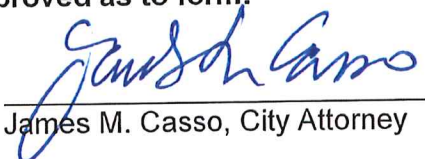
“CITY”
City of Industry

By: 
Troy Helling, City Manager

“CONSULTANT”
Western Power Project Advisors, LLC

By: 
Parag Soni, Owner and President


Attest:
By: 
Julie Gutierrez-Robles, City Clerk

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

**"IPU"
Industry Public Utilities**

By: 
Troy Helling, Public Utilities Director

Attest:
By: 
Julie Gutierrez-Robles, 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

IPU and City are proceeding with the implementation of a Citywide wireless communication network and Automated Meter Reading ("AMR"), which includes the upgrade from existing electric meters to smart electric meters, to enable the capability of remote monitoring of streetlights ("RMST").

Consultant shall provide the following engineering services that include the following tasks and deliverables:

I. Develop a Request for Proposals (RFP)

- a. Draft an RFP for a Citywide wireless communication network that includes AMR design, a description and location of each piece of equipment, smart electrical meters, collectors, a meter data management ("MDM") system, configuration of the wireless network and support during installation to ensure proper system functionality. In drafting the RFP, Consultant may utilize best practices and conduct a review of language from RFPs for similar services utilized by other public agencies
- b. The RFP shall define the operational requirements and coordinate the workflow (Billing, Account management & Service Desk) for IPU's Consultant, ENCO
- c. The RFP shall call for the research of remote monitoring requirements for streetlights via a wireless communication network and the Advanced Metering Infrastructure system
- d. The RFP shall include the Cybersecurity requirements for AMR and wireless radio communication network
- e. Consultant shall coordinate IPU/City's legal terms and requirements and include in the RFP

II. List of Potential Vendors and Support during Solicitation of Proposals

- a. Research and craft a distribution list of potential vendors to identify those vendors capable of providing integrated smart meter implementation and a Citywide wireless communication network considering the scale, scope, and technology requirements
- b. Provide support during the question and answer period with vendors, coordinating responses with Staff
- c. Develop the final RFP for distribution by IPU and City to potential vendors to solicit proposals

III. Create a Database Template for the Management of AMR Data

- a. Define potential needs for the database including quality of service, outage record keeping and notification, restoration tools, sales analysis and other needs to be determined
- b. Load existing data including customer meter data, substation etc. into database template
- c. Develop database template as a starting point for IPU
- d. Database to serve as a customer application portal to interface with the new MDM system
- e. Propose and develop reporting format based on IPU feedback
- f. Populate existing customer, meter and load data into template
- g. Document database and associated reports

IV. Proposal Evaluation and Interview Potential Vendors

- a. Develop key metrics for a fair and competitive vendor evaluation
- b. Participate in the City's/IPU's interviews with all vendors that meet minimum threshold requirements
- c. Meet with City/IPU Staff and City/IPU consultants following interview to confirm implementation parameters
- d. Evaluate proposals and provide a report with ranking of each vendor, for consideration by the City/IPU

V. Assistance with Contract Negotiation

- a. Ensure contract and RFP provisions are consistent
- b. Coordinate with IPU's consultant, Transportation and Energy Solutions, Inc., and ensure contract has provisions to accommodate street lighting remote monitoring controller and centralized management system and other future options as delineated by the IPU and City
- c. Incorporate all vendor options into the proposed contract
- d. Incorporate project plan into a draft scope of services for integration into a final contract
- e. Develop a presentation for vendor selection to City/IPU
- f. Assist IPU/City with staff report and all documents necessary for Commission/City Council consideration

VI. Develop a Project Plan for discussion with Selected Vendor and Installation Contractor

- a. Develop a proposed project implementation plan
- b. Coordinate with IPU's consultant on requirements associated with AMR Implement/Gather feedback and information from consultant

- c. Coordinate with the electric meter change out contractor and installation contractor and confirm project plan conforms with its availability and capability
- d. Develop project plan milestones and requirements

VII. Oversight of Implementation of Citywide Wireless Communication Network and AMR

- a. Maintain oversight over the implementation of the project
- b. Month 1 (begins upon the Notice to Proceed for Consultant): Preparation for project plan
- c. Month 1 to 4: Complete RFP process and receive proposals
- d. Month 5 to 7: IPU/City's evaluation of proposals and negotiation of contract with the selected vendor
- e. Month 8 to 12: Implementation of wireless communication network and AMR, including electric meter changeout, going live with AMR system, continue the manual reads until the system has no errors, coordinate with Transportation and Energy Solutions testing of selected streetlight controllers and centralized management system to test interoperability
- f. Months 13 to 15: Evaluation of prior data with current data to make sure there are no errors, monitor the testing and make sure wireless communication network has operability with the selected streetlight controller and centralized management system

Note: All Services set forth herein are common to both IPU and City except Task III which pertains only to the IPU.

EXHIBIT B

RATE SCHEDULE

For the Services set forth in Exhibit A, Consultant shall charge the following rate:

Hourly Rate \$225.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City and IPU, 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 and IPU.

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

Proof of insurance. Consultant shall provide certificates of insurance to City and IPU 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, and IPU's Public Utilities Director prior to commencement of performance. Current certification of insurance shall be kept on file with City and IPU at all times during the term of this contract. City and IPU reserve 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 and IPU 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 and IPU before the City's and/or IPU'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 and IPU have the right but not the duty to obtain the insurance they deem necessary and any premium paid by City and/or IPU will be promptly reimbursed by Consultant, or City and IPU will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City and/or IPU 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 and IPU, their 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 IPU, 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 or IPU 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 and IPU require 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 and IPU.

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 IPU and their 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 IPU 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 and IPU for review.

City's right to revise specifications. The City and IPU reserve 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, IPU and Consultant may renegotiate Consultant's compensation.

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

Timely notice of claims. Consultant shall give the City and IPU 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.