

SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, December 1, 2022 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **ADMINISTER OATHS OF OFFICE**
Terms Commence December 2, 2022
Nick Haven, Seat 1
Shane Romsos, Seat 2
Nick Exline, Seat 5
3. **COMMENTS FROM THE AUDIENCE** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, and no more than three individuals shall address the same subject.)
4. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
5. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
6. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
7. **PRESENTATION:**
 - a. Mann, Urrutia, Nelson CPA's & Associates, LLP – 2022 Fiscal Year Financial Statement Audit
8. **ITEMS FOR BOARD ACTION**
 - a. Diamond Valley Ranch Facilities Emergency Repairs Project
(Julie Ryan, Engineering Department Manager)
Continue the emergency action to repair the Diamond Valley Ranch Facilities per Resolution No. 3230-22.

- b. 2023 Luther Pass and Heavenly Tanks Rehabilitation Project
(Brent Goligoski, Associate Engineer)
1) Authorize staff to advertise for construction bids; 2) Authorize staff to file a California Environmental Quality Act (CEQA) Notice of Exemption (NOE) with the El Dorado County Clerk and State Clearinghouse.; and, 3) Approve the below named products to be listed without alternative in the contract documents for the 2023 Luther Pass and Heavenly Tanks Rehabilitation Project.
 - c. Diamond Valley Ranch Fuels Reduction Project
(Trevor Coolidge, Senior Engineer)
Approve the Real Property Access Agreement with Alpine Fire Safe Council to implement fuels reduction work at Diamond Valley Ranch and authorize the General Manager and legal counsel to negotiate further revisions as necessary.
 - d. Appreciation of Director Cefalu
(John Thiel, General Manager)
Adopt Resolution No. 3234-22 in Appreciation of Director Chris Cefalu.
9. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
10. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
11. **EL DORADO WATER AGENCY PURVEYOR REPORT**
12. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
13. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
- a. Staffing Update
 - b. Biosolids Composting
 - c. Tahoe Regional Planning Agency
14. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**
- Past Meetings/Events**
11/17/2022 – 2:00 p.m. Regular Board Meeting at the District
11/09/2022 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville
11/24/2022 & 11/25/2022 – Thanksgiving Holiday District Offices Closed
- Future Meetings/Events**
12/12/2022 – 3:30 p.m. Operations Committee Meeting at the District
12/14/2022 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville
12/15/2022 - 2:00 p.m. Regular Board Meeting at the District
15. **ITEMS FOR CLOSED SESSION** (The Board will adjourn to Closed Session to discuss items identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed – three minute limit.)
- a. Pursuant to Section 54957 of the California Government Code, Closed Session may be held regarding public employee annual evaluation for unrepresented employee position - General Manager.

ADJOURNMENT (The next Regular Board Meeting is Thursday, December 15, 2022, at 2:00 p.m.)

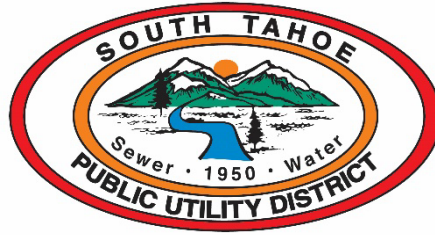
The South Tahoe Public Utility District Board of Directors regularly meets the first and third Thursday of each month. A complete Agenda packet is available for review at the meeting and at the District office during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A recording of the meeting is retained for 30 days after Minutes of the meeting have been approved. Items on the Agenda are numbered

for identification purposes only and will not necessarily be considered in the order in which they appear. Designated times are for particular items only. Public Hearings will not be called to order prior to the time specified, but may occur slightly later than the specified time.

Public participation is encouraged. Public comments on items appearing on the Agenda will be taken at the same time the Agenda items are heard; comments should be brief and directed to the specifics of the item being considered. Please provide the Clerk of the Board with a copy of all written materials presented at the meeting. Comments on items not on the Agenda can be heard during "Comments from the Audience;" however, action cannot be taken on items not on the Agenda.

Backup materials relating to an open session item on this Agenda, which are not included with the Board packet, will be made available for public inspection at the same time they are distributed or made available to the Board, and can be viewed at the District office, at the Board meeting and upon request to the Clerk of the Board.

The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If particular accommodations are needed, please contact the Clerk of the Board at (530) 544-6474, extension 6203. All inquiries must be made at least 48 hours in advance of the meeting.



SOUTH TAHOE PUBLIC UTILITY DISTRICT
CONSENT CALENDAR
Thursday, December 1, 2022

ITEMS FOR CONSENT

a. 2022 ASPHALT PATCHING SERVICES

(Chris Stanley, Field Operations Manager and Heidi Baugh, Purchasing Agent)

1) Approve Change Order No. 1 to Tieslau Paving and Excavating in the amount of <\$143,449>; 2) Approve Closeout Agreement and Release of Claims; and 3) Authorize staff to file Notice of Completion with the El Dorado County Clerk for the 2022 Asphalt Patching Services Project.

b. PALOMA WELL REHABILITATION PROJECT - REBID

(Ivo Bergsohn, Hydrogeologist)

Approve Change Order Number 3 to Zim Industries, Inc., in the amount of \$6,543.

c. BIJOU PUMP STATION REPLACEMENT PROJECT

(Adrian Combes, Senior Engineer)

Authorize staff to file a Notice of Exemption for the Tiered Initial Study for the Bijou Pump Station Replacement Project.

d. 2021-2022 TANK COATING TOUCHUPS PROJECT

(Julie Ryan, Engineering Department Manager and Heidi Baugh, Purchasing Agent)

Authorize General Manger to approve Notice of Completion with the El Dorado County Clerk for the 2021-2022 Tank Coating Touchups Project.

e. CALPERS REQUIRED PAY LISTING BY POSITION

(Greg Dupree, Accounting Supervisor)

Adopt Resolution 3233-22 which incorporates the Pay Listing by Position for the pay listing effective November 1, 2022.

f. AERATION BLOWER SYSTEM EMERGENCY POWER AND SECONDARY CLARIFIERS NO'S. 1 AND 2 PROJECT (Brent Goligoski, Associate Engineer)

Approve Change Order No. 4 to Vinciguerra Construction, Inc., for the Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project.

g. SECONDARY CLARIFIERS NO'S. 1 AND 2 REHABILITATION PROJECT

(Brent Goligoski, Associate Engineer)

(1) Approve Proposal from Carollo Engineers, Inc., for engineering services for Rebidding the Secondary Clarifiers No's. 1 and 2 Rehabilitation Project in an amount not to exceed \$90,141; and, 2) Authorize the General Manger to execute Task Order No. 29 to the Master Services Agreement with Carollo Engineers, Inc.

h. TALLAC CREEK SEWER PIPELINE PROTECTION PROJECT

(Ivo Bergsohn, Hydrogeologist)

Approve Change Order No. 1 to Haen Constructors in the amount of \$58,784.50.

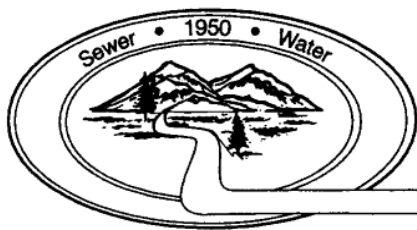
i. RECEIVE AND FILE PAYMENT OF CLAIMS (Debbie Henderson, Accounting Manager)

Receive and file Payment of Claims in the amount of \$730,825.29

j. REGULAR BOARD MEETING MINUTES: November 17, 2022

(Melonie Guttry, Executive Services Manager/Clerk of the Board)

Approve November 17, 2022, Minutes



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6a

TO: Board of Directors
FROM: Chris Stanley, Field Operations Manager
Heidi Baugh, Purchasing Agent
MEETING DATE: December 1, 2022
ITEM – PROJECT NAME: 2022 Asphalt Patching Services

REQUESTED BOARD ACTION: 1) Approve Change Order No. 1 to Tieslau Paving and Excavating in the amount of <\$143,449>; 2) Approve Closeout Agreement and Release of Claims; and 3) Authorize staff to file Notice of Completion with the El Dorado County Clerk for the 2022 Asphalt Patching Services Project.

DISCUSSION: On March 3, 2022, the Board awarded the above-referenced work to the lowest responsive, responsible bidder, Tieslau Paving and Excavating (Tieslau) in the total bid amount of \$303,031.

Due to the weather, Tieslau has finished work for the season. The attached Change Order No. 1 is a credit change order to the District for <\$143,449>, the amount left on this contract.

The District has approved all components of the Contract work that Tieslau has completed. Staff recommends approval by the Board of Change Order No. 1, and the Closeout Agreement and Release of Claims, and authorize the filing of the Notice of Completion with the El Dorado County Clerk.

SCHEDULE: Upon Board approval

COSTS: <\$143,449>

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Change Order No. 1; Closeout Agreement and Release of Claims; Notice of Completion

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES CT NO _____

CHIEF FINANCIAL OFFICER: YES AT NO _____



CHANGE ORDER NUMBER 1

Project 2022 Asphalt Patching Services Bid

Contractor TIESLAU PAVING AND EXCAVATING

Date 12/01/2022

PO #2022-00001223

The Contract Shall Be Changed As Follows:

A. Adjust contract amount to final quantities actually completed for Bid Item Nos. 1 through 14 (County and City Asphalt Patches) for a credit to the District in the amount of \$143,449.00.

TOTAL FOR ITEM A IS <\$143,449.00>

TOTAL FOR CHANGE ORDER NUMBER 1 IS = <\$143,449.00>

	Dollar Amounts	Contract Time
Original Contract	\$303,031.00	NA
Previous Change Orders	\$ 0	NA
Current Contract	\$303,031.00	NA
THIS CHANGE ORDER	<\$143,449.00>	NA
New Contract Total	\$159,582.00	NA

Contractor agrees to make the herein-described changes in accordance with the terms hereof. The change in contract price and/or contract time noted is full settlement for costs incurred as a result of the change(s) described, unless specifically noted in individual description(s).

Authorized By STPUD Board President

Date: _____

Accepted By Contractor

Date: _____

Reviewed By

Date: _____

CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in South Lake Tahoe, California, this _____ day of November 2022 by and between the South Tahoe Public Utility DISTRICT, hereinafter referred to as "DISTRICT", and Tieslau Paving and Excavating, hereinafter referred to as "CONTRACTOR".

KNOW ALL PERSONS BY THESE PRESENTS:

1. The DISTRICT and CONTRACTOR entered into that agreement for Purchase Order Nos. 2022-00001223, for DISTRICT project described as 2022 ASPHALT PATCHING SERVICES on March 4, 2022 ("Contract"). The Contract was amended through Change Order No. 1 by the parties, pertaining to Purchase Order No. 2022-00001223.
2. CONTRACTOR and DISTRICT agree that the total adjusted Contract price is as follows:

Original Contract Price: \$303,031.00
Adjusted Contract Price: \$159,582.00
3. The DISTRICT and CONTRACTOR, by way of this Agreement fully closeout the Contract.
4. That the undersigned, as the authorized representative of CONTRACTOR, and for each of its successors, assigns and partners, for and in consideration of One Hundred Fifty-Nine Thousand Five Hundred Eighty-Two Dollars and Zero Cents (\$159,582.00), receipt of which is acknowledged, does release and forever discharge the DISTRICT, and each of its successors, assigns, directors, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys, paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against DISTRICT by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of the Contract; and,
 - B. Change Order No. 1, as approved by the parties, pertaining to the Contract.
5. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of the DISTRICT or the duties, liabilities and obligations of the CONTRACTOR and its surety(ies) in respect to any portions of the Contract Documents for the Contract.
6. The DISTRICT has received the following claims from the CONTRACTOR: None.
7. Upon execution of this Agreement, the DISTRICT agrees to promptly record a NOTICE OF COMPLETION with the El Dorado County Recorder.
8. The current retention amount is:

	\$ 7,979.10
Original Contract amount:	\$303,031.00
Total Change Order Amount:	<\$143,449.00>
Less: Amount Previously Paid:	
(Request Nos. 1-7)	\$151,602.90
Retainage:	\$ 7,979.10
BALANCE:	\$ - 0 -

The retainage will be released to the CONTRACTOR at the expiration of thirty (30) calendar days after date of recording the NOTICE OF COMPLETION by El Dorado County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to CONTRACTOR'S right to the retention amount until and to the extent such amounts are received by CONTRACTOR.

9. It is understood and agreed by CONTRACTOR that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and CONTRACTOR expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and CONTRACTOR expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor.”

10. The release made by the CONTRACTOR is not to be construed as an admission or admissions of liability and the CONTRACTOR denies any such liability. CONTRACTOR agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the DISTRICT based on, arising out of, or in any way connected with the subject matter of this release.
11. The CONTRACTOR releases the DISTRICT from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
12. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and the CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, its successors, assigns, directors, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
13. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
14. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.
15. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by

all corporate, partnership, individual, or other entity requirements and that said persons have the right, power, legal capacity and authority to execute and enter into this Agreement.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

JOHN THIEL, GENERAL MANAGER

DATED

ATTEST: MELONIE GUTTRY, CLERK OF BOARD

DATED

TIESLAU PAVING AND EXCAVATING.

