



**INDUSTRY PUBLIC UTILITIES
COMMISSION
REGULAR MEETING
AGENDA**

PRESIDENT CORY C. MOSS
COMMISSIONER MICHAEL GREUBEL
COMMISSIONER STEVE MARCUCCI
COMMISSIONER MARK D. RADECKI
COMMISSIONER NEWELL W. RUGGLES

APRIL 10, 2025 AT 8:30 AM

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

ADDRESSING THE COMMISSION:

Agenda Items: Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

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

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

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 286 365 461 035

Meeting Passcode: bj9fz63e

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 982 190 422#

AMERICANS WITH DISABILITIES ACT:

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

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**
 - 6.1. Consideration of the Register of Demands for March 27, 2025
RECOMMENDED ACTION: Ratify the Register of Demands of March 27, 2025.
 - 6.2. Consideration of the Register of Demands for April 10, 2025
RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Agency Officials to pay the bills.
 - 6.3. Consideration of the minutes of the September 12, 2024 regular meeting, October 10, 2024 regular meeting, and the November 14, 2024 regular meeting
RECOMMENDED ACTION: Approve as submitted.
 - 6.4. Consideration of a Groundwater Production Rights Lease with La Puente Valley County Water District
RECOMMENDED ACTION: Approve the Agreement.
 - 6.5. Consideration of a Settlement Agreement and General Release for the Bene Madre LLC and Deidre Vail matter
RECOMMENDED ACTION: Approve the Agreement.
 - 6.6. Consideration of Notice of Completion for Contract No. IPUC-0011, Lomitas Generator Replacement and Miscellaneous Site Improvements, with Cora Constructors Inc.
RECOMMENDED ACTION: Approve the Notice of Completion and Authorize the Director of Public Works to execute the Notice of Completion.
 - 6.7. 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.

- 6.8. Consideration of authorization to advertise for public bids for Contract No. IPU-0014, Turnbull Canyon Road and Salt Lake Avenue Waterline Improvements, for an estimated cost of \$965,000.00 (MP 02-15 #14)

RECOMMENDED ACTION: Approve the plans and specifications and authorize the solicitation of public bids.

- 6.9. Consideration of the Reassignment and Assumptions of Interests of the Professional Services Agreement with IP Keys Power Partners, Inc. to Parsons Transportation Group Inc., for the implementation of the meter data management system for the automatic meter reading project (MP 02-05 #16)

RECOMMENDED ACTION: Approve the Amendment.

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

10. PUBLIC UTILITIES DIRECTOR COMMENTS

11. AB 1234 REPORTS

12. COMMISSIONER COMMUNICATIONS

13. PUBLIC COMMENTS

- 14.** Adjournment. The next regular Industry Public Utilities Commission Meeting is May 7, 2025, at 8:30 AM.

ITEM NO. 6.1

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting March 27, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	15,625.00
161	IPUC ELECTRIC FUND	284,263.72
TOTAL ALL FUNDS		299,888.72

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	298,571.34
IPUCEEP.WF	IPUC EEP WELLS FARGO CHK	1,317.38
TOTAL ALL BANKS		299,888.72

APPROVED PER PUBLIC UTILITIES DIRECTOR



DATE



Industry Public Utilities Commission
Wells Fargo Electric - Wire Transfers
March 27, 2025

P. 1

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

WT169	03/19/2025		INDUSTRY PUBLIC UTILITIES COMMIS	\$13,596.71
	Invoice	Date	Description	Amount
	03/19/2025	03/19/2025	TRANSFER PUBLIC BENEFIT CHARGES FOR JAN 2025	\$13,596.71

Checks	Status	Count	Transaction Amount
	Total	1	\$13,596.71

Industry Public Utilities Commission
Wells Fargo - Energy Efficiency Program
March 27, 2025

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

500011	03/27/2025		CALIF MUNICIPAL UTILITIES ASSOCIA	\$1,317.38
	Invoice	Date	Description	Amount
	25-04-9	03/05/2025	GDS-ENERGY EFFICIENCY POTENTIAL FORCASTING €	\$1,317.38

Checks	Status	Count	Transaction Amount
	Total	1	\$1,317.38

Industry Public Utilities Commission
Wells Fargo - Electric
March 27, 2025

Check	Date	Payee Name			Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
11692	03/12/2025	FRONTIER			\$397.33
	Invoice	Date	Description	Amount	
	2025-00001412	02/22/2025	2/22-3/21/25 SVC-21858 VALLEY BLVD	\$80.67	
	2025-00001413	02/22/2025	2/22-3/21/25 SVC-21733 BAKER PKWY BLDG 21	\$76.63	
	2025-00001414	02/19/2025	2/19-3/18/25 SVC-21438 BAKER PKWY BLDG 25	\$76.63	
	2025-00001415	02/19/2025	2/19-3/18/25 SVC-21660 VALLEY BLVD	\$86.77	
	2025-00001416	02/19/2025	2/19-3/18/25 SVC-21415 BAKER PKWY	\$76.63	
11693	03/13/2025	FRONTIER			\$2,022.28
	Invoice	Date	Description	Amount	
	2025-00001432	03/01/2025	3/1-3/31/25 SVC-VARIOUS SITES	\$2,022.28	
11694	03/19/2025	FRONTIER			\$599.27
	Invoice	Date	Description	Amount	
	2025-00001437	02/25/2025	2/25-3/24/25 SVC-21535 BAKER PKWY BLDG 20	\$76.63	
	2025-00001438	02/25/2025	2/25-3/24/25 SVC-21760 GARCIA LN	\$114.96	
	2025-00001439	02/28/2025	2/28-3/27/25 SVC-179 S GRAND AVE	\$58.79	
	2025-00001440	02/28/2025	2/28-3/27/25 SVC-21700 BAKER PKWY BLDG 23	\$76.63	
	2025-00001441	02/28/2025	2/28-3/27/25 SVC-21912 GARCIA LN	\$114.96	
	2025-00001442	03/01/2025	3/1-3/31/25 SVC-21700 VALLEY BLVD	\$80.67	
	2025-00001443	03/01/2025	3/1-3/31/25 SVC-21650 VALLEY BLVD	\$76.63	
11695	03/19/2025	SOUTHERN CALIFORNIA EDISON			\$16,202.37
	Invoice	Date	Description	Amount	
	2025-00001434	03/03/2025	2/1-2/28/25 SVC-208 S WADDINGHAM	\$12,980.91	
	2025-00001435	03/03/2025	2/1-2/28/25 SVC-208 S WADDINGHAM	\$2,975.37	
	2025-00001436	03/03/2025	2/1-2/28/25 SVC-VARIOUS SITES	\$246.09	

Industry Public Utilities Commission
Wells Fargo - Electric
March 27, 2025

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Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
11696	03/20/2025			CALPINE ENERGY SOLUTIONS, LLC	\$215,137.27
	Invoice	Date	Description	Amount	
	250720021235280	03/13/2025	WHOLESALE USE-JAN 2025	\$215,137.27	
11697	03/27/2025			CALIF MUNICIPAL UTILITIES ASSOCIA	\$1,585.00
	Invoice	Date	Description	Amount	
	25-0421	03/11/2025	ESP-2025 RENEWAL OF ANNUAL HOSTING & LICENSIN	\$1,585.00	
11698	03/27/2025			CNC ENGINEERING	\$27,936.25
	Invoice	Date	Description	Amount	
	512135	03/13/2025	CITY ELECTRICAL FACILITIES	\$20,616.25	
	512136	03/13/2025	IPUC ELECTRICAL CAPITAL IMPROVEMENTS AT THE II	\$1,340.00	
	512137	03/13/2025	AUTOMATIC METER READING	\$4,380.00	
	512138	03/13/2025	DISTRIBUTION LINE EXTENSION TO PUENTE HILLS MA	\$500.00	
	512139	03/13/2025	WDAT INSTALLATION AT PUENTE HILLS MALL	\$750.00	
	512140	03/13/2025	DISTRIBUTION LINE EXTENSION AT 999 HATCHER AVE	\$350.00	
11699	03/27/2025			COUNTY OF LA - DEPT OF AGRICULTI	\$94.97
	Invoice	Date	Description	Amount	
	250899	02/24/2025	PEST CONTROL-WADDINGHAM POWER PLANT	\$94.97	
11700	03/27/2025			ELECTRICAL POWER SYSTEMS, INC.	\$9,645.00
	Invoice	Date	Description	Amount	
	11527	02/25/2025	CONSULTANT SVC-PUENTE HILLS MALL DEVELOPME	\$9,645.00	
11701	03/27/2025			PACIFIC UTILITY INSTALLATION	\$3,690.00

Industry Public Utilities Commission
Wells Fargo - Electric
March 27, 2025

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

Invoice	Date	Description	Amount
31716	02/28/2025	UTILITY OPERATIONS & SVC'S	\$3,690.00

11702	03/27/2025	POWER ENGINEERS INCORPORATED	\$7,664.89
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Invoice	Date	Description	Amount
ARIV1179069	03/06/2025	REMOTE MONITORING-WADDINGHAM SUB STN	\$7,664.89

Checks	Status	Count	Transaction Amount
	Total	11	\$284,974.63

ITEM NO. 6.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting April 10, 2025

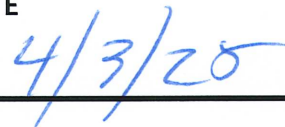
<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	9,882.50
560	IPU-WATER CAPITAL IMPROVEMENT	39,221.70
161	IPUC ELECTRIC FUND	233,672.53
123	IPUC WATER CIP	1,232.50
TOTAL ALL FUNDS		284,009.23

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	243,555.03
IPUC.CHK	IPUC WATER BOFA CKING	40,454.20
TOTAL ALL BANKS		284,009.23

APPROVED PER PUBLIC UTILITIES DIRECTOR

DATE





Industry Public Utilities Commission
Bank of America - Water
April 10, 2025

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Check	Date	Payee Name		Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40814	03/12/2025	SOCALGAS		\$15.46
	Invoice	Date	Description	Amount
	2025-00001411	02/28/2025	1/27-2/26/25 SVC-13851 LOMITAS AVE	\$15.46
40815	03/19/2025	SOUTHERN CALIFORNIA EDISON		\$10,413.42
	Invoice	Date	Description	Amount
	2025-00001433	03/04/2025	1/29-2/27/25 SVC-1991 WORKMAN MILL U	\$10,413.42
40816	03/19/2025	VALLEY VISTA SERVICES, INC		\$265.14
	Invoice	Date	Description	Amount
	1987064	02/28/2025	IPU WATER-14063 PROCTOR AVE	\$265.14
40817	04/10/2025	CNC ENGINEERING		\$1,822.50
	Invoice	Date	Description	Amount
	512241	03/27/2025	LOMITAS GENERATOR (CIP-WU-P-19-060-B)	\$1,232.50
	512240	03/27/2025	CIWS - PUENTE BASIN WATERMASTER ISSUES	\$590.00
40818	04/10/2025	INDUSTRY PUBLIC UTILITIES COMMIS		\$1,000.00
	Invoice	Date	Description	Amount
	MAR-25	03/26/2025	REPLENISH PAYROLL ACCT FOR MARCH 2025	\$1,000.00
40819	04/10/2025	INDUSTRY PUBLIC UTILITIES COMMIS		\$14,723.30
	Invoice	Date	Description	Amount
	R02282025-A	02/01/2025	IH GOLF COURSE RECYCLED WATER -FEB 2025	\$6,150.70
	R01312025-A	01/01/2025	IH GOLF COARSE RECYCLED WATER - JAN 2025	\$8,572.60
40820	04/10/2025	ROWLAND WATER DISTRICT		\$12,214.38

Industry Public Utilities Commission
Bank of America - Water
April 10, 2025

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

Invoice	Date	Description	Amount
I-01312025-B	01/31/2025	CONTRACT SVC-JAN 2025	\$1,028.97
I-01312025-A	01/31/2025	CONTRACT SVC-JAN 2025	\$4,133.56
I-02282025-B	02/28/2025	CONTRACT SVC-FEB 2025	\$1,158.04
I-02282025-A	02/28/2025	CONTRACT SVC-FEB 2025	\$5,893.81

Checks	Status	Count	Transaction Amount
	Total	7	\$40,454.20

Industry Public Utilities Commission
Wells Fargo - Electric
April 10, 2025

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Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
11703	03/26/2025	FRONTIER		\$1,718.09
	Invoice	Date	Description	Amount
	2025-00001497	03/07/2025	3/7-4/6/25 SVC-408 BREA CYN RD	\$36.03
	2025-00001498	03/04/2025	3/4-4/3/25 SVC-21858 GARCIA LN	\$129.11
	2025-00001499	03/04/2025	3/4-4/3/25 SVC-21620 VALLEY BLVD	\$94.82
	2025-00001500	03/10/2025	3/10-4/9/25 SVC-21508 BAKER PKWY BLDG 22	\$76.63
	2025-00001501	03/10/2025	3/10-4/9/25 SVC-21640 VALLEY BLVD	\$76.63
	2025-00001502	03/10/2025	3/10-4/9/25 SVC-21808 GARCIA LN	\$114.96
	2025-00001503	03/09/2025	3/9-4/8/25 SVC-208 WADDINGHAM WAY	\$890.00
	2025-00001504	03/10/2025	3/10-4/9/25 SVC-747 S ANAHEIM PUENTE RD	\$299.91
11704	04/02/2025	CALPINE ENERGY SOLUTIONS, LLC		\$162,068.46
	Invoice	Date	Description	Amount
	250800021282922	03/21/2025	WHOLESALE USE-FEB 2025	\$162,068.46
11705	04/02/2025	FRONTIER		\$468.08
	Invoice	Date	Description	Amount
	2025-00001627	03/22/2025	3/22-4/21/25 SVC-21733 BAKER PKWY BLDG 21	\$90.78
	2025-00001628	03/22/2025	3/22-4/21/25 SVC-21858 VALLEY BLVD	\$94.82
	2025-00001629	03/19/2025	3/19-4/18/25 SVC-21415 BAKER PKWY	\$90.78
	2025-00001630	03/19/2025	3/19-4/18/25 SVC-21660 VALLEY BLVD	\$100.92
	2025-00001631	03/19/2025	3/19-4/18/25 SVC-21438 BAKER PKWY BLDG 25	\$90.78
11706	04/02/2025	SOUTHERN CALIFORNIA EDISON		\$11,332.76
	Invoice	Date	Description	Amount
	7501818572	03/26/2025	11/1-11/30/24 SVC-RELIABILITY CHARGES WDAT'S	\$177.88
	7501817069	03/17/2025	2/1-2/28/25 SVC-745 ANAHEIM-PUENTE RD	\$1,027.46

Industry Public Utilities Commission
Wells Fargo - Electric
April 10, 2025

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Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	7501817076	03/17/2025	2/1-2/28/25 SVC-208 S WADDINGHAM WAY	\$8,266.71
	7501817075	03/17/2025	2/1-2/28/25 SVC-133 N AZUSA AVE	\$1,860.71
11707	04/10/2025		BRAUN BLAISING SMITH WYNNE, P.C.	\$277.64
	Invoice	Date	Description	Amount
	22519	04/01/2025	LEGAL SVC-IPUC	\$277.64
11708	04/10/2025		CALIF MUNICIPAL UTILITIES ASSOCIA	\$6,040.00
	Invoice	Date	Description	Amount
	25-0242	05/14/2024	ELECTRIC UTILITY MEMBERSHIP FY 24/25	\$6,040.00
11709	04/10/2025		CNC ENGINEERING	\$24,257.50
	Invoice	Date	Description	Amount
	512243	03/27/2025	AUTOMATIC METER READING	\$1,192.50
	512244	03/27/2025	IPU SYSTEM GIS MAPPING	\$175.00
	512245	03/27/2025	WDAT INSTALLATION AT PUENTE HILLS MALL	\$600.00
	512246	03/27/2025	WDAT RELOCATION AT PACIFIC PALMS HOTEL & LINE	\$300.00
	512247	03/27/2025	FEASIBILITY STUDY OF SUBSTATION AT AUTO MALL V	\$150.00
	512248	03/27/2025	DISTRIBUTION LINE EXTENSION AT 999 HATCHER AVE	\$700.00
	512242	03/27/2025	CITY ELECTRICAL FACILITIES	\$21,140.00
11710	04/10/2025		ELECTRICAL POWER SYSTEMS, INC.	\$6,765.00
	Invoice	Date	Description	Amount
	11528	02/25/2025	CONSULTANT SVC-PUENTE HILLS MALL DEVELOPME	\$6,765.00
11711	04/10/2025		NV5, INC.	\$30,627.50
	Invoice	Date	Description	Amount

Industry Public Utilities Commission
Wells Fargo - Electric
April 10, 2025

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

436915	03/13/2025	ON CALL ELEC ENG SVC-FEB 2025	\$1,360.00
436909	03/13/2025	ON CALL ELEC ENG SVC-FEB 2025	\$1,955.00
436914	03/13/2025	ON CALL ELEC ENG SVC-FEB 2025	\$9,775.00
436910	03/13/2025	ON CALL ELEC ENG SVC-FEB 2025	\$850.00
436911	03/13/2025	ON CALL ELEC ENG SVC-FEB 2025	\$680.00
436912	03/13/2025	ON CALL ELEC ENG SVC-FEB 2025	\$16,007.50

Checks	Status	Count	Transaction Amount
	Total	9	\$243,555.03

ITEM NO. 6.3

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 12, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Mark D. Radecki, Commissioner

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

PRESENTATIONS

There were none.

