



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

March 16, 2023

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
MARCH 16, 2023
8:00 A.M.**

**Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361**

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, MARCH 13, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://us02web.zoom.us/j/3585721867>

or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing nfiez@oakdaleirrigation.com by 4:30 p.m., Wednesday, March 15, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5504, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

1. Approve the regular board meeting minutes of February 16, 2023.
 2. Approve the February statement of obligations.
-

ACTION CALENDAR

ITEMS 3 - 7

3. Review and possible action to approve the FERC annual land fees for 2023.
 4. Review and possible action to authorize the General Manager to proceed with the rock slide removal repair and authorize the General Manager to apply for FEMA and CalOES reimbursement under the recent emergency declaration, FEMA-4683-DR-CA.
 5. Review and possible action to adopt resolution for the designation of applicant's agent resolution non-state agencies.
 6. Discussion and possible action to authorize the General Manager to hire a Natural Resources Intern at the Tulloch Reservoir, reporting to the License and Compliance Coordinator.
 7. Review and possible action to approve the crane rental to remove and replace the Beardsley spillway lower bridge.
-

DISCUSSION

ITEM 8

8. Tulloch Spillway Study Session Report
-

COMMUNICATIONS

ITEMS 9 - 12

9. Staff reports as follows:
 - a. General Manager Report
 - b. Operations & Maintenance Report
 - c. Compliance Report
 10. Generation Report
 11. Fisheries studies on the Lower Stanislaus River
 12. Directors' Comments
-

CLOSED SESSION

ITEM 13

13. a. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
 1. Finance Manager
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
One (1) case

- c. REAL PROPERTY NEGOTIATIONS
Government Code § 54956.8
Property: 043-110-026 and 043-110-032
Agency Negotiator: General Manager
Negotiating Parties: Unknown
Under Negotiation: Price and Terms

- d. REAL PROPERTY NEGOTIATIONS
Government Code § 54956.8
Property: 061-057-001
Agency Negotiator: General Manager
Negotiating Parties: REA Properties, LLC
Under Negotiation: Price and Terms

ADJOURNMENT**ITEM 14**

- 14. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 3/16/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project February 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of February 16, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: February 16, 2023 Minutes

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT
MINUTES OF THE JOINT BOARD
OF DIRECTORS REGULAR MEETING**

February 16, 2023
Manteca, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of South San Joaquin Irrigation District in Manteca, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Weststeyn called the meeting to order at 9:00 a.m.

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS
BRAD DeBOER
TOM ORVIS
HERMAN DOORNENBAL
LINDA SANTOS

DAVE KAMPER
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS
JOHN HOLBROOK

Also, Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Forrest Killingsworth, Engineer, SSJID; Mia Brown, Counsel, SSJID; Tim O'Laughlin, Counsel

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of January 19, 2023.

ITEM #2 Approve the January statement of obligations.

Director Weststeyn corrected he was not President and it should be Director Orvis. He also requested item #4 FishBio include the total approved amount including the money approved in December 2022. Director DeBoer moved to approve items one and two with the corrections. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ACTION CALENDAR

ITEM #3 Review and possible action to approve 2023 Investment Policy.

Sharon Cisneros presented the investment report. Director Holbrook requested the word “to” be corrected to “the” in the first paragraph on page 6.

Director Holbrook moved to approve with corrections. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #4 Review and possible action to authorize the General Manager to sign the Professional Services Agreement with Provost & Pritchard for contract administration support services.

Susan Larson presented the scope of work and responded to Director questions.

Director Holbrook moved to authorize the General Manager to sign the Professional Services Agreement with Provost & Pritchard. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #5 Review and possible action to authorize the General Manager to sign the Professional Services Agreement with W.D. Edwards Consulting, LLC for Dam Safety Engineering Services for Beardsley, Donnellis and Tulloch.

Susan Larson presented the scope of work and responded to Director questions.

Director Kamper moved to authorize the General Manager to sign the Professional Services Agreement with W.D. Edwards Consulting, LLC. Director Orvis seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #6 Review and possible action to approve the General Manager Residence capital repairs and 2023 capital budget adjustments.

Chris Tuggle explained the needed repairs and requested sole sourcing the vendor who previously installed new flooring and stated the other repairs will be completed by staff and responded to Director questions.

Director Roos moved to approve repairs as presented. Director Orvis seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None
ABSTAINING: None
ABSENT: None

ITEM #7 Review and possible action to approve Donnell's and Beardsley governor controls upgrade 2023 capital budget adjustments.

Chris Tuggle presented a history of this project which was originally approved in 2021 and explained the remaining budget needed is carryover from 2022. Director Santos moved to approve a budget adjustment of \$20,000 as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #8 Review and possible action to approve a capital budget adjustment for Siemens RTU replacement.

Chris Tuggle presented a history of the project and explained the \$165,000 is the remaining budget needed is carryover from 2022. Director Spyksma moved to approve as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #9 Discussion and possible action on Tuolumne County Alliance for Resources and Environment (TuCARE) Annual Dinner and Action.

Summer Nicotero presented the benefits to the community provided by TuCARE, and recommended that Tri-Dam fund the cost of the event for staff and Board members only, in the amount of \$1,000.

Director Santos moved to approve as presented. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #10 Discussion and possible action to change the time and/or date of the March regular Tri-Dam board meeting due to a scheduling conflict with the Oakdale Annual Ag Scholarship Luncheon.

Director Orvis proposed moving the March Board meeting start time to 8:00 am in order to allow time for the Directors to attend the annual luncheon. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #11 Discussion and possible action regarding future Zoom protocols given Proclaimed State of Emergency expires February 28, 2023.

Mia Brown explained that Members of the Board wishing to participate in future meetings remotely must either follow the “regular” teleconferencing requirements under the Brown Act (posting of teleconference location on agenda, location must be accessible to the public, a quorum must be present within jurisdictional boundaries of entity, etc.) or follow “new” procedures recently introduced by AB 2449, which allows teleconferencing for “just cause” or under “emergency circumstances.”

Director DeBoer moved to keep the current Zoom protocols in place for the next six months. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #12 Discussion and consider approval of severance payment to Interim General Manager, Jeff Shields, pursuant to Section 8(e) of Employment Agreement.

Mia Brown explained the monthly benefit under 8(e) of the employment agreement is \$5,661.25. Director Tobias moved to approve two payments totaling \$11,322.50 to cover from January 6, 2023 – March 6, 2023. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

COMMUNICATIONS

ITEM #14 Staff Reports:

A. General Manager, Summer Nicotero

- Summer provided a brief summary of her report and advised the new Finance Clerk is training with Oakdale staff, Sharon Cisneros and Genna Modrell.

B. Operations and Maintenance Manager, Chris Tuggle

- Chris advised the unit #3 outage at Tulloch should be completed by February 28 and responded to Director questions.

C. License Compliance Coordinator, Susan Larson

- Susan provided a brief summary of her report stating the Hells Half Acre final plans today, USFS conference call is scheduled for March 6th and the FERC Shoreline Conference will be September 10 in Arkansas.

ITEM #15 Generation Report

No report.

ITEM #16 Fisheries Studies on the Lower Stanislaus River

No report.

ITEM #17 Directors Comments

The Directors expressed their appreciation and efforts to all staff for their efforts and hard work.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:33 a.m.

The Tri-Dam Project meeting resumed at 10:52 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Weststeyn announced before closed session that the following items would be discussed. The Board took a brief recess at 10:53 a.m. and convened to Closed Session at 11:09 a.m.

ITEM #18 Closed Session

18. a. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
 1. Finance & Administrative Manager
- b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Possible Initiation of Litigation
Government Code § 54956.9(d)(4)
One (1) case
- d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
One (1) case
- e. REAL PROPERTY NEGOTIATIONS
Government Code § 54956.8
Property: 043-110-026 and 043-110-032
Agency Negotiator: General Manager
Negotiating Parties: Unknown
Under Negotiation: Price and Terms

At the hour of 1:06 p.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

ITEM #13 Review and authorize submittal of permit applicant to Department of Safety of Dams for the Canyon Tunnel Project, including required submittal fee established by DSOD, estimated at \$69,750 (this item to be undertaken after closed-session.)

Forrest Killingsworth presented the permit application to Department of Safety of Dams for the Tunnel Project and responded to Director questions. Director Orvis moved to submitting the permit application including the required fee estimated at \$69,750. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn
NOES: None
ABSTAINING: None
ABSENT: None

ADJOURNMENT

President Weststeyn adjourned the meeting at 1:07 p.m.

The next regular board meeting is scheduled for March 16, 2023, at the offices of Oakdale Irrigation District beginning at 8:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

DRAFT

BOARD AGENDA REPORT

Date: 3/16/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project February Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of February Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the February Statement of Obligations for Tri-Dam Project.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Project

Statement of Obligations

Period Covered

February 1, 2023 to February 28, 2023

**TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS**

**Period Covered
February 1, 2023 to February 28, 2023**

One-Half Oakdale Irrigation District	\$ 529,860.19
One-Half South San Joaquin Irrigation District	\$ 529,860.19
Total Obligations	<u>\$ 1,059,720.38</u>

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Dave Kamper

Linda Santos

David Roos

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

Each of the undersigned certifies that he is President or Secretary of his respective District;
That the amounts designated above have been properly incurred as an obligation of the Tri-Dam Project; that
checks for payment of said amounts have been drawn on a Tri-Dam Project account at Oak Valley Community
Bank, Sonora, California.

**OAKDALE IRRIGATION DISTRICT
PRESIDENT,**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,**

Thomas D. Orvis

Mike Weststeyn

SECRETARY,

SECRETARY,

Scot A. Moody

Date

Peter M. Rietkerk

Date

Tri Dam Project Statement of Obligations

Period Covered

From To

February 1, 2023 to February 28, 2023

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	120	\$848,812.36

Payrolls - Net Charges

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>	
2-Feb-23	Payroll	\$ 102,882.47	
16-Feb-23	Payroll	\$ 99,451.01	
22-Feb-23	Payroll - Shields	\$ 6,094.34	
23-Feb-23	Payroll - Modrell VPO	\$ 2,480.20	
Total Net Payroll		\$ 210,908.02	\$ 210,908.02

Total Disbursements for the Period	\$1,059,720.38
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Distribution Between Districts ~

Oakdale Irrigation District	\$ 529,860.19
South San Joaquin Irrigation District	\$ 529,860.19

Total Districts	\$ 1,059,720.38
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Project

February Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
129604	10183	Cal PERS S457 Plan	02/02/2023		825.00
129605	10815	Cal PERS System	02/02/2023	EE/ER Retirement Plan	16,803.46
129606	10811	IBEW	02/02/2023	EE Union Dues	1,278.55
129607	10812	Nationwide Retirement Solution	02/02/2023	EE Retirement Plan	3,694.88
129608	11406	Basler Services, LLC	02/02/2023	Donnells & Beardsley Governor replacement	248,462.44
129609	11010	Calaveras County Water District	02/02/2023		333.38
129610	10204	Consolidated Electrical Dist.	02/02/2023		707.85
129611	11212	Doug's Dockworks	02/02/2023	Tulloch Performance Deposit Refund	3,000.00
129612	10319	General Plumbing Supply Co Inc.	02/02/2023		32.15
129613	10347	HDR Engineering Inc.	02/02/2023	PMF study and report	16,804.64
129614	10399	JS West Propane Gas	02/02/2023		229.52
129615	10879	Lowe's	02/02/2023		582.73
129616	10428	M C I	02/02/2023		26.50
129617	10439	McMaster-Carr Supply Co.	02/02/2023	Turbine packing, fuses, AC motor, tie down rings	3,109.81
129618	11343	Tim O'Laughlin, PLC	02/02/2023	VOID	0.00
129619	11004	Pacific Gas & Electric	02/02/2023		116.76
129620	11011	Pacific Gas & Electric	02/02/2023	Utilities	2,965.79
129621	10514	Pacific Gas & Electric Co.	02/02/2023	Utilities	6,093.80
129622	11414	Provost & Pritchard	02/02/2023	Hells Half Acre & Tulloch Spillway- Road Repairs Consulting	31,583.57
129623	10618	Sierra Motors	02/02/2023		401.43
129624	10665	Staples	02/02/2023	misc office supplies, two printers, coffee, ink, paper	2,380.45
129625	10718	Tractor Supply Credit Plan	02/02/2023		204.71
129626	11259	Brian Anderson	02/15/2023	PPE Reimbursement	1,318.85
129627	11244	Arthur J. Gallagher & Co.	02/15/2023	Insurance	4,212.00
129628	10067	AT&T - SBC - Pac Bell	02/15/2023	Telephone	5,305.05
129629	11086	Benefit Resource, LLC	02/15/2023		327.50
129630	11350	Calaveras County Public Works	02/15/2023	RIM and Copperopolis Benefit Basin Fees	35,426.00
129631	10154	Calaveras Telephone Co.	02/15/2023		240.66
129632	10900	Chase Cardmember Service	02/15/2023		589.12
129633	11043	Circuit Breakers Sales NE, Inc.	02/15/2023	spare MCC - Donnells, Beardsley & Tulloch	21,038.09
129634	11434	Clarke Broadcasting Corporation	02/15/2023		625.00
129635	11423	Data Weighing Systems, Inc.	02/15/2023	EDXtreme Dynamometer	7,132.68
129636	10225	Debco Automotive Supply Inc.	02/15/2023	rotors, brake pads, calipes, oil filters, DEF, battery	1,807.80
129637	10227	Del Oro Water Co. Inc.	02/15/2023		624.19
129638	11286	Digital Telecommunications Corp.	02/15/2023	Telephone Upgrade & Annual Service Contract	4,560.00
129639	10993	Dillon and Murphy Consulting Civil Engine	02/15/2023	Tulloch Day Use	1,446.00
129640	11058	Richard Ennis	02/15/2023	EE Reimbursement - Coffee Maker	203.76
129641	11048	Fastenal (Vending)	02/15/2023		961.59
129642	10294	FISHBIO Environmental LLC	02/15/2023	Fish Studies	10,988.00
129643	10300	Frasco Profiles	02/15/2023		126.53
129644	10320	General Supply Co.	02/15/2023	Electical supplies & anchors - Tulloch	1,175.41
129645	10955	Brett Gordon	02/15/2023	EE Reimbursement - Fuel	54.38
129646	10333	Grainger Inc. W. W.	02/15/2023		182.56
129647	10938	Great America Financial Svcs.	02/15/2023		321.61
129648	10339	Haidlen Ford-Mercury Inc.	02/15/2023		636.14
129649	11049	Hunt & Sons, Inc.	02/15/2023	Fuel	8,068.29
129650	10402	Kamps Propane	02/15/2023	Propane	2,086.58
129651	11430	Landrum, Inc.	02/15/2023	Cyber Security Source - locks & keys	79,308.06
129652	11165	Donald Larson	02/15/2023	VOID	0.00
129653	10879	Lowe's	02/15/2023		844.20
129654	10439	McMaster-Carr Supply Co.	02/15/2023		436.35
129655	10466	Mountain Oasis Water Systems & Btl Co L	02/15/2023		156.75
129656	11396	Hydra Pro	02/15/2023	GM house & office cleaning	2,200.00
129657	10500	OID ~ Routine	02/15/2023	Admin / Finance Services	7,492.74
129658	11343	Tim O'Laughlin, PLC	02/15/2023	Legal Fees	54,780.00

129659	11160	Pape Machinery	02/15/2023	John Deere Service Advisor Progam	2,340.00
129660	11274	PAR Environmental Services, Inc.	02/15/2023	Hells Half Acre - Access Road Project	4,535.00
129661	11389	Paris Kincaid Wasiewski	02/15/2023	Legal Fees	4,612.50
129662	10618	Sierra Motors	02/15/2023	replace glow plug module, hub, canister sensor	2,028.13
129663	10632	Slakey Brothers Inc.	02/15/2023		47.24
129664	10933	Smile Business Products	02/15/2023		187.64
129665	10641	Sonora Airco Gas & Gear	02/15/2023		17.31
129666	10904	Sonora Ford	02/15/2023		143.50
129667	10658	Springbrook Holding Company LLC	02/15/2023	Springbrook annual maintenance	12,210.64
129668	10733	Tuolumne Co. Environmental Health	02/15/2023	Above ground storage tanks - annual fees	4,552.50
129669	10749	UPS	02/15/2023		279.66
129670	10754	US Geological Survey	02/15/2023	Annual Streamgaging	53,220.00
129671	10755	USDA Forest Service	02/15/2023		73.72
129672	11170	Van De Pol Petroleum	02/15/2023	T68 Bearing Oil	6,545.04
129673	11258	Verizon	02/15/2023		177.99
129674	10771	W.D. Edwards Co. LLC	02/15/2023		900.00
129675	10891	Wagner & Bonsignore Consulting Civil Eny	02/15/2023	Water Rights	1,878.78
129676	10776	Waste Mgmt of Cal Sierra Inc.	02/15/2023		391.32
129677	10778	Watermark Engineering Inc.	02/15/2023	Streamgaging	6,250.00
129678	11322	Weidmann Electrical Technology Inc.	02/15/2023	Oil sample testing	1,227.00
129679	11076	Wright's Tire Inc.	02/15/2023	Tires	1,008.32
129680	10813	ACWA Joint Powers Insurance Authority	02/21/2023	Health Benefits	49,017.63
129681	10183	Cal PERS S457 Plan	02/21/2023		825.00
129682	10815	Cal PERS System	02/21/2023	EE/ER Retirement Plan	17,158.57
129683	10811	IBEW	02/21/2023	EE Union Dues	1,278.55
129684	10812	Nationwide Retirement Solution	02/21/2023	EE Retirement Plan	3,694.88
129685	10663	Standard Insurance Co.	02/21/2023	Short/Long Term Disability	1,183.18
129686	10012	ACE Hardware	02/23/2023		37.61
129687	11413	Alliant Insurance Services Inc.	02/23/2023		312.00
129688	10044	American Valley Waste Oil Inc.	02/23/2023		258.00
129689	10067	AT&T - SBC - Pac Bell	02/23/2023	Telephone	5,779.95
129690	10866	AT&T Teleconference Services	02/23/2023		16.88
129691	10986	Cal-Waste Recovery Systems, LLC	02/23/2023		27.14
129692	10184	Clark Pest Control - Pest	02/23/2023		168.00
129693	10185	Clark Pest Control - Termite	02/23/2023		113.00
129694	10204	Consolidated Electrical Dist.	02/23/2023		545.18
129695	10935	Data Path, Inc.	02/23/2023	Network Support	3,180.75
129696	10225	Debco Automotive Supply Inc.	02/23/2023		623.07
129697	10250	Downey Brand Attorneys LLP.	02/23/2023	Tulloch Litigation	5,114.00
129698	10264	El Dorado Septic Serv Inc.	02/23/2023		439.73
129699	10946	EnerSys Delaware Inc.	02/23/2023	Two controllers for GE lineage - ME & SP	1,444.26
129700	10294	FISHBIO Environmental LLC	02/23/2023	Fish Studies	45,647.50
129701	10319	General Plumbing Supply Co Inc.	02/23/2023		773.24
129702	10333	Grainger Inc. W. W.	02/23/2023		197.68
129703	10938	Great America Financial Svcs.	02/23/2023		321.61
129704	11049	Hunt & Sons, Inc.	02/23/2023		874.51
129705	10399	JS West Propane Gas	02/23/2023		207.84
129706	10402	Kamps Propane	02/23/2023	Propane	1,002.91
129707	10494	Oakdale Leader	02/23/2023	VOID	0.00
129708	10513	Pacific Gas & Elec - Non Util	02/23/2023		168.28
129709	10709	Tidy Tech	02/23/2023		219.16
129710	10536	Pitney Bowes Purchase Power Inc.	02/23/2023		201.00
129711	10618	Sierra Motors	02/23/2023		294.62
129712	10641	Sonora Airco Gas & Gear	02/23/2023		64.35
129713	10665	Staples	02/23/2023	misc office supplies, two desktop scanners, breakroom supplies	1,428.41
129714	10891	Wagner & Bonsignore Consulting Civil Eny	02/23/2023	Water Rights	1,710.00
129715	11437	American Rescue & Safety LLC	02/23/2023	SPRAT Level 1 Rope Acces Certification - Hogue & Magney	2,500.00
129716	11352	JB Systems, Inc.	02/23/2023	Annaul tech support & software releases	1,500.00
129717	11165	Donald Larson	02/23/2023	PPE Reimbursement	659.76
129718	10428	M C I	02/23/2023		42.08
129719	10477	National Flooring & Supply	02/23/2023		792.73
129720	11396	Hydra Pro	02/23/2023		600.00
129721	11004	Pacific Gas & Electric	02/23/2023		107.00
129722	11438	Pacific Gas & Electric	02/23/2023		117.70
129723	10881	TuCARE (Tuolumne Co. Alliance for Reso	02/23/2023	Annual Dinner & Auction	1,225.00

Report Total: \$ 848,812.36

BOARD AGENDA REPORT

Date: 3/16/2023
Staff: Summer Nicotero

SUBJECT: FERC Annual Lands Fee

RECOMMENDED ACTION: Discussion and possible action to approve the FERC annual lands fees for 2023

BACKGROUND AND/OR HISTORY:

The Federal Energy Regulatory Commission (FERC) bills Tri-Dam each year for use of government lands for the Project facilities. These fees are calculated based on acreage used.