By:

PAUL TIESLAU, OWNER

DATED

RECORDING REQUESTED BY:

SOUTH TAHOE PUBLIC UTILITY DISTRICT
ATTN: Heidi Baugh, Purchasing. Agent

WHEN RECORDED MAIL TO:

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: NA

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is South Tahoe Public Utility District
3. The FULL ADDRESS of the OWNER is 1275 Meadow Crest Drive, South Lake Tahoe, CA 96150
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In fee.
(If other than fee, strike "in fee" and insert here, for example, "purchaser under contract of purchase," or "lessee.")
5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:
Name & Address
Name & Address
6. The FULL NAMES of FULL ADDRESSES OF THE PREDECESSORS in INTEREST of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:
Name & Address
Name & Address
7. A work of improvement on the property hereinafter described was COMPLETED on 10/27/2022.
8. The work of improvement completed is described as follows: 2022 Asphalt Patching Services.
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Tieslau Paving and Excavating.
10. The street address of said property is various locations in the STPUD service area—public rights-of-way in the City of South Lake Tahoe and the County of El Dorado, State of California.
11. The property on which said work of improvement (asphalt patching) was completed is in the STPUD service area—public rights-of-way in the City of South Lake Tahoe and the County of El Dorado, State of California.

DATE: December 1, 2022

SIGNATURE OF OWNER OR AGENT OF OWNER
KELLY SHEEHAN, Board President for So. Tahoe PUD

VERIFICATION FOR INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and the facts stated therein are true and correct.

DATE AND PLACE

SIGNATURE OF OWNER NAMED IN PARAGRAPH 2

VERIFICATION FOR NON-INDIVIDUAL OWNER: SOUTH TAHOE PUBLIC UTILITY DISTRICT
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Board President of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

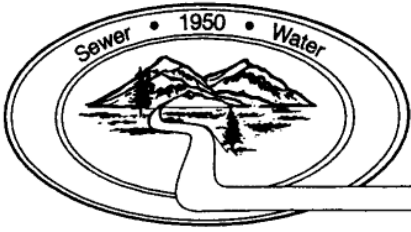
SOUTH TAHOE PUBLIC UTILITY DISTRICT

12/1/2022 at South Lake Tahoe, California

By

DATE AND PLACE

SIGNATURE OF PERSON SIGNING ON BEHALF OF OWNER
KELLY SHEEHAN, Board President



South Tahoe Public Utility District

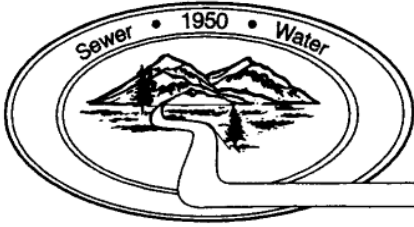
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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of the Notice of Completion that was approved by the Board of Directors of the South Tahoe Public Utility District, County of El Dorado, State of California, and executed by Board President, Kelly Sheehan.

Date Approved: _____

Certified by: _____
Melonie Guttry, Clerk of the Board



South Tahoe Public Utility District

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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BOARD AGENDA ITEM 6b

TO: Board of Directors

FROM: Ivo Bergsohn, Hydrogeologist

MEETING DATE: December 1, 2022

ITEM – PROJECT NAME: Paloma Well Rehabilitation Project - Rebid

REQUESTED BOARD ACTION: Approve Change Order Number 3 to Zim Industries, Inc., in the amount of \$6,543.

DISCUSSION: The itemized parts of Change Order No. 3 are as follows:

Item 1 in the amount of <\$3,400> is the adjusted cost for Bid Item 13 - Blank Casing to construct the partial casing liner, as-built according to the final Partial Casing Liner Design (DCM No. 1 rev 3a).

Item 2 in the amount of \$2,125 is the adjusted cost for Bid Item 14 – Well Screen to construct the partial casing liner, as-built according to the final Partial Casing Liner Design (DCM No. 1 rev 3a).

Item 3 in the amount of <\$432> is the adjusted cost for Bid Item 18 – Casing Centralizers to construct the partial casing liner, as-built according to the final Partial Casing Liner Design (DCM No. 1 rev 3a).

Item 4 in the amount of \$450 is the adjusted cost for Bid Item 20 – Graded Sand Filter Pack to construct the partial casing liner, as-built according to the final Partial Casing Liner Design (DCM No. 1 rev 3a).

Item 5 in the amount of \$3,600 is the adjusted cost for Bid Item 21 – Bentonite Seal to construct the partial casing liner, as-built according to the final Partial Casing Liner Design (DCM No. 1 rev 3a).

Item 6 in the amount of \$4,200 is the adjusted cost for Bid Item 26 – Swabbing and Pumping for well development of the partial casing liner, as approved by the District Hydrogeologist.

Item 7 adds three hundred six (306) calendar days to the contract time for substantial unexpected supply chain delays prohibiting completion of the project by October 28,

2022. Key delays to the project causing delay of contract completion include disruptions to the Contractors pump supplier extending lead times for manufacture of the pump bowl assembly. No compensation is to be paid for this change in contract time.

Approval of Change Order No. 6 will increase the contract total by \$6,543 to \$601,455

SCHEDULE: As soon as possible

COSTS: \$6,543

ACCOUNT NO: 20.30.7009

BUDGETED AMOUNT AVAILABLE: \$<\$322,666>

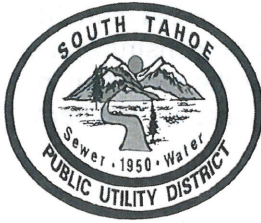
ATTACHMENTS: Change Order No. 3 (December 1, 2022)

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES *CB* NO _____

CHIEF FINANCIAL OFFICER: YES *AA* NO _____



CHANGE ORDER NUMBER NO. 3

Project: PALOMA WELL REHABILITATION PROJECT – REBID

Contractor: Zim Industries, Inc.

Date: 12.01.2022

PO #: 2022-594

The Contract Shall Be Changed As Follows:

1) Deduct \$3,400.00 from Bid Item 13 – Blank Casing. The deduction from Bid Item 13 is the adjustment for the decrease of ten (10) linear feet of Blank Casing as-built for construction in the final Partial Casing Liner Design (DCM No. 1 rev 3a). The total cost for the reduction in the number of linear feet of Blank Casing constructed is in accordance with the agreed unit prices for Bid Item 13.

Total Item 1 is <\$3,400.00>

2) Add \$2,125.00 to Bid Item 14 – Well Screen. The addition to Bid Item 14 is the adjustment for increase of five (5) linear feet of Well Screen as-built for construction in the final Partial Casing Liner Design (DCM No. 1 rev 3a). The total cost for the increase in the number of linear feet of Well Screen constructed is in accordance with the agreed unit prices for Bid Item 14.

Total Item 2 is \$2,125.00

TOTAL FOR CHANGE ORDER NO. 3, ITEMS 1 through 7 IS: \$6,543.00

	Dollar Amounts	Contract Time
Original Contract	\$566,347.00	297 Calendar Days
Previous Change Order	\$28,565	104 Calendar Days
Current Contract	\$594,912.00	401 Calendar Days
THIS CHANGE ORDER	\$6,543.00	306 Calendar Days
New Contract Total	\$601,455.00	707 Calendar Days

Contractor agrees to make the herein-described changes in accordance with the terms hereof. The change in contract price and/or contract time noted is full settlement for costs incurred because of the change(s) described, unless specifically noted in individual description(s).

 Authorized By STPUD Board President Date: _____

Curt B. Zimmerman
 Accepted By Contractor Date: 11/22/2022
Curt B. Zimmerman, President of Zim Industries, Inc

[Signature]
 Reviewed By Date: 11/22/2022

3) Deduct \$432.00 from Bid Item 18 –Casing Centralizers. The deduction from Bid Item 18 is the adjustment for the decrease of nine (9) Casing Centralizers as-built for construction in the final Partial Casing Liner Design (DCM No. 1 rev 3a). The total cost for the reduction in the number of Casing Centralizers is in accordance with the agreed unit prices for Bid Item 18.

Total Item 3 is <\$432.00>

4) Add \$450.00 to Bid Item 20 – Graded Sand Filter Pack. The addition to Bid Item 20 is the adjustment for increase of five (5) linear feet of Graded Sand Filter Pack as-built for construction in the final Partial Casing Liner Design (DCM No. 1 rev 3a). The total cost for the increase in the number of linear feet of Graded Filter Pack is in accordance with the agreed unit prices for Bid Item 20.

Total Item 4 is \$450.00

5) Add \$3,600.00 to Bid Item 21 – Bentonite Seal. The addition to Bid Item 20 is the adjustment for increase of nine (9) linear feet of Bentonite Seal as-built for construction in the final Partial Casing Liner Design (DCM No. 1 rev 3a). The total cost for the increase in the number of linear feet of Bentonite Seal is in accordance with the agreed unit prices for Bid Item 21.

Total Item 5 is \$3,600.00

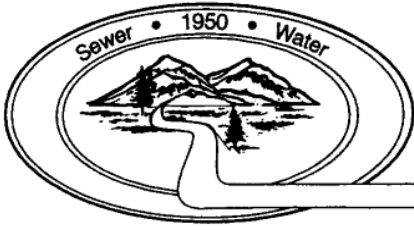
6) Add \$4,200.00 to Bid Item 26 – Swabbing and Pumping. The addition to Bid Item 26 is the adjustment for increase of three and one-half (3.50) of swabbing and pumping as-built for construction in the final Partial Casing Liner Design (DCM No. 1 rev 3a). The total cost for the increase in the number of linear feet of Bentonite Seal is in accordance with the agreed unit prices for Bid Item 26.

Total Item 6 is \$4,200.00

7) Add 306 contract days to the Contract Time to change the current contract completion date from October 28, 2022, to August 30, 2023. The added contract time is to account for substantial unexpected delays prohibiting completion of the project by October 28, 2022, as per the Zim Industries, Inc. letter request for contract time extension dated October 28, 2022 accepted as Contract Change Request No. 3 (CCR 3). An updated Construction Schedule supporting this request is accepted as Submittal No. 15 Schedule for Test Pump Testing. No compensation is to be paid for this change in contract time.

Total Item 7 is \$0.00

TOTAL FOR CHANGE ORDER NO. 3, ITEMS 1 through 7 IS: \$6,543.00



South Tahoe Public Utility District

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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BOARD AGENDA ITEM 6c

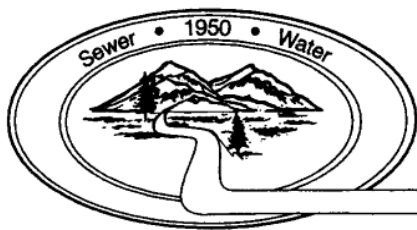
TO: Board of Directors
FROM: Adrian Combes, Senior Engineer
MEETING DATE: December 1, 2022
ITEM – PROJECT NAME: Bijou Pump Station Replacement Project

REQUESTED BOARD ACTION: Authorize staff to file a Notice of Exemption for the Tiered Initial Study for the Bijou Pump Station Replacement Project.

DISCUSSION: The Bijou Pump Station Replacement Project is in the Design Phase with the 90% Design anticipated to be completed by late December. Staff will be filing an application for the State Revolving Fund (SRF) loan at the end of the calendar year which requires complete environmental documents. The tiered initial study is close to complete, and the consultant has determined that the project will qualify for a categorical exemption. Upon completion of the report, staff will file the Notice of Exemption (NOE) with the County and the State Clearing House with approval from the Board.

SCHEDULE: Upon Approval
COSTS: Approximately \$50
ACCOUNT NO: 10.30.8058.BJUSPS
BUDGETED AMOUNT AVAILABLE: N/A
ATTACHMENTS: None

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer
GENERAL MANAGER: YES *CT* NO _____
CHIEF FINANCIAL OFFICER: YES *AA* NO _____



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BOARD AGENDA ITEM 6d

TO: Board of Directors
FROM: Julie Ryan, Engineering Department Manager
Heidi Baugh, Purchasing Agent
MEETING DATE: December 1, 2022
ITEM – PROJECT NAME: 2021-2022 Tank Coating Touchups Project

REQUESTED BOARD ACTION: Authorize General Manger to approve Notice of Completion with the El Dorado County Clerk for the 2021-2022 Tank Coating Touchups Project.

DISCUSSION: In August 2022, the general contractor, Topline Engineers, completed work at Lookout Tank, the fourth of five tanks included in the bid scope of the project, and were awaiting notice from staff to proceed with the last tank, Forest Mountain Tanks. However, delays receiving and installing parts to allow water to be served with the tank offline resulted in staff calling off the work at Forest Mountain in late September. Since that time, Topline and staff have been working together to descope the project and resolve administrative items, resulting in the Change Order that was approved by the Board on November 17, 2022.

With Board approval, the General Manager will work with staff to prepare, approve and file a Notice of Completion with the El Dorado County Clerk for the 2021-2022 Tank Coating Touchups Project, which will initiate the Stop Notice filing period for this portion of the work.

SCHEDULE: Upon Board Approval

COSTS: \$0

ACCOUNT NO: N/A

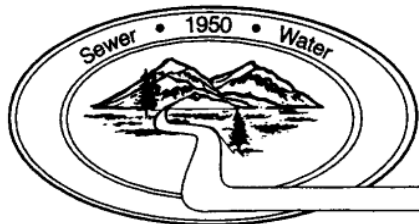
BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES ca NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____



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BOARD AGENDA ITEM 6e

TO: Board of Directors
FROM: Greg Dupree, Accounting Supervisor
MEETING DATE: December 1, 2022
ITEM – PROJECT NAME: CalPERS Required Pay Listing by Position

REQUESTED BOARD ACTION: Adopt Resolution 3233-22 which incorporates the Pay Listing by Position for the pay listing effective November 1, 2022.

DISCUSSION: California Public Employee's Retirement System (CalPERS) requires each revision of a combined salary schedule listing all positions at the District be formally adopted by the Board of Directors. The listing must be retained by the District and must be available for public inspection for not less than five years. This revision includes the following changes. Added the Asset Management Analyst I – Y Rate position. Removed "Limited Term" from the title of Meter Service Technician. Removed Limited Term Staff Engineer I, Limited Term Water Meter Installation Coordinator, Limited Term Customer Service Representative's I and II.