CONSENT CALENDAR

Commission Ruggles asked for a staff report on Item Nos. 6.4, 6.5, 6.6, and 6.7.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 22, 2024

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 12, 2024
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RECOMMENDED ACTION:
for August 22, 2024.

Ratify the Register of Demands

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 12, 2024

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

Approve the Register of

6.3 CONSIDERATION OF THE MINUTES OF AUGUST 8, 2024 REGULAR MEETING

RECOMMENDED ACTION:

Approve as submitted.

6.4 CONSIDERATION OF CHANGE ORDER NO. 3, CLOSEOUT CHANGE ORDER NO. 4, AND NOTICE OF COMPLETION FOR CONTRACT NO. IPUC-0013, ELECTRICAL DISTRIBUTION LINE EXTENSION

RECOMMENDED ACTION:
and 4 and Authorize the Engineering Manager to execute the Notice of Completion.

Approve Change Order Nos. 3

Chris Lum, Construction Manager, at CNC Engineering, provided a staff report reviewing the change orders and notice of completion. Dev Birla, Senior Energy Adviser at CNC Engineering, provided additional information.

Commissioner Ruggles asked if other customers have asked for access to these electrical lines? Public Utilities Director, Josh Nelson said yes, these lines could be fed to other customers and Dev Birla responded that a couple of customers have already inquired.

Both Chris Lum, Construction Manager at CNC Engineering, and Dev Birla, Senior Energy Adviser at CNC Engineering, were available to answer any questions.

6.5 CONSIDERATION OF A MERCHANT APPLICATION AND AGREEMENT WITH NCR PAYMENT SOLUTIONS, LLC., FOR THE ELECTRONIC PAYMENT SERVICES FOR IPU CUSTOMERS

RECOMMENDED ACTION:

Ratify the Agreement.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 12, 2024
PAGE 3

Dev Birla, Senior Energy Adviser at CNC Engineering, provided a staff report regarding the agreement for electronic payment services for IPU customers and Commissioner Ruggles asked if Auto Pay could be used for this service in which Dev Birla responded with yes

6.6 CONSIDERATION OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENCO UTILITY SERVICES LLC, EXTENDING THE TERM THROUGH JUNE 30, 2027, REVISING THE SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY \$300,000.00

RECOMMENDED ACTION:

Approve the Amendment.

Dev Birla, Senior Energy Adviser at CNC Engineering provided a staff report regarding the amendment with ENCO Utility Services LLC, revising the scope of services, rate schedule and insurance requirements and was available to answer any questions.

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

RECOMMENDED ACTION:
Report.

Receive and file the

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

Commissioner Ruggles asked when the fiscal year started for LPVCW, and Roy Frausto responded with July.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of the Consent Calendar.

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

INDUSTRY PUBLIC UTILITIES COMMISSION
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AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	RADECKI
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute 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.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:40 a.m.

CORY C. MOSS
PRESIDENT

INDUSTRY PUBLIC UTILITIES COMMISSION
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JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
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PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

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

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

PRESENTATIONS

There were none.

CONSENT CALENDAR

President Moss asked for a staff report on Item No. 6.4.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 26, 2024

RECOMMENDED ACTION:

Ratify the Register of Demands

INDUSTRY PUBLIC UTILITIES COMMISSION
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for September 26, 2024.

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 10, 2024

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

6.3 CONSIDERATION OF THE MINUTES OF MAY 23, 2024 SPECIAL MEETING

RECOMMENDED ACTION: Approve as submitted.

6.4 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.

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

There were no public comments.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE CONSENT CALENDAR. 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

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

INDUSTRY PUBLIC UTILITIES COMMISSION
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PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:34 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
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NOVEMBER 14, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

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

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

PRESENTATIONS

There were none.

CONSENT CALENDAR

Commissioner Ruggles asked for a staff report on Item Nos. 6.3, 6.4, 6.5, 6.6, 6.7, and 6.8.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 24, 2024

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RECOMMENDED ACTION:
for October 24, 2024.

Ratify the Register of Demands

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 14, 2024

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

Approve the Register of

6.3 CONSIDERATION OF RESOLUTION NO. 2024-06 A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, ADOPTING THE INDUSTRY PUBLIC UTILITIES RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN, COMPLIANCE PERIOD 4 (2021-2024) PURSUANT TO PUBLIC UTILITIES CODE §399.30(A) AND AUTHORIZING THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

RECOMMENDED ACTION:
2024-06.

Adopt Resolution No. IPUC

Consultant Len Viejo with ASTRUM Utility Services provided an online staff report regarding the Utilities Renewable Energy Resources Procurement Plan. He was available to answer any questions.

6.4 CONSIDERATION OF RESOLUTION NO. IPUC 2024-07 A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, APPROVING AND ATTESTING TO THE VERACITY OF THE 2023 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND POWER CONTENT LABEL, TO THE CALIFORNIA ENERGY COMMISSION, FOR YEAR ENDING DECEMBER 31, 2023

RECOMMENDED ACTION:
2024-07.

Adopt Resolution No. IPUC

Consultant Len Viejo with ASTRUM Utility Services provided an online staff report attesting through this resolution the veracity of the 2023 Power Source Disclosure Program annual report and Power Content Label to the California Energy Commission for the year ending December 31, 2023. Commissioner Ruggles asked if once the wind project was fully operational, would the City be 100% renewable with using solar and wind only? Len Viejo stated that "yes" the City would be.

INDUSTRY PUBLIC UTILITIES COMMISSION
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6.5 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASTRUM UTILITY SERVICES, LLC, FOR CONSULTING SERVICES, EXTENDING THE TERM THROUGH DECEMBER 31, 2027, INCREASING COMPENSATION BY \$685,710.00, AND REVISING THE RATE SCHEDULE

RECOMMENDED ACTION:

Approve the Amendment.

Public Utilities Director Josh Nelson provided a staff report regarding the consulting services provided by ASTRUM Utility Services, LLC and the scope of work involved in providing engineering support in power resource planning, regulatory strategies and compliance filings with federal, state and local regulatory agencies. Dev Birla, Senior Energy Adviser, CNC Engineering, added that ASTRUM Utility Service have been doing an excellent job during the past six years helping the IPU to comply with the requirements of regulatory agencies in a timely fashion, leading negotiations on long- and short-term power purchase agreements and saving money for the IPU in the purchasing of power.

6.6 CONSIDERATION OF AMENDMENT NO. 2 TO THE RENEWABLE POWER PURCHASE AND SALE AGREEMENT WITH AM WIND REPOWER LLC

RECOMMENDED ACTION:

Approve the Amendment.

Consultant Len Viejo with ASTRUM Utility Services provided an online staff report regarding the Purchase & Sales Agreement with AM Wind Repower LLC for renewable power and was available to answer any questions.

6.7 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C & C ENGINEERING, INC., FOR ENGINEERING SERVICES, REVISING THE RATE SCHEDULE

RECOMMENDED ACTION:

Approve the Amendment.

Public Utilities Director Josh Nelson provided a staff report and indicated that this was the same amendment as presented to the City Council. CNC Engineering, Inc. has served in various capacities, assisting with engineering projects for the City's agencies, commissions and boards. This amendment updates the rate schedule by updating titles and billing rates.

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**6.8 INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT
(JULY - SEPTEMBER 2024)**

RECOMMENDED ACTION:

Receive and file the Report.

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and spoke about a grant that would pay for the converting of all meters within the City. Commissioner Ruggles asked if this would cover the cost of replacing all meters, and Roy Frausto responded that this was a yearly grant, and this year's money would go first to smaller residential meters. By applying for this grant again next year, the larger meters would be replaced.

Armando Herman spoke for one minute in opposition of the Consent Calendar.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR. 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

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

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COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Armando Herman spoke for one minute about his first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. He spoke about his opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:50 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

ITEM NO. 6.4



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Engineering Manager
Roy Frausto, General Manager

DATE: April 10, 2025

SUBJECT: Consideration of a Groundwater Production Rights Lease with La Puente Valley County Water District

Background:

The IPU Waterworks System, also referred to as the CIWS, has 1,103 acre-feet (AF) of adjudicated prescriptive pumping rights in the Basin. These rights equal a 0.5581% Pumper's Share of available pumping rights annually. These pumping rights allow the CIWS to produce water from the basin on an annual basis in accordance with the rules and regulations of the Basin's Watermaster. The Watermaster Board of Directors annually establishes an Operating Safe Yield for the Basin, which is the amount of water that can be pumped annually from the Basin that is anticipated to be replenished by local precipitation within its watershed. For the current 2024-25 production year, the Operating Safe Yield was set at 160,000 AF. This results in the City having 892.96 AF of pumping rights for the 24-25 year.

Discussion:

The CIWS's five-year average annual water production is approximately 1,228 AF, which is greater than its annual production rights in the Basin. This results in the CIWS having to lease groundwater production rights or purchase replenishment water to replace the water produced over its production rights. When needed, replenishment water is purchased from the Upper San Gabriel Valley Municipal Water District (Upper District). Upper District's rate for replenishment water is \$1,015 per AF.

To avoid purchasing water at this cost, District staff actively pursue leases of water production rights in the Basin to offset the amount of purchased replenishment water. Leases are preferred by District staff when the cost per AF to lease rights provides a savings to the CIWS's customers as compared to the purchase of replenishment water. District staff has been successful in the past in leasing water production rights at 91 percent of the Upper District rate for replenishment water.

For this fiscal year, District staff has secured a lease of groundwater production rights at 91 percent of Upper District's replenishment rate. A Production Rights Lease Agreement is enclosed for your review and approval. Provided below is a calculation of the production rights lease rate for the current year:

$\$1,015 \times 91\% = \923.65 per AF

$300 \text{ AF} \times \$923.65 = \$277,095$

Fiscal Impact:

The IPU Water Operations 2024-25 Fiscal Year (FY) Budget appropriates \$302,923 for the lease of groundwater production rights, of which \$0.00 has been expended to date. The estimated cost of leasing 300 acre-feet from the District at 91 percent of Upper District's replenishment rate is \$277,095, which is within the 2024-25 FY Budget. This lease transaction will result in \$27,405 savings in the cost of replenishment water as compared to the estimated cost for the same 300 acre-feet at the full replenishment rate of \$1,015 per acre-foot, which would have amounted to \$304,500.

Recommendation:

Approve the lease of 300 acre-feet of Groundwater Production Rights from the La Puente Valley County Water District's (District) at a rate of \$923.65 per acre-foot.

Exhibits:

1. Agreement to Lease 300 Acre-Feet of Main San Gabriel Basin Water Production Rights from La Puente Valley County Water District
2. COI IPU Water Production Rights Lease LPVCWD

LEASE OF WATER RIGHTS

PRODUCTION RIGHT

THIS LEASE OF WATER RIGHTS (the “Lease”) is entered into on this 10th day of April 2025 (“Effective Date”), by and between La Puente Valley County Water District, a County Water District (“Lessor”), and the Industry Public Utilities, a public agency (“Lessee”), with respect to the following:

RECITALS

WHEREAS, both Lessor and Lessee were parties in that certain action that adjudicated groundwater rights in the Main San Gabriel Groundwater Basin (Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., Los Angeles County Superior Court Case No. 924128) and has resulted in the Amended Judgment dated August 24, 1989 (the “Amended Judgment”); and

WHEREAS, pursuant to the Amended Judgment, both Lessor and Lessee hold certain adjudicated rights to pump groundwater from the Main San Gabriel Groundwater Basin (“Main Basin”) on an annual basis which are further described in the Amended Judgment and referred to for purposes of this Agreement as “Annual Production Rights”; and

WHEREAS, pursuant to the Amended Judgment, including but not limited to Section 55 thereof, parties to the Amended Judgment are authorized to assign, transfer, license or lease all or any portion of their Annual Production Rights to other entities, including but not limited to other parties to the Amended Judgment, provided that appropriate notice procedures established by the Main San Gabriel Basin Watermaster (“Watermaster”) are followed; and

WHEREAS, as of the date hereof, Lessor has 300 acre-feet of Annual Production Rights for the 2024-2025 water year available for lease; and

WHEREAS, Lessor and Lessee desire to enter into this Lease for the 300 acre-feet of Annual Production Rights for the 2024-2025 water year.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises set forth herein, Lessor and Lessee agree as follows:

1. Leasing of Production Rights. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Three Hundred (300) acre-feet of Annual Production Rights (the “Leased Production Rights”) for the term and upon the terms and conditions set forth in this Lease.

2. Term. The term of this Lease shall be for a period commencing July 1, 2024 and ending June 30, 2025.

3. Lease Rate, Payment and Adjustment.

The lease rate under this Lease shall be ninety-one percent (91%) of the prevailing Pre-purchased Supplemental Water Rate (the “Pre-purchased SWR”) set by the Upper San Gabriel Valley Municipal Water District’s Board of Directors (“USGVMWD”) on October 9 , 2024. That Pre-purchased SWR is \$1,015 per acre foot for the current production year.

Thus, the gross rental amount payable for the lease of the Leased Production Rights under this Lease for the term as listed in paragraph 2 above shall be Two Hundred Seventy-Seven Thousand Ninety-Five (\$277,095), which is calculated on the basis of 91% of the Pre-purchased SWR of \$1,015 per acre foot. If the Pre-purchased SWR set by USGVMWD is revised or otherwise changed and made effective prior to June 30, 2025, a reconciling payment adjustment will be made by the Lessee or the Lessor, as the case may be, to the other party within 30 days from the date the revised Pre-purchased SWR is approved by USGVMWD.

Upon execution of this Lease, Lessor will send an invoice for, and Lessee will make the full payment of \$277,095 within 15 days of Watermaster’s acknowledgement of the Lease.

All payments due Lessor pursuant to this Lease shall be made and sent as follows:

La Puente Valley County Water District
112 N. First Street
La Puente, CA 91744

4. Agreement Regarding Main San Gabriel Basin Watermaster.

- (a) Lessor agrees to execute and deliver to Lessee all documents which, from time to time, may be required by the Watermaster to reflect the lease to Lessee of the Leased Production Rights which are the subject of this Lease. All such documents shall be in such form and substance as shall be reasonably satisfactory to Lessor, Lessee and the Watermaster. If for any reason, the Watermaster elects not to acknowledge this Lease, Lessor agrees to refund prior payments to Lessee within 30 days from the date of a refund request by Lessee and substantiation of said refusal by Watermaster.

- (b) Lessee shall, at its expense, prepare and submit all reports required by the Watermaster in connection with the exercise by Lessee of the Leased Production Rights.
- (c) Lessee shall pay all assessments required by Watermaster and the San Gabriel Valley Water Association in connection with the exercise by Lessee of the Leased Production Rights.
- (d) This Lease entitles Lessee to the use only of the Leased Production Rights (i.e., lease of water rights) associated with Lessor's Production Rights. Lessor retains and does not convey to Lessee any other rights associated with said Production Rights.
- (e) The parties shall execute and file with the Watermaster all documents required under the Amended Judgment.
- (f) The parties agree to comply and be bound by all terms and conditions of the Amendment judgment and any and all other orders or determinations of the court and Watermaster.

5. Indemnification.

- (a) Lessor shall indemnify, hold harmless and defend Lessee and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Lessee, Lessor, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Agreement from the negligent or intentional acts or omissions of Lessor or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Lease; provided nothing herein shall constitute a waiver by Lessor of governmental immunities including California Government Code Section 810 et seq.
- (b) Lessee shall indemnify, hold harmless and defend Lessor and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Lease from negligence or intentional acts or omissions of Lessee or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Lease; provided

nothing herein shall constitute a waiver by Lessee of governmental immunities including California Government Code Section 810 et seq.