FISCAL IMPACT: \$36,786.87

ATTACHMENTS: FERC Invoice

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



FEDERAL ENERGY REGULATORY COMMISSION

HYDROPOWER ANNUAL CHARGES
SUMMARY OF BILLS FOR U.S. LANDS
FOR BILL YEAR 2023

Payment must be received by: 04/20/2023

Company ID: 013937

OAKDALE/S.SAN JOAQUIN IRR. DIST.
c/o TRI DAM PROJECT
Rick Dodge
P.O.BOX 1158
PINECREST, CA 95364

Bill Number	Project-id	Amount Due	PLEASE INDICATE AMOUNT PAID
L23091-00	02005	34,284.51	_____
L23104-00	02067	2,502.36	_____
TOTAL AMOUNT DUE		\$ 36,786.87	

Please indicate amount paid by project/bill by completing the last column entitled AMOUNT PAID. The total AMOUNT PAID should equal the total of the check(s) being submitted.

RETURN THIS COMPLETED FORM WITH REMITTANCE(S) TO:

Federal Energy Regulatory Commission
P.O. Box 979010
St. Louis, MO 63197-9000



FEDERAL ENERGY REGULATORY COMMISSION

STATEMENT OF ANNUAL CHARGES FOR U.S. LANDS
FOR BILL YEAR 2023

PAYMENT MUST BE RECEIVED BY: 04/20/2023			DATE OF STATEMENT: 03/06/2023		
BILL NUMBER: L23091-00			PROJECT ID: 02005		
OAKDALE/S.SAN JOAQUIN IRR. DIST. c/o TRI DAM PROJECT Rick Dodge P.O.BOX 1158 PINECREST, CA 95364			LOCATION: CA, TUOLUMNE		
LIC. EFFECTIVE: 01/01/2006		LIC. ISSUED: 02/21/1955		LIC. TYPE: Conventional	
CHARGES FOR USE OF GOVERNMENT LANDS			CHARGE	AMOUNT DUE	FERC USE
A. EXCLUSIVE OF TRANSMISSION LINES ZONE or STATE/COUNTY				\$34,284.51	
CA, TUOLUMNE	ACRES	RATE			
	1,416.13	24.21	\$34,284.51		
FIXED CHARGE			\$0.00		
B. TRANSMISSION LINES ZONE or STATE/COUNTY				\$0.00	
	ACRES	RATE			
FIXED CHARGE			\$0.00		
SUBTOTAL:				\$34,284.51	
CREDIT:				\$0.00	
TOTAL CHARGE DUE:				\$34,284.51	
REMARKS:					



FEDERAL ENERGY REGULATORY COMMISSION

STATEMENT OF ANNUAL CHARGES FOR U.S. LANDS
FOR BILL YEAR 2023

PAYMENT MUST BE RECEIVED BY: 04/20/2023			DATE OF STATEMENT: 03/06/2023		
BILL NUMBER: L23104-00			PROJECT ID: 02067		
OAKDALE/S.SAN JOAQUIN IRR. DIST. c/o TRI DAM PROJECT Rick Dodge P.O.BOX 1158 PINECREST, CA 95364			LOCATION: CA, CALAVERAS		
LIC. EFFECTIVE: 02/01/2006		LIC. ISSUED: 04/01/1955		LIC. TYPE: Conventional	
CHARGES FOR USE OF GOVERNMENT LANDS			CHARGE	AMOUNT DUE	FERC USE
A. EXCLUSIVE OF TRANSMISSION LINES ZONE or STATE/COUNTY				\$2,502.36	
	ACRES	RATE			
CA, CALAVERAS	108.00	23.17	\$2,502.36		
FIXED CHARGE			\$0.00		
B. TRANSMISSION LINES ZONE or STATE/COUNTY				\$0.00	
	ACRES	RATE			
FIXED CHARGE			\$0.00		
SUBTOTAL:				\$2,502.36	
CREDIT:				\$0.00	
TOTAL CHARGE DUE:				\$2,502.36	
REMARKS:					

BOARD AGENDA REPORT

Date: March 16, 2023
Staff: Summer Nicotero

SUBJECT: Forest Road 4N88 (Peeled Onion Road) Rock Slide Removal

RECOMMENDED ACTION: Authorize the General Manager to proceed with the Rock Slide removal repair and Authorize the General Manager to apply for FEMA and CalOES reimbursement under the recent emergency declaration, FEMA-4683-DR-CA.

BACKGROUND AND/OR HISTORY:

In January the Board approved an estimate of \$100,000 to clear the rock slide on Beardsley Access Road. Since then we received a quote from a qualified vendor to complete the entire project, from rock wall scaling, make-safe efforts, rock demolition and removal, and site clean-up. The quote was \$423,895. This is far above the California Public Contract Code bidding requirement limit. In addition, the recent disaster declaration requires we follow the Federal procurement and contracting rules detailed in 2 CFR Section 200.318-326 which require a formal bidding process in order to qualify for FEMA funding.

Due to the changing circumstances we recommend the Board consider authorizing the General Manager to apply for FEMA funds. In addition, we recommend the Board consider authorizing the General Manager to bid the project, utilizing the existing Provost and Pritchard contract, to bid and award the project to the highest qualified bidder. Due to access limitations created by this slide, it is critical that we get this cleared as soon as possible.

The estimated cost is \$500,000 to complete the project with the potential for FEMA to reimburse \$375,000 and CalOES to reimburse \$93,750, leaving Tri Dam with a balance of \$31,250.

FISCAL IMPACT:	Contractor:	\$ 425,000
	Consultant:	\$ 25,000
	Admin/Other:	\$ 50,000

TOTAL ESTIMATED COST: \$500,000

ATTACHMENTS: Quote from Apex/ Drill Tech

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



**PROJECT: Tri Dam Project
 Rockfall Removal
 Strawberry, CA
 Bid Date: 3-1-2023
 Page 1 of 4**

ATTN: Chris

APEX Rockfall Mitigation, LLC (“APEX”) is pleased to submit this proposal to Tri- Dam for the following below scopes of work for the downsizing and cleanup of the rockfall incident located on Forest Rd 4N88 railroad grade roadway in Strawberry, CA. Our proposal is based on quantities depicted from the site visit and quantities estimated per Provost and Pritchard Consulting Group.

SCOPE OF WORK –

- One mobilization- Complete Mobe/Demobe of all necessary manpower, tools, and equipment to complete the below scopes of work in entirety.
- Clear, Grub and Scaling- Remove selected and agreed trees and/shrubs approx. 5’ back from brow of failed slope line. Remove all remaining loose rock and debris from slope face. Provide all necessary manpower tools and equipment to complete work in its entirety.
- Downsize and Load materials- Drill, Blast, Boulder Bust and Load all materials. Materials to be downsized to approx. 4’ minus. Drill rocks as required, Blast large sized rocks as required, move and load all materials to clear roadway. Furnish and provide all necessary manpower, tools and equipment to complete scope in its entirety.
 - APEX would look to load the trucks for Njirich and Sons Inc to perform all haul operations to directed stockpile locations.

BASE BID

Bid Item Description	Quantity	Units	Unit Price	Total
Mobilization	1	LS	\$ 38,535.00	\$ 38,535.00
Clear, Grub, and Scaling	1	LS	\$ 43,600.00	\$ 43,600.00
Downsize and Load	1	LS	\$ 341,760.00	\$ 341,760.00
				\$ -
			Total	\$ 423,895.00

Apex is a union contractor.

This pricing is a too not exceed price and would be completed on the basis of T/M utilizing standard Caltrans mark up force account rates.

EXCLUSIONS:

- Plans, permits, property survey, inspections, inspectors, monitoring, third-party testing, soil analytical testing, coring and reporting to authorities. Material Quality Control testing and sampling is specifically excluded.
- Material sampling and testing including compressive strength testing of grout or ready-mix materials.
- Pot Holing, locating, relocating, supporting, protection, repair or removal of utilities, underground & overhead.
- All costs related to traffic control, protection of surroundings, traffic striping, painting or signage.
- Removal of and/or drilling through man-made objects.
- Demolition, saw cutting of existing structures, site clearing and grubbing, grading, excavation, backfill and compaction.
- Hoisting or lifting of materials or equipment other than in scope of work.
- Repair and/or replacement of pavements and existing site improvements.
- Development, restoration of laydown areas, fences, gates, ramps.
- Erosion control, dust control and SWPPP plans, establishment, and maintenance.
- Site water handling, sumping, collection, and pumping whether contaminated or clean.
- Removal, handling, covering, storage, and disposal of hazardous materials.
- Management, collection, and off-haul of soils scaled materials, and drill spoils.
- Any work not specifically included in "Scope of Work" description for subject cost proposal.
- The cost for site cleanup programs. APEX to be responsible to maintain a clean worksite for our scopes of work.
- The cost for insurance requirements and changes to wording, over & above our industry standards
- All liquidated and consequential damages.

PROJECT SPECIAL CONDITIONS

Contractor shall provide at no cost to APEX Rockfall Mitigation, LLC:

- Safe and secure work area as determined by APEX and firm level all weather access for material deliveries, storage, drilling equipment moving under their own power.
- Secure and adequate staging and storage area for equipment and materials.
- Work Area for Apex scope will request that be cleared and open of any equipment or debris for construction purposes.
- *(If Applicable)* APEX to layout our improvements based on survey control provided by Contractor.
- Survey, layout and location of project control, benchmarks, grid lines, and improvements pertaining to APEX scopes of work.
- Potable water or equivalent (city pressure, 50 gpm)- up to 250 Gal per day required grouting.
- Sanitary facilities, hand-wash facilities meeting OSHA standards.
- Concrete/grout washout area and disposal of washout.
- Onsite dumpster for trash, including the disposal of waste.
- Continuous removal and off-haul of drill spoils.
- Cost of permits and bonds, if required.
- Upon issuance of subcontract a schedule of work shall be provided to APEX and mutually agreed upon.
- APEX is a Specialty Contractor. APEX must be notified in advance, prior to the scheduling of any its work, of any project requirements regarding labor compliance and/or local hiring goals. When properly notified in advance of such goals and requirements, APEX shall make every good faith effort to comply with such goals. Notwithstanding, participation by APEX in such labor compliance goals shall be limited to APEX's good faith efforts in selecting its own specialty team.
- Extra work and standby time for crew and /or equipment caused by others shall be charged at \$750.00/hr.
- *Apex COVID – 19 Protocol:* Contractor to implement and have in-place COVID-19 protocols which are appropriate for health and safety, and which are acceptable to Apex. Apex shall not bear any direct or indirect costs of any delays of any type, scheduling impacts of any type, or necessary project changes of any type attributable, in whole or part, to any Acts of God (however denominated), including but not limited to the COVID-19 pandemic and any waves (regardless of virus variation, strain, or mutation type) and outbreaks (regardless of virus variation, strain, or mutation type) of the same, without compensation, reimbursement, and/or other adjustment (e.g., time extension, scheduling change) acceptable to Apex.

- Apex is a Specialty Contractor. Apex must be notified in advance, prior to the scheduling of any its work, of any project requirements regarding labor compliance and/or local hiring goals. When properly notified in advance of such goals and requirements, Apex shall make every good faith effort to comply with such goals. Notwithstanding, participation by Apex in such labor compliance goals shall be limited to Apex's good faith efforts in selecting its own specialty team.

ABOVE PRICES ARE BASED ON:

- A mutually agreed to schedule, scheduling our work so it can be completed, working 10-hour daytime shifts, 5 days per week excluding Saturdays, Sundays and Holidays.
- If weekend or night work is required, O.T. premium, plant openings, lighting costs, etc. to be paid by Contractor.

PAYMENT TERMS

- Progress Payment: Payments in accordance with mutually agreed schedule of values due and payable thirty (30) days after receipt of our monthly billing or ten (10) days after receipt of payment from owner, whichever occurs first.
- Mobilization: Mobilization due and payable ten (10) days after onsite mobilization of drill rig.
- Engineering and design services to be paid in full, no retention applied, thirty (30) days after receipt of our invoice.
- Retention: Retention of at maximum five (5) percent rate is due and payable in full within forty-five (45) days after substantial completion of our work. Retention shall be no greater than the specified amount between the owner and the general contractor.
- Materials on Hand: All on-site production materials delivered to the site to be paid in full, no retention applied, thirty (30) days after receipt of our invoice, or ten (10) days after receipt of payment from owner, whichever comes first.
- APEX does not and will not waive or release any rights or remedies provided under any applicable prompt payment statute and nothing herein shall be construed as a waiver or release by APEX of any such rights or remedies.
- Other Payment Conditions: APEX will submit a conditional waiver and release executed by it as a condition to each payment and it will submit an unconditional waiver and release promptly after payment funds have posted, without restriction, to its account. It shall not be a condition of any payment to APEX that a waiver and release from any third party in contract with APEX (as a sub-tier subcontractor or as a material supplier) be submitted.
- In the event of any third party claim against the owner or its surety, the general contractor or its surety, or the property to which the work of improvement relates, for alleged nonpayment by APEX with respect to the subject work of improvement, APEX, at its sole option, shall indemnify the claim recipient(s) with respect to the claim or bond around the claim or do both. APEX's duty herein shall only arise provided APEX has been promptly notified of the claim when it initially arose. "Claim" means a mechanic's lien as evidenced by a recorded mechanic's lien, a stop payment notice served as required by law, a bond claim received by a surety, a cause of action or a claim for relief in a filed lawsuit, and a claim made in papers which initiate mediation or arbitration.
- APEX shall be promptly reimbursed and paid by the Contractor for any cost which APEX may be required to incur for its participation in, subscription to, and/or otherwise mandated use of any administrative programs, systems, or software for any aspect of project management which are or might be mandated for use by APEX for this project, plus 15% of such costs.
- APEX expressly does not waive any statutory right to collect prompt payment penalties and nothing herein shall constitute or be construed to affect a waiver by APEX of any statutory right to collect prompt payment penalties.

DAMAGES, DELAYS, BACK-CHARGES and EXTRA WORK:

- APEX shall not be held responsible for any direct, indirect and consequential damages.
- APEX must be notified in writing within 24 hours of the cause of any potential claim for damages and be given the opportunity and reasonable time, to resolve same with our own forces.
- No damages may be assessed without APEX's specific agreement in writing, signed by our authorized company representative. Any damages shall be proportional to APEX's share in the total fault and the total assessed will be limited, not to exceed our subcontract value less materials.
- No back-charges of any kind to APEX will be accepted unless received on a daily basis and agreed to and signed for by our authorized representative.
- Unless specified otherwise, extra items of work not included in our scope of work, but performed by APEX, or delays resulting from interference or non-performance of others, shall be invoiced at cost plus 20%.

- If the owner / contractor asks APEX to prepare submissions, secure materials, purchase or modify equipment and accessories or perform contract related work, prior to the contract document being finalized all costs incurred, will be paid for at cost plus 20%.

INSURANCE, INDEMNIFICATION:

- A) APEX shall maintain in place during the performance of its work hereunder, worker's compensation coverage as required by law, bodily injury and property damage liability insurance (XCU exclusion deleted), with a combined single limit of \$1 million. "Additional Insured" coverage there under is limited to APEX's proportionate share of the total fault causing the loss or damage on which such claim is based. Coverage afforded shall be Type III. For additional insurance requirements beyond that mentioned above, the total additional cost and premiums required shall be solely born by the Contractor and/or Owner.
- B) APEX shall indemnify Contractor (if any) and Owner with respect to any claim which arises directly from the negligence, if any, of APEX in performance of its work hereunder, but the extent of such indemnity shall be only in proportion to APEX's share of the total fault causing the loss or damage on which such claim is based. APEX shall have no other responsibility to defend, indemnify or provide insurance for Contractor (if any), Owner or others with respect to claims arising from or related to APEX's work hereunder. Variations to wording, additional requirements and waiver of subrogation can be requested at owner's additional cost and subject to our carrier's availability

ACCEPTANCE:

- This bid proposal is subject to acceptance within sixty (60) days from bid date.
- Acceptance of a bid proposal shall:
 - Constitute a contract between both parties and this bid proposal shall be an integral part of any contract agreement and shall supersede and control any conflicting and/or ambiguous language in the contract.
 - Acknowledge acceptance by Contractor that APEX will be held harmless for all costs, direct and indirect damages, caused by or resulting from drilling within the contract's specified drilling tolerances at the locations specified in the contract plans and approved engineered drawings.
 - APEX shall not be required to mobilize, order materials or work prior to receiving a fully executed contract with terms agreeable to APEX.

APEX ROCKFALL MITIGATION, LLC is a wholly owned subsidiary of Drill Tech Drilling & Shoring, Inc.

BY: Brandon Manahan
bmanahan@apexrfm.com

DATE: 2-24-2023

Sign as Accepted _____

Date _____

CA Lic. 745354
CA DIR Account#1000004866

APEX Rockfall Mitigation, LLC is an Equal Opportunity Employer

BOARD AGENDA REPORT

Date: March 16, 2023
Staff: Summer Nicotero

SUBJECT: Review and Take Possible Action to Adopt Resolution for the Designation of Applicant's Agent Resolution Non-State Agencies

RECOMMENDED ACTION: Approve Adoption of the Designation of Applicant's Agent Resolution Non-State Agencies

BACKGROUND AND/OR HISTORY:

As part of the process of applying for awards from FEMA and CalOES, a qualifying agency must adopt a resolution designating an agent (or agents) to apply of behalf of the agency. The resolution is good for three years from the date of adoption.

Summer Nicotero, General Manager and Sharon Cisneros, Interim Finance Manager are the agents designated in this resolution to apply on behalf of Tri Dam.

FISCAL IMPACT: None

ATTACHMENTS: Resolution 2023-03

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors OF THE Tri-Dam Project
 (Governing Body) (Name of Applicant)

THAT Summer Nicotero, OR
 (Title of Authorized Agent)

Sharon Cisneros, OR
 (Title of Authorized Agent)

 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Tri-Dam Project
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the Tri-Dam Project, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 16 day of March, 2023

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
 (Name) (Title)

Tri-Dam Project, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the Board of Directors
 (Governing Body)

of the Tri-Dam Project on the 16 day of March, 2023,
 (Name of Applicant)

 (Signature)

 (Title)

BOARD AGENDA REPORT

Date: March 16, 2023
Staff: Summer Nicotero

SUBJECT: Natural Resources Summer Intern Position

RECOMMENDED ACTION: Discussion and possible action to authorize the General Manager to hire a Natural Resources Intern at the Tulloch Reservoir, reporting to the License and Compliance Coordinator.

BACKGROUND AND/OR HISTORY:

In 2021, the Board authorized the hiring of a summer intern at Tulloch to assist with compliance matters on the Reservoir. This position provided a proactive approach to monitoring construction activities on the reservoir. This was helpful in that it reduced our receipt of complaints that are often received after work is complete, resulting in enforcement action. In addition, this role created a regular presence on the reservoir during the heavy recreation season, increasing our visibility to homeowners and the public.

The employee's expected duties include touring the entire Tulloch shoreline each day, reporting any active construction projects underway. If the work is not on the list of currently permitted projects, the employee will provide photographs of the work in process. A stop work notice can then be issued and contact made with the contractor and landowner. This is an effective way to stop work from being completed, and allows staff to gain compliance without involving litigation. Previously, the efforts of the Intern were noticed by Tulloch homeowners, proving to be a very helpful and welcome tool in gaining voluntary compliance with adopted regulations.