SCHEDULE: Post Pay Listing effective November 1, 2022, on website upon approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3233-22, Paylisting by Position for effective date November 1, 2022

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES *CT* NO _____

CHIEF FINANCIAL OFFICER: YES *AA* NO _____

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RESOLUTION NO. 3233-22

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF November 01, 2022**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District corrected Pay Listing by Position for the effective date of November 01, 2022, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position for the effective date of November 01, 2022.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a Regular meeting held on the 1st day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 01, 2022

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 52,154	\$ 66,563
ACCOUNT CLERK II	\$ 58,175	\$ 74,247
ACCOUNTING MANAGER	\$ 122,837	\$ 156,774
ACCOUNTING SUPERVISOR	\$ 84,797	\$ 108,224
ACCOUNTING TECH I	\$ 58,972	\$ 75,265
ACCT TECH II/GRANT ASST	\$ 64,873	\$ 82,796
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 62,987	\$ 80,389
ASSET MAINTENANCE SPECIALIST	\$ 74,356	\$ 94,899
ASSET MANAGEMENT ANALYST I	\$ 63,961	\$ 81,632
ASSET MANAGEMENT ANALYST II	\$ 85,714	\$ 109,395
ASSET MANAGEMENT ANALYST I-Y RATE	\$ 101,031	\$ 101,031
ASSOCIATE ENGINEER	\$ 106,495	\$ 135,917
ASST GENERAL MANAGER	\$ 174,573	\$ 222,805
CHIEF FINANCIAL OFFICER	\$ 163,051	\$ 208,099
CHIEF PLANT OPERATOR	\$ 107,255	\$ 136,888
CONTRACT ADMINISTRATOR	\$ 68,741	\$ 87,733
CUSTOMER ACCOUNTS SPECIALIST	\$ 65,159	\$ 83,161
CUSTOMER SERVICE MANAGER	\$ 118,895	\$ 151,744
CUSTOMER SERVICE REP I	\$ 49,987	\$ 63,797
CUSTOMER SERVICE REP II	\$ 55,761	\$ 71,166
CUSTOMER SERVICE SPECIALIST	\$ 65,159	\$ 83,161
CUSTOMER SERVICE SUPERVISOR	\$ 84,797	\$ 108,224
ELECTRICAL/INSTR SUPERVISOR	\$ 112,528	\$ 143,617
ELECTRICAL/INSTR TECH I	\$ 70,023	\$ 89,370
ELECTRICAL/INSTR TECH II	\$ 81,672	\$ 104,236
ENG/CAD/GIS SPECIALIST I	\$ 63,961	\$ 81,632
ENG/CAD/GIS SPECIALIST II	\$ 85,714	\$ 109,395
ENGINEERING DEPT MANAGER	\$ 166,499	\$ 212,499
ENGINEERING TECH I	\$ 78,689	\$ 100,430
ENGINEERING TECH II	\$ 90,519	\$ 115,528
EXECUTIVE SERVICES MANAGER	\$ 107,842	\$ 137,636
FINANCE ASST	\$ 62,987	\$ 80,389
GENERAL MANAGER	\$ 205,798	\$ 262,656
GRANT ASSISTANT	\$ 64,873	\$ 82,796
GRANT COORDINATOR	\$ 103,816	\$ 132,499
GRANTS SPECIALIST	\$ 77,862	\$ 99,374
HR ANALYST	\$ 72,871	\$ 93,003

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

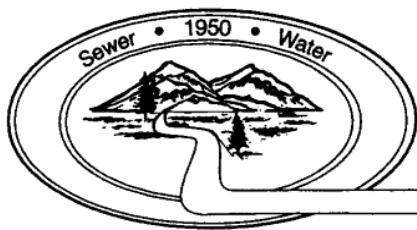
EFFECTIVE NOVEMBER 01, 2022

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 52,154	\$ 66,563
HR COORDINATOR	\$ 62,987	\$ 80,389
HUMAN RESOURCES DIRECTOR	\$ 135,125	\$ 172,458
HYDROGEOLOGIST	\$ 122,422	\$ 156,245
INFO TECHNOLOGY MANAGER	\$ 133,466	\$ 170,340
INSPECTIONS SUPERVISOR	\$ 90,076	\$ 114,962
INSPECTOR I	\$ 63,966	\$ 81,638
INSPECTOR II	\$ 75,391	\$ 96,220
IT SYSTEMS SPECIALIST I	\$ 69,099	\$ 88,189
IT SYSTEMS SPECIALIST II	\$ 81,011	\$ 103,392
LAB ASST	\$ 52,334	\$ 66,793
LAB DIRECTOR	\$ 109,992	\$ 140,380
LAB TECH I	\$ 65,221	\$ 83,240
LAB TECH II	\$ 76,657	\$ 97,837
MAINT MECHANIC TECH I	\$ 59,619	\$ 76,090
MAINT MECHANIC TECH II	\$ 70,184	\$ 89,574
MAINTENANCE SUPERVISOR	\$ 104,094	\$ 132,854
MANAGER OF FIELD OPERATIONS	\$ 136,568	\$ 174,299
MANAGER OF PLANT OPERATIONS	\$ 133,989	\$ 171,008
METER SERVICE TECH	\$ 63,966	\$ 81,638
NETWORK/TEL SYS ADMIN I	\$ 93,147	\$ 118,882
NETWORK/TEL SYS ADMIN II	\$ 99,929	\$ 127,537
OPERATIONS SUPERVISOR	\$ 88,898	\$ 113,459
OPERATOR IN TRAINING	\$ 28,471	\$ 28,471
PART TIME PERMANENT I	\$ 14,985	\$ 19,125
PART TIME PERMANENT II	\$ 19,344	\$ 24,688
PLANT OPERATOR I	\$ 60,762	\$ 77,549
PLANT OPERATOR III	\$ 76,799	\$ 98,017
PRINCIPAL ENGINEER	\$ 144,463	\$ 184,375
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 106,843	\$ 136,361
PUMP STATION LEAD	\$ 81,053	\$ 103,447
PUMP STATION OPERATOR I	\$ 56,686	\$ 72,347
PUMP STATION OPERATOR II	\$ 69,376	\$ 88,543
PUMP STATION SUPERVISOR	\$ 96,345	\$ 122,963
PURCHASING AGENT	\$ 107,842	\$ 137,636
SEASONAL	\$ 19,344	\$ 24,688
SENIOR CUSTOMER SERVICE REP	\$ 65,159	\$ 83,161

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 01, 2022

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 52,154	\$ 66,563
SENIOR ENGINEER	\$ 122,422	\$ 156,245
SHIPPING AND RECEIVING CLERK	\$ 62,082	\$ 79,235
STAFF ENGINEER I	\$ 78,680	\$ 100,418
STAFF ENGINEER II	\$ 90,519	\$ 115,528
STUDENT HELPER	\$ 14,985	\$ 19,125
UNDERGROUND REPAIR SEWER I	\$ 50,231	\$ 64,109
UNDERGROUND REPAIR SEWER II	\$ 62,060	\$ 79,206
UNDERGROUND REPAIR SEWER LEAD	\$ 74,356	\$ 94,899
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 95,264	\$ 121,584
UNDERGROUND REPAIR WATER I	\$ 50,231	\$ 64,109
UNDERGROUND REPAIR WATER II	\$ 62,060	\$ 79,206
UNDERGROUND REPAIR WATER LEAD	\$ 74,356	\$ 94,899
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 95,264	\$ 121,584
UTILITY PERSON I	\$ 44,051	\$ 56,221
UTILITY PERSON II	\$ 52,401	\$ 66,878
VEHICLE/HVY EQUIP MECH I	\$ 59,619	\$ 76,090
VEHICLE/HVY EQUIP MECH II	\$ 70,184	\$ 89,574
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 95,264	\$ 121,584
WATER CONSERVATION SPECIALIST	\$ 68,090	\$ 86,901
WATER RESOURCES MANAGER	\$ 122,422	\$ 156,245
WATER REUSE LEAD	\$ 74,356	\$ 94,899
WATER REUSE MANAGER	\$ 122,422	\$ 156,245
WATER REUSE WORKER I	\$ 50,231	\$ 64,109
WATER REUSE WORKER II	\$ 62,060	\$ 79,206
WATER SERVICE REP	\$ 74,356	\$ 94,899



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BOARD AGENDA ITEM 6f

TO: Board of Directors

FROM: Brent Goligoski, Associate Engineer

MEETING DATE: December 1, 2022

ITEM – PROJECT NAME: Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Project (Project)

REQUESTED BOARD ACTION: Approve Change Order No. 4 to Vinciguerra Construction, Inc., for the Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project.

DISCUSSION: Change Order No. 4 amends an intermediate contract milestone, amends the contract amount to provide for additional work, and eliminates work not performed from Bid Schedule C related to the Aeration Blower System Emergency Power portion of this Project.

- A. This Change Order will extend Intermediate Milestone #1 to November 3, 2022 to reflect the actual completion date. The contractor experienced delays receiving materials needed to complete the Project as well as due to the availability of subcontractors to perform startup and testing services. While the Project was not complete until November, the generator went into service in August and initial startup of the generator was performed on May 5, 2022 making the generator available for use if needed, greatly reducing the operational risk to the District.
- B. The District directed a delay at the beginning of the Project due to grant funding constraints which resulted in additional costs to the contractor totaling \$6,916.77 to unload and move the generator an extra time as well as address snow removal.
- C. An allowance for unknown underground conditions was included in the bid schedule related to the generator work in the amount of \$25,000. No unknown challenges were encountered in the area the generator was constructed; therefore, none of these costs were incurred. This Change Order will deduct this amount from the contract.

- D. During the course of work on the generator project, a related Automatic Transfer Switch (ATS) failed due to no fault of the contractor. This ATS was originally constructed in 1981. The contractor has provided a proposal to replace this ATS for a lump sum cost of \$6,266.70.

SCHEDULE: N/A

COSTS: <11,816.53>

ACCOUNT NO: 10.30.8164/BLOWER

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Change Order No. 4

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES *Q* NO _____

CHIEF FINANCIAL OFFICER: YES *AA* NO _____



CHANGE ORDER NUMBER 04

Project: Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project

Contractor: VINCIGUERRA CONSTRUCTION, INC

Date: 12/1/2022

PO #: 2021-1066

The Contract Shall Be Changed As Follows:

- A. Amend the deadline associated with Intermediate Milestone 1 to complete the work associated with Bid Schedule C: Aeration Blower System Emergency Power from May 31, 2022 to November 3, 2022 to accommodate reasonable delays experienced by the contractor due to unusual material procurement lead times. There is no change to the Contract Amount related to this change.

TOTAL FOR ITEM A IS \$0.00

TOTAL FOR CHANGE ORDER NUMBER 4 IS

A+B+C+D = <\$11,816.53>

	Dollar Amounts	Contract Time
Original Contract	\$6,137,864.00	903 Calendar Days
Previous Change Orders	\$359,036.56	0 Calendar Days
Current Contract	\$6,496,900.56	903 Calendar Days
THIS CHANGE ORDER	<\$11,816.53>	0 Calendar Days
New Contract Total	\$6,485,084.03	903 Calendar Days

Contractor agrees to make the herein-described changes in accordance with the terms hereof. The change in contract price and/or contract time noted is full settlement for costs incurred as a result of the change(s) described, unless specifically noted in individual description(s).

Authorized By STPUD Board President

Date: _____

Accepted By Contractor

Date: _____

Reviewed By

Date: _____

B. Amend Bid Item 24 by \$6,916.77 to reflect changes in the scope of work as documented in Contract Change Request 11 to perform additional work as a result of the District directed delays documented in Design Construction Memos 1 and 1.1 in the additional lump sum amount of \$6,916.77 (attached). There is no change to the Contract Time related to this change in work.

TOTAL FOR ITEM B IS \$6,916.77

C. Decrease Bid Item 28 by \$25,000.00 to reflect no actual work performed in response to Unknown Underground Conditions. There is no change to the Contract Time related to this change in work.

TOTAL FOR ITEM C IS <\$25,000.00>

D. Amend Bid Item 41 by \$6,266.70 to add work to replace an automatic transfer switch at the Wastewater Treatment Plant as documented in Contract Change Request 10 in response to Design Construction Memo 12. There is no change to the Contract Time related to this change in work.

TOTAL FOR ITEM D IS \$6,266.70

TOTAL FOR CHANGE ORDER NUMBER 4 IS

A+B+C+D = <\$11,816.53>



EXHIBIT A

Proposal to Provide Engineering Services for Rebidding the Secondary Clarifiers Nos. 1 and 2 Rehabilitation Project

This proposal includes professional engineering services to update previously completed design documents as required to re-bid the work associated with rehabilitation of Secondary Clarifiers Nos. 1 and 2 at the wastewater treatment plant (WWTP) owned and operated by the South Tahoe Public Utility District (District). The original project scope included construction of the emergency standby generator the aeration process and rehabilitation of Secondary Clarifiers Nos. 1 and 2. Construction of the generator portion of the project has been completed by the District's contractor. By mutual agreement, District will be terminating the construction contract for the remaining work associated with the secondary clarifiers, which has not started. However, some of the major equipment, including the clarifier mechanisms, has been procured by the contractor and turned over to the District and that equipment will be incorporated in the new re-bid contract as owner-furnished equipment. The previous design documents will be re-packaged and updated to exclude the completed generator work. The District plans to re-bid the Secondary Clarifiers Nos. 1 and 2 Rehabilitation as a single construction contract.