6. Other Provisions.

- (a) All communications, notices and demands (collectively “Notices”) of any kind shall be made in writing and personally served or sent by registered or certified mail, postage prepaid to the following:

Lessor: Roy Frausto
La Puente Valley County Water District
112 N. First Street
La Puente, CA 91744

Lessee: Joshua Nelson
Industry Public Utilities
15625 Mayor Dave Way
City of Industry, CA 91744

Any Notice personally served shall be effective upon service. Any Notice sent by mail, and properly addressed, shall be effective upon date of receipt, or refusal as indicated on the return receipt. Either party may change its address for Notices by notice to the other given in a manner provided in this subparagraph.

- (b) This Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of both parties hereto.
- (c) Each party shall, upon request of the other party, take such further actions and execute and deliver such further instruments as shall be reasonably required to carry out the purpose and intent of this Lease.
- (d) This Lease is executed in the State of California and shall be governed by and construed in accordance with California law. Venue for any action arising out of or related to the Lease shall be placed in any court of the State of California with appropriate jurisdiction and located in the County of Los Angeles, with service of process to be in accordance with the then provisions of the California Code of Civil Procedure.
- (e) This Lease may be executed in two or more counterparts, each of which shall be an original but all of which, together, shall constitute a single instrument. It shall not be necessary for both parties to execute the same counterpart(s) of this Lease for this Lease to become effective.
- (f) This Lease constitutes the entire agreement of Lessor and Lessee with respect to the subject matter hereof. This Lease supersedes all prior

discussions and understandings with respect to the subject matter hereof. There are no representations, warranties, promises or covenants as to the subject matter hereof except as expressly set forth in this Lease.

- (g) This Lease may be amended only by a written instrument executed by both parties.
- (h) The paragraph headings contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- (i) Lessor represents and acknowledges that it is executing this Lease as the owner of the Production Rights that are the subject of this Lease, and that said rights are not encumbered in any way that would interfere with Lessee's rights as set forth herein.
- (j) Neither party shall assign, let or sublet the whole or any part of its interest in this Agreement without the prior written consent of the other party.
- (k) This Lease does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, public entity, or other form of organization or association of any kind that is not a party to this Lease.
- (l) In the event of any action between the parties hereto seeking enforcement or interpretation of any of the provisions of this Lease, the prevailing party in such action shall be entitled to an award, in addition to any damages, for its reasonable costs and expenses, including without limitation, actual costs and attorneys' fees, consultants' fees and experts' fees, as ordered by the trier of fact.
- (m) Any waiver of the provisions of this Lease by the party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Lease.

[SIGNATURES OF FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Lease as of the Effective Date.

LESSOR

La Puente Valley County Water District

Roy Frausto
General Manager

LESSEE

Industry Public Utilities

Joshua Nelson
Public Utilities Director

ATTEST:

Julie Gutierrez Robles, Secretary

APPROVED AS TO FORM:

James M. Casso, General Counsel

LEASE OF WATER RIGHTS

PRODUCTION RIGHT

THIS LEASE OF WATER RIGHTS (the “Lease”) is entered into on this 10th day of April 2025 (“Effective Date”), by and between La Puente Valley County Water District, a County Water District (“Lessor”), and the Industry Public Utilities, a public agency (“Lessee”), with respect to the following:

RECITALS

WHEREAS, both Lessor and Lessee were parties in that certain action that adjudicated groundwater rights in the Main San Gabriel Groundwater Basin (Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., Los Angeles County Superior Court Case No. 924128) and has resulted in the Amended Judgment dated August 24, 1989 (the “Amended Judgment”); and

WHEREAS, pursuant to the Amended Judgment, both Lessor and Lessee hold certain adjudicated rights to pump groundwater from the Main San Gabriel Groundwater Basin (“Main Basin”) on an annual basis which are further described in the Amended Judgment and referred to for purposes of this Agreement as “Annual Production Rights”; and

WHEREAS, pursuant to the Amended Judgment, including but not limited to Section 55 thereof, parties to the Amended Judgment are authorized to assign, transfer, license or lease all or any portion of their Annual Production Rights to other entities, including but not limited to other parties to the Amended Judgment, provided that appropriate notice procedures established by the Main San Gabriel Basin Watermaster (“Watermaster”) are followed; and

WHEREAS, as of the date hereof, Lessor has 300 acre-feet of Annual Production Rights for the 2024-2025 water year available for lease; and

WHEREAS, Lessor and Lessee desire to enter into this Lease for the 300 acre-feet of Annual Production Rights for the 2024-2025 water year.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises set forth herein, Lessor and Lessee agree as follows:

1. Leasing of Production Rights. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Three Hundred (300) acre-feet of Annual Production Rights (the “Leased Production Rights”) for the term and upon the terms and conditions set forth in this Lease.

2. Term. The term of this Lease shall be for a period commencing July 1, 2024 and ending June 30, 2025.

Commented [BS1]: Is this term correct?

3. Lease Rate, Payment and Adjustment.

The lease rate under this Lease shall be ninety-one percent (91%) of the prevailing Pre-purchased Supplemental Water Rate (the "Pre-purchased SWR") set by the Upper San Gabriel Valley Municipal Water District's Board of Directors ("USGVMWD") on October 9, 2024. That Pre-purchased SWR is \$1,015 per acre foot for the current production year.

Thus, the gross rental amount payable for the lease of the Leased Production Rights under this Lease for the term as listed in paragraph 2 above shall be Two Hundred Seventy-Seven Thousand Ninety-Five Dollars (\$277,095), which is calculated on the basis of 91% of the Pre-purchased SWR of \$1,015 per acre foot. If the Pre-purchased SWR set by USGVMWD is revised or otherwise changed and made effective prior to June 30, 2025, a reconciling payment adjustment will be made by the Lessee or the Lessor, as the case may be, to the other party within 30 days from the date the revised Pre-purchased SWR is approved by USGVMWD.

Upon execution of this Lease, Lessor will send an invoice for, and Lessee will make the full payment of \$277,095 within 15 days of Watermaster's acknowledgement of the Lease.

All payments due Lessor pursuant to this Lease shall be made and sent as follows:

La Puente Valley County Water District
112 N. First Street
La Puente, CA 91744

4. Agreement Regarding Main San Gabriel Basin Watermaster.

- (a) Lessor agrees to execute and deliver to Lessee all documents which, from time to time, may be required by the Watermaster to reflect the lease to Lessee of the Leased Production Rights which are the subject of this Lease. All such documents shall be in such form and substance as shall be reasonably satisfactory to Lessor, Lessee and the Watermaster. If for any reason, the Watermaster elects not to acknowledge this Lease, Lessor agrees to refund prior payments to Lessee within 30 days from the date of a refund request by Lessee and substantiation of said refusal by Watermaster.

- (b) Lessee shall, at its expense, prepare and submit all reports required by the Watermaster in connection with the exercise by Lessee of the Leased Production Rights.
- (c) Lessee shall pay all assessments required by Watermaster and the San Gabriel Valley Water Association in connection with the exercise by Lessee of the Leased Production Rights.
- (d) This Lease entitles Lessee to the use only of the Leased Production Rights (i.e., lease of water rights) associated with Lessor's Production Rights. Lessor retains and does not convey to Lessee any other rights associated with said Production Rights.
- (e) The parties shall execute and file with the Watermaster all documents required under the Amended Judgment.
- (f) The parties agree to comply and be bound by all terms and conditions of the Amendment judgment and any and all other orders or determinations of the court and Watermaster.

5. Indemnification.

- (a) Lessor shall indemnify, hold harmless and defend Lessee and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Lessee, Lessor, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Agreement from the negligent or intentional acts or omissions of Lessor or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Lease; provided nothing herein shall constitute a waiver by Lessor of governmental immunities including California Government Code Section 810 et seq.
- (b) Lessee shall indemnify, hold harmless and defend Lessor and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Lease from negligence or intentional acts or omissions of Lessee or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Lease; provided

nothing herein shall constitute a waiver by Lessee of governmental immunities including California Government Code Section 810 et seq.

6. Other Provisions.

- (a) All communications, notices and demands (collectively "Notices") of any kind shall be made in writing and personally served or sent by registered or certified mail, postage prepaid to the following:

Lessor: Roy Frausto
La Puente Valley County Water District
112 N. First Street
La Puente, CA 91744

Lessee: Joshua Nelson
Industry Public Utilities
15625 Mayor Dave Way
City of Industry, CA 91744

Any Notice personally served shall be effective upon service. Any Notice sent by mail, and properly addressed, shall be effective upon date of receipt, or refusal as indicated on the return receipt. Either party may change its address for Notices by notice to the other given in a manner provided in this subparagraph.

- (b) This Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of both parties hereto.
- (c) Each party shall, upon request of the other party, take such further actions and execute and deliver such further instruments as shall be reasonably required to carry out the purpose and intent of this Lease.
- (d) This Lease is executed in the State of California and shall be governed by and construed in accordance with California law. Venue for any action arising out of or related to the Lease shall be placed in any court of the State of California with appropriate jurisdiction and located in the County of Los Angeles, with service of process to be in accordance with the then provisions of the California Code of Civil Procedure.
- (e) This Lease may be executed in two or more counterparts, each of which shall be an original but all of which, together, shall constitute a single instrument. It shall not be necessary for both parties to execute the same counterpart(s) of this Lease for this Lease to become effective.
- (f) This Lease constitutes the entire agreement of Lessor and Lessee with respect to the subject matter hereof. This Lease supersedes all prior

discussions and understandings with respect to the subject matter hereof. There are no representations, warranties, promises or covenants as to the subject matter hereof except as expressly set forth in this Lease.

- (g) This Lease may be amended only by a written instrument executed by both parties.
- (h) The paragraph headings contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- (i) Lessor represents and acknowledges that it is executing this Lease as the owner of the Production Rights that are the subject of this Lease, and that said rights are not encumbered in any way that would interfere with Lessee's rights as set forth herein.
- (j) Neither party shall assign, let or sublet the whole or any part of its interest in this Agreement without the prior written consent of the other party.
- (k) This Lease does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, public entity, or other form of organization or association of any kind that is not a party to this Lease.
- (l) In the event of any action between the parties hereto seeking enforcement or interpretation of any of the provisions of this Lease, the prevailing party in such action shall be entitled to an award, in addition to any damages, for its reasonable costs and expenses, including without limitation, actual costs and attorneys' fees, consultants' fees and experts' fees, as ordered by the trier of fact.
- (m) Any waiver of the provisions of this Lease by the party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Lease.

[SIGNATURES OF FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Lease as of the Effective Date.

LESSOR

La Puente Valley County Water District

Roy Frausto
General Manager

LESSEE

Industry Public Utilities

Joshua Nelson
Public Utilities Director

ATTEST:

Julie Gutierrez Robles, Secretary

APPROVED AS TO FORM:

James M. Casso, General Counsel

ITEM NO. 6.5

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (herein the “**Agreement**”) entered into and effective as of date this Agreement is fully executed, as specified on the signature pages below, by and between Bene Madre LLC and Deidre Vail (“**Claimants**”) and Industry Public Utilities (“**IPU**”). Claimants and the IPU are collectively referred to herein as the “**Parties**.”

WHEREAS, on or around February 4, 2022, Claimants presented a Government Claims Act claim to the City of Industry concerning an incident that occurred on or around January 25, 2022 in which Claimants allege a broken fire hydrant resulted in flooding and damage at the property at 14362 Proctor Avenue, City of Industry, CA 91746 (“**Incident**”);

WHEREAS, the Parties, without any admission of fault, liability, or responsibility, desire to accomplish an amicable compromise and resolution of the disputes that presently exist or may exist between them related to the Incident, including but not limited to those raised in the February 4, 2022 claim;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree as follows:

1. Consideration. In consideration for the compromise of claims, mutual releases, and the terms described in this Agreement, the IPU agrees to pay Claimants a lump sum of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00).

2. Payment Funding. The IPU shall make the payment described in Paragraph 1 by check made out to “Bene Madre LLC” and delivered to 20110 Landaluce Lane, Walnut, CA 91789. The payment will be due within thirty (30) days after the occurrence of following events, whichever occurs last: (1) delivery of a fully executed version of this Agreement to all Parties; and (2) delivery of Bene Madre LLC’s W-9 to the Industry c/o James M. Casso, General Counsel, 13300 Crossroads Parkway North, Suite 410, Industry, CA 91746, jcasso@cassosparks.com.

3. General Release and Covenant Not to Sue. In exchange for the compromise of all claims asserted or that can be asserted in connection with the Incident, payment of the consideration identified in Paragraph 1, and the terms described in this Agreement, Claimants—for themselves and their heirs, executors, estates, administrators, successors, assigns, trustees, trustors, beneficiaries, subrogees, insurers, reinsurers, third-party administrators, attorneys, lien holders, personal representatives, agents, and all other persons or entities who may take any interest through Claimants in the matter herein released (“**Releasers**”)—do hereby mutually, fully, and finally release, acquit, and forever discharge the IPU and the City of Industry—including the IPU and the City of Industry’s past and present departments, boards, commissions, sub-agencies, related entities, council members, officials, officers, employees, consultants, managers, contractors, agents, successors, assigns, trustees, trustors, beneficiaries, subrogees, insurers, reinsurers, third-party administrators, attorneys, lien holders, corporate affiliates (including any corporations, companies, and partnerships that the IPU or the City of Industry controls or owns), predecessors, and all other persons or entities who may take any interest or be subject to liability through the IPU or the City of Industry in the matter herein

released ("Releasees")—from any and all causes of action, claims, suits, arbitration claims, liabilities, indemnity claims, demands of every kind and nature, damages, losses, debts, judgments, liens, sanctions, costs, fees (including but not limited to attorneys' fees and legal costs), and expenses of whatever kind or nature, including, but not limited to, any tort, or any federal, state or other governmental statute, regulation, or ordinance, arising out of, in connection with, or related in any way to the Incident.

In connection with the releases granted herein, Claimants and all Releasors acknowledge that there may be claims, demands, damages, causes of action, suits, or liability presently unknown or unsuspected, or facts in addition to or different from those which they now know, and intend, through this Agreement, and upon the advice of their own counsel, to settle and to fully, finally, and forever release all such matters, and all claims, demands, damages, causes of action, suits, or liability relative thereto, which do now exist, may exist, or previously have existed between the Parties relating to the Incident.

Claimants and all Releasors forever refrain from prosecuting, initiating, maintaining, or pressing any action, suit or claim, known or unknown, against the IPU or any Releasees based on any matter relating to the Incident.

4. Waiver of Civil Code Section 1542. In furtherance of this intention of the releases given herein, the Parties hereto expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties hereto acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code were separately bargained for, and they expressly consent that this Agreement shall be given full force and effect in accordance with each and all of its expressed terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, damages, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove specified.

5. Binding Effect. The Parties agree that this Agreement shall inure to the benefit of, and be binding upon, the Parties and each of them and their heirs, executors, estates, administrators, successors, assigns, trustees, trustors, beneficiaries, subrogees, insurers, reinsurers, third-party administrators, attorneys, lien holders, personal representatives, agents, employees, and any other person or entity who may take any interest or be subject to liability through any of the Parties in the matter herein released.

6. Representations and Warranties. The Parties represent and warrant by promise of defense, indemnity, and holding harmless, that:

a. The Parties and each of them, being of sound mind and body, have authority to enter into this Agreement in order to effectuate a total and complete settlement.

b. Claimants warrant that they have the exclusive right to prosecute and compromise the Claims released herein by this Agreement. Claimants have not sold, assigned, granted, or transferred to any other person, firm, corporation, or entity, any claim, counterclaim, demand, or cause of action occurring, arising, or existing prior to the date of this Agreement. Claimants further represent and warrant that they have not assigned or transferred to anyone any claims which would otherwise be released hereby.

c. The Parties and each of them have no knowledge of any subrogation rights, lien rights, or related services rendered to them as a result of the Incident held by third parties, including persons, firms, corporations, insurers, insurance agencies, attorneys, governmental agencies, or other entities, that will survive or not be extinguished by this settlement.

d. Claimants, on behalf of themselves and all Releasors, represent that no lawsuits, complaints, or charges have been filed or asserted against the IPU or any of the Releasees based on the Incident in any state or federal court or agency. Claimants specifically represent that they and the Releasors will not in the future file, prosecute, participate in, instigate, or encourage the filing of any actions, lawsuits, complaints, or charges by any party in any state or federal court or any proceedings before any local, state or federal agency against the IPU or any of the Releasees concerning any allegations or claims based upon events or occurrences arising from the Incident.

e. The Parties and each of them represent that their undersigned have the right, power, legal capacity, and authority to enter into and perform their obligations under the Agreement and no approvals or consents of any other persons or entities, other than the individuals signing, are necessary in connection with the execution of this Agreement. The IPU further represents that its undersigned has the right, power, legal capacity, and authority to enter into and perform its obligations under the Agreement, subject to the formal approval of this Agreement by the IPU at regular or special meeting of the Industry Public Utilities Commission.