Other tasks include conducting surveys for the aquatic nuisance weeds, required by the Tulloch FERC license; monitoring and mapping of the reservoir buoys; shoreline erosion site monitoring; and assisting with compliance audit field work. Overall, as discussed with the Board, this position provided needed and effective on-reservoir presence during summer months when many construction activities take place. An intern was not hired in 2022 due to low-water budgetary constraints, however, it would be very important to have that position again this summer for 5 months (May through September) to allow for the weed surveys to be repeated, as required, along with updating the important field work tasks performed in 2021. This is a cost-effective way to have these functions performed, and allows Tri-Dam to fulfill its FERC license commitments.

FISCAL IMPACT: Approximately \$30,000 for a 5-month employment period at \$20.00 per hour

ATTACHMENTS: Natural Resources Intern Job Description

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

BOARD AGENDA REPORT

Date: 3/16/2023
Staff: Chris Tuggle

SUBJECT: BPH Spillway Bridge Removal & Replace

RECOMMENDED ACTION: Discussion and possible action to approve the crane rental to remove and replace the Beardsley spillway lower bridge.

BACKGROUND AND/OR HISTORY:

In 2017 we had significant rains and inflows into the Beardsley reservoir. The high spillway flows and flooding required us to remove the lower spillway bridge. History has shown that the bridge must be removed anytime we have flows above 5000cfs to prevent washing out of the bridge and the adjacent roadway.

Due to the snowpack and potentially heavy rains this year, TDP requests approval to remove the Beardsley lower spillway bridge in preparation for high flows.

During the 2017 event, TDP contracted with Bigge Cranes to remove and replace the bridge for approximately \$50,000.00. TDP estimates the cost to be around 30% more.

The removal must happen immediately to protect the bridge and roadway structure before the high flows start.

TDP has accompanied contractors to the bridge site and solicited bids from Bigge Crane and American Crane. The bids from both contractors are in progress.

FISCAL IMPACT: \$65,000.00 (unbudgeted emergency)

ATTACHMENTS: Previous Bigge Crane cost estimate and Pictures from 2017.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Contractors License No. 9859

Date:	Quote #
01/05/2017	Q-00037548

Quotation

Headquartered in the Bay Area, founded in 1916, and in our third generation of family ownership, Bigge Crane and Rigging Co. has a peerless reputation for innovation, safety, and successful application of technology to execute projects on time and as estimated. Bigge employs more than 150 people in our Northern California offices and is California's largest crane and rigging company.

Customer Information : Ron Berry Oakdale and South San Joaquin Irrigation District Tel: (209) 965-3996 x120 Email: rberry@tridamproject.com	Billing Address : PO BOX 1156 31885 OLD STRAWBERRY RD. PINECREST CA USA 95364 Phone: (209) 965-3996 Fax: (209) 965-4235
Re: Beardsley Spillway Bridge	Job Site(s) <ul style="list-style-type: none"> • Forest Route 5N02, Pinecrest, California, 95364

Bigge Crane and Rigging Co. is pleased to furnish operated and maintained crew and equipment to work as directed to hoist one each two (2) piece pre-fabricated steel bridge (7' x 60' each piece) from abutments, set to Bigge supplied truck, transport/mob on-site, offload and set to ground with a maximum weight of 38,000 lbs. at a maximum radius of 100 ft.

O&M Rental

300 ton All Terrain Crane			
Rental Rate	Straight Time	\$625.00 Hour	8 Hour Minimum
Rental Rate	Over Time	\$695.00 Hour	
Rental Rate	Double Time	\$765.00 Hour	
Counterweight Truck Required Load(s) (Quantity:4)			
Hourly Rate per truckload	Straight Time	\$135.00 Hour	
Hourly Rate per truckload	Over Time	\$170.00 Hour	
* The above rates are for quantity of one			
Rigger Foreman + 1			
Rate	Straight Time	\$270.00 Hour	8 Hour Minimum
Rate	Over Time	\$340.00 Hour	
Rate	Double Time	\$410.00 Hour	
Flatbed - Rigging/Crane Matting Transport & On Site Transport of Bridge			
Rate	Straight Time	\$135.00 Hour	
Rate	Over Time	\$170.00 Hour	

40-Ton Hydraulic Truck Crane

Rental Rate	Straight Time	\$225.00 Hour	8 Hour Minimum
Rental Rate	Over Time	\$255.00 Hour	
Rental Rate	Double Time	\$305.00 Hour	

Included in this Proposal

C&M crane service, 2 man rigging/signaling crew, on site transport of bridge sections (ground conditions must be able to support the loads that will be generated by the crane outriggers)
Standard rigging

Excluded in this Proposal

Mobilization during snow/ice road conditions
Hoisting of bridge if high flow water conditions exist

Provided by Others

All mechanical disconnects to be done by customer
Customer to supply any required emergency rescue equipment
Customer to provide equipment and labor to assist in setting of crane matting

Standard Clarifications

- Bigge Crane and Rigging Co. assumes no liability or responsibility for the adequacy of the design or the strength of any lifting lug embedded or attached to any object whether concrete, steel or otherwise, to which we attach for handling or holding.
- Bigge Crane and Rigging Co. will not accept responsibility for the integrity of the structure we are lifting or any lifting attachment.
- Bigge Crane and Rigging Co. will be provided with a clear and free access area for lay down and set up of equipment with no overhead or underground obstructions.
- All work performed will be governed by Bigge Crane and Rigging Co.'s Standard Union Contract.
- Bigge Crane and Rigging Co. has based its pricing on a continuous and uninterrupted schedule while at the jobsite.
- All site and civil work necessary to accommodate our equipment will be done by others.
- Bigge Crane and Rigging Co. will not be held responsible for damage to underground structures, voids or utilities not specifically identified in advance. Protection of identified underground utilities must be agreed to by all parties in advance, in writing.
- All charges are on a portal to portal basis.
- Bigge Crane and Rigging Co. will take all precautions but will not be responsible for any damage to curbs, gutters, sidewalks, pavement, trees or shrubs.
- Contractor is responsible for providing drinking water and protection from the sun, as required by state law.
- Weights supplied by customer
- Pricing does not include Permits.
- If the existence and amount of Liquidated Damages have not been disclosed to Bigge Crane and Rigging Co. with the RFQ and are subsequently made part of an award, we reserve the right to revise our estimate, exclude the imposition of Liquidated Damages or withdraw our quotation.

This proposal is based upon reaching a mutually agreeable contract, referencing this quotation letter, and containing the following additional specific conditions and Bigge Crane and Rigging Co.'s standard terms and conditions referenced in this document.

- Our proposal and pricing are based on this submittal and all terms and conditions herein forming part of the resulting contract by inclusion.
- Equipment subject to availability and prior commitment.
- Payments: Accounts due and payable, in full, on presentation of invoice - no retention.
- This price is firm until 02/04/2017.
- In the event Bigge Crane and Rigging Co. provides rigging for a manned and maintained crane without a rigger, customer will inspect and accept the rigging upon arrival and will accept full responsibility for its adequacy for the intended use.
- Prior to the mobilization of manpower and/or equipment for your project, we must have a written order. We will, however, mobilize upon the execution and return of the acknowledgement below accepting this proposal and the terms and conditions contained herein.
- A fuel surcharge of 7.00% will be added to final billing.
- TAXES - LESSEE shall be liable for and shall pay all licenses, permits, fees, taxes and assessments, and penalties and fines, if any, assessed or levied by any public authority against the Equipment, this Quote and the transaction represented thereby, or any interest therein or any part thereof, or arising out of the ownership, use, operation or possession of the Equipment hereunder. Nothing in this paragraph is to be construed as meaning that the LESSEE is to pay the personal property tax levied against the machinery rented when said machinery is delivered within the home state of the LESSOR, as in this case the LESSOR is to pay his own personal property tax. In the event the Equipment is rented outside of the home state of the LESSOR, any and all taxes assessed against the machinery, including personal property tax, are to be paid by the LESSEE.
- In the event Bigge Crane and Rigging Co. has to enroll in any mandatory insurance program required by Customer or Owner, then all costs, including but not limited to, administrative and enrollment fees will be charged to and paid for by Customer.
- Pricing provided is net of the OCIP, CCIP, WRAP or any Controlled Insurance Program costs and no further discounts shall be provided, CCIP Administration fee of \$1000 is applicable.
- The OCIP credit shall not exceed the amount of Bigge Crane and Rigging Co.'s actual costs based on its insurance limits and deductibles. There will be no credit for any OCIP administrative overhead and profit and/or fees, and no credit for excess liability coverage. Credit will be issued at the completion of Bigge Crane and Rigging Co.'s scope of work after a final reconciliation.

Bigge Crane and Rigging Co.'s proposal and pricing are contingent on providing a maximum of \$2 Million General Liability, \$4 Million Aggregate. A request for higher limits not included in a bid specification or advice provided prior to our bid will be subject to an increase in our pricing.

Thank you for the opportunity to be of service.

Wayne Matheny
Field Supervisor
Email: wmatheny@bigge.com
Tel: (510) 760-5296

Accepted By:

Authorized Representative
(please print)

Signature

Date

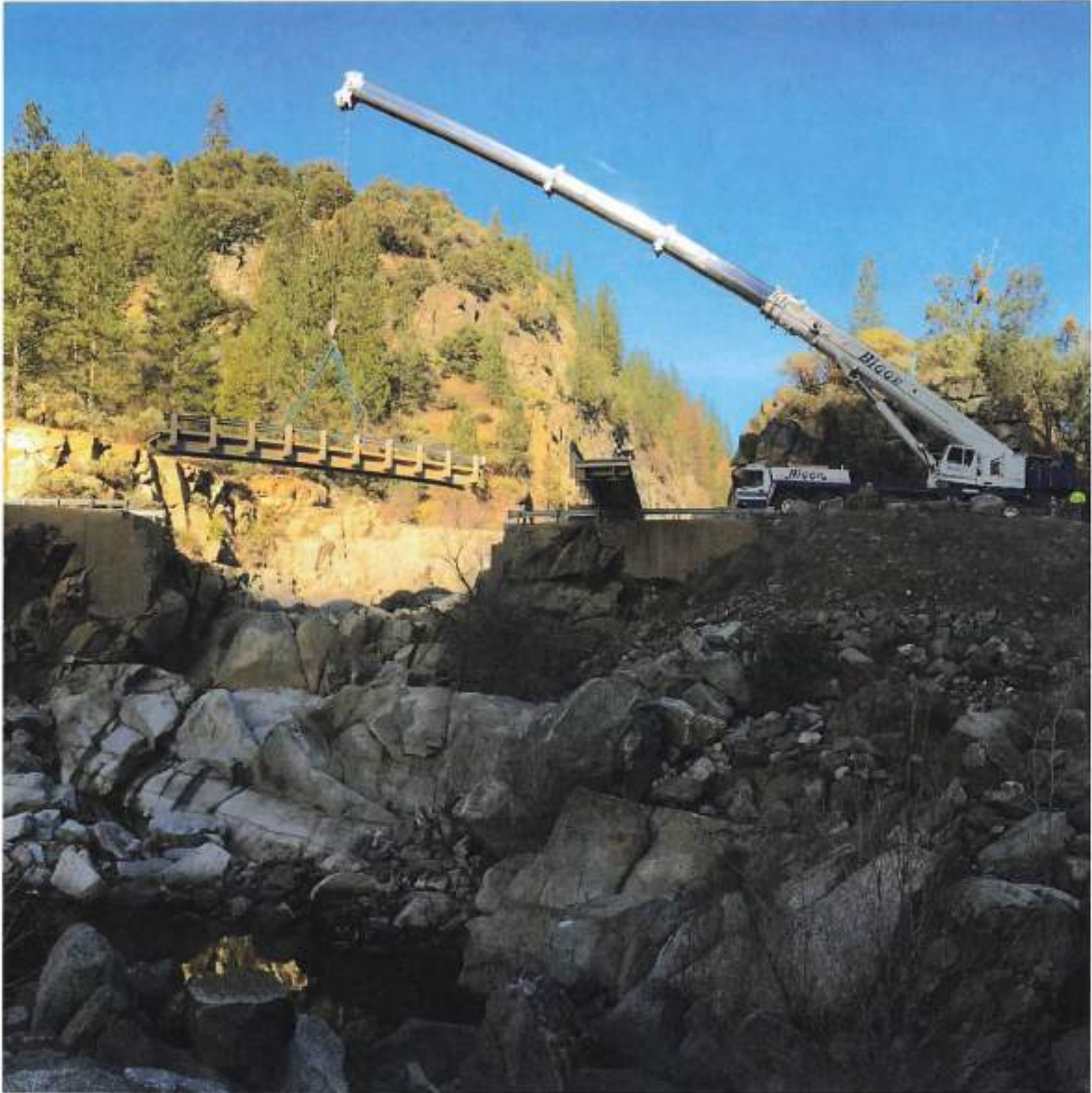
Terms and Conditions

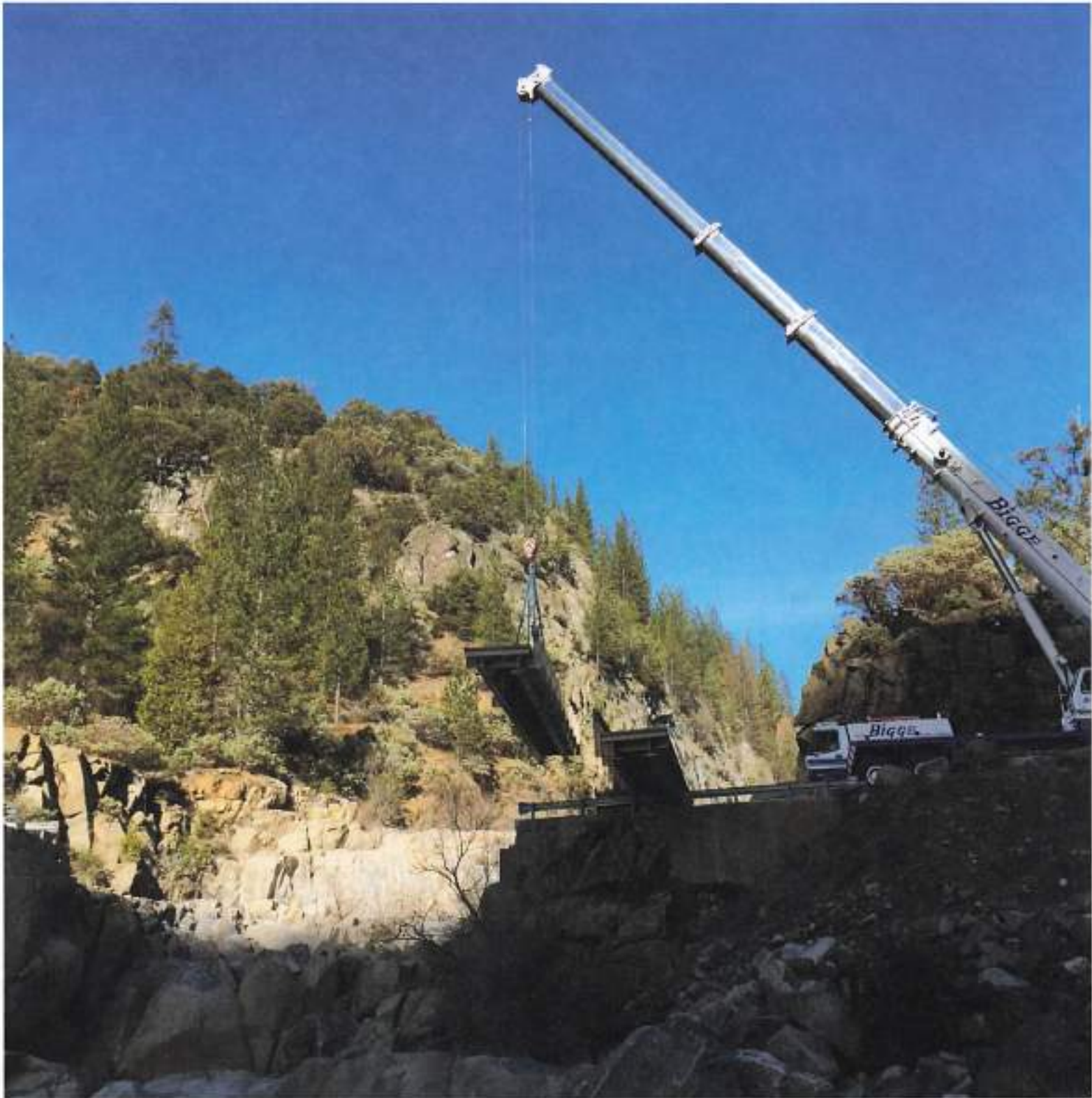
1. **ACCEPTANCE:** The proposal and pricing estimated herein are valid for acceptance within the three days and, thereafter, are subject to equipment and resource availability. Should the work be extended beyond the period quoted, Biggs Crane and Rigging Co. reserves the right to negotiate or equitize adjustment.
2. **ACCESS:** Contractor/Owner will provide reasonable access for equipment, and a safe place to work which complies with Federal OSHA and CAL/OSHA. Firm, level, all weather roadways, access roads and ramps, and work areas will be provided for crates and transporting equipment.
3. **LIFTING LUGS FURNISHED BY OTHERS:** Biggs Crane and Rigging Co. will assume no liability or responsibility for the adequacy of the design or the strength of any lifting lug embedded or attached to any object, whether concrete, steel, or other, to which we attach for handling or lifting whether or not it is furnished by Contractor/Owner, manufacturer or others.
4. **WORKING CONDITIONS:** All work will be performed on a straight time basis during regular working days on a generally recognized eight hour shift. All commitments in which areas of the worksite are covered upon strikes and force majeure causes beyond our control. This proposal is based upon one mobilization at the job site with our work being performed in a continuous and uninterrupted manner with exclusive use of the required work area.
5. **OBSTRUCTIONS:** Overhead and underground obstructions and facilities will be removed or made safe by others. Biggs Crane and Rigging Co. will not be held responsible for damage to underground structures, voids or utilities not specifically identified in advance, or for damage to concrete or asphalt. Protection of identified underground items, manholes or asphalt must be agreed to by all parties, in advance, in writing.
6. **INSURANCE AND INDEMNIFICATION:** To the fullest extent permitted by law, Contractor/Owner and indemnify Biggs Crane and Rigging Co. against loss or expense, including cost of defense, by reason of liability imposed by law for damages resulting from death or injury to persons or destruction of property occurring during the performance of the work under any contract made on the basis of this proposal, except to the extent that such death, injury or damage shall have been due to the active negligent act or willful misconduct of Biggs Crane and Rigging Co., its agents or employees. Biggs Crane and Rigging Co.'s liability including indemnification is hereby limited to the sum of \$1,000,000 and is additionally limited by specific conditions and sub-limits of our insurance policies, if this limit is not acceptable, Contractor/Owner will notify Biggs Crane and Rigging Co. in writing and we will provide a quotation to cover the increased cost for the account of Contractor/Owner.