The objectives for this project include:

1. Implement the Secondary Clarifiers Nos. 1 and 2 rehabilitation improvements designed by CONSULTANT under a separate contract.
2. Produce updated design documents for the District to solicit competitive bids and execute a contract with the successful bidder.

Scope of Services

Task 1 – UPDATE FINAL DESIGN DOCUMENTS

1.1 – Update Previous Bid Drawings

CONSULTANT shall revise the conformed (bid set including revisions for addenda) drawings to reflect the removal of the emergency standby generator work, which has already been completed. Revisions will include:

1. Change the project title and District project number.
2. Remove generator-related typical details that no longer apply.
3. Update site plans to indicate emergency generator as existing.
4. Update yard drawings to indicate site work associated with the generator as existing, revising the drawings for locations of work and staging area for contractor.
5. Remove electrical and instrumentation drawings pertaining to the emergency generator work and re-number the sheets in this section.

6. Incorporate design changes associated with Design Clarification 5.
7. Re-number drawing numbers to account for the removed generator drawings.
8. Incorporate any applicable “lessons-learned” from the Secondary Clarifier No.3 Rehabilitation Project.

1.2 – Update Previous Final Specifications

CONSULTANT shall revise the previous conformed specifications to reflect the removal of the emergency generator work. Revisions will include:

1. Revise project title and project description.
2. Update Notice Inviting Bids and other Div 00 specifications based on updated District specifications.
3. Update schedule section with new project milestones and liquidated damages.
4. Delete bid items related to the emergency generator work; renumber bid items.
5. Add section for owner-furnished materials and equipment, including an inventory and description.
6. Provide a log of all shop drawings, provide electronic links to all approved applicable shop drawings from previous project. Include in an Appendix for contractor reference.
7. Add section regarding assignment of Owner-furnished equipment and supplier contracts to the successful bidder for this project. Meet with District’s legal counsel to review language for the assignment.
8. Delete portions related to the emergency generator work, including mechanical, electrical and instrumentation.
9. Revise Control Narratives specification section to reflect that the emergency generator controls have been completed and that the control system for the clarifiers and associated pumps and other equipment shall be provided as a separate and complete system from the emergency generator controls.
10. Revise commissioning sections to delete commissioning of emergency generator.

Task 1 Assumptions:

- Carollo to submit final specifications for District Review
- District to provide legal advice for language related to assignment of vendor contracts with the successful bidder for this project.
- District shall be responsible for managing the transition of equipment suppliers and subcontractors from the previous project and resolving disputes from subcontractors and equipment suppliers if they arise.
- District will provide input for the general and special conditions with regard to assigning current subcontractor and equipment supplier contracts to the successful bidder.
- District will print bid sets from electronic files provided by CONSULTANT.
- District will assume responsibility for all project permitting as necessary.
- District will assume responsibility for coordination with funding agencies.

Task 1 Deliverables:

- Updated final review drawings and specifications, in electronic PDF format only (no hard copies).

- Final bid set submittal, including electronic files suitable for the District to print final bid sets and editable AutoCAD, Word, and Excel files for record purposes (no hard copies).

Task 2 – Update Construction Schedule and Opinion of Probable Construction Costs (OPCC)

2.1 –Construction Schedule.

The construction schedule from the previous project will be updated to reflect the removal of the emergency generator and the new bidding and contract award schedule. The schedule will account for restrictions due to limited construction seasons and other operational restrictions, which will be provided by the District.

2.2 –OPCC Update

The OPCC will be updated to reflect the removal of the emergency generator work and the new construction schedule. Allowances for current and projected inflation will be included.

Task 2 Deliverables:

- Updated Opinion of Probable Construction Cost (OPCC).
- Updated Construction schedule.

Task 3 – Bidding Services

3.1 – Attend Pre-bid Conference

CONSULTANT will attend the pre-bid conference and assist with describing the project and answering questions as necessary during the site walk.

3.2 – Answer Bid Questions and Prepare Addenda

CONSULTANT will answer bid questions directed to the CONSULTANT by the District and prepare addenda as required. CONSULTANT will also review the bids received to assist the District in determining responsiveness of the bidders and the basis for awarding the contract.

Task 3 Assumptions:

- District will advertise for bids and assume responsibility for distribution of bid documents and addenda.
- Up to 3 addenda will be issued.

Task 3 Deliverables:

- Addenda.
- Bid analysis summary.

Task 4 – Project Management During Final Design and Bidding

4.1 – Final Design Phase Resource Management and Monthly Reporting

Project management services will include resource management, management of subconsultants, and preparation of monthly progress reports during the Final Design Phase and Bidding. It will also include regular check-in calls with the District Project Manager.

4.2 – Meetings

It is assumed that two meetings will be held virtually. The first meeting will be to kickoff the project, to review the "lessons-learned" from the Secondary Clarifier No.3 Project, and to review any potential issues regarding the transition from the terminated construction contract to the new successful bidder. Issues may include subcontractors and equipment suppliers. The second meeting will be to review and discuss any comments to the final review documents, construction schedule and OPPC.

Task 4 Deliverables:

- Monthly progress reports and invoices
- Meeting notes

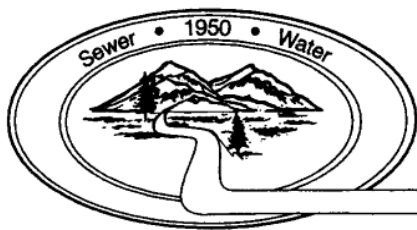
Task 4 Assumptions:

- Project schedule is approximately 4 months from NTP to bid opening.

ESTIMATED ENGINEERING HOURS AND COSTS
 South Tahoe Public Utility District
 Engineering Services for Secondary Clarifiers No2. 1 and 2 Rehabilitation ReBid Project



TASK												COST SUMMARY					
	Parker	Gutierrez	Britten	Robertson	Dadik	Mossinger	Carvalho/ Robinson					Subtotals	PECE	Misc. Costs and Printing	Travel \$/mi	Total ODCs	Total Cost
	Principal- in-Charge QA/QC	Project Manager	Project Engineer	Staff Prof	Struct Engr	Mech Engr	EI&C Engr	Senior CAD Tech	Graphics / CAD Tech	Clerical Support	Hours	Budget	\$13.00				
	2022 Fee Schedule	\$310	\$310	\$288	\$199	\$288	\$288	\$288	\$209	\$151	\$133						
TASK 1 - UPDATE FINAL DESIGN DOCUMENTS																	
1.1 Update Bid Drawings	4	8	8	40	2	0	16	8	40	0	126	\$26,880	\$1,638	\$0	\$0	\$1,638	\$28,518
1.2 Update Bid Specifications	4	8	16	40	4	0	12	0	0	16	100	\$23,024	\$1,300	\$0	\$0	\$1,300	\$24,324
Task 1 Hours	8	16	24	80	6	0	28	8	40	16	226						
Task 1 Budget	\$2,480	\$4,960	\$6,912	\$15,920	\$1,728	\$0	\$8,064	\$1,672	\$6,040	\$2,128		\$49,904	\$2,938	\$0	\$0	\$2,938	\$52,842
TASK 2 - UPDATE CONSTRUCTION SCHEDULE AND OPCC																	
2.1 Construction Schedule	0	2	8	16	0	0	2	0	0	0	28	\$6,684	\$364	\$0	\$0	\$364	\$7,048
2.2 OPCC	0	2	8	24	4	0	4	0	0	0	42	\$10,004	\$546	\$0	\$0	\$546	\$10,550
Task 2 Hours	0	4	16	40	4	0	6	0	0	0	70						
Task 2 Budget	\$0	\$1,240	\$4,608	\$7,960	\$1,152	\$0	\$1,728	\$0	\$0	\$0		\$16,688	\$910	\$0	\$0	\$910	\$17,598
TASK 3 - BIDDING SERVICES																	
3.1 Attend Pre-bid Conference	0	4	0	0	0	0	0	0	0	0	4	\$1,240	\$52	\$0	\$63	\$115	\$1,355
3.2 Answer Bid Questions and Prepare Addenda	0	4	8	16	2	0	4	4	0	4	42	\$9,824	\$546	\$0	\$0	\$546	\$10,370
Task 3 Hours	0	8	8	16	2	0	4	4	0	4	46						
Task 3 Budget	\$0	\$2,480	\$2,304	\$3,184	\$576	\$0	\$1,152	\$836	\$0	\$532		\$11,064	\$598	\$0	\$63	\$661	\$11,725
TASK 4 - PROJECT MANGAGEMENT DURING FINAL DESIGN AND BIDDING																	
4.1 Resource Management and Monthly Reporting	1	4	0	0	0	0	0	0	0	2	7	\$1,816	\$91	\$0	\$0	\$91	\$1,907
4.2 Meetings	1	4	8	8	0	0	0	0	0	4	7	\$5,978	\$91	\$0	\$0	\$91	\$6,069
Task 4 Hours	2	8	8	8	0	0	0	0	0	6	14						
Task 4 Budget	\$620	\$2,480	\$2,304	\$1,592	\$0	\$0	\$0	\$0	\$0	\$798		\$7,794	\$182	\$0	\$0	\$182	\$7,976
Tasks 1-4 Total Hours	10	36	56	144	12	0	38	12	40	26	356						
Tasks 1-4 Total Budget	\$3,100	\$11,160	\$16,128	\$28,656	\$3,456	\$0	\$10,944	\$2,508	\$6,040	\$3,458		\$85,450	\$4,628	\$0	\$63	\$4,691	\$90,141



South Tahoe Public Utility District

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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6h

TO: Board of Directors

FROM: Ivo Bergsohn, Hydrogeologist

MEETING DATE: December 1, 2022

ITEM – PROJECT NAME: Tallac Creek Sewer Pipeline Protection Project

REQUESTED BOARD ACTION: Approve Change Order No. 1 to Haen Constructors in the amount of \$58,784.50.

DISCUSSION: The itemized parts of Change Order No. 1 are as follows:

Item 1 in the amount of \$3,045.47 is the added cost to Bid Item 4 to clear the temporary access road of snow following inclement weather during November 2022. Snow removal is regarded as extra work as this Project was bid to be completed by mid-October 2022.

Item 2 in the amount of \$984.18 is the added cost to Bid Item 6 for Saturday work approved by the District for installation and removal of the dewatering system. Saturday work was approved by the District given the need to complete the Project in a timely manner and scheduling constraints.

Item 3 in the amount of \$669.27 is the added cost to Bid Item 8 for Saturday work approved by the District to complete surface preparation work for concrete-encased sewerline stabilization. Saturday work was approved by the District given the need to complete the Project in a timely manner and scheduling constraints.

Item 4 in the amount of \$656.58 is the added cost to Bid Item 9 for Saturday work approved by the District to construct the rock-grade control structure. Saturday work was approved by the District given the need to complete the Project in a timely manner and scheduling constraints.

Item 5 in the amount of \$9,503.60 is the added cost to Bid Item 6 to hold the portable generator required to power the dewatering system on-site during suspension of work caused by regulatory permitting delays. Retaining this critical equipment was needed to ensure that this component was on-hand upon notice to resume work.

Item 6 in the amount of \$43,925.40 is the added cost to Bid Item 4 to hold the composite construction mats required to build the temporary access road on-site during suspension of work caused by regulatory permitting delays. Retaining this critical equipment was needed to ensure that these components were on-hand upon notice to resume work.

Item 7 adds twenty-three (23) calendar days to the contract time for delays caused by the suspension of work due caused by Project permit delays.

Approval of Change Order No. 1 will increase the contract total by \$58,784.50 to \$530,174.50.

SCHEDULE: As soon as possible

COSTS: \$58,784.50

ACCOUNT NO: 10.30-7014

BUDGETED AMOUNT AVAILABLE: <\$103,400>

ATTACHMENTS: Change Order No. 1 (December 1, 2022)

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES *Q* NO

CHIEF FINANCIAL OFFICER: YES *AT* NO



CHANGE ORDER NUMBER NO. 1

Project: TALLAC CREEK SEWER PIPELINE PROTECTION PROJECT

Contractor: Haen Constructors

Date: 12.01.2022

PO #: 2023-194

The Contract Shall Be Changed As Follows:

1) Add \$3,045.47 to Bid Item 4 – Access Routes, Staging Area, and Traffic Control. The addition to Bid Item 4 is the adjustment for snow removal following inclement weather in November 2022. All work for snow removal was performed on a time and material basis in accordance with Time and Material Reports 1489 (11/04/2022) and 1490 (11/10/2022).

Total Item 1 is \$3,045.47

2) Add \$984.18 to Bid Item 6 – Stream Diversion, Dewatering and Onsite Water Control. The addition to Bid Item 6 is the Saturday differential for work approved by the District for installation of the dewatering system on 10/15/2022; and removal of the dewatering system on 11/05/2022.


Total Item 2 is \$984.18

TOTAL FOR CHANGE ORDER NO. 1, ITEMS 1 through 7 IS: \$58,784.50

	Dollar Amounts	Contract Time
Original Contract	\$471,390.00	106 Calendar Days
Previous Change Order	\$0.00	0 Calendar Days
Current Contract	\$471,390.00	106 Calendar Days
THIS CHANGE ORDER	\$58,784.50	23 Calendar Days
New Contract Total	\$530,174.50	129 Calendar Days

Contractor agrees to make the herein-described changes in accordance with the terms hereof. The change in contract price and/or contract time noted is full settlement for costs incurred because of the change(s) described, unless specifically noted in individual description(s).