7. No Admissions. It is expressly understood and agreed that the execution of this Agreement and payment and receipt of the consideration forth above is in settlement and compromise of a dispute only and shall not be construed in any manner to be an admission of liability by any party hereto.

8. No Representations Concerning Tax Consequences. Neither the IPU nor any of its counsel, agents, representatives, or insurers have made any representations regarding the tax or other consequences to Claimants or any other person or entity regarding the payment(s) provided in Paragraph 1. Claimants represent that they have had and/or will have an opportunity to receive independent legal and accounting advice regarding the tax and other consequences of this Agreement and the payment(s) and that they have not relied upon any representation of the IPU or any of the IPU's counsel, agents, representatives, or insurers on that subject. Each Party shall be responsible for their own tax liabilities and other such obligations that arise from or relate to this Agreement.

9. Independent Advice. The Parties acknowledge that in entering into and executing this Agreement that they had the independent counsel and legal advice of an attorney of their own choice, and that they are not relying upon any representation of any other party hereto unless expressly set forth herein in writing.

10. Attorneys' Fees. The Parties to this Agreement will bear their own costs, expenses, and attorneys' fees in connection with the Action and this Agreement. Should suit be brought to enforce or interpret any part of this Agreement, the "prevailing party" shall be entitled to the recovery of reasonable costs and expenses incurred, including, without limitation, attorneys' fees.

11. Notices. Except as otherwise required by law, all notices, consents, approvals, and other communications required or permitted hereunder must be in writing. They will be deemed to have been duly given: (1) on the date of service if served personally on the party to whom notice is to be given; (2) on the date of delivery if sent by commercial overnight courier with written verification of receipt or by email; or (3) on the fifth day of mailing if mailed to the party to whom notice is to be given by United States priority mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows:

For Claimants:

Deidre Vail
20110 Landaluce Lane
Walnut, CA 91789

For IPU:

Joshua Nelson, Public Utilities Director
jnelson@cityofindustry.org
15625 Mayor Dave Way
City of Industry, CA 91744

James M. Casso, Esq., General Counsel
jcasso@cassosparks.com
CASSO & SPARKS, LLP
13300 Crossroads Pkwy. North, Ste. 410
City of Industry, CA 91746

12. Choice of Law/Venue. This Agreement shall be construed and enforced under California law and venue shall be Los Angeles County.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplemental, modification, or amendment of this Agreement shall be valid unless executed in writing by all the Parties.

14. Modifications and Amendments. This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

15. Waiver and Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereto or of any other agreement or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligations or act. No failure or delay of any party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. Titles and Headings. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the paragraphs to which they relate.

17. Construction. Each party to this Agreement has cooperated in the drafting, preparation, and review of this Agreement, and the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, will not be employed in any interpretation of this Agreement.

18. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application; and to this end, the provisions of this Agreement are declared to be severable.

19. Miscellaneous. Whenever used herein, unless the context otherwise requires, the singular shall include the plural and the plural the singular; and words used in any gender, including words of relationship, shall read as including the corresponding words of the opposite or neutral gender.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Photocopies, facsimile, or other reproductions of this Agreement or counterparts shall have the same force and effect as though they were originals.

21. Electronic Signatures. This Agreement may be executed by electronic signature and/or through signatures reflected on scanned copies of signed pages (or by DocuSign or other electronic form signifying a Party's consent in the same fashion as a printed signatures inscribed by hand).

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS MY OWN FREE ACT. I CERTIFY THAT I HAVE HAD THE BENEFIT OF LEGAL COUNSEL CONCERNING THIS AGREEMENT.

For Bene Madre, LLC

Dated: 3-11-2025

By: Deidre Vail
Deidre Vail
Title: Manager for Bene Madre, LLC

For Deidre Vail

Dated: 3-11-2025

By: Deidre Vail
Deidre Vail

For Industry Public Utilities:

INDUSTRY PUBLIC UTILITIES

Dated: _____

By: _____
Cory C. Moss
Title: President

ATTEST:

By: _____
Julie Gutierrez-Robles
Title: Secretary

ITEM NO. 6.6



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Engineering Manager
Chris Lum Construction Manager CNC Engineering

DATE: April 10, 2025

SUBJECT: Consideration of Notice of Completion for Contract No. IPUC-0011, Lomitas Generator Replacement and Miscellaneous Site Improvements, with Cora Constructors Inc.

Background:

On December 14, 2023, the Industry Public Utilities Commission ("IPUC") awarded Contract No. IPUC-0011 for the Lomitas Generator Replacement and Miscellaneous Site Improvements project to Cora Constructors Inc., in the amount of \$683,231.50. This project consisted of replacing the existing emergency backup and standby diesel generator with a new natural gas-powered generator for operational reliability and safe operation of the facility. Additionally, the contractor installed a natural gas line connection to the new generator, procured and installed a metal shade canopy over the existing automatic transfer switch and control equipment cabinet, replaced cabling between the new generator and existing automatic transfer switch, and miscellaneous related improvements to the concrete slab, drainage and asphalt paving areas.

Discussion:

As of February 14, 2025, the Public Utilities Director approved Change Order Nos. 1 through 3 in the amount totaling \$33,359.41:

- **Change Order No. 1** – Costs in the amount of \$1,661.75 were approved to add rebar cages per Plan Revision No. 1.
- **Change Order No. 2** – Costs in the amount of \$7,710.19 were approved to extend the access pad and add electrical conduit modifications per Plan Revision No. 2.
- **Change Order No. 3** – Costs in the amount of \$23,987.47 were approved to construct and install supplemental appurtenances necessary to prepare for the increase in gas pressure per Plan Revision No. 4.

Table 1 - Summary of Extra Costs

Contract Amount	\$683,231.50
Change Order No. 1	\$1,661.75
Change Order No. 2	\$7,710.19
Change Order No. 3	\$23,987.47
Revised Project Cost	\$716,590.91

As of February 17, 2025, Staff determined the new natural gas-powered generator has been installed and is operational as well as the metal shade canopy and all site improvements have been completed.

Fiscal Impact:

The revised contract amount including Change Order Nos. 1-3 totals \$716,590.91. In the adopted fiscal year 2024-2025 Capital Improvement Project budget, \$850,000.00 is approved for this project (Account 123-717-5205) (MP 02-15 #2). The Public Utilities Director was authorized to approve change orders up to 10 percent of the contract costs. The change orders represent a 4.88 percent increase in costs.

Recommendation:

1. Accept the work performed by Cora Constructors Inc., in the amount of \$716,590.91; and
2. Authorize the President or her designee to execute the Notice of Completion attached here as Exhibit A; and
3. Authorize the City Clerk to file a Notice of Completion for this project.

Exhibits:

1. Notice of Completion, dated April 10, 2025



CITY OF INDUSTRY

- ☐ Civic-Recreational-Industrial Authority
 - ☒ Industry Public Utilities Commission
 - ☐ Industry Property and Housing Management Authority
 - ☐ Successor Agency to the Industry Urban-Development Agency
- 15625 Mayor Dave Way, City of Industry, CA 91744

Notification of Construction Completion

Lomitas Generator Replacement
Project: and Miscellaneous Site Improvements **Date: April 10, 2024**

Contract **Contract No.: IPU-0011**

Contractor: Cora Constructors, Inc.

As a result of an inspection conducted on 02/17/2025 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	Kevin Huculak	<u>Kevin Huculak</u> Kevin Huculak (Mar 20, 2025 14:48 PDT)		03/20/2025
	Printed Name	Signature	Title	Date

Recommended by Project Engineer	John Kao	<u>[Signature]</u> John Kao (Mar 20, 2025 14:13 PDT)	Project Engineer	03/20/2025
	Printed Name	Signature	Title	Date

Recommended by Project Inspector	William Rojas	<u>[Signature]</u> William rojas (Mar 21, 2025 09:45 PDT)	Project Inspector	03/21/2025
	Printed Name	Signature	Title	Date

Recommended by Project Manager	Chris Lum	<u>Chris Lum</u>	Construction Manager	03/20/2025
	Printed Name	Signature	Title	Date

Recommend by Public Agency	Mathew Hudson		Director of Public Works	
	Printed Name	Signature	Title	Date

Approved by Public Agency	Joshua Nelson		Public Utilities Director	
	Printed Name	Signature	Title	Date

IPU-0011- Notice of Const. Completion

Final Audit Report

2025-03-21

Created:	2025-03-20
By:	Andrea Salazar (asalazar@cityofindustry.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArP3OIF4tT6viauStTyF-MGXKNwz9Tr91

"IPU-0011- Notice of Const. Completion" History

 Document created by Andrea Salazar (asalazar@cityofindustry.org)
2025-03-20 - 9:06:03 PM GMT

 Document emailed to kevin@coraconstructors.com for signature
2025-03-20 - 9:08:06 PM GMT

 Document emailed to John Kao (jkao@cnc-eng.com) for signature
2025-03-20 - 9:08:07 PM GMT

 Document emailed to wrojas@cnc-eng.com for signature
2025-03-20 - 9:08:07 PM GMT

 Document emailed to Chris Lum (clum@cnc-eng.com) for signature
2025-03-20 - 9:08:07 PM GMT

 Email viewed by Chris Lum (clum@cnc-eng.com)
2025-03-20 - 9:08:45 PM GMT

 Document e-signed by Chris Lum (clum@cnc-eng.com)
Signature Date: 2025-03-20 - 9:08:57 PM GMT - Time Source: server

 Email viewed by John Kao (jkao@cnc-eng.com)
2025-03-20 - 9:13:32 PM GMT

 Document e-signed by John Kao (jkao@cnc-eng.com)
Signature Date: 2025-03-20 - 9:13:47 PM GMT - Time Source: server

 Email viewed by wrojas@cnc-eng.com
2025-03-20 - 9:32:37 PM GMT

 Email viewed by kevin@coraconstructors.com
2025-03-20 - 9:46:54 PM GMT

 Signer kevin@coraconstructors.com entered name at signing as Kevin Huculak
2025-03-20 - 9:48:00 PM GMT

 Document e-signed by Kevin Huculak (kevin@coraconstructors.com)
Signature Date: 2025-03-20 - 9:48:02 PM GMT - Time Source: server

 Signer wrojas@cnc-eng.com entered name at signing as William rojas
2025-03-21 - 4:45:45 PM GMT

 Document e-signed by William rojas (wrojas@cnc-eng.com)
Signature Date: 2025-03-21 - 4:45:47 PM GMT - Time Source: server

 Agreement completed.
2025-03-21 - 4:45:47 PM GMT

ITEM NO. 6.7

Verbal Presentation

ITEM NO. 6.8



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Engineering Manager
Upendra Joshi, Senior Project Manager

DATE: April 10, 2025

SUBJECT: Consideration of authorization to advertise for public bids for Contract No. IPU-0014, Turnbull Canyon Road and Salt Lake Avenue Waterline Improvements, for an estimated cost of \$965,000.00 (MP 02-15 #14)

Background:

The Turnbull Canyon Grade Separation project is being managed and constructed by the San Gabriel Valley Council of Governments ("SGVCOG"). This project will improve the traffic circulation in the vicinity of Turnbull Canyon Road and the Union Pacific Railroad (Los Angeles Subdivision). In order to construct the proposed improvements, certain facilities owned by the IPU and managed/operated by La Puente Valley County Water District ("LPVCWD") need to be relocated to resolve conflict with the project. LPVCWD's consultant has prepared final design plans to relocate a portion of the waterline which will resolve the conflict. Also, LPVCWD planned to upgrade the existing waterline along Salt Lake Avenue.

This improvement project will be implemented as Contract No. IPU-0014, subject to the approval by the Industry Public Utilities Commission.

Discussion:

The scope of work involves construction of pipelines for the conveyance of water, including the trenching, shoring, backfilling, compacting, paving, and surfacing as necessary to complete the installation of such pipelines and providing construction zone traffic control. This project will replace existing pipes with the 1800 linear feet of 6 inch in diameter ductile iron pipes.

Fiscal Impact:

The estimated cost for this project is \$965,000.00. This project is approved in the FY 24-25 Capital Improvement Project budget (MP 02-15 #14, Account No. 123-717-5205) for \$600,000.00. Depending on bid results, future budgets will be adjusted accordingly to account for any additional amount approved for the project.

Recommendation:

It is hereby recommended that the Commission approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

1. A. Notice Inviting Bids
2. B. Engineer's Estimate
3. C. Section A – Pages A-1 through A-8
4. D. Reduced Set of Plans

FOR PUBLICATION

NOTICE INVITING BIDS FOR:

**INDUSTRY PUBLIC UTILITIES
PROJECT NO. 014**

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014

The **INDUSTRY PUBLIC UTILITIES**, hereinafter referred to as the **IPU**, will receive bids for the construction of the above project until **10:00 A.M. on Tuesday, May 20, 2025**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering or Class C-34 Pipeline Contractor** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **IPU** reserves the right to award the contract to the contractor with another license class if the **IPU** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the IPU.

The Scope of Work is as follows: Construction of pipelines for the conveyance of water, including the trenching, shoring, backfilling, compacting, paving, and surfacing as necessary to complete the installation of such pipelines and providing construction zone traffic control.

Preferred Qualifications of the Contractor: The Contractor shall have at least five (5) years of experience performing similar work for public agencies in Southern California for Public Works projects or have performed similar work for the City of Industry in the past. Provide a list of three (3) projects completed within the past five (5) years with the name of the Company, contact person and bid price (see page C-16). Contractor shall complete and submit Contractor's Statement of Experience after the submittal of bid **if requested.**

Two pre-bid meetings will be conducted by the City Engineer at the job site on **Thursday, May 1, 2025 at 9:00 a.m.** and **Tuesday, May 6, 2025 at 9:00 a.m.** All bidders are required to attend; it is mandatory to attend one of the pre-bid meetings. Attendees will meet near **15151 Salt Lake Avenue, City of Industry.** For bidders who are not able to attend the scheduled job walks and desire to provide a bid, arrangements may be made by contacting the project manager at CNC Engineering, (626) 333-0336, to see the site. Job walks may be scheduled between 10 AM and 2 PM, Monday through Friday. The bidder shall allow 48 hour advance notice to allow for coordination and scheduling access to the site. Job walks requested in the last 72 hours prior to the bid time may not be possible but will be accommodated if possible.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Monday, May 12, 2025 at 5:00 p.m.**

**INDUSTRY PUBLIC UTILITIES
PROJECT NO. 014**

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014

Each bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **INDUSTRY PUBLIC UTILITIES**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **INDUSTRY PUBLIC UTILITIES** dated **April 10, 2025**

Julie Gutierrez-Robles, Commission Secretary

ESTIMATE FOR:

INDUSTRY PUBLIC UTILITIES

PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE
IMPROVEMENTS

CONTRACT NO. IPU-0014

ENGINEER'S ESTIMATE
\$965,000.00

SECTION A

**INDUSTRY PUBLIC UTILITIES
PROJECT NO. 014**

**TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE
IMPROVEMENTS**

CONTRACT NO. IPU-0014

The **INDUSTRY PUBLIC UTILITIES**, hereinafter referred to as the **IPU**, will receive bids for the construction of the above project until **10:00 A.M. on Tuesday, May 20, 2025**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering or Class C-34 Pipeline Contractor** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **IPU** reserves the right to award the contract to the contractor with another license class if the **IPU** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the IPU.

The Scope of Work is as follows: Construction of pipelines for the conveyance of water, including the trenching, shoring, backfilling, compacting, paving, and surfacing as necessary to complete the installation of such pipelines and providing construction zone traffic control.