The Owner and/or Contractor will purchase and maintain a bond from All-Risk Builder's Risk insurance policy upon the entire project, including work in progress and completed work, for the full cost of repair or replacement. Said insurance will include coverage for project delays. The policy will be endorsed in name Biggs Crane and Rigging Co. and its subcontractors as additional named insured. This policy coverage will insure against loss from the points of fire and extended coverage and will include "All Risk" coverage for physical loss or damage including but not limited to: vandalism, malicious mischief, theft, collapse, flood and earthquake. In the event of a loss, the deductible and uninsured costs will be paid by the Contractor/Owner.
7. **PAYMENTS:** Progress payments will be made to Biggs Crane and Rigging Co. monthly, as invoices are due and payable upon presentation. There shall be no retention unless agreed to in writing. Any unpaid balance shall bear interest from the due date until paid, at the rate of 1.5% per month. If the contract is retained for collection, the Contractor/Owner agrees to pay collection costs and attorney's fees.
8. **LIQUIDATED AND CONSEQUENTIAL DAMAGES:** Biggs Crane and Rigging Co. has made no contingency in either proposal or pricing for indirect, liquidated or consequential damages and will assume no responsibility or liability for either. References to said damages in contract documents are not acceptable or binding.
9. **HAZARDOUS MATERIALS:** The handling or transportation of any hazardous materials, or equipment or containers containing hazardous materials, is specifically excluded from Biggs Crane and Rigging Co.'s scope of supply. These materials include, but are not limited to, the following: Acetylene, fuels, oils, explosives and materials known to be cancer causing carcinogens. Workers' Compensation claims resulting from the handling of such materials will not be excluded from subrogation by any waiver furnished by Biggs Crane and Rigging Co.. The Contractor/Owner will advise Biggs Crane and Rigging Co. in writing prior to the commencement of Biggs Crane and Rigging Co.'s work of the presence of hazardous materials, if any. A written resolution of the disposition of hazardous materials will be provided to Biggs Crane and Rigging Co. prior to the start of the work which is the subject of this proposal.
10. **WARRANTY LIMITATION:** Warranty of services provided is limited to acceptance upon completion.
11. **VENUE:** In any legal action which may result from a contract entered into on the basis of this proposal, the laws of the State of California shall govern such action. Venue for legal actions, if any, will be Alameda County, California. Biggs Crane and Rigging Co. will be entitled to actual attorney's fees and cost of litigation to enforce the terms contained herein.
12. **BORROWED SERVANT:** When services are provided on a Time and Material basis or Operated and Maintained Equipment, working as Directed, Contractor/Owner agree that the personnel are under the direct supervision and control of Contractor/Owner and are provided under the Borrowed Servant Doctrine as borrowed agents or employees of Contractor/Owner. Contractor/Owner shall supervise and have the right to control the work of the personnel and shall be fully liable for any and all loss or damage, including property damage and bodily injury or death as a result of the acts or omissions of personnel provided hereunder.
13. **NO OTHER AGREEMENT:** This proposal and terms and conditions shall be the complete agreement and understanding by and between the parties unless Biggs Crane and Rigging Co. and Contractor/Owner have entered into a separate written contract for the services. Biggs Crane and Rigging Co. shall not be bound by any other contracts or obligations for Contractor/Owner unless expressly agreed to in writing by Biggs Crane and Rigging Co.
14. **BRACES:** In the event the work requires braces then Contractor/Owner will provide bracing and bracing labor in sufficient numbers to support steadily thru by Biggs Crane and Rigging Co.'s erection crew.
15. **CALIFORNIA STANDARD COMPLIANCE:** For work requiring hoisting and erecting of precast and prefabricated panels, and lifting concrete panels Contractor/Owner shall be responsible for compliance with CALIFORNIA Title 8, Subchapter 4, Article 29, Sections 1714 and 1715 of Construction Safety Orders, which requires the civil or structural engineering registered in the State of California to provide lifting and erection plans and procedures.

Rev. 10-2013







BOARD AGENDA REPORT

Date: March 16, 2023

Staff: Susan Larson

SUBJECT: Tulloch Spillway Road—Design and Engineering Services-Phase I

RECOMMENDED ACTION: Study Session Only—No Action Requested. Study session will be to provide an update on the Design and Engineering Services for the Tulloch Spillway Road Project-Phase I with Provost & Pritchard.

BACKGROUND AND/OR HISTORY:

The Tulloch Spillway Roadway sustained major damage in May 2017. Following resolution of the issues associated with the scope of repairs, causation and responsibility for the roadway failures, Tri-Dam is now ready to move forward with the repair project.

On September 15, 2022, the Board authorized the PSA with P&P for Phase 1 Design and Engineering Services. The original proposal presented to the Board in September 2022, included all seven (7) anticipated phases of the project, however, the requested approval was for Phase I only. The purpose of proceeding with Phase I separately was to facilitate the best engineering solution at the most cost-effective rate. Phase I was designed to delineate the engineering design, as well as the regulatory and environmental process, to ensure that the project is implemented in the most effective and intelligent manner, providing the best long-term solution. Phase 1 is now complete, and within budget, thus this study session is to provide the Board with an update thus far, and to discuss future phases.

2022 Tulloch Spillway Studies Budget: \$250,000.00
Provost & Pritchard Design Proposal—Phase I: \$ 36,200.00

ATTACHMENTS: Provost & Pritchard Update Memorandum

RECOMMENDATION: Discussion Item Only—no action requested.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Memorandum

To:	Summer Nicotero and Susan Larson, Tri-Dam Project
Copy:	Brian Ehlers, Owen Kubit and Kim Tarantino, P&P
From:	Scott Lewis, Project Director
Subject:	Tri-Dam Tulloch Spillway Design and Work Scope
Project No.:	4081-22-002
Date:	March 7, 2023

This Memorandum summarizes Provost and Pritchard's (P&P's) work scope completed to date, design criteria developed and discusses our anticipated approach for the next phase of work for Tri-Dam Project's (TDP's) Tulloch Spillway project.

COMPLETED WORK SCOPE

We have completed our work for Phase 1 – Consultation, Site Visit and Data Compilation as detailed in our August 25, 2022 Proposal. We have performed work that was not included in our original scope including:

- Attending a virtual team meeting with TDP and FERC
- Attending a Study Session with TDP Board (scheduled for March 16, 2023)
- Researched floodgates/door and different alternatives as discussed in our email dated February 13, 2023. Because the work for this would be performed in a future phase, we have agreed to hold these charges until the appropriate work phase is approved.
- Anticipate an additional meeting with FERC to discuss the Conceptual Design Criteria Memo including Preliminary 50% Design Drawings

We have also talked with Cotton Shires Associates (CSA) as requested by TDP and they have agreed to provide data collected during their investigation related to the litigation on this project and provide peer review on P&P's design.

DESIGN CRITERIA

The conceptual level design criteria is based on the preliminary 50% design drawings prepared in August 2020, and a review of the drawings resulting in some additional recommendations.

Recontour Spillway

The current spillway channel is comprised of strong, resistant bedrock. Hydraulic modeling and visual observations show that the water flows in a westerly direction towards the powerhouse road. The flow also ponds in certain areas, and generally does not flow straight down the spillway in all locations, as desired. As a result, the spillway will be recontoured to help improve flow conditions, reduce the potential for subcritical flow, and direct the flow downstream. The 50% drawings show approximately 900 cubic yards of drilling and blasting and 1,000 cubic yards of

cut using hydraulic hammers to achieve this goal. However, due to the natural slope of the bedrock, and the desire to maintain the existing road alignment, there will still be some westerly flow towards the powerhouse road.

The spillway, powerhouse road, and other project features will be designed for a flow of 11,800 cfs. This represents the maximum flow that the upstream New Melones Dam can accommodate without using their emergency spillway. FERC previously indicated that this design flow was acceptable. During higher flows it would be expected that damage to the road could be possible.

Training Wall

During low flow situations, water flows through gates 6 and 7 to the culverts under the east side of the spillway. A training wall is proposed to be added to the spillway to help to train flow releases from gates 6 and 7 to the culverts under the raised road section on the southerly part of the spillway. If gates 6 and 7 can be used to release lower flows this will help reduce the volume of water that flows along the natural gradient to the west towards the powerhouse road. During higher flows the training wall will be overtopped, and flow from all the gates will commingle. The training wall will be anchored to the bedrock.

Road Reconstruction

The road crossing the spillway is proposed to be constructed with the same width and alignment as the original road. This will provide the needed level of access and minimize efforts needed to regrade and redesign the road alignment. The road will include additional features to improve stability including rock dowel anchors, upstream cutoff and apron, smooth transitions with the natural rock, and drains behind the retaining wall. The road will be designed for live loads, uplift forces and traction forces.

Cable Guardrail

New cable-based guardrails will be placed on the downstream side of the new spillway road. These will provide a lower projected surface area than traditional guardrails and reduce the potential for damage during spillway flows. The guardrails will be designed to accommodate lower spillway flows, but will likely be designed to fail, and require replacement in moderate and high flows.

Roadway Grouting (road section west of spillway)

The spillway road and powerhouse access road were uplifted during the 2017 spillway releases. These roads either need to be contact grouted to fill in the gaps caused by the uplifting and anchored to reduce the potential for future uplifting or demolished and reconstructed. At this time, it is proposed that the road section to the proposed flow drainage trench will be removed and replaced while the retaining wall along this stretch will remain. The decision on the remaining portion of the roadway will be made once documentation from Cotton Shires has been received and results from an exploratory coring program are reviewed.

Floodgates

Floodgates are proposed at the end of the spillway road before it transitions to the powerhouse road. This gate is proposed to help limit (prevent) water from flowing down the road towards the powerhouse. The floodgates would replace the temporary shotcrete wall constructed after the spillway failure. Hydraulic modeling suggests that up to 250 cfs could flow down the road during

the design storm. The purpose of the gate is to deflect this flow downstream and prevent the powerhouse and powerhouse road from being flooded.

Several options are available including inflatable barriers, fold up gates, sliding gates and swing-across gates. Swing across gates are recommended. Flood Control International has gates with 'raise-swing-lower' mechanisms that does not require recessed ground channels. The gates are available in single or double leaf options.

These types of gates are custom designed and engineered and would require a concrete structure and level concrete floor. They would need to be designed for hydrodynamic forces and traction forces.

Some minor leakage is common with these types of gates, but the proposed drainage trench in the powerhouse road will be able to accommodate the leakage.

The gates would be electrically controlled and remotely operated, which would allow the gates to be closed quickly in an urgent or emergency situation and eliminate the need for staff to access the spillway during releases. The area around the gates needs to be maintained and kept clear of debris for remote operation to work properly. They would also be designed with a method to manually operate them as a backup in case of a power failure.

The width of the gate would be based on the widest equipment or vehicle that would need to potentially access the powerhouse. A wide gate could include two gate leaves, or one gate leaf wide enough for standard pickup trucks, along with stoplogs in the other side that would be removed in the uncommon situation a larger vehicle needs to pass.

Hydraulic modeling indicates water depths near the gate up to 5 feet during the design flood. Water depths would likely be a few feet higher due to air entrainment. Refining the spillway recontouring plan may result in different water depths at the gate.

Drainage Trench

Due to the history of problems and past failures, it is important to have a dual level of protection: flood gates to hold back the flow, and a trench to capture flow that cross the flood gate. The drainage trench will be located in the powerhouse access road just past the flood gate. The trench will be covered with a cattle guard grate to allow heavy equipment to drive over. The trench would capture water that seeps through gate, splashes over gate, and flow that results from a gate failure, as well as some local drainage.

Hydraulic model simulations show that 250 cfs could flow down the road during the design storm. The current trench dimensions to accommodate this flow are 5 feet wide x 6.75 feet deep.

Minor Drainage Trench near Powerhouse

A minor drainage trench with a metal grate is recommended in front of the powerhouse door. The trench would be approximately 1 to 2 feet wide and 1 to 2 feet deep. The trench would capture local runoff and any excess runoff from the spillway not captured by the larger drainage trench. The trench would convey flow towards the river channel and may require more coring through the concrete retaining wall.

Waterproof Door at Powerhouse

A flood-proof security door is recommended at the powerhouse building (end of the powerhouse access road) to prevent flooding and damage to the powerhouse equipment. These doors typically require a new steel door frame and can be water-tight up to the full height of the door. Ventilation grills can be added to the door if needed.

Roadway Bridge and Culvert

The eastern section of the road with the bridge and culvert has performed adequately and re-evaluating its design and construction are not part of this scope of work. The design features used for this roadway, which is believed to have been keyed into the rock, will be reviewed and potentially incorporated into the new spillway roadway design.

NEXT PHASE OF WORK SCOPE

Our proposed next phases of work scope include:

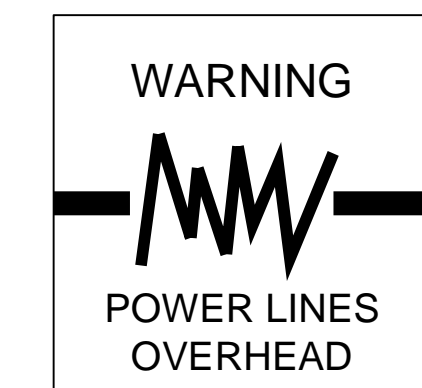
- Phase 2 – Design and Drawings
 - o 75% design for TDP review – 3 months after receipt of authorization
 - Need to determine how much of the existing concrete pavement and walls can remain and be rehabilitated (additional site investigation? TBD pending CSA involvement)
 - o 95% design for submittal and approval to FERC – delivery dependent on extent of changes from 75% review; tentative completion within 1 month of receipt of TDP 75% review comments
 - o 100% design for bidding – delivery dependent on FERC review and changes; tentative completion within 1 month of receipt of agency review comments
- Phase 3 – Regulatory Agency Consultation and Support
 - o Hydraulic modeling and analysis as confirmed by TDP and FERC
 - o QA/QC Plan preparation
- Phase 4 – 100% Engineer’s Opinion of Probable Construction Cost
 - o Update cost estimate reflecting 100% drawings and document in memo/letter – delivery dependent on completion of 100% design
- Phase 5 – Contract and Technical Specifications
 - o Provide 75% technical specifications – to be delivered with 75% design drawings
 - o Prepare 100% contract documents and technical specifications to be used for bidding – to be delivered with 100% design drawings

The scope of work described above was detailed in our August 25, 2022 Proposal, discussed with the TDP team during our February 1, 2023 meeting and costs will be provide in a proposal as requested for TDP Board approval in April 2023.

Please contact us with any questions or comments.

Attachments

Preliminary 50% Design Drawings



TRI-DAM PROJECT

TULLOCH DAM NO. 62-6

POWERHOUSE UNIT #3 ACCESS ROAD REPAIRS

50 PERCENT DESIGN

PURPOSE AND SCOPE OF WORK

1. WORK CONSISTS OF DEMOLISHING AN EXISTING DAMAGED CONCRETE ROADWAY, REPLACING THE POWERHOUSE ACCESS ROAD AND CONSTRUCTING OTHER SPILLWAY IMPROVEMENTS AT AN EXISTING CONCRETE GRAVITY DAM.
2. PROJECT INTENT IS TO MAKE PERMANENT ROADWAY IMPROVEMENTS TO PERMIT MAINTENANCE TRAFFIC TO POWERHOUSE UNIT #3.
3. THE WORK INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
 - GRADING WITHIN THE EXISTING UNLINED SPILLWAY CHANNEL.
 - PARTIALLY DEMOLISHING THE REMAINING EXISTING CONCRETE POWERHOUSE ACCESS ROAD AND CONSTRUCTING A NEW CONCRETE ROAD.
 - SPILLWAY CHANNEL IMPROVEMENTS, INCLUDING CONSTRUCTING A NEW CONCRETE WALL.
4. THESE DRAWINGS REPRESENT A PRELIMINARY DESIGN (50%) OF PROPOSED IMPROVEMENTS AND ARE INTENDED TO ILLUSTRATE GENERAL REPAIRS IN SUFFICIENT DETAIL TO SUPPORT PROJECT SCOPING AND PRELIMINARY COST ESTIMATING. THESE DRAWINGS ARE NOT INTENDED FOR CONSTRUCTION.

PROJECT SITE

THE SITE IS LOCATED NEAR CALIFORNIA HIGHWAY 108 BETWEEN OAKDALE AND JAMESTOWN IN TUOLUMNE COUNTY, CALIFORNIA. SEE VICINITY MAP.

OWNER'S CONTACT

SUMNER NICOTERO
GENERAL MANAGER
TRI-DAM PROJECT/TRI-DAM AUTHORITY
PO BOX 1158
PINECREST, CA 95364
(209) 965-3996, EXT. 120
snicotero@tridamproject.com

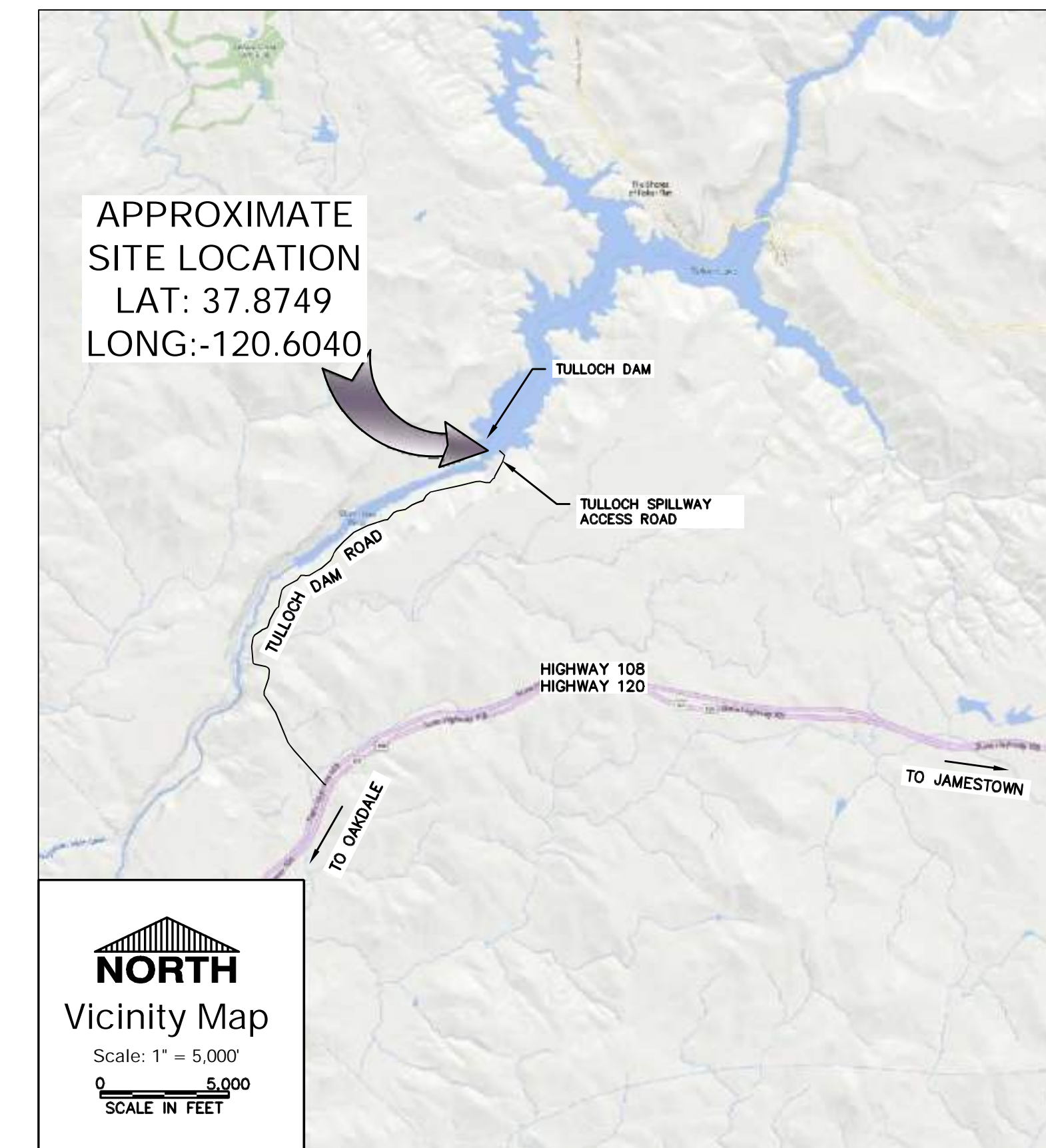
PREPARED BY:

PROVOST AND PRITCHARD
CONSULTING GROUP (P&P)
19969 GREENLEY ROAD
SUITE J
SONORA, CALIFORNIA 95370
SCOTT LEWIS, CEG
OFFICE: (559) 449-2700
CELL: (209) 601-5585
slewis@ppeng.com

GENERAL NOTES

1. THESE DRAWINGS SHOW EXISTING IMPROVEMENTS STRICTLY AS REFERENCE.
2. ADDITIONAL PROVISIONS SHALL BE PROVIDED IN THE SPECIFICATIONS, BID DOCUMENTS, AND CONTRACT DOCUMENTS.
3. WORKMANSHIP AND MATERIALS FOR THE WORK SHOWN ON THESE DRAWINGS SHALL CONFORM TO THE REQUIREMENTS OF THE FEDERAL ENERGY REGULATORY COMMISSION (FERC) AND 2019 CALIFORNIA BUILDING CODE (CBC), AS WELL AS THE REQUIREMENTS OF THE CALIFORNIA DIVISION OF SAFETY OF DAMS (DSDO).
4. THE WORK SHALL COMPLY WITH APPLICABLE CAL/OSHA SAFETY AND HEALTH REGULATIONS (CALIFORNIA CODE OF REGULATIONS (CCR), TITLE 8, CHAPTER 4 - LATEST EDITION).
5. THE OWNER RESERVES THE RIGHT TO SELF-PERFORM ANY OR ALL OF THE WORK SHOWN ON THESE DRAWINGS.
6. THE CONTRACTOR SHALL FURNISH NECESSARY LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT FOR CONSTRUCTING THE WORK AND AS DESCRIBED IN RELATED CONTRACT DOCUMENTS.
7. THE CONTRACTOR SHALL PROVIDE WORKMAN'S COMPENSATION INSURANCE AND LIABILITY INSURANCE.
8. THE CONTRACTOR SHALL BE LICENSED WITH THE STATE OF CALIFORNIA TO CONSTRUCT THE WORK AND SHALL BE EXPERIENCED IN THESE TYPES OF WORK.
9. THE OWNER SHALL CONTRACT SEPARATELY FOR REQUIRED CONSTRUCTION MONITORING AND MATERIALS TESTING.
10. PRIOR TO STARTING CONSTRUCTION, THE OWNER SHALL SECURE REQUIRED AGENCY AUTHORIZATION.
11. THE CONTRACTOR SHALL PROVIDE THE OWNER, CONDOR, AND THE TESTING AGENCY AT LEAST THREE BUSINESS DAYS NOTICE BEFORE THE PRE-CONSTRUCTION CONFERENCE AND BEFORE STARTING WORK.
12. THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE, CONDOR, AND THE TESTING AGENCY TO ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE TO REVIEW JOB REQUIREMENTS.
13. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK.
14. IF THE CONTRACTOR FINDS DEFICIENCIES, ERRORS, DISCREPANCIES, CONFLICTS OR OMISSIONS IN THE DRAWINGS, IN THE SPECIFICATIONS, IN OTHER CONTRACT DOCUMENTS, OR IN THE CODES, OR IF THEY HAVE DOUBTS AS TO THE MEANING OR INTENT OF THE CONTRACT DOCUMENTS, THEN THE CONTRACTOR SHALL NOTIFY CONDOR.
15. THE CONTRACTOR MUST NOTIFY UNDERGROUND SERVICE ALERT (USA) BEFORE EXCAVATION AND NOT BEGIN EXCAVATION UNTIL THE USA-INDICATED EARLIEST START DATE AND TIME. THE CONTRACTOR SHALL RENEW EXPIRED TICKETS.

16. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS IN THE FIELD. THE LOCATIONS OF UTILITIES AND OTHER UNDERGROUND FACILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE, INCOMPLETE, AND ONLY FOR GENERAL INFORMATION. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE COMPLETENESS AND CORRECTNESS OF UTILITIES SHOWN ON THESE DRAWINGS. VERIFICATION AND SUBSURFACE INVESTIGATION FOR EXISTING UTILITIES WAS NOT PERFORMED.
17. COSTS OF INJURIES CAUSED BY THE CONTRACTOR SHALL BE BORNE BY THE CONTRACTOR.
18. EXISTING UTILITIES SHALL BE KEPT IN SERVICE AT ALL TIMES. UTILITIES THAT INTERFERE WITH THE WORK TO BE PERFORMED SHALL BE PROTECTED AS REQUIRED BY THE OWNER, OTHER LOCAL JURISDICTIONS, THE LOCAL UTILITIES, AND THE OWNER'S REPRESENTATIVE.
19. THE CONTRACTOR SHALL COORDINATE NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES AND THE OWNER'S REPRESENTATIVE.
20. THE CONTRACTOR SHALL PROTECT EXISTING FACILITIES AND IMPROVEMENTS FROM DAMAGE RESULTING FROM CONTRACTOR'S WORK. THE CONTRACTOR SHALL REPAIR DAMAGE CAUSED BY CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
21. THE CONTRACTOR AGREES THAT THEY ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS UNTIL THEY COMPLETE THE WORK, INCLUDING SAFETY OF PERSONS AND PROPERTY. THIS REQUIREMENT APPLIES CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS.
22. THE OWNER AND CONDOR ARE NOT RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES.
23. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD OWNER, CONDOR AND THE TESTING AGENCY HARMLESS FROM LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE ENGINEER OR MATERIALS TESTING AGENCY.
24. THE CONTRACTOR SHALL ACCEPT NO INK OR PENCIL REVISIONS TO THESE DRAWINGS WITHOUT THE ENGINEER'S INITIAL OR SIGNATURE. THE ENGINEER SHALL BE HELD HARMLESS FOR REVISIONS THAT THEY DID NOT APPROVE.
25. CONDOR ASSUMES NO RESPONSIBILITY FOR THE PERFORMANCE OF PRODUCTS OR MATERIALS NOT SPECIFIED IN THESE DRAWINGS, THE ACCOMPANYING SPECIFICATIONS, AND OTHER ACCOMPANYING CONTRACT DOCUMENTS.
26. USERS OF THESE DRAWINGS AGREE TO HOLD CONDOR HARMLESS FOR ANY AND ALL WORK THAT DOES NOT CONFORM TO REQUIREMENTS AND MINIMUM STANDARDS OF THE RELEVANT BUILDING CODE, LOCAL ORDINANCES, AND ACCEPTABLE STANDARDS.
27. EXISTING SITE FEATURES SHOWN ARE IN PART FROM DRAWINGS PREPARED BY MWH, DATED: REVISION B - JUNE 2012. FILES: 1317AER.dwg, X-CONCRETE.dwg, X-POWERHOUSE.dwg AND Road - General Layout with Spot Elev 2009 07 09.dwg. EXISTING TOPOGRAPHIC AND SITE FEATURES HAVE BEEN UPDATED BY EOA, DATED: JUNE 14, 2020, FILE: 2001F Tulloch Dam Topo.dwg.
28. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. MEASUREMENTS SHOWN ARE IN A HORIZONTAL PLANE. IF THERE IS A CONFLICT, NOTIFY CONDOR TO OBTAIN A CLARIFICATION.
29. NO DEVIATION OR SUBSTITUTION SHALL BE ALLOWED WITHOUT OBTAINING WRITTEN APPROVAL FROM CONDOR.
30. THE SPECIFICATIONS ARE STATED IN OUTLINE FORM.
31. THESE DRAWINGS ARE THE PROPERTY OF CONDOR AND THEY SHALL NOT BE USED FOR ANY WORK OTHER THAN THE WORK SHOWN HEREON.
32. THE CONTRACTOR SHALL GUARANTEE ALL LABOR AND MATERIALS FOR AT LEAST ONE YEAR.



SYMBOLS

- SECTION AND ELEVATION**
- 1 ← SECTION/ELEVATION/DETAIL IDENTIFICATION
T4.0 ← SECTION/ELEVATION/DETAIL LOCATION
- REVISION**
- 1 ← REVISION NUMBER
← AREA OF REVISION

ABBREVIATIONS:

AB	AGGREGATE BASE ROCK	FDR	FULL DEPTH RECLAMATION	P.T.	POINT OF TANGENCY
AC	ASPHALTIC CONCRETE	FF	FINISH FLOOR GRADE	PRF	PAVEMENT REINFORCING FABRIC
AD	AREA DRAIN	FG	FINISH GRADE	PSI	POUNDS PER SQUARE INCH
AVE	AVERAGE	FL	FLOW LINE	PVC	POLYVINYL CHLORIDE PIPE
BBL	BARREL	FOC	FACE OF CONCRETE	P.W.	PROCESS WASTE
BF	BOTTOM OF FOOTING	FS	FINISH SURFACE	R	RADIUS
BHC	BEGIN HORIZONTAL CURVE	FRC	FIBER REINFORCED CONCRETE	RCP	REINFORCED CONC. PIPE
BK	BOTTOM OF KEY	FRS	FIBER REINFORCED SHOTCRETE	S	SLOPE
BW	BOTTOM OF WALL	FT	FOOT	SCH	SCHEDULE
CD	CONTROLLED DENSITY FILL	GB	GRADE BREAK	SD	STORM DRAIN
CIP	CAST-IN-PLACE	GAL	GALLON	SF	SQUARE FEET
CPP	CORRUGATED PLASTIC PIPE	HMA	HOT MIX ASPHALT	SG	SUBGRADE
CL	CENTER LINE	INV	INVERT	SS	SANITARY SEWER
CMP	CORRUGATED METAL PIPE	IN	INCH	SAD	SEE ARCHITECTURAL DOCUMENTS
CP	CORRUGATED PLASTIC PIPE	ID	INSIDE DIAMETER	SCD	SEE CIVIL DOCUMENTS
CONC	CONCRETE	LBS	POUNDS	SLD	SEE LANDSCAPE DOCUMENTS
CY	CUBIC YARD	LCC	LOW DENSITY CELLULAR CONCRETE	SMD	SEE MECHANICAL DOCUMENTS
DI	DROP INLET	LF	LINEAR FEET	SSD	SEE STRUCTURAL DOCUMENTS
DIA	DIAMETER	MAX	MAXIMUM	STA	STATION
Ø	DIAMETER	MH	MANHOLE	SWPPP	STORM WATER POLLUTION PREVENTION PLAN
DL	DESIGN LOAD	MIN	MINIMUM	TC	TOP OF CONCRETE
(E)	EXISTING	(N)	NEW	TBD	TO BE DETERMINED
EF	EACH FACE	OC	ON CENTER	TF	TOP OF FOOTING
EG	EXISTING GROUND	(P)	PROPOSED	TYP	TYPICAL
EHC	END HORIZONTAL CURVE	P.C.	POINT OF CURVATURE	TW	TOP OF WALL
EL	ELEVATION	P.C.C.	POINT OF COMPOUND CURVATURE	U.N.O.	UNLESS NOTED OTHERWISE
ELEC	ELECTRICAL	P.I.	POINT OF INTERSECTION	V.I.F.	VERIFY IN FIELD
ES	EACH SIDE	PIP	PROTECT IN PLACE	W	WIDTH
EW	EACH WAY	PL	PLATE OR PROPERTY LINE	WWF	WELDED WIRE FABRIC
ETW	EDGE OF TRAVELED WAY	P.R.C.	POINT OF REVERSE CURVATURE		

DRAWING INDEX

SHEET NO.	TITLE
1.0	COVER SHEET, NOTES AND DRAWING INDEX
1.1	NOTES
2.0	SITE PLAN
3.0	SPILLWAY CHANNEL GRADING PLAN
3.1	SPILLWAY CHANNEL IMPROVEMENT PLAN
4.0	ACCESS ROAD DEMO PLAN
4.1	ACCESS ROAD SECTIONS
4.2	ACCESS ROAD IMPROVEMENT PLAN
5.0	ACCESS ROAD DETAILS
6.0	EXAMPLE FLOOD GATES

PRELIMINARY

03.03.2023

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0			SWL 50% DESIGN

TRI-DAM PROJECT

TULLOCH DAM SPILLWAY

COVER SHEET, NOTES AND DRAWING INDEX

EST. 1968 PROVOST & PRITCHARD CONSULTING GROUP <i>An Employee Owned Company</i>	19969 GREENLEY ROAD SUITE J SONORA, CALIFORNIA 95370 PH: (559) 449-2700 FAX: (559) 449-2715 https://provostandpritchard.com	DWG D1.0
	JOB#: 4081-22002 PRINTED:	

DRAWN: KGM	CHECKED: SWL	SCALE: AS SHOWN
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ENVIRONMENTAL PROTECTION

1. THE CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN TO THE OWNER OR OTHER JURISDICTION AS REQUIRED.
2. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ENVIRONMENTAL PROTECTION TO CONTROL POLLUTION THAT MAY DEVELOP DURING THE NORMAL CONSTRUCTION PRACTICE.
3. THE NATURAL RESOURCES WITHIN THE PROJECT BOUNDARIES AND OUTSIDE THE LIMITS OF PERMANENT WORK SHALL BE PRESERVED OR RESTORED TO AN EQUIVALENT OR IMPROVED CONDITION UPON COMPLETION OF THE WORK. CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO WITHIN THE LIMITS OF THE WORK INDICATED OR SPECIFIED.
4. TRACES OF TEMPORARY CONSTRUCTION FACILITIES, SUCH AS TEMPORARY CONSTRUCTION ROADS, WORK AREAS, STRUCTURES, FOUNDATIONS OF TEMPORARY STRUCTURES, STOCKPILES OF EXCESS OR WASTE MATERIALS, AND OTHER SIGNS OF CONSTRUCTION SHALL BE REMOVED. CONTRACTORS SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE. TEMPORARY ROADS, PARKING AREAS, AND SIMILAR TEMPORARILY USED AREAS SHALL BE GRADED TO CONFORM TO SURROUNDING CONTOURS AND RECLAIMED USING APPROPRIATE REVEGETATION.
5. THE CONTRACTOR SHALL PREVENT OILY OR OTHER HAZARDOUS SUBSTANCES FROM ENTERING THE GROUND, DRAINAGE AREAS, OR LOCAL BODIES OF WATER. TEMPORARY FUEL, OIL OR PETROLEUM STORAGE TANKS SHALL BE SURROUNDED WITH A SUITABLE CONTAINMENT OF SUFFICIENT SIZE AND STRENGTH TO CONTAIN THE CONTENTS OF THE TANKS IN THE EVENT OF LEAKAGE OR SPILLAGE. THE OWNER SHALL APPROVE SUCH CONTAINMENTS.
6. FISH AND WILDLIFE SHALL NOT BE DISTURBED. WATER FLOWS AND NATIVE HABITAT ADJACENT TO THE PROJECT THAT ARE CRITICAL TO THE SURVIVAL OF FISH AND WILDLIFE SHALL NOT BE ALTERED OR OTHERWISE SIGNIFICANTLY DISTURBED.
7. AREAS SHALL BE MANAGED AND RECLAIMED TO PREVENT SEDIMENT FROM ENTERING THE NEARBY SURFACE DRAINAGES.
8. WASTES SHALL BE PICKED UP, CONTROLLED, AND DISPOSED OFF SITE. FOOD SHALL NOT BE PREPARED, COOKED, OR DISPOSED ON THE PROJECT SITE. CONTAMINATION OF THE SITE OR OTHER AREAS SHALL BE PREVENTED WHEN HANDLING AND DISPOSING OF WASTES. UPON COMPLETION OF WORK, THE SITE SHALL BE LEFT CLEAN.
9. CHEMICAL TOILETS OR COMPARABLY EFFECTIVE UNITS SHALL BE PROVIDED FOR THE WORKERS.
10. THE CONTRACTOR SHALL CONDUCT THE FUELING AND LUBRICATING OF EQUIPMENT AND MOTOR VEHICLES IN A MANNER TO PROTECT AGAINST SPILLS AND EVAPORATION. LUBRICANTS TO BE DISCARDED AND EXCESS OIL SHALL BE DISPOSED OFF-SITE.
11. DUST SHALL BE KEPT DOWN AT ALL TIMES, INCLUDING DURING NON-WORKING PERIODS. AS NECESSARY, THE SOIL AT THE SITE, HAUL ROADS, AND OTHER AREAS DISTURBED BY OPERATIONS SHALL BE SPRINKLED OR TREATED WITH APPROVED DUST SUPPRESSANTS THAT ARE NON-INJURIOUS TO VEGETATION. CONTRACTOR SHALL ASSUME LIABILITY FOR CLAIMS RELATED TO WIND BLOWN MATERIAL. IF THE DUST CONTROL IS INADEQUATE AS DETERMINED BY NAPA COUNTY, ANOTHER LOCAL JURISDICTION, OR THE OWNER'S REPRESENTATIVE, THEN CONSTRUCTION WORK SHALL BE TERMINATED UNTIL CORRECTIVE MEASURES ARE TAKEN.
12. NOISE SHALL BE LIMITED PER COUNTY GENERAL PLAN, OTHER APPLICABLE REGULATIONS, AND PROJECT PERMITS.
13. A SWPPP SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE STATE WATER RESOURCES CONTROL BOARD PRIOR TO ANY LAND DISTURBANCE. HENCE, THE APPLICANT WILL BE PROVIDED COVERAGE UNDER THE NPDES PROGRAM BY THE STATE WATER RESOURCES CONTROL BOARD.

CLEARING AND GRUBBING

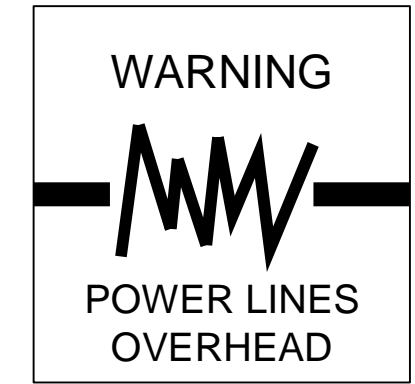
1. REFER TO SPECIFICATIONS SECTION 02230 FOR CLEARING AND GRUBBING.
2. THE CONTRACTOR WILL REMOVE VEGETATION FROM THE ROCK EXPOSED IN THE SPILLWAY CHANNEL WITHIN THE BOUNDARIES SHOWN. VEGETATION DEBRIS SHALL BE OFF-HAULED FROM THE SITE AND DISPOSED OF AT AN APPROPRIATE LOCATION.
3. LOOSE ROCK AND SOIL DEBRIS SHALL BE REMOVED FROM THE SPILLWAY CHANNEL WITHIN THE BOUNDARIES SHOWN. ROCK AND SOIL DEBRIS MAY BE DISPOSED OF IN THE EXISTING ROCK STOCKPILE ON-SITE.

CONCRETE

1. SPECIAL INSPECTIONS ARE REQUIRED. SEE INSPECTION NOTES.
2. THE CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS TO P&P FOR ACCEPTANCE BEFORE CONSTRUCTION.
3. MAXIMUM WATER/CEMENT RATIO: 0.45.
4. MINIMUM CONCRETE STRENGTH: 3,000 PSI AT 28 DAYS.
5. MAXIMUM AGGREGATE SIZE: 1 INCH.
6. MAXIMUM SLUMP: 4 INCHES.
7. AIR CONTENT: 1% TO 2%.