 Authorized By STPUD Board President Date: _____



 Accepted By Contractor Date: 11/22/2022



 Reviewed By Date: 11/22/2022

3) Add \$669.27 to Bid Item 8 – Subsurface Stabilization on Concrete-Encased Sewerline. The addition to Bid Item 8 is the Saturday differential for work approved by the District for concrete-encased sewerline stabilization on 10/22/2022.

Total Item 3 is \$669.27

4) Add \$656.58 to Bid Item 9 – Rock-Grade Control Structure. The addition to Bid Item 9 is the Saturday differential for work approved by the District for construction of the rock-grade control structure on 10/29/2022.

Total Item 4 is \$656.58

5) Add \$9,503.60 to Bid Item 6 – Stream Diversion, Dewatering and Onsite Water Control. The addition to Bid Item 6 is the added equipment rental cost, plus contractor's mark-up (15%) to hold the power generator for the dewatering system on-site during suspension of work caused by regulatory permit delays from 9/13/2022 through 10/13/2022.

Total Item 5 is \$9,503.60

6) Add \$43,925.40 to Bid Item 4 – Access Routes, Staging Area, and Traffic Control. The addition to Bid Item 4 is the added equipment rental cost, plus contractor's mark-up (15%) to hold the composite construction mats for the temporary access road on-site during suspension of work caused by regulatory permit delays from 9/13/2022 through 10/13/2022.

Total Item 6 is \$43,925.40

7) adds twenty-three (23) calendar days to the contract time for suspension of work caused by unexpected regulatory permit delays, changing the project completion date from November 25, 2022 to December 18, 2022.

Total Item 7 is \$0.00

TOTAL FOR CHANGE ORDER NO. 1, ITEMS 1 through 7 IS: \$58,784.50

PAYMENT OF CLAIMS

**FOR APPROVAL
December 1, 2022**

Payroll	11/15/22			520,313.69
	Total Payroll			520,313.69
Ameritas - Insurance Payments				7,638.40
	Total Vendor EFT			7,638.40
<u>Weekly Approved Check Batches</u>				
		<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Wednesday, November 16, 2022		86,093.58	116,779.62	202,873.20
	Total Accounts Payable Checks			202,873.20
	<i>Grand Total</i>			\$730,825.29

<u>Payroll EFTs & Checks</u>		<u>11/15/2022</u>
EFT	CA Employment Taxes & W/H	22,563.09
EFT	Federal Employment Taxes & W/H	107,623.49
EFT	CalPERS Contributions	76,811.62
EFT	Empower Retirement-Deferred Comp	26,710.67
EFT	Stationary Engineers Union Dues	2,666.73
EFT	CDHP Health Savings (HSA)	4,080.46
EFT	United Way Contributions	20.00
EFT	Employee Direct Deposits	277,878.83
CHK	Employee Garnishments	159.23
CHK	Employee Paychecks	1,799.57
	<i>Total</i>	520,313.69



Payment of Claims

Payment Date Range 11/11/22 - 11/21/22
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 42363 - A-1 CHEMICAL INC									
575932	Janitorial Supplies Inventory	Paid by Check #110891		11/09/2022	11/16/2022	11/30/2022		11/16/2022	347.24
		Vendor 42363 - A-1 CHEMICAL INC Totals					Invoices	1	<u>\$347.24</u>
Vendor 48097 - ACCRUENT									
US_INV00047300	Contractual Services	Paid by Check #110892		11/08/2022	11/16/2022	10/31/2022		11/16/2022	600.00
		Vendor 48097 - ACCRUENT Totals					Invoices	1	<u>\$600.00</u>
Vendor 48605 - AIRGAS USA LLC									
9131713581	Field, Shop & Safety Supplies Inventory	Paid by Check #110893		11/02/2022	11/16/2022	11/30/2022		11/16/2022	1,129.94
9131803798	Field, Shop & Safety Supplies Inventory	Paid by Check #110893		11/04/2022	11/16/2022	11/30/2022		11/16/2022	280.08
9131803799	Field, Shop & Safety Supplies Inventory	Paid by Check #110893		11/04/2022	11/16/2022	11/30/2022		11/16/2022	148.28
		Vendor 48605 - AIRGAS USA LLC Totals					Invoices	3	<u>\$1,558.30</u>
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO									
227820	Office Supply Issues	Paid by Check #110894		11/08/2022	11/16/2022	11/30/2022		11/16/2022	101.75
227821	Office Supply Issues	Paid by Check #110894		11/08/2022	11/16/2022	11/30/2022		11/16/2022	60.00
		Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals					Invoices	2	<u>\$161.75</u>
Vendor 49337 - AMAZON CAPITAL SERVICES INC.									
147D-V6PP-3FDH	Field, Shop & Safety Supplies Inventory	Paid by Check #110895		11/03/2022	11/16/2022	11/30/2022		11/16/2022	915.09
		Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals					Invoices	1	<u>\$915.09</u>
Vendor 44580 - ARAMARK UNIFORM SERVICES									
2591009646A	Uniform Payable	Paid by Check #110896		04/05/2022	11/16/2022	11/30/2022		11/16/2022	176.40
2591012821A	Uniform Payable	Paid by Check #110896		04/12/2022	11/16/2022	11/30/2022		11/16/2022	238.68
2591012835A	Uniform Payable	Paid by Check #110896		04/12/2022	11/16/2022	11/30/2022		11/16/2022	223.61
2591042874A	Uniform Payable	Paid by Check #110896		06/21/2022	11/16/2022	11/30/2022		11/16/2022	277.20
598000188	Uniform Payable	Paid by Check #110896		10/11/2022	11/16/2022	11/30/2022		11/16/2022	(28.93)
598000221	Uniform Payable	Paid by Check #110896		10/18/2022	11/16/2022	11/30/2022		11/16/2022	(16.68)
598000252	Uniform Payable	Paid by Check #110896		10/27/2022	11/16/2022	11/30/2022		11/16/2022	(237.00)
598000253	Uniform Payable	Paid by Check #110896		10/27/2022	11/16/2022	11/30/2022		11/16/2022	(222.58)
598000254	Uniform Payable	Paid by Check #110896		10/27/2022	11/16/2022	11/30/2022		11/16/2022	(173.40)
598000255	Uniform Payable	Paid by Check #110896		10/27/2022	11/16/2022	11/30/2022		11/16/2022	(277.20)
598000280	Uniform Payable	Paid by Check #110896		11/03/2022	11/16/2022	11/30/2022		11/16/2022	(75.60)
5980042680	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	71.96
5980042682	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	88.13
5980042684	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	91.77
5980042687	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	72.19
5980042691	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	112.66



Payment of Claims

Payment Date Range 11/11/22 - 11/21/22
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
5980042693	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	21.07
5980042696	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	94.60
5980042698	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	27.03
5980042701	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	7.49
5980042703	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	8.93
5980042704	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	18.14
5980042706	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	14.55
5980042707	Uniform Payable	Paid by Check #110896		11/08/2022	11/16/2022	11/30/2022		11/16/2022	20.98
Vendor 44580 - ARAMARK UNIFORM SERVICES Totals							Invoices	24	\$534.00
Vendor 48000 - AT&T/CALNET 3									
000019007989	Telephone	Paid by Check #110897		11/01/2022	11/16/2022	11/30/2022		11/16/2022	24.03
000019007991	Telephone	Paid by Check #110899		11/01/2022	11/16/2022	11/30/2022		11/16/2022	24.03
000019013192	Telephone	Paid by Check #110898		11/01/2022	11/16/2022	11/30/2022		11/16/2022	1,046.42
Vendor 48000 - AT&T/CALNET 3 Totals							Invoices	3	\$1,094.48
Vendor 45009 - BENTLY AGROWDYNAMICS									
209361	Biosolid Disposal Costs	Paid by Check #110900		11/10/2022	11/16/2022	11/30/2022		11/16/2022	709.80
Vendor 45009 - BENTLY AGROWDYNAMICS Totals							Invoices	1	\$709.80
Vendor 12070 - BING MATERIALS									
Oct 22 Stmt	Pipe - Covers & Manholes	Paid by Check #110901		10/31/2022	11/16/2022	11/30/2022		11/16/2022	16,362.50
Vendor 12070 - BING MATERIALS Totals							Invoices	1	\$16,362.50
Vendor 43828 - BLUE RIBBON TEMP PERSONNEL									
15050	Contractual Services	Paid by Check #110902		11/10/2022	11/16/2022	11/30/2022		11/16/2022	901.57
Vendor 43828 - BLUE RIBBON TEMP PERSONNEL Totals							Invoices	1	\$901.57
Vendor 48655 - BOARD OF REGENTS									
CI-06-8001/29	Wells	Paid by Check #110903		11/09/2022	11/16/2022	10/31/2022		11/16/2022	801.27
Vendor 48655 - BOARD OF REGENTS Totals							Invoices	1	\$801.27
Vendor 42978 - BROWNSTEIN HYATT									
913035	Legal Services October 2022 HR	Paid by EFT #65		11/04/2022	11/16/2022	11/30/2022		11/16/2022	600.00
913514	Legal Services October 2022	Paid by EFT #65		11/08/2022	11/16/2022	11/30/2022		11/16/2022	47,102.40
Vendor 42978 - BROWNSTEIN HYATT Totals							Invoices	2	\$47,702.40
Vendor 48681 - CADENCE TEAM INC									
3533	Service Contracts	Paid by Check #110904		10/11/2022	11/16/2022	10/31/2022		11/16/2022	10,219.00
Vendor 48681 - CADENCE TEAM INC Totals							Invoices	1	\$10,219.00
Vendor 49756 - CINDERLITE TRUCKING CORP									
397276	Pipe - Covers & Manholes	Paid by Check #110905		10/24/2022	11/16/2022	11/30/2022		11/16/2022	229.39
397738	Pipe - Covers & Manholes	Paid by Check #110905		10/28/2022	11/16/2022	11/30/2022		11/16/2022	422.43



Payment of Claims

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 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
397922	Pipe - Covers & Manholes	Paid by Check #110905		11/01/2022	11/16/2022	11/30/2022		11/16/2022	201.76
398233	Pipe - Covers & Manholes	Paid by Check #110905		11/04/2022	11/16/2022	11/30/2022		11/16/2022	209.49
Vendor 49756 - CINDERLITE TRUCKING CORP Totals							Invoices	4	<u>\$1,063.07</u>
Vendor 48672 - CINTAS CORP									
5132503712	Safety Equipment - Physicals	Paid by Check #110906		11/10/2022	11/16/2022	11/30/2022		11/16/2022	686.91
Vendor 48672 - CINTAS CORP Totals							Invoices	1	<u>\$686.91</u>
Vendor 40512 - CODALE ELECTRIC SUPPLY									
57920085.001	Repair - Maintenance Water Tanks	Paid by Check #110907		10/31/2022	11/16/2022	10/31/2022		11/16/2022	4,436.58
Vendor 40512 - CODALE ELECTRIC SUPPLY Totals							Invoices	1	<u>\$4,436.58</u>
Vendor 49511 - CORWIN FORD RENO CFR AUTO LLC									
52905	Automotive	Paid by Check #110908		09/22/2022	11/16/2022	11/30/2022		11/16/2022	125.25
53914	Automotive	Paid by Check #110908		10/12/2022	11/16/2022	11/30/2022		11/16/2022	76.15
Vendor 49511 - CORWIN FORD RENO CFR AUTO LLC Totals							Invoices	2	<u>\$201.40</u>
Vendor 42897 - CWEA									
FayT 2023	Dues - Memberships - Certification	Paid by Check #110909		10/28/2022	11/16/2022	10/31/2022		11/16/2022	202.00
GregorichA 2023	Dues - Memberships - Certification	Paid by Check #110909		10/28/2022	11/16/2022	10/31/2022		11/16/2022	202.00
RossC 2023	Dues - Memberships - Certification	Paid by Check #110909		10/28/2022	11/16/2022	10/31/2022		11/16/2022	202.00
StanleyC CSM3 23	Dues - Memberships - Certification	Paid by Check #110909		10/28/2022	11/16/2022	10/31/2022		11/16/2022	105.00
Vendor 42897 - CWEA Totals							Invoices	4	<u>\$711.00</u>
Vendor 48654 - D&H BROADCASTING LLC									
Oct 22	Public Relations Expense	Paid by Check #110910		11/13/2022	11/16/2022	11/30/2022		11/16/2022	1,120.00
Vendor 48654 - D&H BROADCASTING LLC Totals							Invoices	1	<u>\$1,120.00</u>
Vendor 43649 - DOUGLAS DISPOSAL									
2614439	Refuse Disposal	Paid by Check #110911		11/01/2022	11/16/2022	11/30/2022		11/16/2022	26.20
Vendor 43649 - DOUGLAS DISPOSAL Totals							Invoices	1	<u>\$26.20</u>
Vendor 44032 - ENVIRONMENTAL EXPRESS									
1000718734	Laboratory Supplies	Paid by Check #110945		11/08/2022	11/16/2022	11/30/2022		11/16/2022	586.28
Vendor 44032 - ENVIRONMENTAL EXPRESS Totals							Invoices	1	<u>\$586.28</u>
Vendor 49573 - EUROFINS TESTAMERICA									
3800009292	Monitoring	Paid by Check #110913		10/24/2022	11/16/2022	11/30/2022		11/16/2022	35.00
Vendor 49573 - EUROFINS TESTAMERICA Totals							Invoices	1	<u>\$35.00</u>
Vendor 14890 - FEDEX									