Preferred Qualifications of the Contractor: The Contractor shall have at least five (5) years of experience performing similar work for public agencies in Southern California for Public Works projects or have performed similar work for the City of Industry in the past. Provide a list of three (3) projects completed within the past five (5) years with the name of the Company, contact person and bid price (see page C-16). Contractor shall complete and submit Contractor's Statement of Experience after the submittal of bid **if requested.**

Two pre-bid meetings will be conducted by the City Engineer at the job site on **Thursday, May 1, 2025 at 9:00 a.m.** and **Tuesday, May 6, 2025 at 9:00 a.m.** All bidders are required to attend; it is mandatory to attend one of the pre-bid meetings. Attendees will meet near **15151 Salt Lake Avenue, City of Industry.** For bidders who are not able to attend the scheduled job walks and desire to provide a bid, arrangements may be made by contacting the project manager at CNC Engineering, (626) 333-0336, to see the site. Job walks may be scheduled between 10 AM and 2 PM, Monday through Friday. The bidder shall allow 48 hour advance notice to allow for coordination and scheduling access to the site. Job walks requested in the last 72 hours prior to the bid time may not be possible but will be accommodated if possible.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Monday, May 12, 2025 at 5:00 p.m.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **INDUSTRY PUBLIC UTILITIES.** The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the IPU. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: IPU-0014 - TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS, City of Industry City Hall, 15625 Mayor Dave Way, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond and signed bid package to the IPU and will be given a deadline to submit.

The IPU may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the IPU awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the IPU to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to

execution of contract. The above bonds shall be secured by a surety company satisfactory to the IPU, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the IPU.

Contractor shall provide the following types and amounts of insurance:

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

General Liability Insurance. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. 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. Contractor 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 Contractor 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 combined single limit for each accident.

Umbrella or Excess CGL Insurance. If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability ("CGL") policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the IPU providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The IPU, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Other provisions or requirements:

Proof of Insurance. Contractor shall provide certificates of insurance to the IPU as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must

be approved by the IPU's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the IPU at all times during the term of this contract. The IPU reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Contractor 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 work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The IPU and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the 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 the IPU before the IPU's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPU's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the IPU has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the IPU will be promptly reimbursed by Contractor or the IPU will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the IPU's risk manager.

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

Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the IPU to inform Contractor of non-compliance with any requirement imposes no additional obligations on the IPU 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 Contractor maintains higher limits than the minimums shown above, the IPU requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPU.

Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to IPU 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 IPU and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 IPU and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to IPU for review.

IPU's Right to Revise Requirements. The IPU reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the IPU and Contractor may renegotiate Contractor's compensation.

Self-insured Retentions. Any self-insured retentions must be declared to and approved by IPU. IPU 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 IPU.

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

Additional Insurance. Contractor 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.

EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 - (ii) Section 1777.4, Apprenticeship Requirements.
 - (iii) Section 1777.5, Apprenticeship Requirements.
 - (iv) Section 1813, Penalty for Failure to Pay Overtime.
 - (v) Section 1810 and 1811, Working Hour Restrictions.
 - (vi) Section 1775, Payroll Records.
 - (vii) Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section

1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the IPU.*

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **INDUSTRY PUBLIC UTILITIES** dated **April 10, 2025**.

Julie Gutierrez-Robles, Commission Secretary

GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2024 EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 990 PARK CENTER DR. STE E, VISTA, CA AND APPROPRIATE STANDARD DRAWINGS.
2. PRIOR TO BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15625 MAYOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (626) 333-2211. PER THE PROJECT SPECIFICATIONS.
3. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (626) 333-0336.
4. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS, LATEST EDITION, OF THE CITY OF INDUSTRY, AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15625 MAYOR DAVE WAY, CITY OF INDUSTRY, CA. 91744.
5. WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
6. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 968-1978 AND THE LOS ANGELES SHERIFF DEPARTMENT (626) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
7. ALL UTILITY TRENCHES IN PUBLIC STREETS OR FUTURE PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND EQUIVALENT OF 30. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT.
8. THE OPTION OF USING SLAG OR CRUSHED MISC. BASE (CMB) IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
9. EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
10. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 403 OF THE STANDARD SPECIFICATIONS. CONTRACTOR SHALL NOTIFY COUNTY SANITATION DISTRICT OF LOS ANGELES COUNTY (CSD), SUPERINTENDENT OF MAINTENANCE AT (213) 774-7272 A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN THE AREA OF THEIR MANHOLES. CONTRACTOR SHALL ASSIST IN THE ADJUSTMENT OF MANHOLES IN ACCORDANCE WITH THEIR PROCEDURES, LATEST EDITION.
11. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 400, 402-1 AND 402-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HEREON OR NOT TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
13. 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422-4133 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
14. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLAN

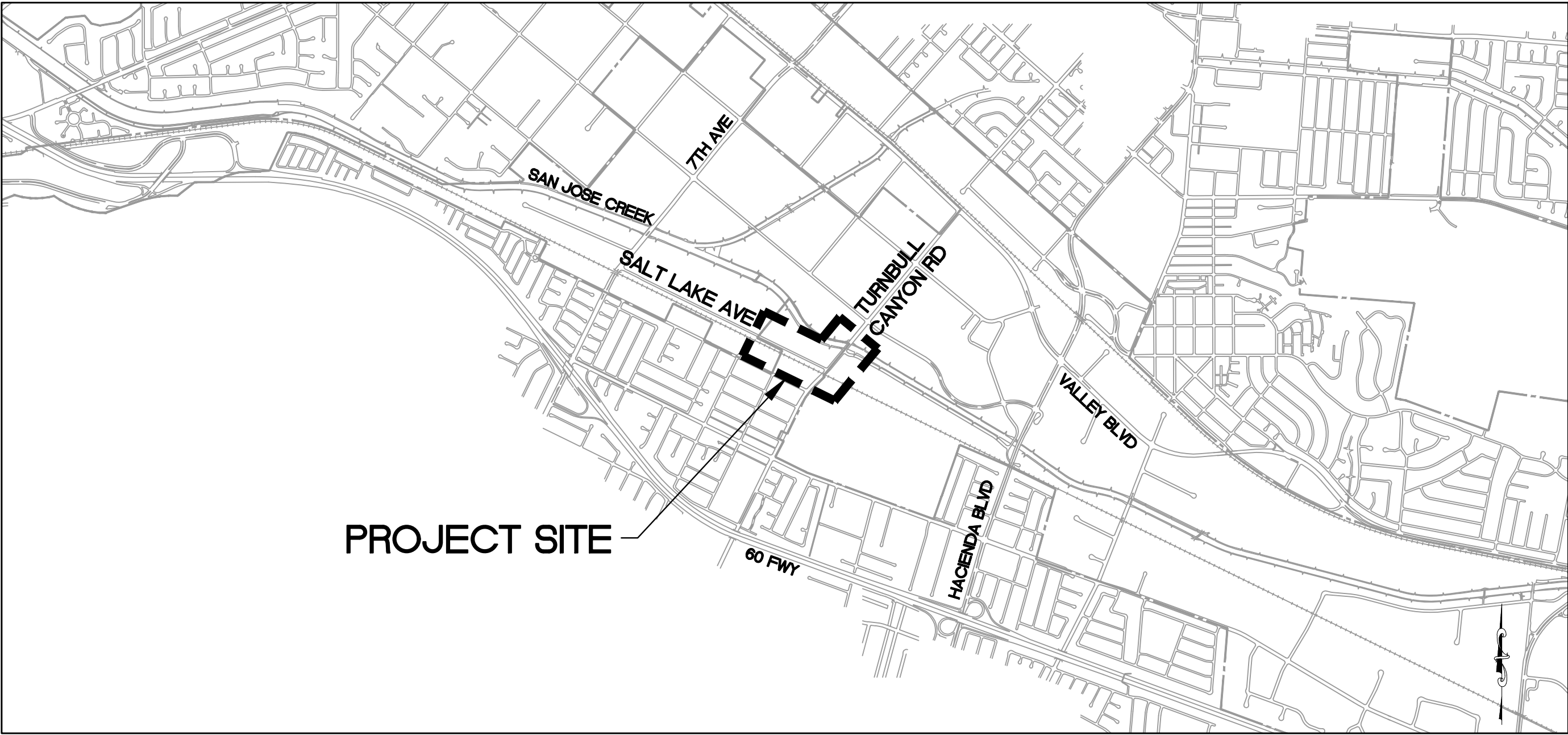
INDUSTRY PUBLIC UTILITIES

IMPROVEMENT PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

PHASE 1

CONTRACT NO. IPU-0014



VICINITY MAP
NOT TO SCALE

SHEET INDEX

CONTRACT DWG	SHEET NO.	SHEET TITLE
1 OF 10	1 OF 1	CONTRACT TITLE SHEET, GENERAL NOTES, VICINITY MAP, & NOTICE TO CONTRACTOR
2 OF 10	1 OF 9	TITLE SHEET - PIPELINE IMPROVEMENTS
3 OF 10	2 OF 9	GENERAL NOTES, ABBREVIATIONS, AND LEGEND
4 OF 10	3 OF 9	TURNBULL CANYON RD TEMPORARY ALIGNMENT PLAN
5 OF 10	4 OF 9	SALT LAKE AVE. FROM STA. 10+00.00 TO STA. 13+50.00
6 OF 10	5 OF 9	SALT LAKE AVE. FROM STA. 13+50.00 TO STA. 18+00.00
7 OF 10	6 OF 9	SALT LAKE AVE. FROM STA. 18+00.00 TO STA. 22+50.00
8 OF 10	7 OF 9	TURNBULL CANYON RD. FROM STA. 22+50.00 TO STA. 27+00.00
9 OF 10	8 OF 9	TURNBULL CANYON RD. FROM STA. 27+00.00 TO STA. 27+97.33
10 OF 10	9 OF 9	STANDARDS

NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.

BENCH MARK ELEV. 328.29 FT (NAVD88)

LOS ANGELES COUNTY PUBLIC WORKS SURVEY
SECTION K63975

RDBM TAG S CB 34.4 FT W/O BCR @ SW COR
GALE AVENUE & TURNBULL CANYON ROAD



NO.	DATE	REVISIONS	CK. BY



CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211



Prepared by:



255 N Hacienda Blvd | Ste 222
City of Industry | CA | 91744
P | 626.333.0336
www.cnc-eng.com

UPENDRA L. JOSHI, P.E. 72535 DATE

INDUSTRY PUBLIC UTILITIES

APPROVED BY:	APPROVED BY:
CLEMENT N. CALVILLO, P.E., RCE 27743 CONTRACT DEPUTY IPU ENGINEER DATE	JOSHUA L. NELSON, P.E., RCE 66959 PUBLIC UTILITIES DIRECTOR DATE

TURNBULL CANYON ROAD AND SALT LAKE AVENUE
WATERLINE IMPROVEMENTS

CONTRACT TITLE SHEET

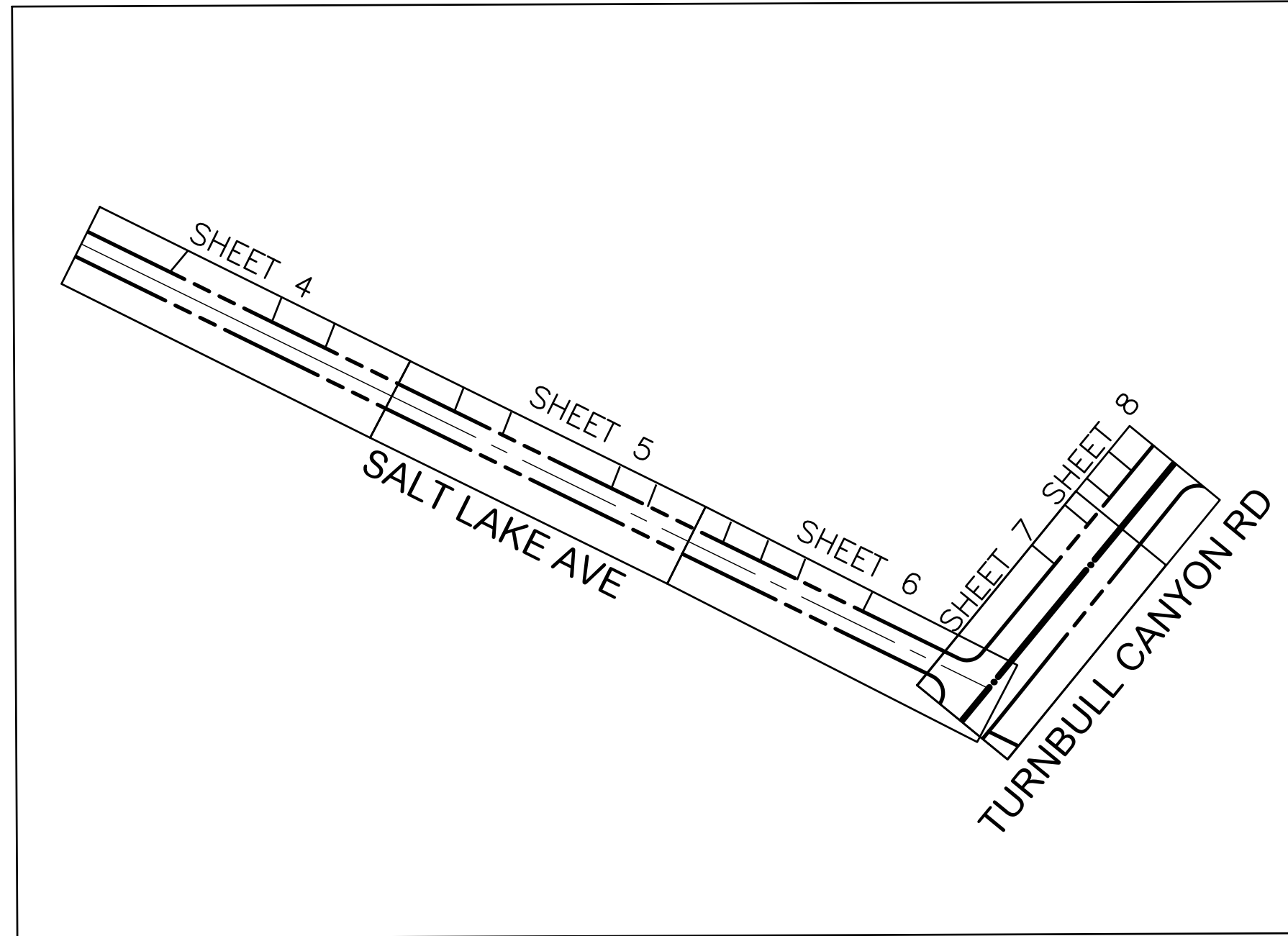
DESIGNED BY:	X.X.	CHECKED BY:	X.X.	JOB NO.	MP 02-15#14	SHEET	1	OF	1
DRAFTED BY:	X.X.	DATE:	MARCH 2025	CONTRACT NO.	IPU-0014				

CONTRACT DRAWING NO. 1 OF 10

[illegible]

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. NON-STORM WATER RUNOFF FROM EQUIPMENT AND VEHICLE WASHING AND OTHER ACTIVITY SHALL BE CONTAINED AT THE PROJECT SITE.
5. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
6. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND, ("GREEN WASTE" OR SOLID WASTE, BUT NOT DIRT, GENERATED WITHIN CITY OF LA PUENTE MUST BE DEPOSITED IN COVERED RECEPTACLE & DISPOSED OF BY GRAND CENTRAL RECYCLING, AT CONTRACTORS EXPENSE).
7. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
8. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

REY ALFONSO



SCALE: 1" = 200'

SHEET INDEX	
SHEET	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES, ABBREVIATIONS, AND LEGEND
3	TURNBULL CANYON RD TEMPORARY ALIGNMENT PLAN
4	SALT LAKE AVE. FROM STA. 10+00.00 TO STA. 13+50.00
5	SALT LAKE AVE. FROM STA. 13+50.00 TO STA. 18+00.00
6	SALT LAKE AVE. FROM STA. 18+00.00 TO STA. 22+50.00
7	TURNBULL CANYON RD. FROM STA. 22+50.00 TO STA. 27+00.00
8	TURNBULL CANYON RD. FROM STA. 27+00.00 TO STA. 27+97.33
9	STANDARDS

THE BEARING OF X00°00'00"X ON THE CENTERLINE OF (STREET),
AS SHOWN ON (MAP) (TRACT NO. XXX) WAS TAKEN AS BASIS OF BEARINGS.