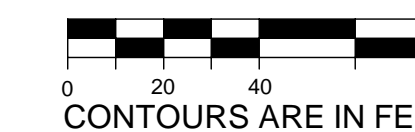
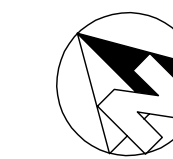
INSPECTIONS

1. REFER TO QUALITY CONTROL INSPECTION PROGRAM (QCIP) FOR THIS PROJECT.



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TULLOCH DAM SPILLWAY			
NOTES			
EST. 1968 PROVOST & PRITCHARD CONSULTING GROUP <i>An Employee Owned Company</i>		19969 GREENLEY ROAD SUITE J SONORA, CALIFORNIA 95370 PH: (559) 449-2700 FAX: (559) 449-2715 https://provostandpritchard.com	
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NOTES

1. CONTRACTOR SHALL UTILIZE LAYDOWN AREA IN A MANNER THAT PERMITS OWNER TRAFFIC ACROSS DAM CREST AT ALL TIMES.

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TRI-DAM PROJECT

TULLOCH DAM SPILLWAY

SITE PLAN

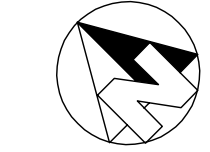
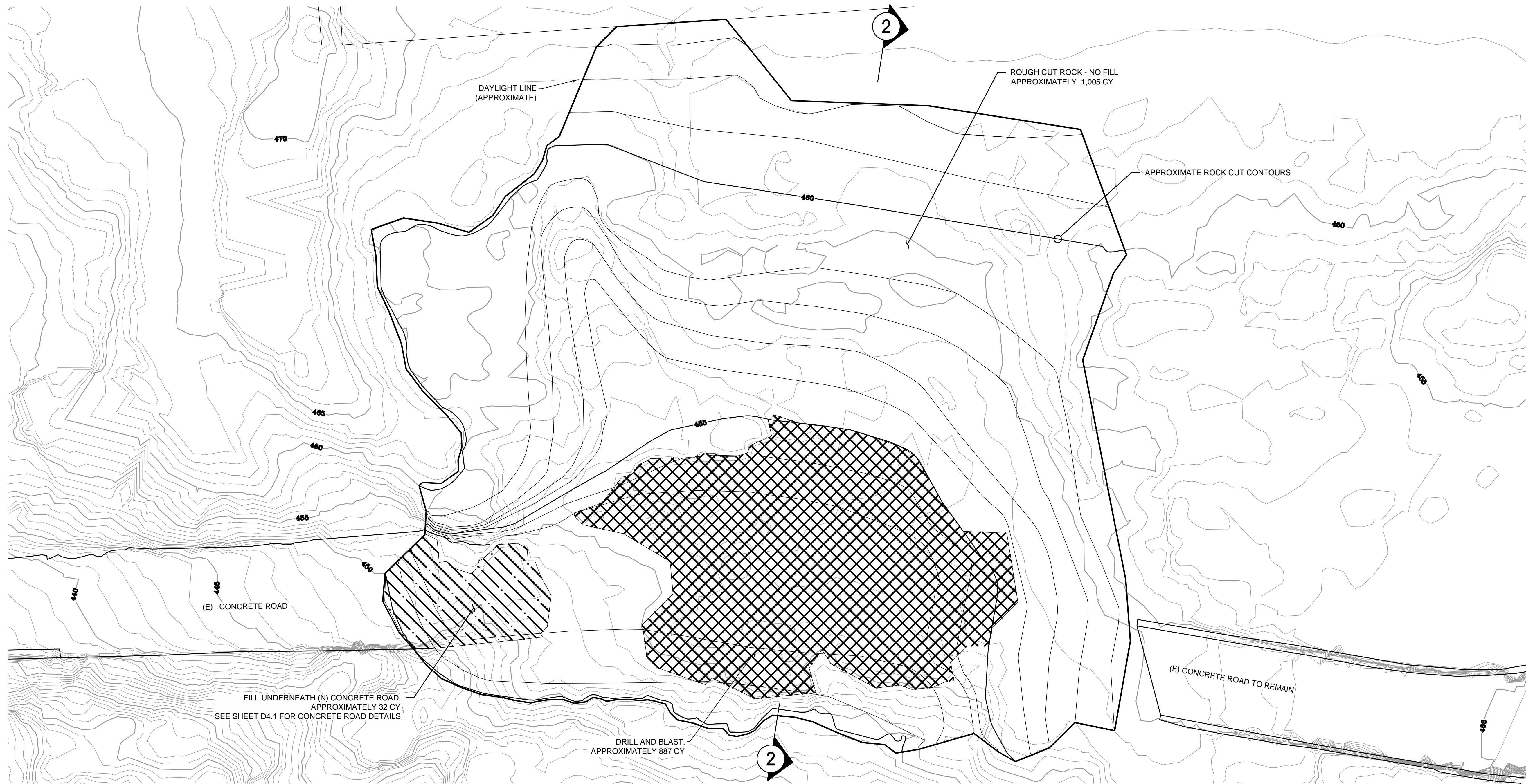
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 SUITE J
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 D2.0**

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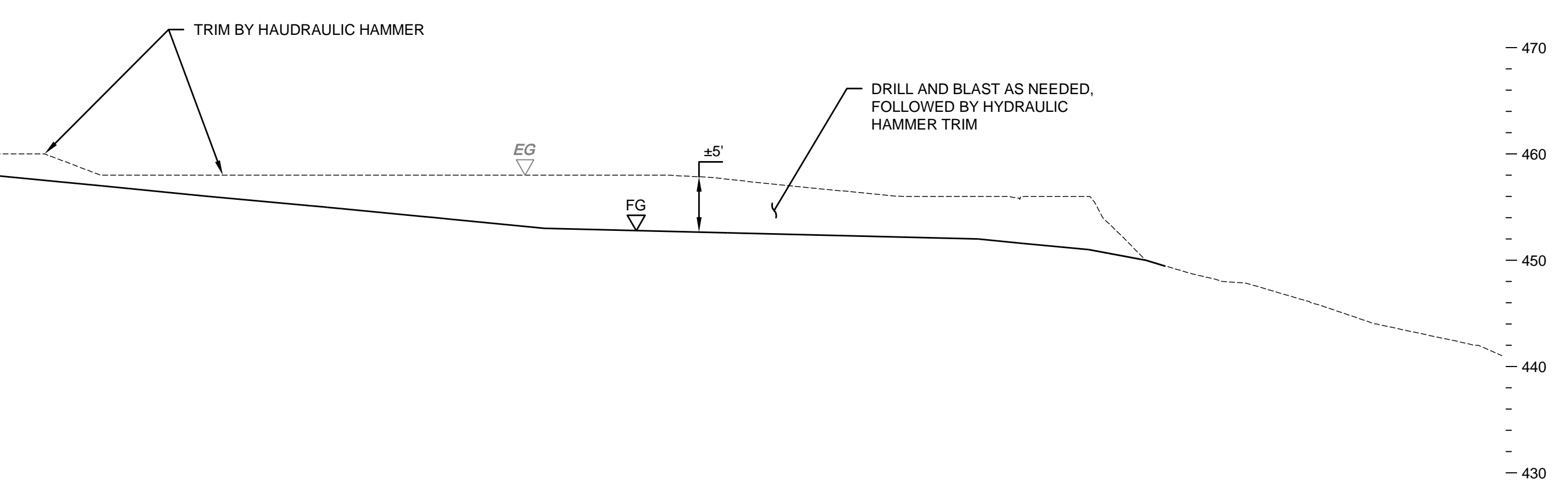
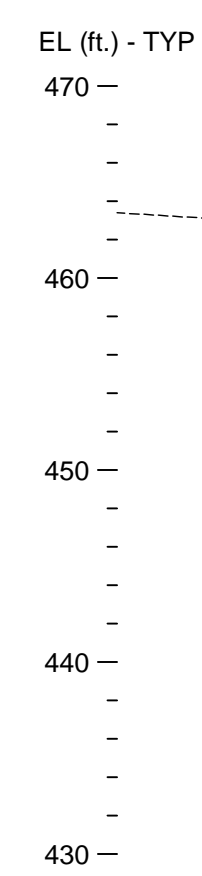
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NOTES

- ROCK DEBRIS FROM SPILLWAY CHANNEL TO BE HAULED TO (E) ON-SITE STOCKPILE (SHOWN ON SHEET D2.0).

1 PLAN



2 PROFILE

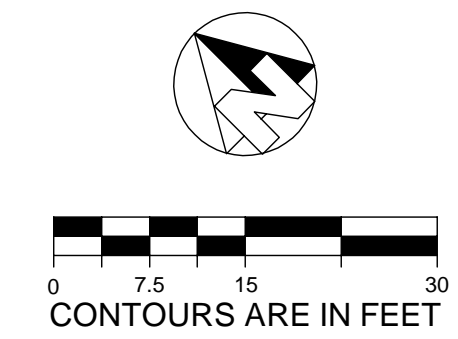
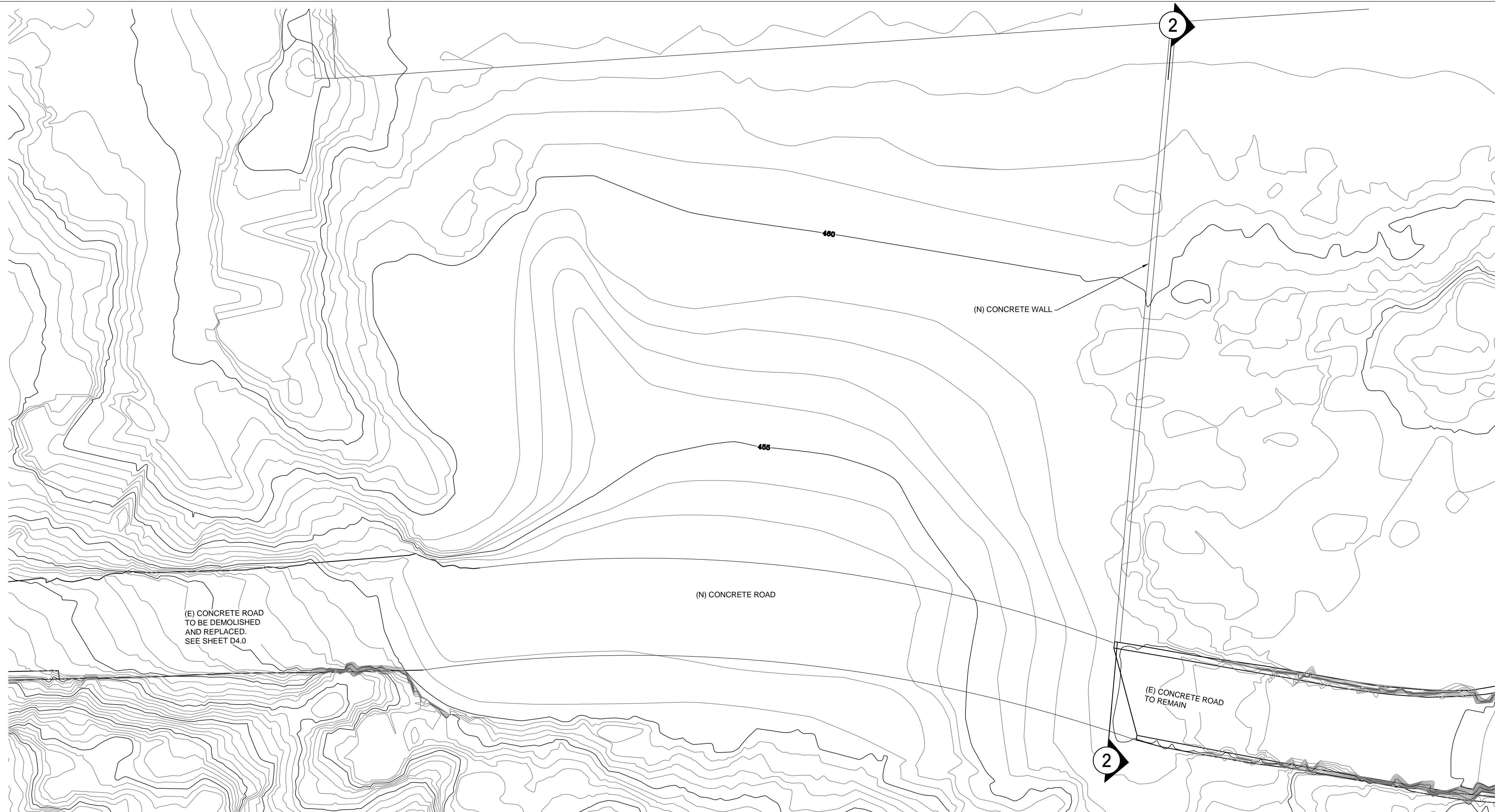


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REV#	DATE	BY	DESCRIPTION
TRI-DAM PROJECT			
TULLOCH DAM SPILLWAY			
SPILLWAY CHANNEL GRADING PLAN			
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JOB#: 4081-22002		DRAWN: KGM	
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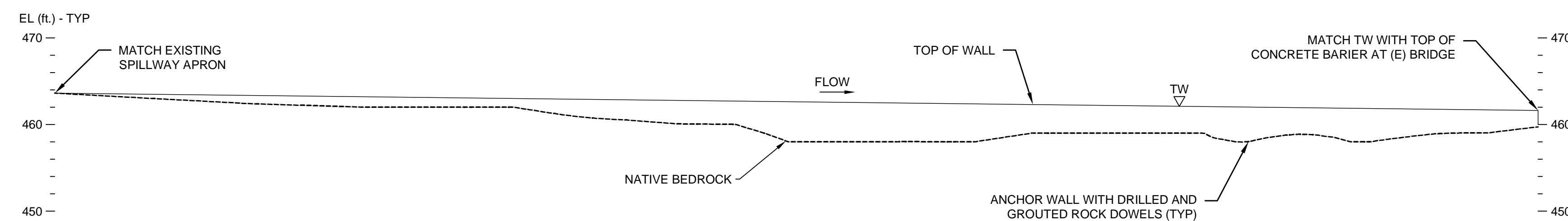
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1 PLAN

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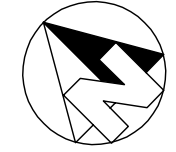
2 CONCRETE WALL PROFILE

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REV#	DATE	BY DESCRIPTION
TRI-DAM PROJECT		
TULLOCH DAM SPILLWAY		
SPILLWAY CHANNEL IMPROVEMENT PLAN		
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D3.1

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LAKE TULLOCH



CONTOURS ARE IN FEET

NOTES

1. CONCRETE DEBRIS TO BE OFF-HAULED AND DISPOSED AT AN APPROPRIATE OFF-SITE LOCATION.
2. SEE SHEET D5.0 FOR ROAD DEMOLITION DETAILS.

LEGEND

- REINFORCED CONCRETE TO BE DEMOLISHED
- REINFORCED CONCRETE TO BE EVALUATED FOR COMPETENCY.