Payment of Claims

Payment Date Range 11/11/22 - 11/21/22
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
7-943-72153	Postage Expenses	Paid by Check #110914		11/11/2022	11/16/2022	11/30/2022			72.06
Vendor 14890 - FEDEX Totals							Invoices	1	<u>\$72.06</u>
Vendor 41263 - FERGUSON ENTERPRISES LLC									
0267285	Buildings	Paid by Check #110915		11/10/2022	11/16/2022	11/30/2022		11/16/2022	15.79
Vendor 41263 - FERGUSON ENTERPRISES LLC Totals							Invoices	1	<u>\$15.79</u>
Vendor 15000 - FISHER SCIENTIFIC									
7362939	Laboratory Supplies	Paid by Check #110916		10/17/2022	11/16/2022	11/30/2022		11/16/2022	59.32
Vendor 15000 - FISHER SCIENTIFIC Totals							Invoices	1	<u>\$59.32</u>
Vendor 48402 - FLYERS ENERGY LLC									
22-676026	Automotive	Paid by Check #110917		11/02/2022	11/16/2022	11/30/2022		11/16/2022	1,664.25
22-676026C	Automotive	Paid by Check #110917		11/02/2022	11/16/2022	11/30/2022		11/16/2022	(1,664.25)
22-676026A	Automotive	Paid by Check #110917		11/10/2022	11/16/2022	11/30/2022		11/16/2022	1,664.25
22-685561	Gasoline & Diesel Expense	Paid by Check #110917		11/10/2022	11/16/2022	11/30/2022		11/16/2022	2,992.75
Vendor 48402 - FLYERS ENERGY LLC Totals							Invoices	4	<u>\$4,657.00</u>
Vendor 49053 - ERIKA FRANCO									
MILE110322	Travel - Meetings - Education	Paid by Check #110918		11/03/2022	11/16/2022	11/30/2022		11/16/2022	640.00
Vendor 49053 - ERIKA FRANCO Totals							Invoices	1	<u>\$640.00</u>
Vendor 15600 - GRAINGER									
9498127159	Small Tools	Paid by Check #110919		11/01/2022	11/16/2022	11/30/2022		11/16/2022	151.21
9507007210	Safety Equipment - Physicals	Paid by Check #110919		11/08/2022	11/16/2022	11/30/2022		11/16/2022	868.10
Vendor 15600 - GRAINGER Totals							Invoices	2	<u>\$1,019.31</u>
Vendor 15800 - HACH CO									
13326721	Laboratory Supplies	Paid by Check #110920		11/08/2022	11/16/2022	11/30/2022		11/16/2022	336.65
Vendor 15800 - HACH CO Totals							Invoices	1	<u>\$336.65</u>
Vendor 49110 - HATCHBACK CREATIVE									
3040	Public Relations Expense	Paid by Check #110921		11/07/2022	11/16/2022	11/30/2022		11/16/2022	1,062.50
Vendor 49110 - HATCHBACK CREATIVE Totals							Invoices	1	<u>\$1,062.50</u>
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL									
013771367	Buildings	Paid by Check #110922		11/07/2022	11/16/2022	11/30/2022		11/16/2022	150.00
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL Totals							Invoices	1	<u>\$150.00</u>
Vendor 45135 - LES SCHWAB TIRE CENTER									
71700430523	Automotive	Paid by Check #110923		11/03/2022	11/16/2022	11/30/2022		11/16/2022	79.96
Vendor 45135 - LES SCHWAB TIRE CENTER Totals							Invoices	1	<u>\$79.96</u>
Vendor 22550 - LIBERTY UTILITIES									
OCTOBER 2022-2	Electricity	Paid by Check #110924		11/10/2022	11/16/2022	11/30/2022		11/16/2022	26,868.85



Payment of Claims

Payment Date Range 11/11/22 - 11/21/22
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor 22550 - LIBERTY UTILITIES Totals				Invoices	1	\$26,868.85
Vendor 49765 - NAPA AUTO PARTS									
Oct 22 Stmt	Automotive & Shop Supplies	Paid by Check #110925		10/31/2022	11/16/2022	11/30/2022		11/16/2022	1,958.43
			Vendor 49765 - NAPA AUTO PARTS Totals				Invoices	1	\$1,958.43
Vendor 49617 - NO-DES INC									
1199	Pipe - Covers & Manholes	Paid by Check #110926		10/13/2022	11/16/2022	10/31/2022		11/16/2022	6,000.00
			Vendor 49617 - NO-DES INC Totals				Invoices	1	\$6,000.00
Vendor 44607 - OLIN/PIONEER AMERICAS LLC									
900202173	Hypochlorite	Paid by Check #110927		11/01/2022	11/16/2022	11/30/2022		11/16/2022	10,118.29
900207537	Hypochlorite	Paid by Check #110927		11/11/2022	11/16/2022	11/30/2022		11/16/2022	9,799.07
			Vendor 44607 - OLIN/PIONEER AMERICAS LLC Totals				Invoices	2	\$19,917.36
Vendor 49826 - QUADIANT LEASING USA INC									
N9640637	Equipment Rental- Lease	Paid by Check #110928		10/20/2022	11/16/2022	10/31/2022		11/16/2022	1,061.83
			Vendor 49826 - QUADIANT LEASING USA INC Totals				Invoices	1	\$1,061.83
Vendor 43332 - RED WING SHOE STORE									
812-1-103726	Safety Equipment - Physicals	Paid by Check #110929		11/07/2022	11/16/2022	11/30/2022		11/16/2022	552.73
812-1-103939	Safety Equipment - Physicals	Paid by Check #110929		11/09/2022	11/16/2022	11/30/2022		11/16/2022	(9.70)
			Vendor 43332 - RED WING SHOE STORE Totals				Invoices	2	\$543.03
Vendor 49497 - REGULATORY INTELLIGENCE LLC									
STPUD1122	Advisory	Paid by Check #110930		11/10/2022	11/16/2022	11/30/2022		11/16/2022	194.27
			Vendor 49497 - REGULATORY INTELLIGENCE LLC Totals				Invoices	1	\$194.27
Vendor 48911 - JOHN SHERIDAN									
Tuition #3	Tuition & Reimbursement Program	Paid by Check #110931		11/08/2022	11/16/2022	11/30/2022		11/16/2022	1,600.00
			Vendor 48911 - JOHN SHERIDAN Totals				Invoices	1	\$1,600.00
Vendor 23100 - SOUTH SHORE GLASS & DOOR INC									
40446	Buildings	Paid by Check #110932		10/31/2022	11/16/2022	10/31/2022		11/16/2022	1,130.01
			Vendor 23100 - SOUTH SHORE GLASS & DOOR INC Totals				Invoices	1	\$1,130.01
Vendor 45168 - SOUTHWEST GAS									
OCTOBER 2022-2	Natural Gas	Paid by Check #110933		11/08/2022	11/16/2022	11/30/2022		11/16/2022	41.84
			Vendor 45168 - SOUTHWEST GAS Totals				Invoices	1	\$41.84
Vendor 48617 - STEEL-TOE-SHOES.COM									
STP092122	Safety Equipment - Physicals	Paid by Check #110934		09/21/2022	11/16/2022	11/30/2022		11/16/2022	701.42
STP111022A	Safety Equipment - Physicals	Paid by Check #110934		11/10/2022	11/16/2022	11/30/2022		11/16/2022	239.24
STP111022B	Safety Equipment - Physicals	Paid by Check #110934		11/10/2022	11/16/2022	11/30/2022		11/16/2022	299.05



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STP111022C	Safety Equipment - Physicals	Paid by Check #110934		11/10/2022	11/16/2022	11/30/2022			192.48
Vendor 48617 - STEEL-TOE-SHOES.COM Totals							Invoices	4	\$1,432.19
Vendor 48229 - TAHOE DAILY TRIBUNE									
IN64023	Public Relations Expense	Paid by Check #110935		10/31/2022	11/16/2022	11/30/2022		11/16/2022	578.00
Vendor 48229 - TAHOE DAILY TRIBUNE Totals							Invoices	1	\$578.00
Vendor 24325 - TAHOE SAND & GRAVEL									
Oct 22 Stmt	Pipe - Covers & Manholes	Paid by Check #110936		10/31/2022	11/16/2022	11/30/2022		11/16/2022	11,872.44
Vendor 24325 - TAHOE SAND & GRAVEL Totals							Invoices	1	\$11,872.44
Vendor 48927 - TAHOE VALLEY LODGE									
1047	Standby Accommodations	Paid by Check #110937		10/31/2022	11/16/2022	11/30/2022		11/16/2022	1,310.00
Vendor 48927 - TAHOE VALLEY LODGE Totals							Invoices	1	\$1,310.00
Vendor 49420 - THATCHER COMPANY OF NEVADA INC									
2022400108679	Sodium Hydroxide	Paid by Check #110938		10/31/2022	11/16/2022	10/31/2022		11/16/2022	11,988.00
2022400108874	Sodium Hydroxide	Paid by Check #110938		10/31/2022	11/16/2022	10/31/2022		11/16/2022	(11,988.00)
2022400108875	Sodium Hydroxide	Paid by Check #110938		10/31/2022	11/16/2022	10/31/2022		11/16/2022	10,656.00
Vendor 49420 - THATCHER COMPANY OF NEVADA INC Totals							Invoices	3	\$10,656.00
Vendor 49752 - TIESLAU PAVING AND EXCAVATING									
23-06A	Pipe - Covers & Manholes	Paid by Check #110939		10/27/2022	11/16/2022	11/30/2022		11/16/2022	10,084.00
23-06AR	Pipe - Covers & Manholes Retainage	Paid by Check #110939		10/27/2022	11/16/2022	11/30/2022		11/16/2022	(504.20)
Vendor 49752 - TIESLAU PAVING AND EXCAVATING Totals							Invoices	2	\$9,579.80
Vendor 43718 - USA BLUE BOOK									
163799	Wells	Paid by Check #110940		11/02/2022	11/16/2022	11/30/2022		11/16/2022	337.09
Vendor 43718 - USA BLUE BOOK Totals							Invoices	1	\$337.09
Vendor 48405 - WAXIE SANITARY SUPPLY									
81304236	Office Supply Issues	Paid by Check #110941		11/07/2022	11/16/2022	11/30/2022		11/16/2022	66.50
81308780	Field, Shop & Safety Supplies Inventory	Paid by Check #110941		11/09/2022	11/16/2022	11/30/2022		11/16/2022	253.82
Vendor 48405 - WAXIE SANITARY SUPPLY Totals							Invoices	2	\$320.32
Vendor 25700 - WEDCO INC									
796425	Buildings	Paid by Check #110942		11/07/2022	11/16/2022	11/30/2022		11/16/2022	349.92
Vendor 25700 - WEDCO INC Totals							Invoices	1	\$349.92
Vendor 25850 - WESTERN NEVADA SUPPLY									
39519186	Pipe - Covers & Manholes	Paid by Check #110943		10/27/2022	11/16/2022	11/30/2022		11/16/2022	194.34
19533584	Pump Stations	Paid by Check #110943		11/07/2022	11/16/2022	11/30/2022		11/16/2022	3,547.43
19544320	Water Meters & Parts	Paid by Check #110943		11/10/2022	11/16/2022	11/30/2022		11/16/2022	356.55



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19521009	Repair Clamps Inventory	Paid by Check #110943		11/14/2022	11/16/2022	11/30/2022			3,273.11
		Vendor 25850 - WESTERN NEVADA SUPPLY Totals				Invoices	4		<u>\$7,371.43</u>
Vendor 40298 - WILLIAMS INDUSTRIAL SALES CO									
2022-286218-00	Pipe - Covers & Manholes	Paid by Check #110944		11/04/2022	11/16/2022	11/30/2022		11/16/2022	883.96
		Vendor 40298 - WILLIAMS INDUSTRIAL SALES CO Totals				Invoices	1		<u>\$883.96</u>
		Grand Totals				Invoices	105		<u><u>\$202,873.20</u></u>



SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT November 17, 2022 MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:03 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL: Board of Directors: President Sheehan, Directors Romsos, Peterson, Exline

Absent: Director Cefalu

Staff: John Thiel, Gary Kvistad, Paul Hughes, Melonie Guttry, Chris Stanley, Chris Skelly, Brian Bartlett, Shelly Thomsen, Jessica Mendoza, Judy DeLeon, Brent Goligoski, Ryan Lee, Julie Ryan, Adrian Combes, Trevor Coolidge,

Guests: Mitch Cochran, Past President of Municipal Information Systems Association of California (MISAC)

1. **PLEDGE OF ALLEGIANCE:**

2. **COMMENTS FROM THE AUDIENCE:** None

3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:** None

4. **ADOPTION OF CONSENT CALENDAR:**

Moved Sheehan/Second Peterson/Sheehan Yes/Cefalu Absent/Romsos Yes/Peterson Yes/Exline Yes to approve the Consent Calendar as presented.

a. **2021 ROCKY 1 WATERLINE AND PRESSURE REDUCING VALVE REPLACEMENT PROJECT**

(Adrian Combes, Senior Engineer)

Authorized the General Manager to approve Notice of Completion with the El Dorado County Clerk for the 2021 Rocky 1 Waterline and Pressure Reducing Valve Replacement Project.

b. **TAHOE KEYS PUMP STATION REPLACEMENT PROJECT** (Adrian Combes, Senior Engineer)

Approved Change Order No. 1 to T&S Construction in the amount of \$265,152.21.

c. **2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT**

(Adrian Combes, Senior Engineer)

1) Approved Change Order No. 1 to Vinciguerra Construction in the amount of <\$139,453.88>, and 2) Approved Closeout Agreement and Release of Claims for Vinciguerra Construction.

d. **2022 BOWERS WATERLINE REPLACEMENT PROJECT**

(Adrian Combes, Senior Engineer)

1) Approved Change Order No. 1 to Vinciguerra Construction in the amount of <\$353,966.61>, and 2) Approve Closeout Agreement and Release of Claims for Vinciguerra Construction.

e. **2021-2022 TANK COATING TOUCHUPS PROJECT**

(Julie Ryan, Engineering Department Manager and Heidi Baugh, Purchasing Agent)

Approved Change Order No. 2 to Top Line Engineers, Inc. in the amount of \$32,399.85.

f. **AERATION BLOWER SYSTEM EMERGENCY POWER AND SECONDARY CLARIFIERS NOS. 1 AND 2 PROJECT**

(Brent Goligoski, Associate Engineer)

Authorized General Manger to approve Partial Notice of Completion with the El Dorado County Clerk for the Secondary Clarifiers Nos. 1 and 2 portion of the Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project.

g. **RESOLUTION NO. 3232-22 DESIGNATING AN AUTHORIZED REPRESENTATIVE TO APPLY AND EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR FUNDING THROUGH THE SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM**

(Yesenia Pacheco, Grants Coordinator)

Adopted Resolution No. 3232-22 to designate Ivo Bergsohn, as the Alternative Plan Manager or his designee to provide approval for all matters pertaining to submittal of the application and execution of an agreement with the State of California for the Sustainable Groundwater Management Agency Implementation grant application.

h. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Debbie Henderson, Accounting Manager)

Received and filed Payment of Claims in the amount of \$2,963,762.37.

i. **REGULAR BOARD MEETING MINUTES: November 2, 2022**

(Melonie Guttry, Executive Services Manager/Clerk of the Board)

Approved November 3, 2022, Minutes

5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION:** None

6. **PRESENTATION: Mitch Cochran** presented the MISAC Award of Excellence in Information Technology to the District's Information Technology (IT) Department. **Paul Hughes** and the Board congratulated the IT Department on their accomplishment.