REFERENCES							
NO.	DESCRIPTION	APP.	DATE	NO.	DESCRIPTION	APP.	DATE



INDUSTRY PUBLIC UTILITIES WATERWORKS SYSTEM DATE



605 E. Huntington Drive
Suite 205
Monrovia, CA 91016
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INDUSTRY PUBLIC UTILITIES WATERWORKS SYSTEM									
SALT LAKE PIPELINE IMPROVEMENTS - PHASE 1									
TITLE SHEET									
DESIGN: GS/OAM		CHECKED: DHS		DRAWN: GS/OAM					
DESIGN DATE: 09/10/2024			JOB NO. 2023150.00			SHEET 1 OF 9			

13 FURNISH AND INSTALL 2" PVC PIPE.

14 FURNISH AND INSTALL 2" PVC 45° BEND.

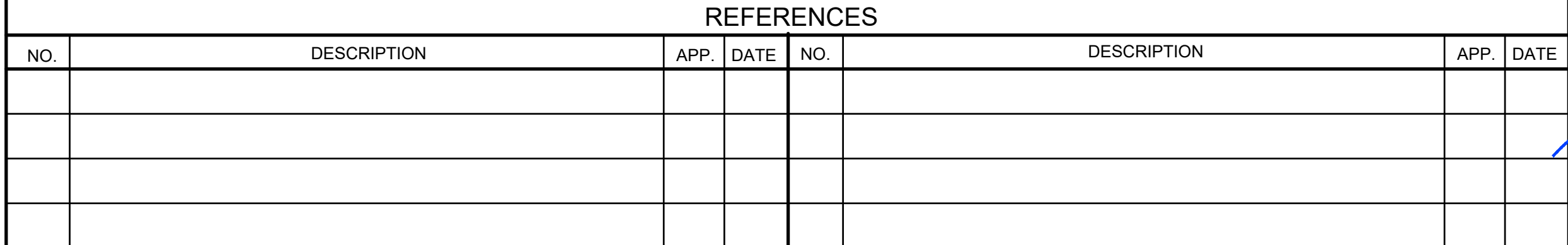
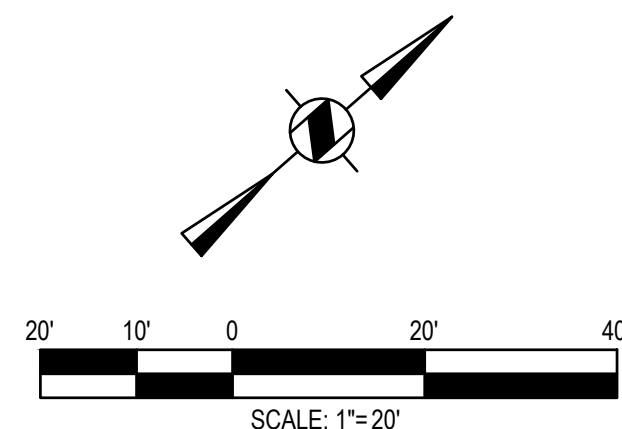
16 FURNISH AND INSTALL 2" PVC 11.25° BEND.

17 CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE TEMPORARILY ABOVE
GROUND HIGHLINE AT ALL TIMES DURING CONSTRUCTION WITH A RAMP OR OTHER MEANS OF
PROTECTION.

18 FURNISH AND INSTALL NEW 1" WATER METER SERVICE LATERAL AND NEW SERVICE METER
AND METER BOX PER LA PUENTE VALLEY COUNTY WATER DISTRICT STD. PLAN W-1.

19 FURNISH AND INSTALL TEMPORARY 1" SERVICE CONNECTION AND WATER METER.

1. CONTRACTOR SHALL POthOLE TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF EXISTING WATER MAIN AT CONNECTION POINT.
2. JOINTS SHALL NOT BE DEFLECTED GREATER THAN 2 1/2".
3. 2" PVC PIPE ALIGNMENT IS BASED ON ANTICIPATED CURB AND GUTTER DESIGN. ADJUST ALIGNMENT WHEN NECESSARY.
4. ENSURE BOTH THE TEMPORARY SERVICE CONNECTION AND METER ARE ADEQUATELY PROTECTED THROUGHOUT THE CONSTRUCTION PHASE UNTIL THE PERMANENT INSTALLATION IS FINALIZED.

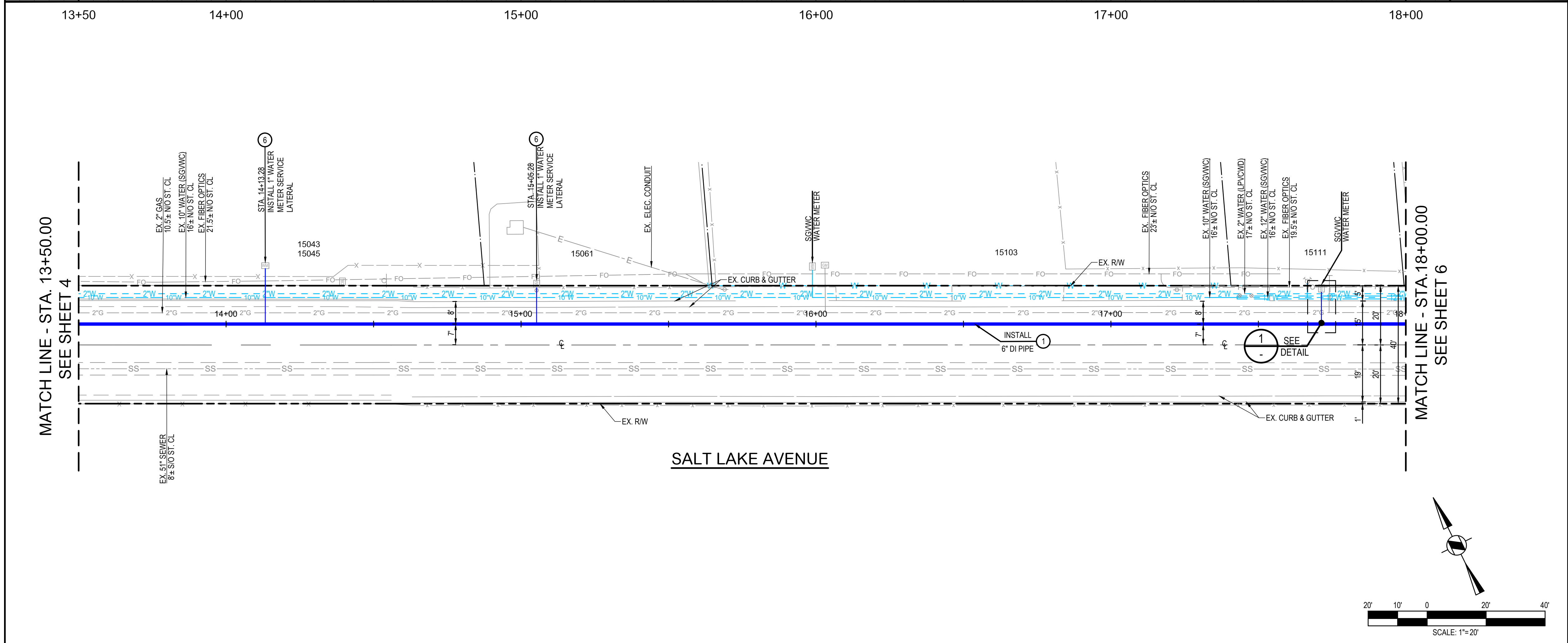
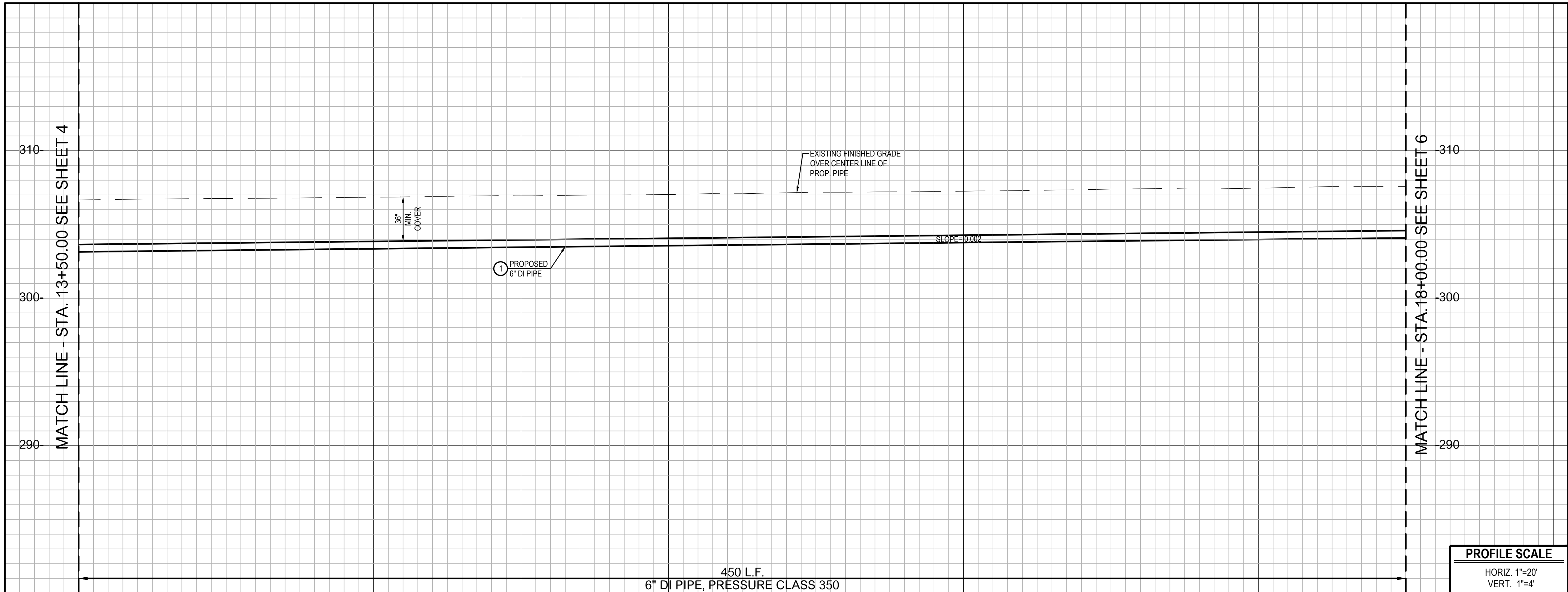


PLANS PREPARED BY:

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SALT LAKE PIPELINE IMPROVEMENTS - PHASE 1			
TURNBULL CANYON RD TEMPORARY ALIGNMENT PLAN			
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		SHEET	3 OF 9

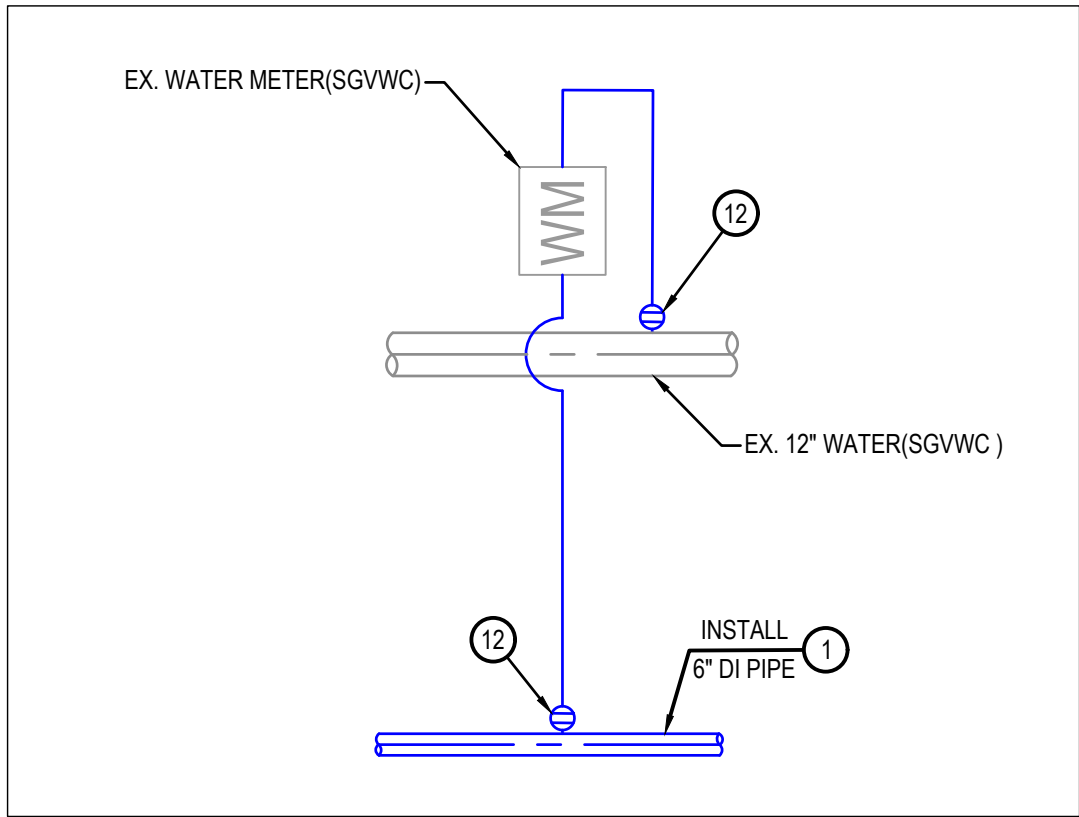


CONSTRUCTION NOTES:

- 1 FURNISH AND INSTALL 6" DUCTILE IRON PIPE PRESSURE CLASS 350, TRENCH DETAIL PER LA PUENTE VALLEY COUNTY WATER DISTRICT STD. PLAN W-8.
- 6 ABANDON EXISTING WATER METER SERVICE LATERAL. FURNISH AND INSTALL 1" WATER METER SERVICE LATERAL PER LA PUENTE VALLEY COUNTY WATER DISTRICT STD. PLAN W-1.
- 12 INSTALL DOUBLE STRAP BRONZE SERVICE SADDLE 2" M.I.P. OUTLET WITH 2" BRONZE CORPORATION VALVE BALL TYPE M.I.P. x C.T.S.

NOTES:

1. CONTRACTOR SHALL POTHOLE TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF EXISTING WATER MAIN AT CONNECTION POINT.
2. JOINTS SHALL NOT BE DEFLECTED GREATER THAN 2 1/2".
3. 2" PVC PIPE ALIGNMENT IS BASED ON ANTICIPATED CURB AND GUTTER DESIGN. ADJUST ALIGNMENT WHEN NECESSARY.
4. ENSURE BOTH THE TEMPORARY SERVICE CONNECTION AND METER ARE ADEQUATELY PROTECTED THROUGHOUT THE CONSTRUCTION PHASE UNTIL THE PERMANENT INSTALLATION IS FINALIZED.

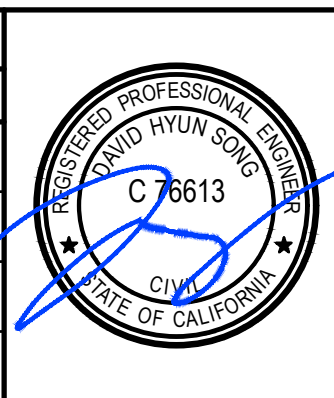


DETAIL 1

NOT TO SCALE



REFERENCES					
NO.	DESCRIPTION	APP.	DATE	NO.	DESCRIPTION



APPROVED BY:	DAVID HYUN SONG, P.E.	76613	09/10/2024
	CIVILTEC ENGINEERING, INC.	RCE	DATE
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INDUSTRY PUBLIC UTILITIES WATERWORKS SYSTEM			DATE