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0		SWL	50% DESIGN

TRI-DAM PROJECT

TULLOCH DAM SPILLWAY

**ACCESS PLAN
DEMO PLAN**

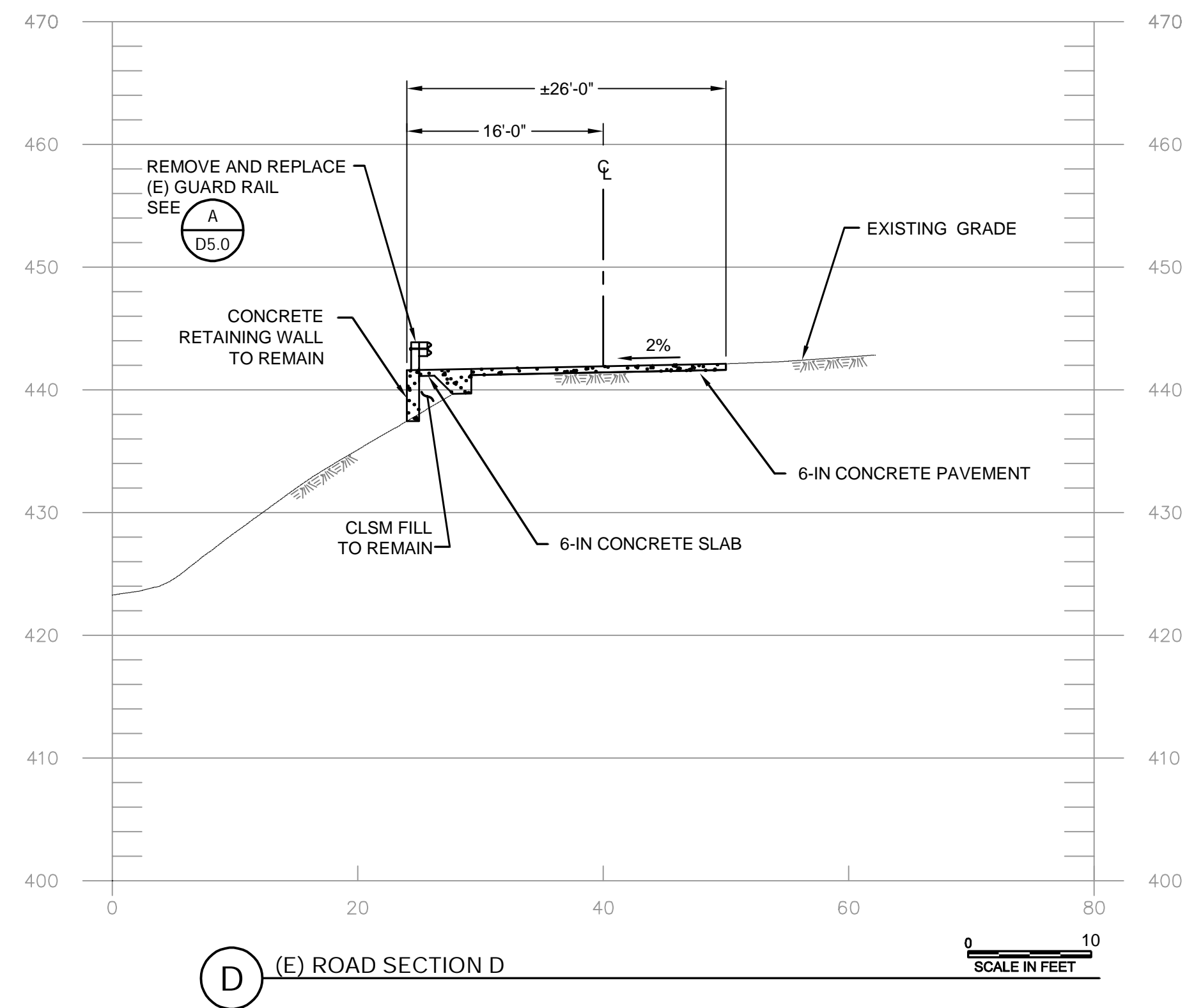
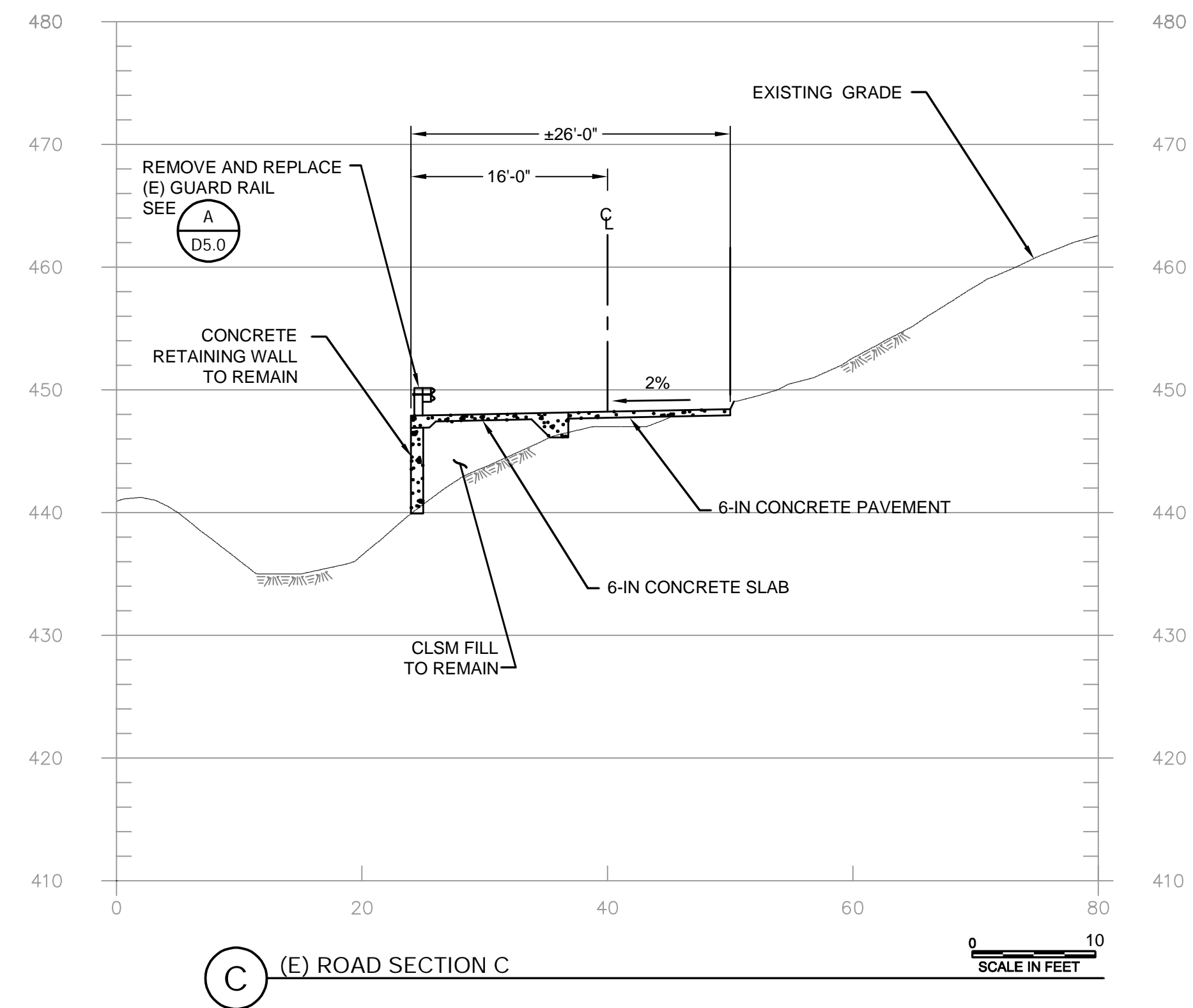
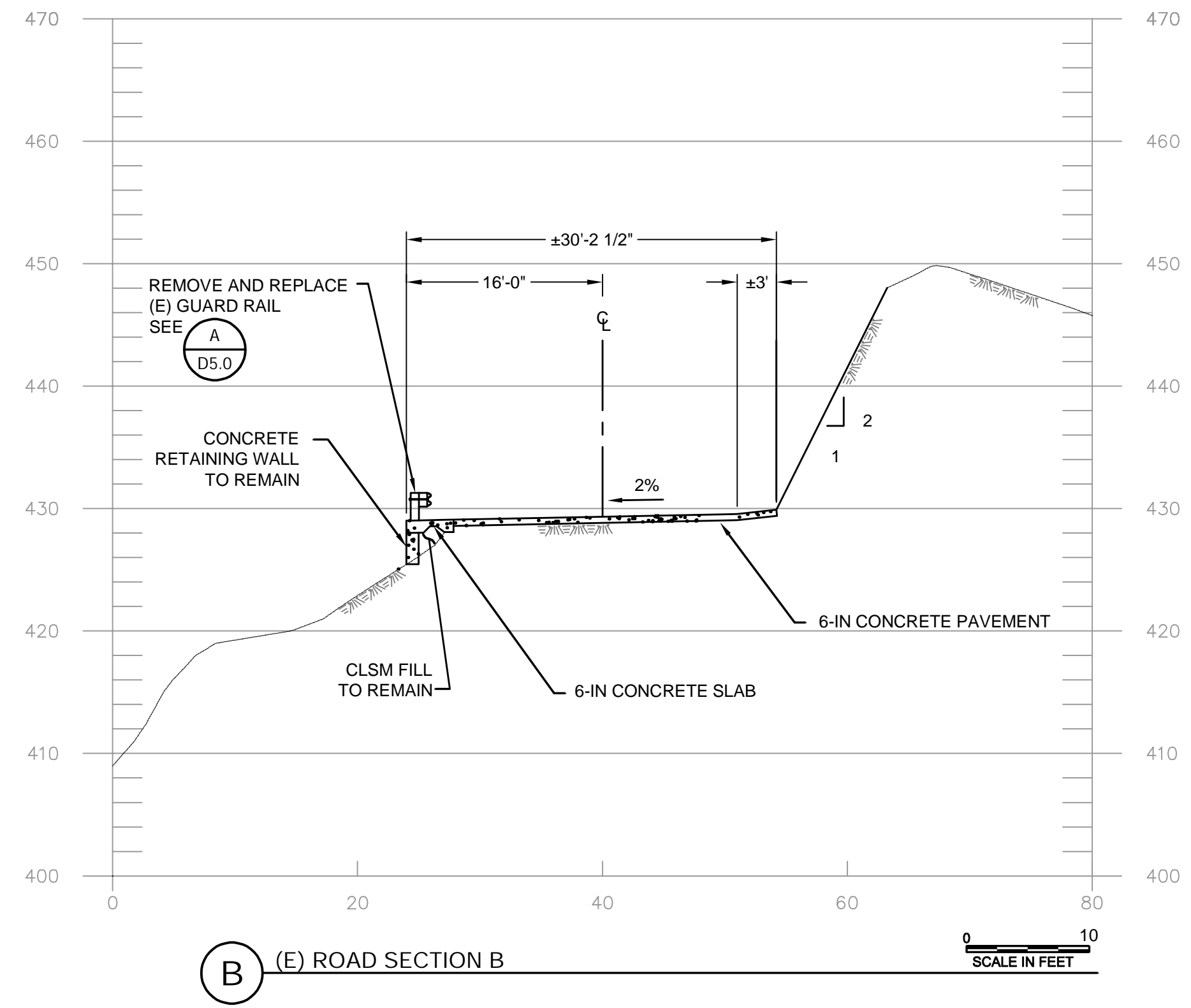
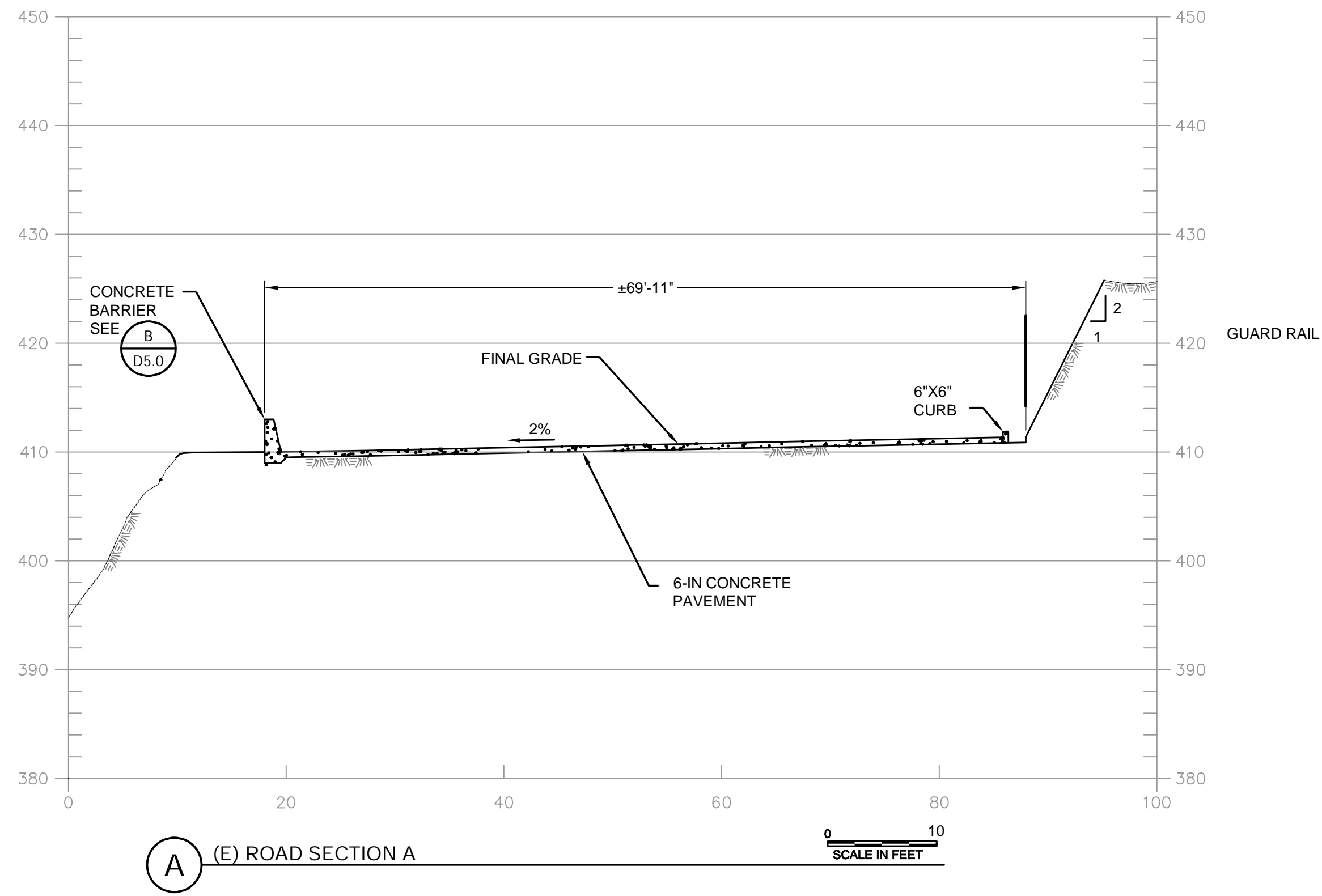
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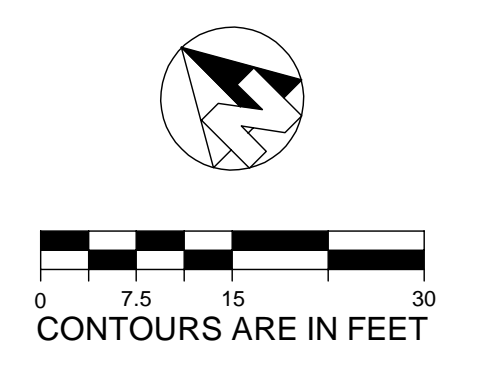
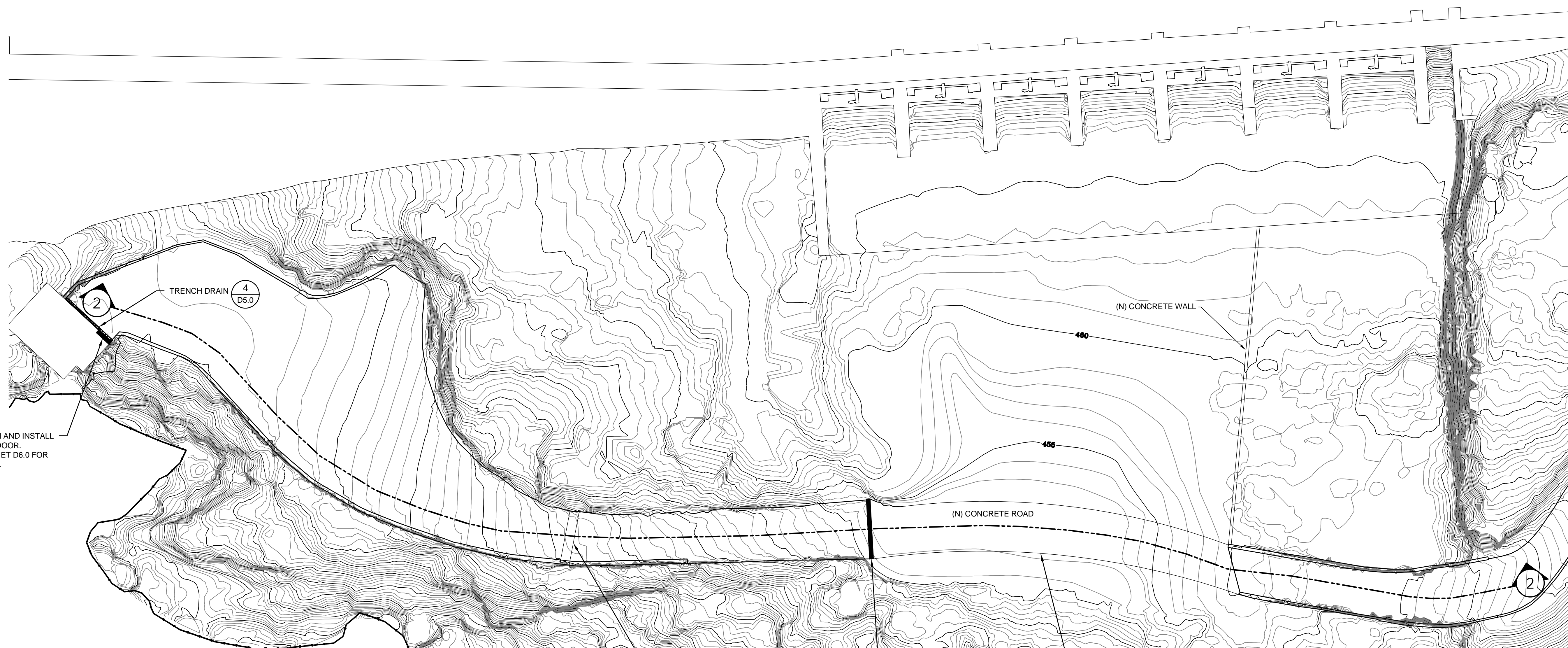
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0		SWL	50% DESIGN
REV#	DATE	BY	DESCRIPTION
TRI-DAM PROJECT			
TULLOCH DAM SPILLWAY			
ACCESS ROAD SECTIONS			
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CONSULTING GROUP		SONORA, CALIFORNIA	
An Employee Owned Company		95370	
JOB#: 4081-22002		DRAWN: KGM	
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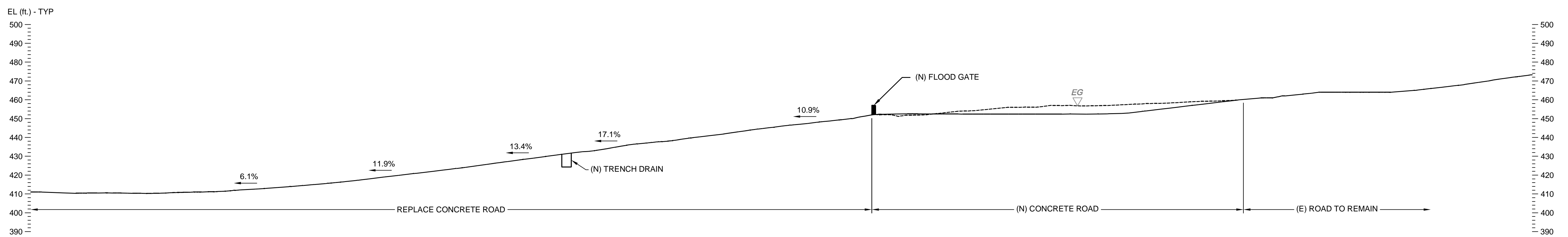
1 PLAN VIEW

(N) TRENCH DRAIN SEE 1 AND 2 D5.0

FURNISH AND INSTALL FLOOD GATE ELECTRICAL SERVICE YET TO BE IDENTIFIED. SEE SHEET D6.0 FOR EXAMPLES.

(N) RETAINING WALL AND ROAD. SEE 3 D4.2

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2 CONCRETE ROAD PROFILE

0		SWL	50% DESIGN
REV#	DATE	BY	DESCRIPTION
TRI-DAM PROJECT			
TULLOCH DAM SPILLWAY			
ACCESS ROAD IMPROVEMENT PLAN			
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EST. 1968		An Employee Owned Company	
JOB#:	4081-22002	DRAWN:	KGM
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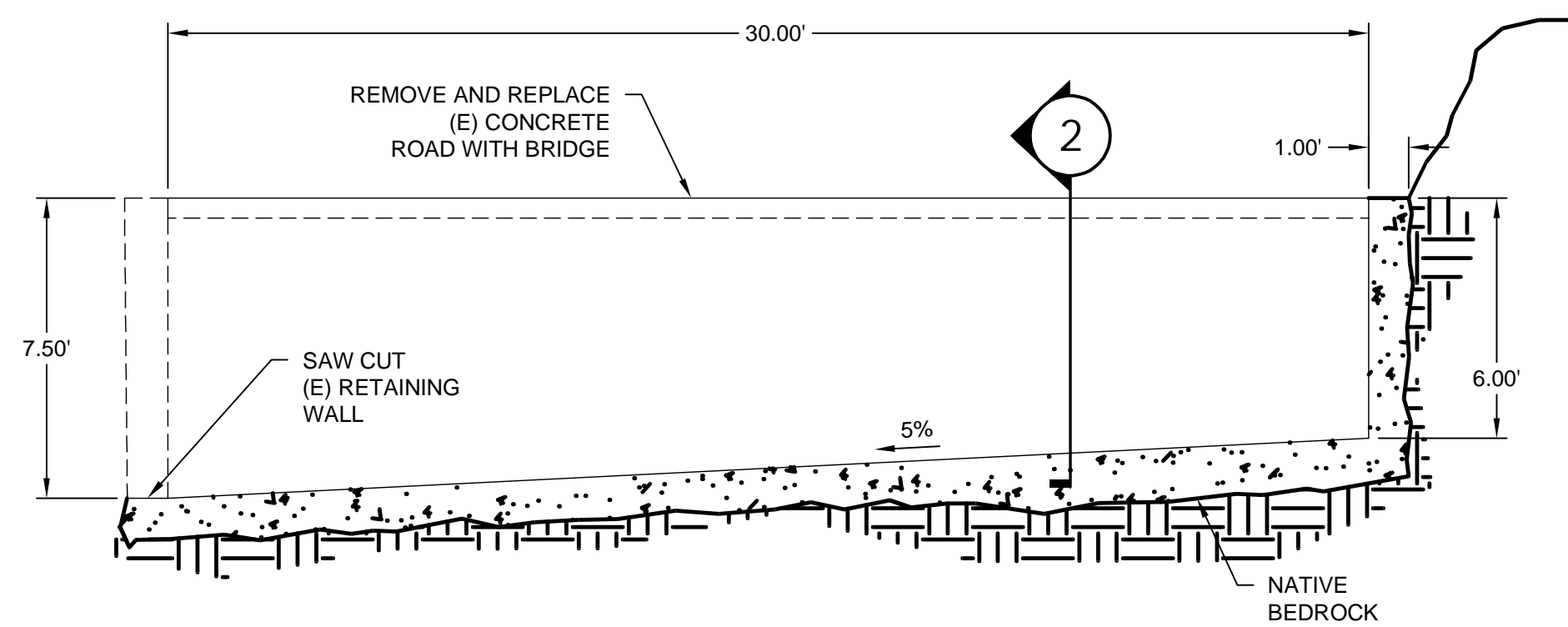
DWG
D4.2

DISCLAIMER: THIS PLAN REPRESENTS FEATURES FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT A LEGAL SURVEY AND IS NOT INTENDED FOR USE IN DETERMINING BOUNDARIES OR DIMENSIONS. ANY USE OF THIS PLAN FOR PURPOSES OTHER THAN LOCATION OF FEATURES IS DONE SO AT THE USER'S RISK AND WITHOUT THE CONSENT OF PROVOST & PRITCHARD. SEE CIVIL DOCUMENTS FOR LOCATION OF BOUNDARIES AND FEATURES.

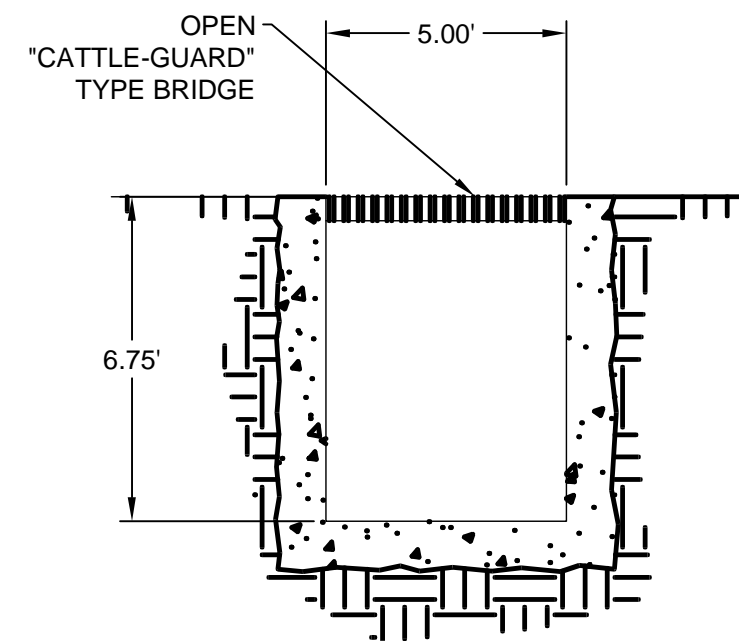
G:\Tri-Dam Project\4081\0408122002-Tulloch Spillway\300 CAD\340 Sheet Sets\02_Plans_Map\04.2 ACCESS ROAD IMPROVEMENT PLAN.dwg 3/2/23 04:30:15 PM kerm

NOTES

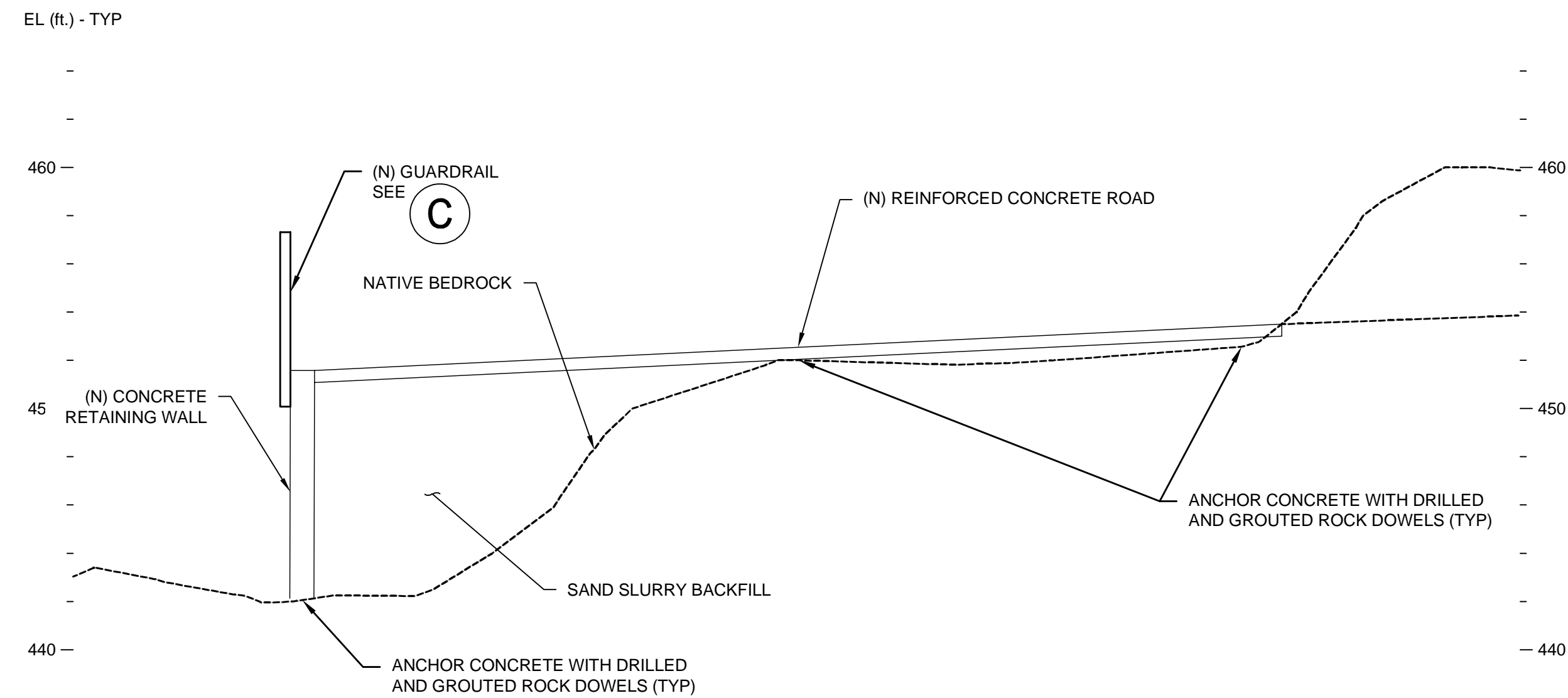
- REFER TO THE JUNE 2012 TULLOCH HYDROELECTRICAL PROJECT, THIRD UNIT ADDITION RECORD DRAWINGS FOR ROADWAY AND RETAINING WALL REINFORCEMENT DETAILS.