7. **ITEMS FOR BOARD ACTION:**

a. Tallac Creek Temporary Sewer Crossing Support Emergency Project (Ivo Bergsohn, PG, HG, Hydrogeologist) – **Julie Ryan** provided details regarding the Tallac Creek Temporary Sewer Crossing Support Emergency Project and addressed questions from the Board.

Moved Romsos/Second Peterson/Sheehan Yes/Cefalu Absent/Romsos Yes/Peterson Yes/Exline Yes to pursuant to Public Contract Code Section 22050(c), terminate emergency action to

complete temporary measures and construction of the Tallac Creek Sewer Pipeline Project to prevent the collapse of the District's Baldwin Beach sewer pipeline crossing into Tallac Creek.

- b. Diamond Valley Ranch Facilities Emergency Repairs Project (Julie Ryan, Engineering Department Manager) – **Trevor Coolidge** provided details regarding the Diamond Valley Ranch Facilities Emergency Repairs Project.

Moved Sheehan/Second Romsos/Sheehan Yes/Cefalu Absent/Romsos Yes/Peterson Yes/Exline Yes to continue the emergency action to repair the Diamond Valley Ranch Facilities per Resolution No. 3230-22.

- c. Arrears Billing for Water and Sewer Service Charges – **Ryan Lee** provided details regarding the recommended change in billing arrears for all water and sewer service charges which will alleviate customer confusion.

Moved Sheehan/Second Peterson/Sheehan Yes/Cefalu Absent/Romsos Yes/Peterson Yes/Exline Yes to Adopt Ordinance No. 583-22, an Ordinance.

- d. Update Administrative Code to Remove References to Quarterly Service Charge Billing – **Ryan Lee** provided details regarding the update to the Administrative Code to remove references to quarterly service charge billing since the District will begin monthly billing next year.

Moved Romsos/Second Peterson/Sheehan Yes/Cefalu Absent/Romsos Yes/Peterson Yes/Exline Yes to Adopt Ordinance No. 584-22, an Ordinance of the South Tahoe Public Utility District, amending Administrative Code Sections 3.1.55(c) and 4.8.3 to remove references to quarterly service charge billing.

- e. Water Capacity Charges and Sewer Connection Fees – **Ryan Lee** provided details regarding updated water capacity charges and sewer connection fees and addressed questions from the Board.

Moved Exline/Second Peterson/Sheehan Yes/Cefalu Absent/Romsos Yes/Peterson Yes/Exline Yes to Adopt Ordinance No. 585-22, an Ordinance of the South Tahoe Public Utility District, setting water capacity charges and sewer connection fees and Amending Administrative Code Sections 3.1.49(e), 4.5.10 and Appendix Fee Schedule Section 4.5.7.

8. STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:

Director Peterson reported details regarding the Operations Committee meeting held on Monday, November 14, 2022, and **Director Romsos** provided additional details. **John Thiel** reported that more details will be brought forward to the full Board regarding Tahoe Keys negotiations on December 1, 2022.

9. BOARD MEMBER REPORTS:

President Sheehan reported that she represented the Board at the Employee Communications Committee Meeting this morning. **Director Exline** reported two presentations were provided at the City of South Lake Tahoe Sustainability meeting last night. He further reported that the Tahoe Regional Planning Agency is discussing Biomass in the basin, which is widely supported.

10. EL DORADO WATER AGENCY PURVEYOR REPORT:

Director Peterson reported the regular meeting was held on November 9, 2022, and the countywide Plenary was November 16, 2022.

11. STAFF/ATTORNEY REPORTS:

Chris Skelly provided details regarding the MISAC Award which was an extensive process. He further provided an Information Technology Update and addressed questions from the Board.

Melonie Guttry congratulated **Directors Romsos** and **Exline** for being re-elected, along with **Nick Haven** on his election. All three seats are for full, four-year terms commencing on December 2, 2022, and expiring December 4, 2026.

Shelly Thomsen provided an presentation for the Adopt-A-Hydrant Program and addressed questions from the Board.

12. GENERAL MANAGER REPORT:

John Thiel reported on several items:

- Provided a staffing update including details of the District's relocation fee for newly hired staff. The Board provided direction regarding possible options including a fee to allow for approval up to a maximum amount.
- Provided an Emergency Response and Recovery Plan Update and recognized **Jeff Lee** for all of his efforts in developing this plan.

13. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS

14. BREAK AND ADJOURN TO CLOSED SESSION: 2:54 p.m.

RECONVENE TO OPEN SESSION: 3:28 p.m.

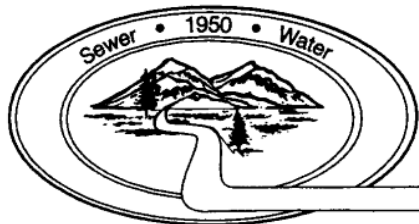
- a. Pursuant to Government Code Section 54956.9(b) of the California Government Code, Conference with Legal Counsel regarding Potential Litigation (two cases).

No reportable Board Action

ADJOURNMENT: 3:29 p.m.

Kelly Sheehan, Board President
South Tahoe Public Utility District

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District



South Tahoe Public Utility District

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BOARD AGENDA ITEM 8a

TO: Board of Directors
FROM: Julie Ryan, Engineering Department Manager
MEETING DATE: December 1, 2022
ITEM – PROJECT NAME: Diamond Valley Ranch Facilities Emergency Repairs Project

REQUESTED BOARD ACTION: Continue the emergency action to repair the Diamond Valley Ranch Facilities per Resolution No. 3230-22.

DISCUSSION: The Board declared the Diamond Valley Ranch Facilities Emergency Repairs Project as an emergency on August 4, 2022. District staff will provide an update to the Board on the status of the emergency repairs.

Public Contract Code Section 22050(c) requires the Board to review the emergency action at every Board meeting thereafter until the emergency action is terminated. The Board must determine by a 4/5 vote that there is a need to continue the emergency action. District staff is requesting that the Board continue the emergency action for the repairs of the Diamond Valley Ranch Facilities.

SCHEDULE: Repairs to be completed as soon as possible

COSTS:

ACCOUNT NO: N/A

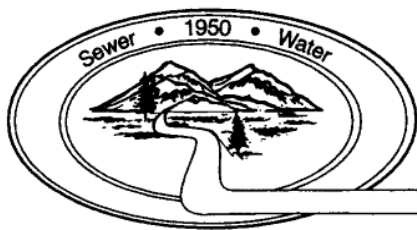
BUDGETED AMOUNT AVAILABLE: Funded with reserves

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES *JA* NO _____

CHIEF FINANCIAL OFFICER: YES *AA* NO _____



South Tahoe Public Utility District

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BOARD AGENDA ITEM 8b

TO: Board of Directors

FROM: Brent Goligoski, Associate Engineer

MEETING DATE: December 1, 2022

ITEM – PROJECT NAME: 2023 Luther Pass and Heavenly Tanks Rehabilitation Project (Project)

REQUESTED BOARD ACTION: 1) Authorize staff to advertise for construction bids; 2) Authorize staff to file a California Environmental Quality Act (CEQA) Notice of Exemption (NOE) with the El Dorado County Clerk and State Clearinghouse.; and, 3) Approve the below named products to be listed without alternative in the contract documents for the 2023 Luther Pass and Heavenly Tanks Rehabilitation Project.

DISCUSSION: This Project consists of rehabilitation of the Luther Pass Pump Station (LPPS) Tank 1 as well as rehabilitation of the exterior coating of Heavenly Tank.

LPPS Tank 1 is an approximately 1-million-gallon treated wastewater tank used for ballast storage. This tank was replaced in 1991 and has not been rehabilitated since. This rehabilitation includes:

- Removal and replacement of the interior coating system
- Replacement of cathodic protection system
- Addition of structural steel plates to strengthen the lower 20 feet of shell
- Recoating of tank exterior
- Additional structural repairs as needed

Heavenly Tank is an approximately 1-million-gallon water distribution tank constructed in 1984. The interior was rehabilitated in 2019 but the exterior coating was not completed at that time due to Project delays leading into the winter season. This rehabilitation will consist of surface preparation and recoating of the exterior of the tank.

District staff is working to complete the plans and specifications for the Project with internal staff and working with Beyaz & Patel, Inc. to prepare the structural details for LPPS Tank 1. Following Board authorization, staff plans to advertise beginning in early December and open bids and return to the Board for award in January. Construction is expected to occur during the 2023 construction season. The total Engineer's Estimate for this Project is \$1,327,300.

The Project falls under a Categorical Exemption because these are minor alterations to existing facilities which involve no expansion of existing use. With approval, Staff will file a NOE with the El Dorado County Clerk and State Clearinghouse.

Also, to comply with requirements of the Public Contracting Code, the District must list, in one place in the bid documents, all items that are to be provided by the contractor without alternative (i.e., sole brand), and identify the basis for including each item on the list (also known as a "finding"). This list must be approved in advance of bidding by the Board of Directors. Below is the list of sole brand items for the Project, along with the findings for each. Staff requests that the Board approve this list for the purpose of bidding and constructing this Project.

- A. In following with the District's established Purchasing Policy, and as is allowed by California Statutes and supported by case law, the District has made findings that certain products shall be used for this Project without alternative. The District's Purchasing Policy recognizes the following as findings for exceptions to bidding:
1. When the item (merchandise or service) can be obtained from only one source.
 2. When the item is required or is economically preferable to match or be compatible with other furnishings, materials or equipment presently on hand and the purchase is made from the manufacturer or supplier who supplied other such furnishings, materials or equipment.
 3. When the item has been standardized by the District and can be purchased from only one source or is purchased from the original manufacturer or supplier.
 4. When the Board of Directors determines that due to special circumstances, it is in the District's best interest to purchase an item or enter into a contract without compliance with the bidding procedures i.e., competitive proposals would not be useful, would not produce an advantage or would be undesirable, impractical, or impossible.
 5. When all bids are considered unsatisfactory or excessive and are rejected by the Board of Directors by a two-thirds vote (PCC 20206.1), the District may do any necessary work and make necessary expenditures in lieu of contracting for the proposed work.
 6. When the Board of Directors declares an emergency by a four-fifths vote (PCC 22050), after finding that conditions will not permit a delay resulting from a competitive solicitation for bids. All actions, thereafter taken, will be reported to the Board until the emergency action is terminated (at the earliest possible date that conditions warrant).
- B. Following is a list of products proposed for sole brand determination for the Project, and the basis for the sole brand determination identified by reference to the findings listed in Part A (above).
1. Saf-T-Climb System/North Safety Products [Finding 3].
 2. 3M DBI-SALA Lad-Saf Cable Vertical Safety System [Finding 3]

SCHEDULE: December 2022 through October 2023

COSTS: \$1,073,400; \$253,900

ACCOUNT NO: LPTNKS/10.30.7057; HVNTNK/20.30.7078

BUDGETED AMOUNT AVAILABLE: \$1,486,954

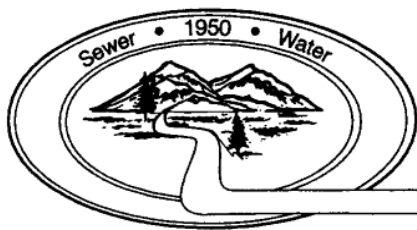
ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *AG* NO _____

CHIEF FINANCIAL OFFICER: YES *AT* NO _____



South Tahoe Public Utility District

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BOARD AGENDA ITEM 8c

TO: Board of Directors

FROM: Trevor Coolidge, Senior Engineer

MEETING DATE: December 1, 2022

ITEM – PROJECT NAME: Diamond Valley Ranch Fuels Reduction Project

REQUESTED BOARD ACTION: Approve the Real Property Access Agreement with Alpine Fire Safe Council to implement fuels reduction work at Diamond Valley Ranch and authorize the General Manager and legal counsel to negotiate further revisions as necessary.