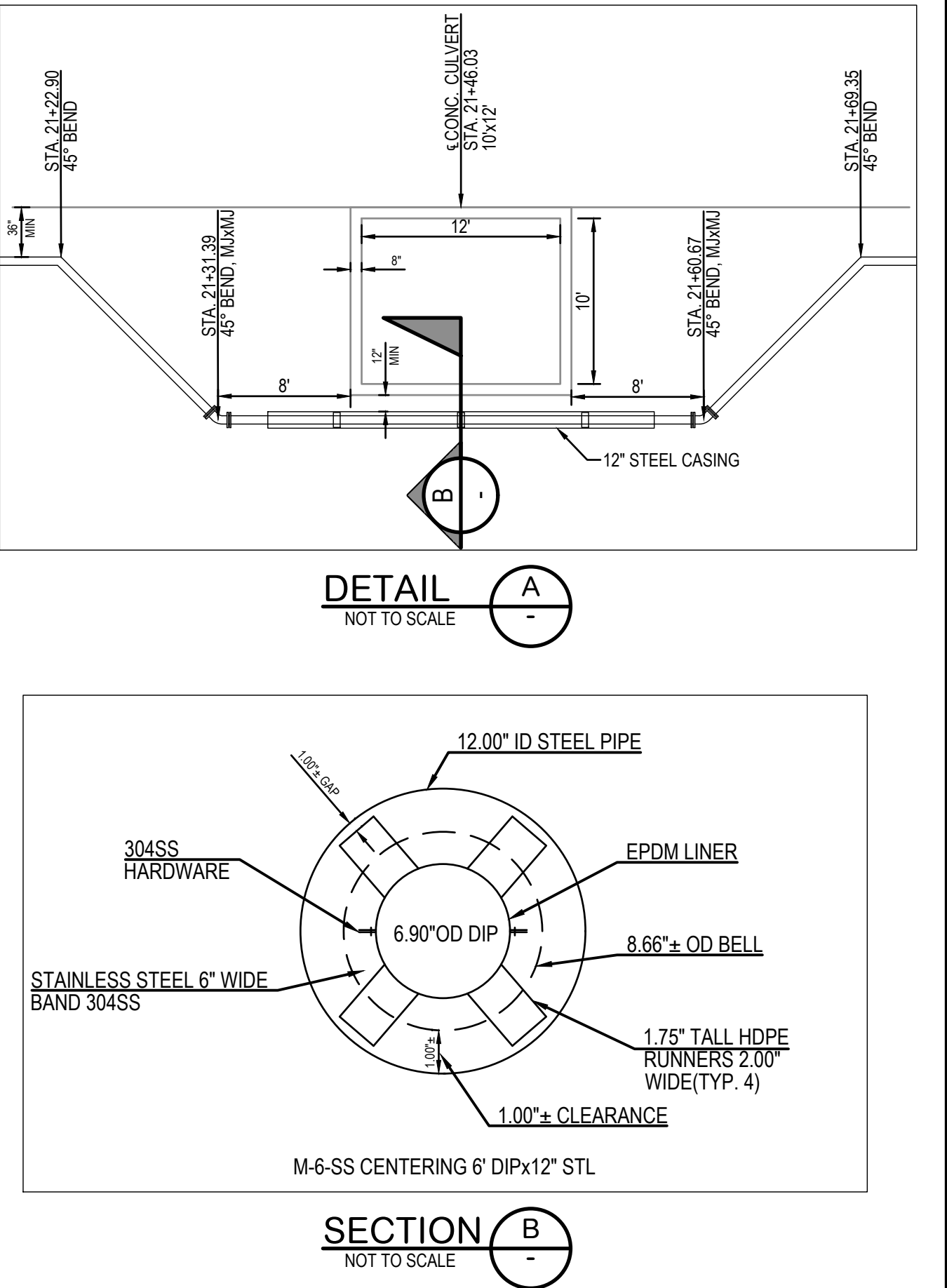
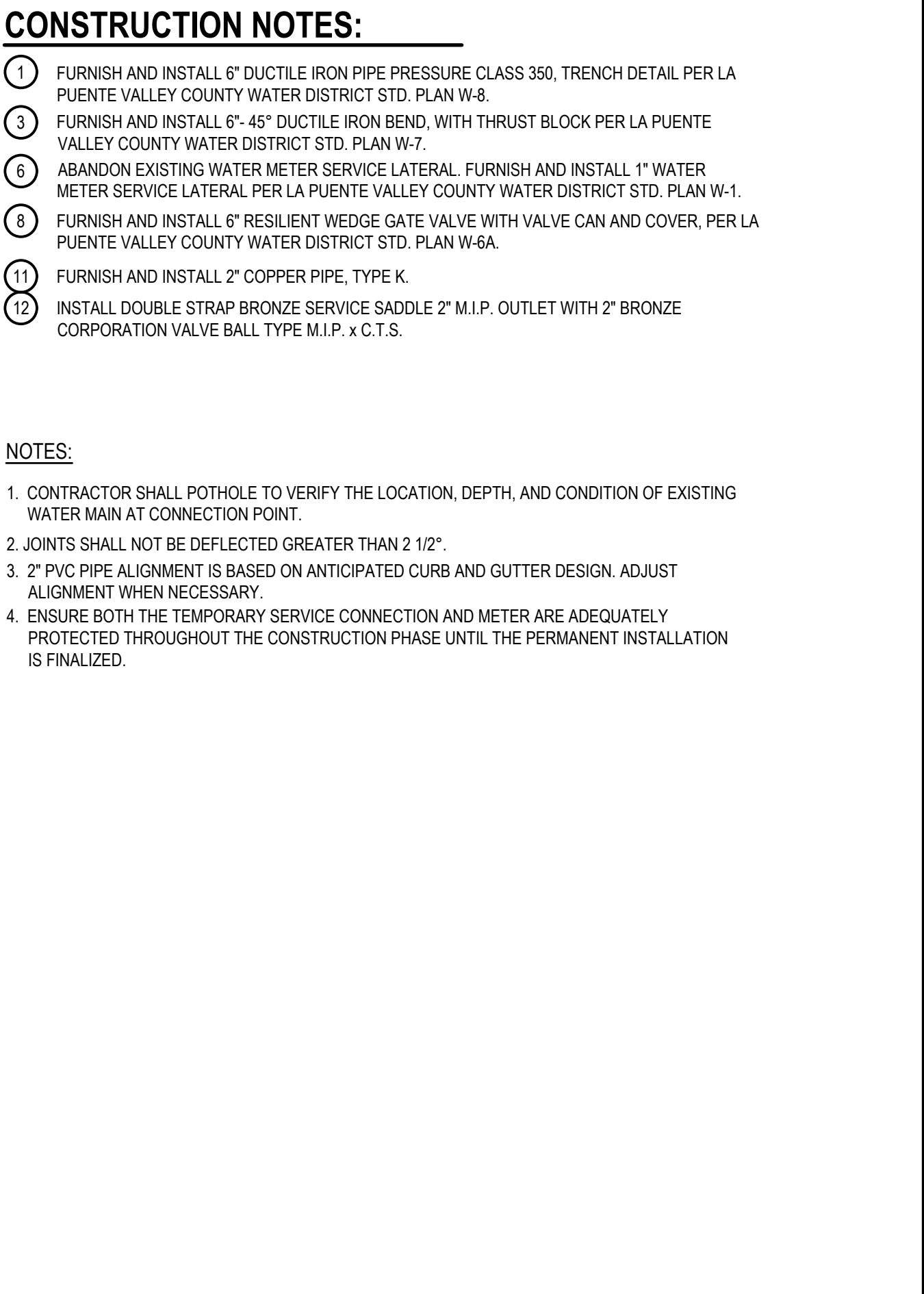
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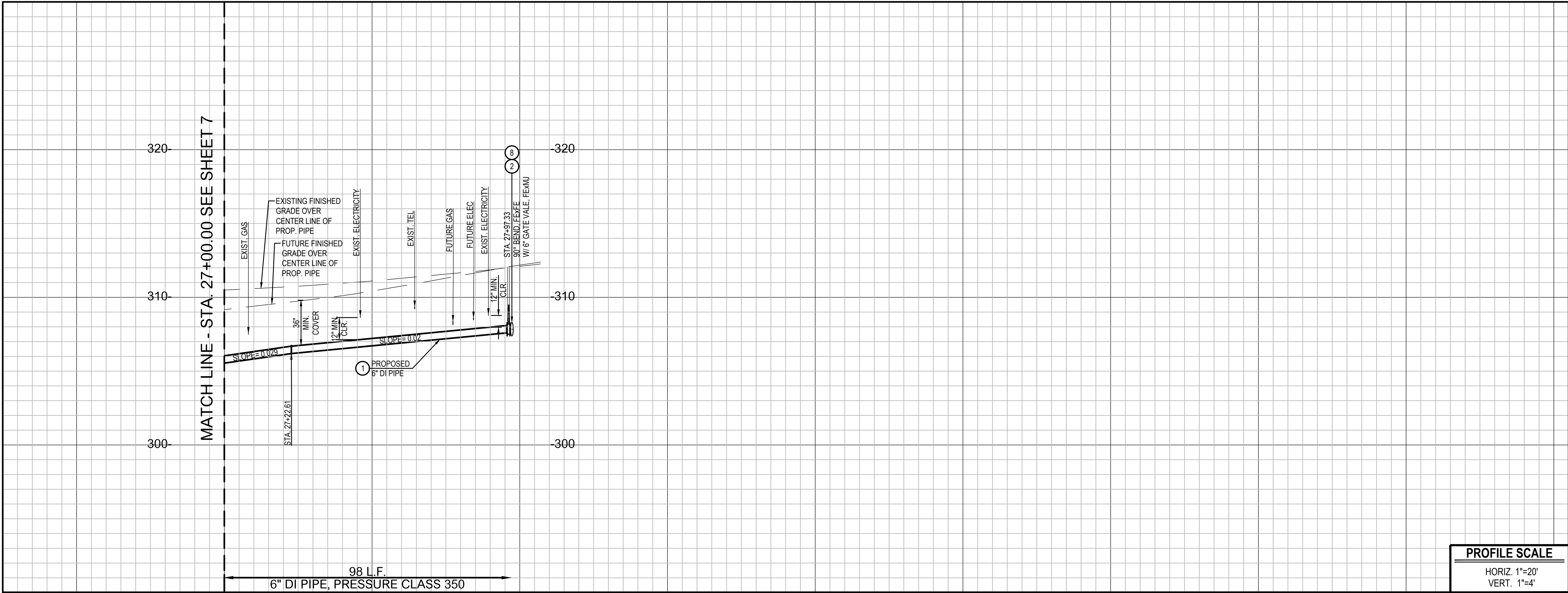
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SALT LAKE PIPELINE IMPROVEMENTS - PHASE 1			
SALT LAKE AVE. FROM STA. 13+50.00 TO STA. 18+00.00			
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DESIGN DATE:	09/10/2024	JOB NO.	2023150.00
		SHEET	5 OF 9



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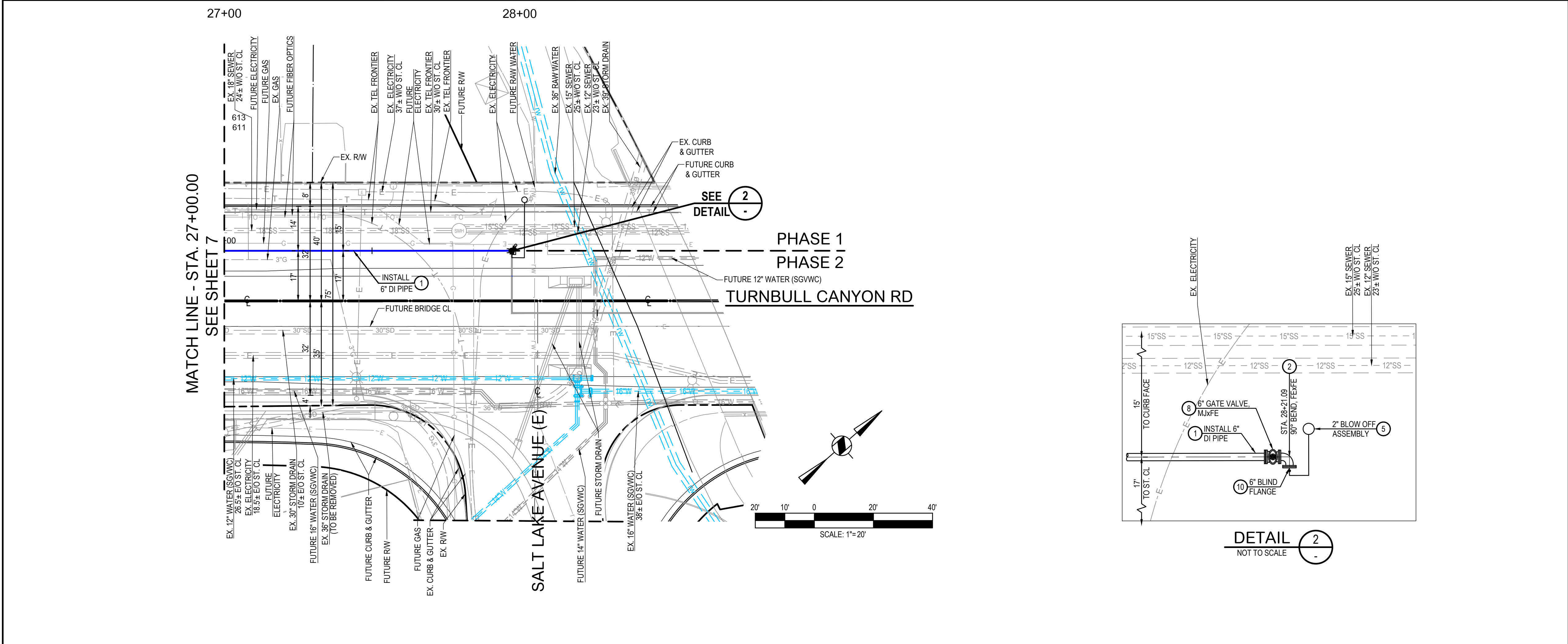


CONSTRUCTION NOTES:

- 1 FURNISH AND INSTALL 6" DUCTILE IRON PIPE PRESSURE CLASS 350, TRENCH DETAIL PER LA PUENTE VALLEY COUNTY WATER DISTRICT STD. PLAN W-8.
- 2 FURNISH AND INSTALL 6" 90° DUCTILE IRON BEND, WITH THRUST BLOCK PER LA PUENTE VALLEY COUNTY WATER DISTRICT STD. PLAN W-7.
- 5 FURNISH AND INSTALL 2" BLOW OFF, PER LA PUENTE VALLEY COUNTY WATER DISTRICT STD. PLAN W-3.
- 8 FURNISH AND INSTALL 6" RESILIENT WEDGE GATE VALVE WITH VALVE CAN AND COVER, PER LA PUENTE VALLEY COUNTY WATER DISTRICT STD. PLAN W-6A.
- 10 FURNISH AND INSTALL 6" DUCTILE IRON BLIND FLANGE.

NOTES:

1. CONTRACTOR SHALL POTHOLE TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF EXISTING WATER MAIN AT CONNECTION POINT.
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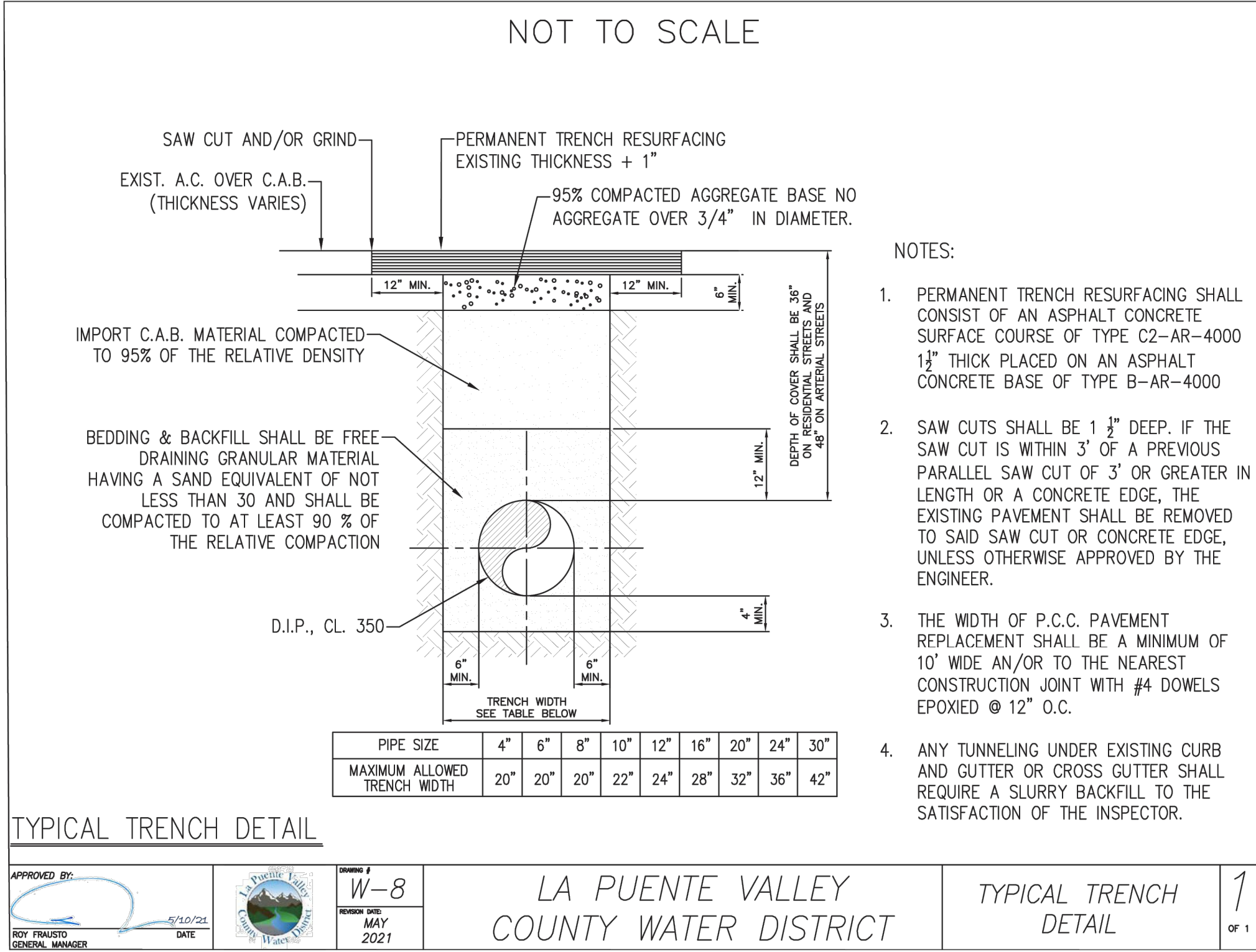
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DAVID HYUN SONG, P.E.
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76613 RCE 09/10/2024
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APPROVED BY:
INDUSTRY PUBLIC UTILITIES WATERWORKS SYSTEM
DATE

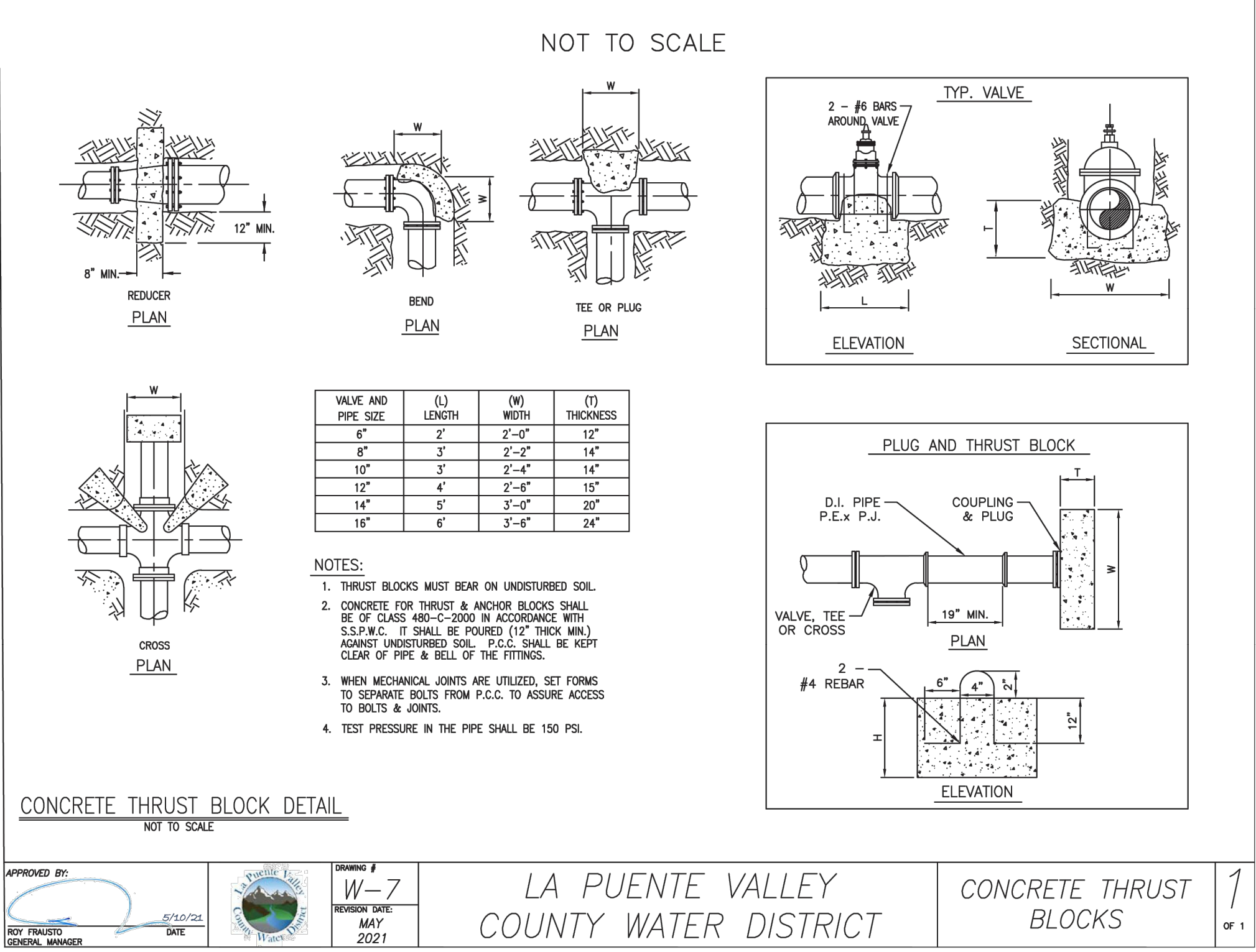
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INDUSTRY PUBLIC UTILITIES WATERWORKS SYSTEM			
SALT LAKE PIPELINE IMPROVEMENTS - PHASE 1 TURNBULL CANYON RD. FROM STA. 27+00.00 TO STA. 28+21.09			
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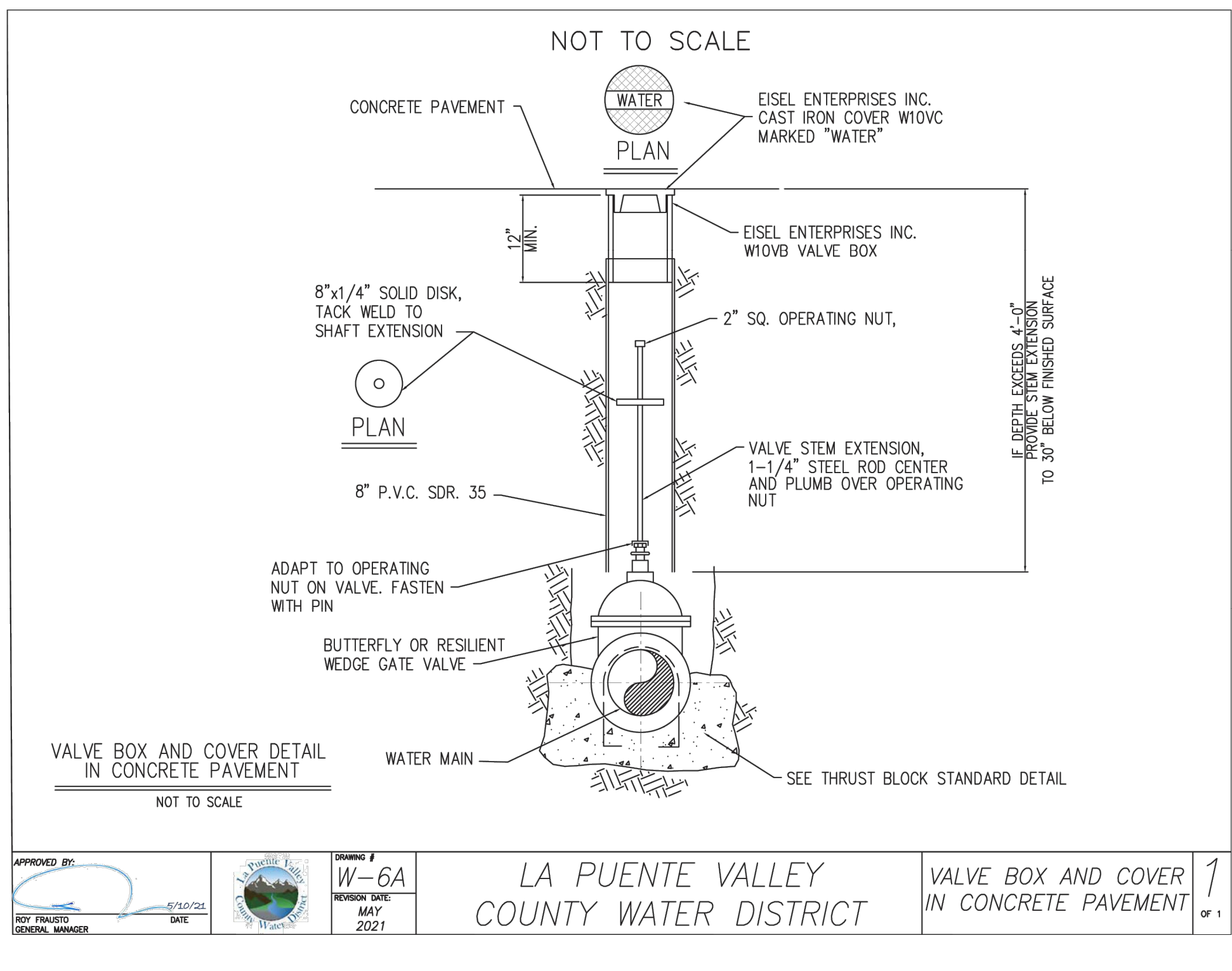
TYPICAL TRENCH DETAIL W-8 1

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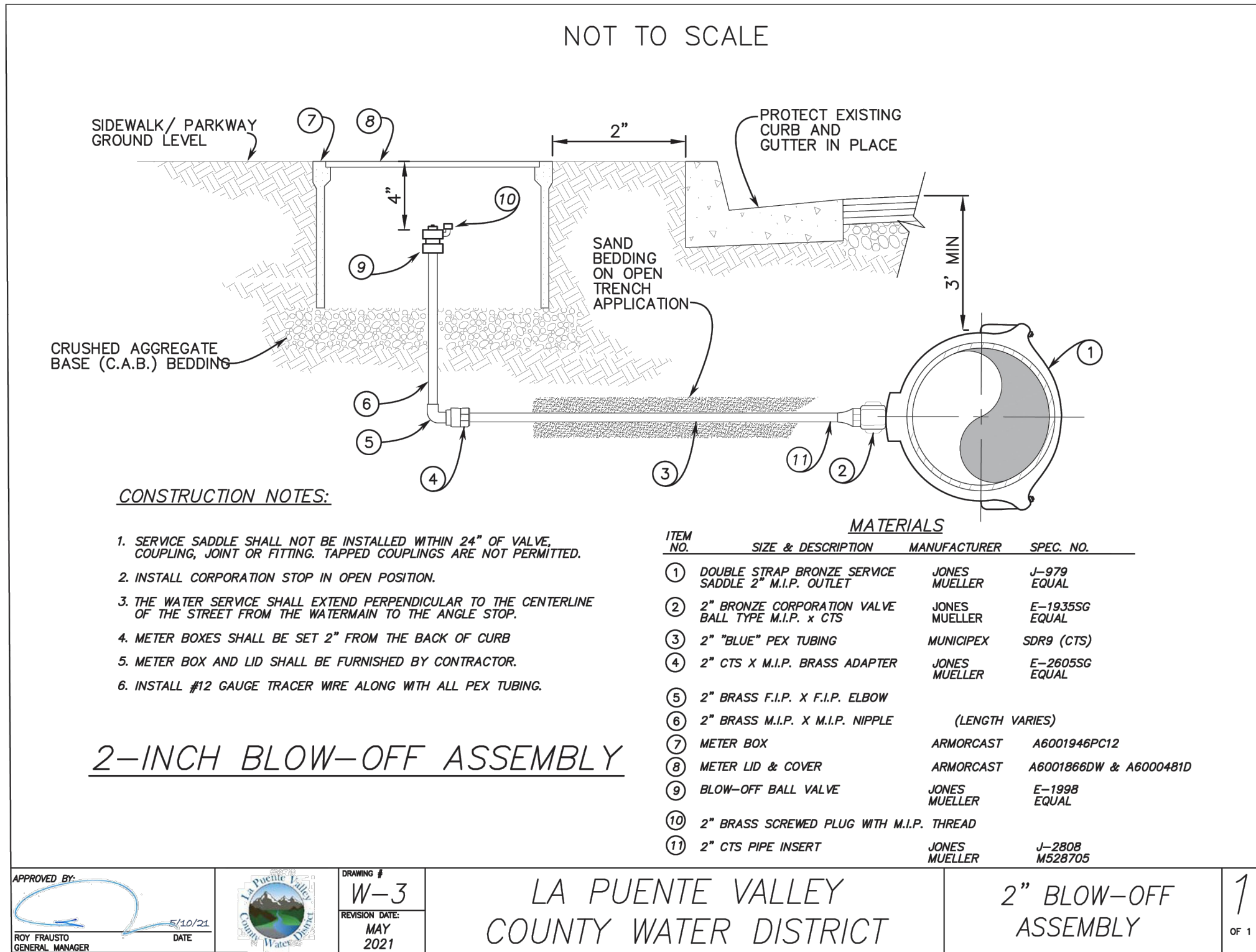
CONCRETE THRUST BLOCKS W-7 2

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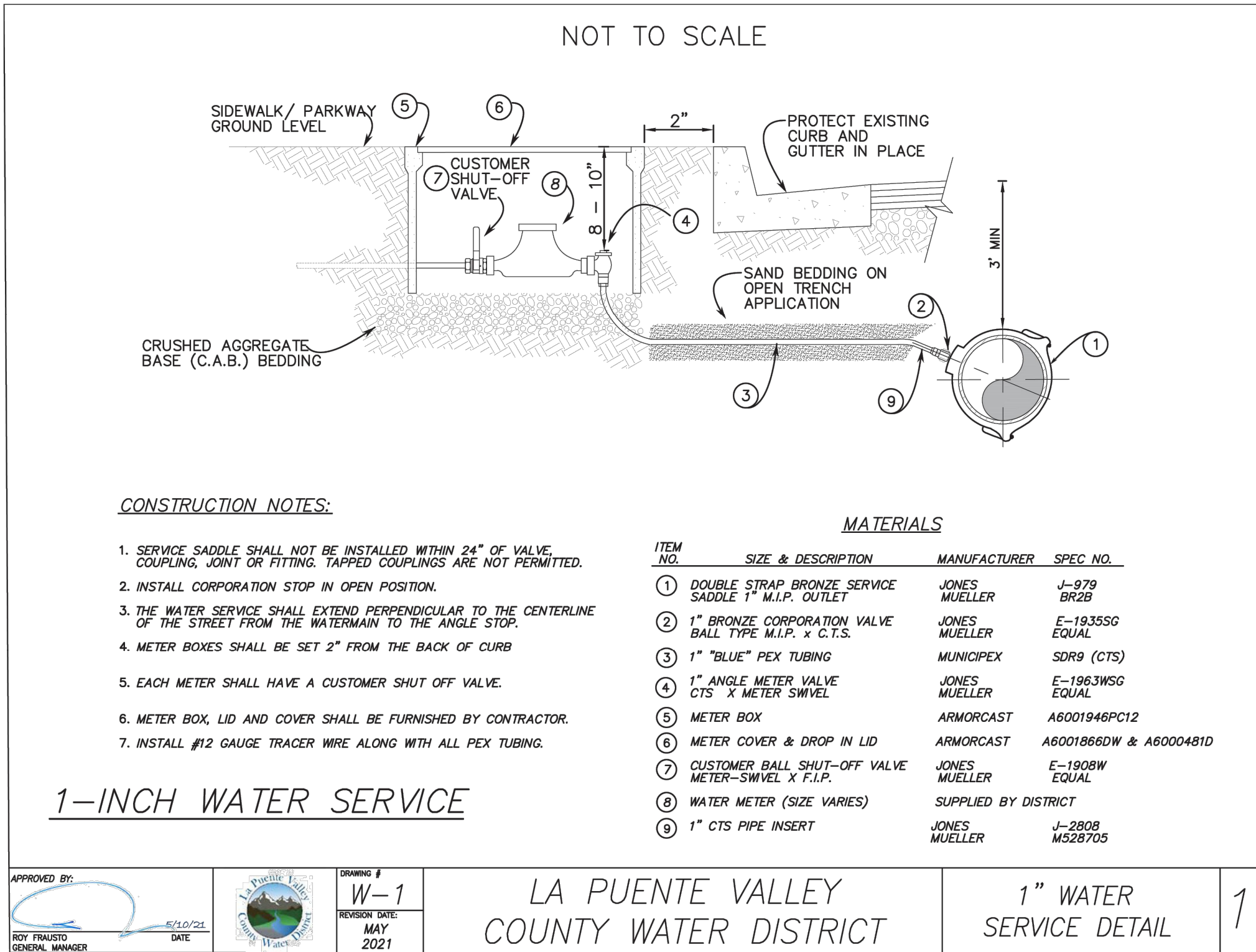
GATE VALVE BOX AND COVER W-6A 3

NOT TO SCALE



2" BLOW-OFF ASSEMBLY W-3 4

NOT TO SCALE



1" WATER SERVICE W-1 5

NOT TO SCALE



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ITEM NO. 6.9

Backup Material will be distributed prior to Meeting