DISCUSSION: The District operates water reuse facilities in Alpine County abutting public and private lands that are at risk to wildfire. Following the Tamarack Fire, an increase in public awareness regarding the need for defensible space and fuels management within the Wildland Urban Interface (WUI), led the Alpine Fire Safe Council (AFSC) to contact the District regarding a possible grant opportunity to complete fuels reduction work on District property. AFSC is a 501(c)(3) public benefit corporation formed in 2003, to promote wildfire preparedness. AFSC is wholly separate from the County of Alpine

District staff has worked with AFSC to identify 20 acres of Diamond Valley Ranch property abutting the residential areas of Alpine Village and Hawkside Court, in addition to Alpine County's public works yard, for fuels management. After identifying the area for fuels reduction work, AFSC was successful in securing a grant from CalFire to proceed with environmental permitting, contracting, and completion of mechanical fuels reduction of brush, ladder fuels, and dead trees at no cost to the District.

A draft of a proposed Real Property Access Agreement with AFSC is attached for the work. The collaboration between the District and AFSC has been well received by the public.

Staff requests that the Board approve the Real Property Access Agreement with Alpine Fire Safe Council to implement the fuels reduction work at Diamond Valley Ranch and authorize the General Manager and legal counsel to negotiate further revisions as necessary.

SCHEDULE: Upon Board Approval

COSTS: \$0.00

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Draft Alpine Fire Safe Council Right of Entry Agreement

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES *TC* NO _____

CHIEF FINANCIAL OFFICER: YES *TC* NO _____

REAL PROPERTY ACCESS AGREEMENT

This **Real Property Access Agreement** ("Agreement") is entered into as of the ____ day of December, 2022 (the "Effective Date"), by and between the South Tahoe Public Utility District, a California public utility district ("District"), and Alpine Fire Safe Council, a California non-profit public benefit corporation ("AFSC"), (individually a Party" and collectively "Parties"), at South Lake Tahoe, California, with respect to the following facts and intentions:

A. The District is the owner of certain real property located in Alpine County, California ("Property");

B. AFSC desires to access a portion of the Property for permitting, site evaluations, and mechanical thinning for fuel reduction on approximately 15 acres ("Project") on a portion of the Property described as Assessor Parcel Numbers 001-080-086, 001-080-080, and 001-080-085 ("Project Area"); and,

C. The District agrees to permit AFSC to enter the Property to examine, inspect, investigate and perform fuels reduction on the Project Area pursuant to the terms and conditions of this Agreement. The Project Area is depicted on **Exhibit "A"** to this Agreement, which is incorporated by this reference.

NOW, THEREFORE, The Parties agree as follows:

1. Investigative Access. The District grants a temporary license to AFSC, and its agents, contractors, consultants, surveyors, volunteers and employees (collectively "Agents"), to enter onto the Property and make such reasonable investigations, studies, surveys and tests on the Project Area as AFSC deems necessary or advisable for the Project. AFSC shall conduct all such investigations, studies and tests as follows:

1.1. Establish accurate maps of the Project Area and determine access points and landing areas for equipment and vegetation removed during the Project;

1.2. Take reference photos representing the "before" status of the Project Area. Rebar stakes will be placed to mark GIS reference points (approximately one per 25-30 acres);

1.3. Determine number of trees (dead or overcrowded) requiring removal and mark such trees;

1.4. Conduct environmental studies that satisfy the California Environmental Quality Act (CEQA) prerequisite for forest health activities intended to increase forest resilience to wildfire, draught and disease, while maintaining wildlife habitat and soil cover; and,

1.5. Develop Prescriptions/Treatment Plans that will reduce wildfire hazards, provide greater safety to fire fighters, reduce intensity of wildfires, and create general defensible space around communities and critical assets.

2. Implementation Access. AFSC shall submit the Prescriptions/Treatment Plans to the District for review and approval. After receipt of the District's approval, the District also grants a temporary license to AFSC, and its Agents to implement the Prescriptive/Treatment Plans in accordance with California Forest Practice Rules. Prescriptive/Treatment Plans may include any/all of the following:

2.1. Clearing underbrush vegetation and removing brush and small trees, up to 10-inches in diameter at eight feet from ground level in areas located more than 100 feet from residence or structures;

- 2.2. Pruning vegetation that could become ladder fuels in a fire situation;
- 2.3. Removing dead or dying trees;
- 2.4. Removing trees crowding a healthy forest;
- 2.5. Pruning tree branches that are within 12 feet of the ground; and,
- 2.6. No herbicides will be used.

3. Implementation. The AFSC activities shall be conducted during normal business hours, unless the District otherwise approves in writing, which approval may be given or withheld in the District's sole discretion. AFSC shall provide to the District a notice (which may be sent via email) of AFSC's intent to enter the Property at least three (3) days prior to the intended date of entry, which notice shall include a general description of the activities to be conducted. The District shall designate a route across the Property for AFSC's access to the Project Area. A representative of the District shall have the right, but not the obligation, to be present during the Investigations and implementation.

Neither AFSC, nor its Consultants shall take any action which interferes with the District's use, occupancy or enjoyment of the Property. AFSC's representatives shall not injure or otherwise cause bodily harm to the District's agents, invitees, contractors and employees.

4. Indemnification

3.1 AFSC. To the fullest extent permitted by law, AFSC shall indemnify, defend and hold harmless, the District, its directors, officers, employees and agents, from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the acts and omissions of AFSC, its Agents, except to the extent such claims or damages are caused by the active negligence or willful misconduct of the District, or its employees, contractors or agents.

3.2. District. To the fullest extent permitted by law, the District shall indemnify, defend and hold harmless, AFSC, its Agents, from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the acts and omissions of the District, its its directors, officers, employees and agents, except to the extent such claims or damages are caused by the active negligence or willful misconduct of AFSC or its Agents.

5. Restrictions. Notwithstanding anything in this Agreement to the contrary, the District shall have the right, in its sole and absolute discretion, without limitation, to disapprove any and all entries, surveys, tests, investigations and other matters that in the District's sole judgment could result in any injury to the Property or expose the District to any losses or violate any applicable law, or otherwise adversely affect the Property or the District's interest therein. AFSC shall obtain the District's prior written consent to any such entries, surveys, tests, investigations or other matters that are invasive on the Property. AFSC shall use its best efforts to minimize disruption to the District's operations on the Property in connection with AFSC's or its Agents' activities pursuant to this Agreement. No consent by the the District to any such activity shall be deemed to constitute a waiver by the District or assumption of liability or risk by the District.

6. Costs. The cost of AFSC's activities described in this Agreement shall be paid by CAL FIRE Grant 5G21107. The District shall not have any responsibility to pay for any of the costs incurred by AFSC and its Agents.

7. No Liability. The District shall have no liability, responsibility or duty of care to AFSC or to its Agents, on the Property. AFSC acknowledges that AFSC, and its consultants enter and occupy the Property at their own risk.

8. Insurance. Prior to accessing the Property and at all times during the Term, AFSC, and its Agents, shall maintain the following insurance coverages:

8.1. Workers Compensation Insurance. Insurance to protect the from all claims under California Workers Compensation and Employers Liability Act. Such coverage shall be maintained, in the type and amount, in strict compliance with all applicable State and Federal statutes and regulations.

8.2. Commercial General Liability Insurance. Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering performance, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence Form CG 0001, and with a limit in an amount of not less than Two Million Dollars (\$2,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

8.3. Automobile Liability Insurance. Insurance to protect against claims arising from death, bodily or personal injury, or damage to properties resulting from actions, failures to act, operations of equipment of the insured, or by its employees, agents, and consultants or by anyone directly or indirectly employed by the insured. The amount of insurance shall not be less than two Million Dollars (\$2,000,000) combined single limit per acts of coverage applied to bodily and personal injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

8.4. General Provisions. The above insurance coverages shall be subject to the District's reasonable approval. The District shall be provided with copies of the certificate of insurance evidencing the above insurance coverages. The District shall be named as the additional insured on the commercial general liability and automobile liability insurance policies. Each policy of insurance shall require thirty (30) days advance written notice to the District of any change or cancellation of the insured. The above insurance coverage shall be primary with respect to the interest of the additional insured, include a cross liability and severability of interest endorsement, a waiver of any and all transfer rights of recovery (subrogation) against the additional insured. In addition, the above insurance requirements shall not limit the indemnification obligations of AFSC.

9. Compliance with Law. AFSC shall take all necessary actions and implement all protections necessary to ensure that all actions taken in connection with the inspections or other matters performed by AFSC with respect to the Property, and all equipment, materials and substances generated, used or brought onto the Property, pose no material threat to the safety of persons or the environment and cause no damage to the Property or other property of the District or other persons. AFSC shall conduct itself on the Property, and all of AFSC's tests, inspections, examinations and studies performed pursuant to this Agreement, in compliance with all applicable laws and regulations. Without limiting the previous sentence, AFSC shall address any hazardous materials and substances at the Property in such a manner that fully complies with all applicable environmental laws and regulations.

10. Term. This Agreement shall automatically terminate without further notice or execution of any documentation by the District and/or AFSC, at the earlier of: (i) one (1) year from the Effective Date; or (ii) AFSC's completion of its activities described in this Agreement (the "Term"). Notwithstanding the foregoing to the contrary, the District may terminate this Agreement at any time for any reason (or for no reason whatsoever) in the District's sole discretion by delivering written notice to AFSC (at the address above).

11. No Additional Rights Granted. AFSC acknowledges and agrees that the District's execution of this Agreement shall in no way constitute a binding contract related to the Property or an obligation to enter into or to negotiate the Project Agreements, and no such agreement shall exist unless and until a separate agreement has been executed by the District. Other than this Agreement, AFSC acknowledges it has no interest in the Property whatsoever.

12. Damage to the Property. AFSC shall not allow, create, cause or permit any lien or encumbrance to attach to the Property during the Term. Should physical damages to the Property occur as a result of AFSC's, or its Agents', activities, then AFSC shall be responsible, at its sole expense, to restore the Property to substantially the same condition in which it existed prior to such damage.

13. General Provisions.

13.1. Applicable law; venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The Superior Court of the County of El Dorado shall be the site and have jurisdiction for the resolution of all such actions.

13.2. Notices, Demands and Communications Between the Parties. Written notices, demands, and communications between the District and AFSC shall be given either by: (i) personal service; (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery; or, (iii) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To District:	John Thiel, General Manager South Tahoe Public Utility District 1275 Meadow Crest Drive South Lake Tahoe, CA 96150
With Copy to:	Gary M. Kvistad Brownstein Hyatt Farber Schreck, LLP 1021 Anacpa Street, Second Floor Santa Barbara, CA 93101
To AFSC:	Kris Hartnett, Chair Alpine Fire Safe Council P O Box 67 Markleeville, CA 96120

Notices personally delivered, sent by United States mail or delivered by document delivery service shall be deemed effective upon receipt. Notices sent solely by mail in the manner provided above shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

13.3. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

13.4. Counterparts. This Agreement may be executed in counterparts, each of which, after all the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

13.5. Successors This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Parties.

13.6. Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

13.7. Assignment. This Agreement shall not be assignable without the prior written consent of the District, who shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without the approval of the District shall be void, except as provided above.

13.8. Construction The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party, as each Party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

13.9. Several Obligations Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Each Party shall be individually and severally liable for its own obligations under this Agreement.

13.10. Attorneys' Fees. If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith by the prevailing Party.

13.11. Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third-party is not required to legally bind either Party to the terms and conditions of this Agreement.

13.12. Survival. The provisions of this Section and Sections 4, 6, 7, 8 and 12 shall survive the termination of this Agreement.

13.13. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties, and supersedes all prior agreements and understandings, oral and written, between the Parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

South Tahoe Public Utility District:

Alpine Fire Safe Council:

By: _____
Kelly Sheehan, President

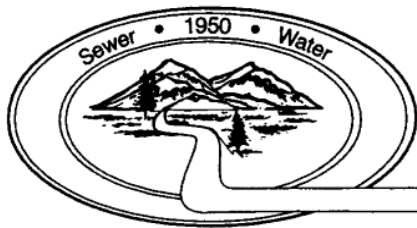
By: _____
Kris Hartnett, Chair

ATTEST:

By: _____
Melonie Guttry, Clerk of the Board

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 8d

TO: Board of Directors
FROM: John Thiel, General Manager
MEETING DATE: December 1, 2022
ITEM – PROJECT NAME: Appreciation of Director Cefalu

REQUESTED BOARD ACTION: Adopt Resolution No. 3234-22 in Appreciation of Director Chris Cefalu

DISCUSSION: Resolution No. 3234-22 is in appreciation of Director Cefalu for his 13 years of service and dedication to the South Tahoe Public Utility Board of Directors.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

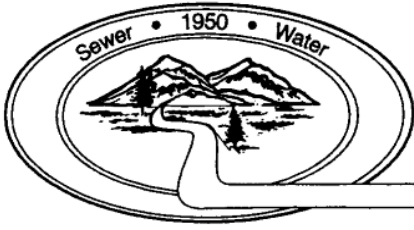
BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3234-22

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES *CT* NO

CHIEF FINANCIAL OFFICER: YES *MT* NO



South Tahoe Public Utility District

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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Phone 530 544-6474 • Fax 530 541-0614 • www.stpub.us

BOARD AGENDA ITEM 14a

TO: Board of Directors
FROM: Liz Kauffman, Human Resources Director
MEETING DATE: December 1, 2022
ITEM – PROJECT NAME: Public Employee Performance Evaluation – General Manager

REQUESTED BOARD ACTION: Conduct Evaluation Process

DISCUSSION: Pursuant to Section 54957 of the California Government Code, Closed Session may be held regarding public employee annual evaluation for unrepresented employee position - General Manager.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES ca NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____