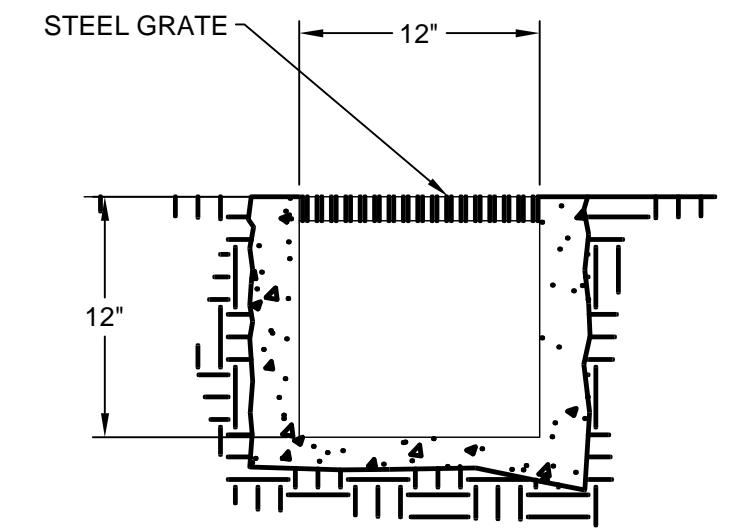
1 PROFILE OF TRENCH DRAIN
SCALE: N.T.S.



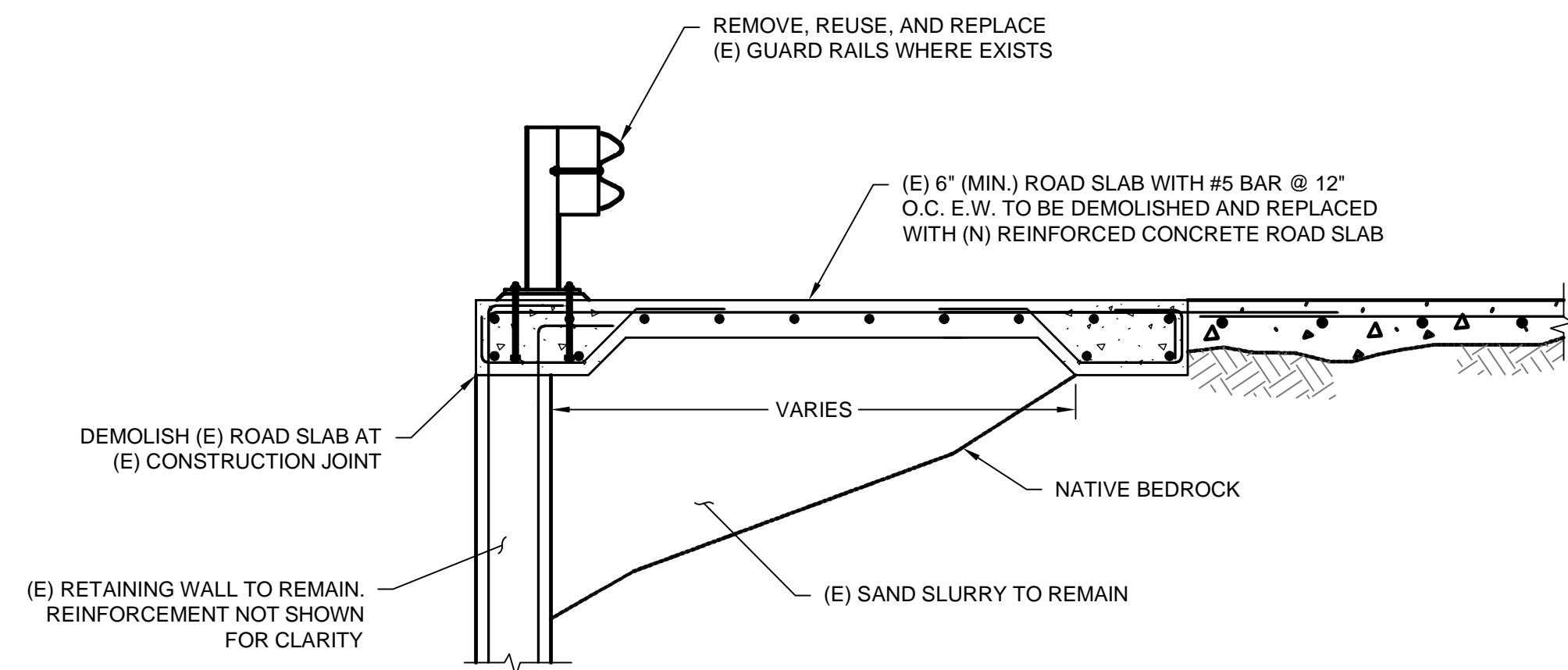
2 SECTION OF TRENCH DRAIN
SCALE: N.T.S.



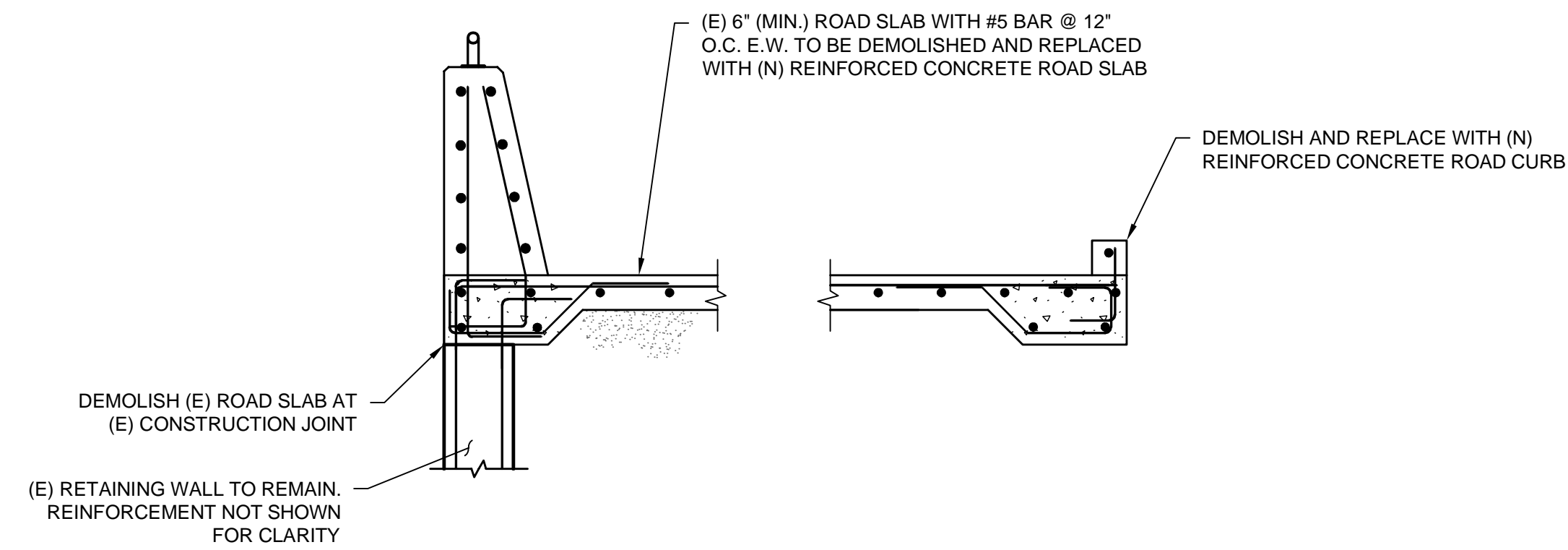
3 NEW RETAINING WALL AND ROAD
SCALE: N.T.S.



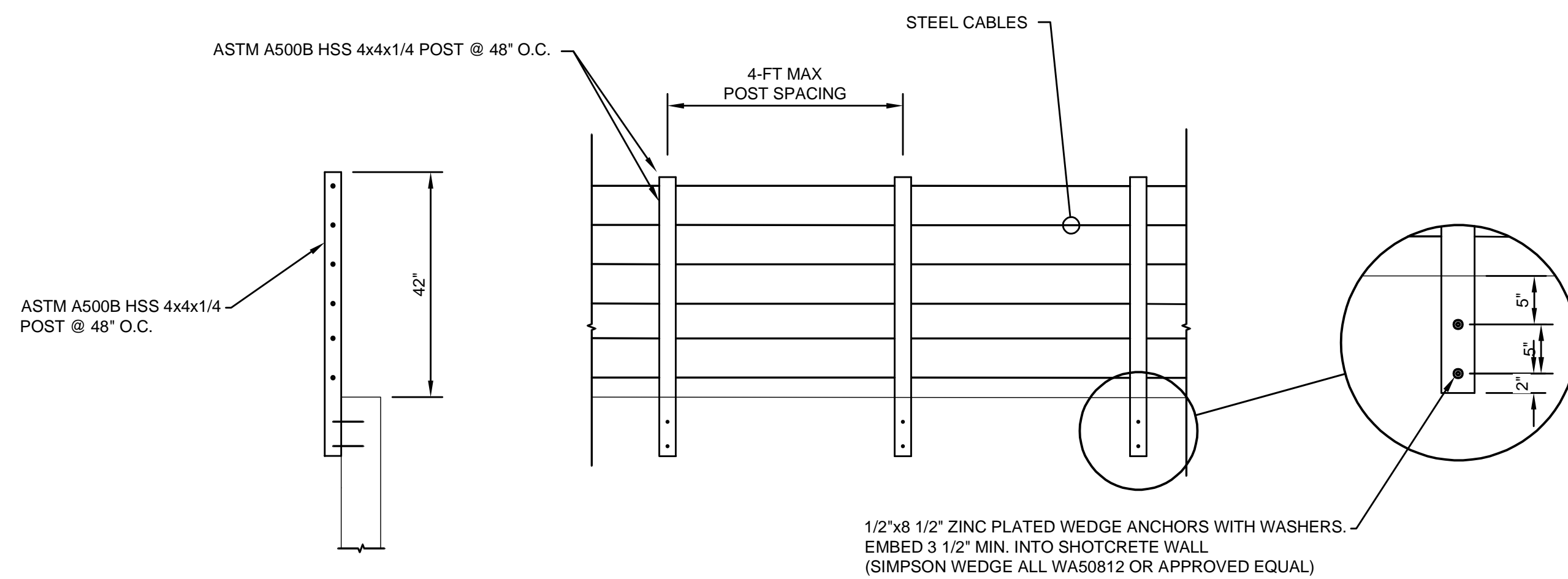
4 TRENCH DRAIN AT POWERHOUSE
SCALE: N.T.S.



A GUARDRAIL - ACCESS ROAD DEMO AND REPLACE
DETAIL SCALE: N.T.S.



B CONCRETE BARRIER - ACCESS ROAD DEMO AND REPLACE
DETAIL SCALE: N.T.S.



C GUARDRAIL
SCALE: N.T.S.

PRELIMINARY
03.03.2023
FOR PLAN REVIEW ONLY
NOT FOR CONSTRUCTION

REV#	DATE	BY	DESCRIPTION
0		SWL	50% DESIGN

TRI-DAM PROJECT

TULLOCH DAM SPILLWAY

ACCESS ROAD DETAILS

<p>EST. 1968</p> <p>PROVOST & PRITCHARD</p> <p>CONSULTING GROUP</p> <p>An Employee Owned Company</p>	<p>19969 GREENLEY ROAD SUITE J SONORA, CALIFORNIA 95370 PH: (559) 448-2700 FAX: (559) 448-2715 https://provostandpritchard.com</p>	<p>DWG</p> <p>D5.0</p>
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JOB#: 4081-22002 DRAWN: KGM SCALE: AS SHOWN
PRINTED: CHECKED: SWL

DESIGN



SIZES

- Single aluminum Lift-Hinged Gates are available up to 14.7 ft wide and 6ft high.
- Double gates are available with demountable central posts for flood situations up to 30 ft wide.
- Steel flood gates can be made to any size – our largest to-date is 21 ft wide by 14.4 ft high.

CONFIGURATIONS

- Lift-Hinged Gates operate over a level threshold and are able to seal against any level flat surface.
- Gates can be integrated into glass barrier systems.
- Gates can be integrated with stop-log barriers for large openings over 15 ft.

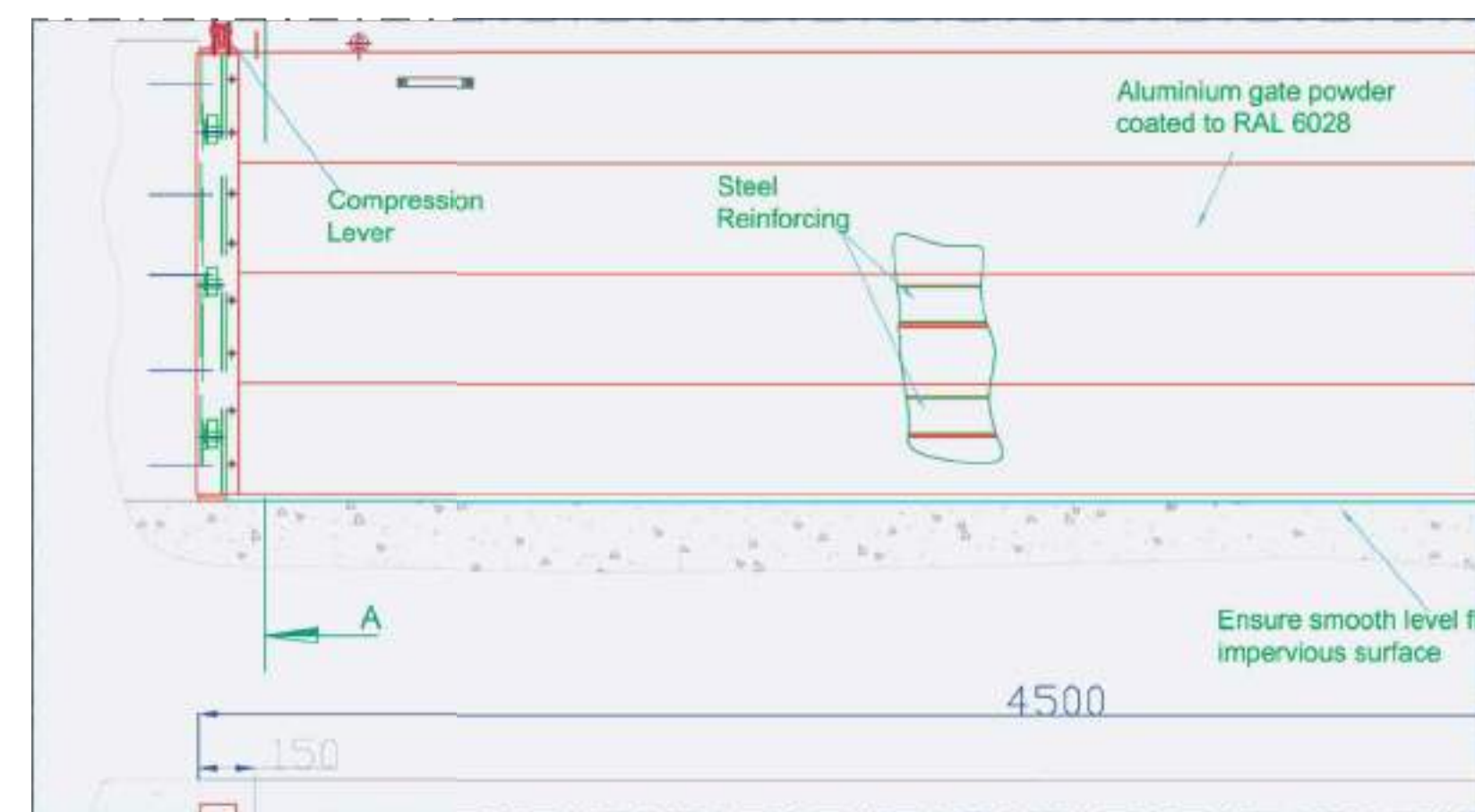


INSTALLATION

Gates require adequate walls either side and a flat surface to seal against. High compression gaskets enable Lift-Hinged Gates to operate on a variety of surface finishes.



BESPOKE CAD DRAWINGS



PRELIMINARY

03.03.2023

*FOR PLAN REVIEW ONLY
NOT FOR CONSTRUCTION*

REV#	DATE	BY	DESCRIPTION
0		SWL	50% DESIGN

TRI-DAM PROJECT	
TULLOCH DAM SPILLWAY	
EXAMPLE FLOOD GATES	

EST. 1968	19969 GREENLEY ROAD SUITE J SONOMA, CALIFORNIA 95370 PH: (559) 448-2700 FAX: (559) 448-2715 https://provostandpritchard.com	DWG D6.0
PROVOST & PRITCHARD CONSULTING GROUP <i>An Employee Owned Company</i>		
JOB#: 4081-22002	DRAWN: KGM	SCALE: AS SHOWN
PRINTED:	CHECKED: SWL	

GENERAL MANAGER BOARD REPORT
Summer Nicotero
March 16, 2023

1. We are finalizing our FERC Part 12D recommendations as a result of the final inspection observations. A calendar of timelines to complete each item noted in the inspection reports has been confirmed as we prepare to notify FERC of our intended actions to address each recommendation. Some items are routine and relatively simple while others will be more involved and may require support from consultants. We do anticipate addressing all the recommendations by the spring of 2024 barring any major weather events or unforeseen circumstances.
2. I attended a FEMA/ CalOES briefing regarding the disaster declaration related to the storms in December/January. The rock slide appears to fit very clearly into the FEMA assistance Category A Debris Removal. We will be moving forward with the application process to enable Tri Dam to pay for the rock slide removal under a small project within the FEMA declaration. In addition, the briefing included information regarding additional opportunities to receive grant funds for mitigation measures. I will be exploring this program further to determine if the Beardsley spillway rockfall prevention project fits within the parameters of the program. Both of these programs provide 75% funding from FEMA and 25% of the remaining balance from the state. This brings the Tri Dam cost to 6.25% of the entire project.
3. I will be meeting with our insurance broker, Alliant, in the coming weeks to walk through our renewal strategy. We have a scheduled on-site risk assessment April 24 and 25th that we are preparing for.
4. We conducted Operator interviews last week and are in the process of hiring two candidates to fill our vacant positions.
5. The weather has delivered tremendous amounts of snow which we happily store on the mountainsides until Spring. However, I write this prior to a warm front forecast in the coming days. We have staff ready to patrol throughout the storm and are prepared for the significant snow melt this could trigger. I hope to report next week that everything went well and we all arrived home safely every day. In any event, we are working on contracting with a helicopter pilot to fly in staff to Donnells. We haven't been able to access this site due to the snow and need to perform maintenance and snow removal to ensure our communication systems are functioning properly.
6. While we all have seen the news or experienced first-hand the effects of the storms this year, I wanted to make sure to take a moment to recognize the efforts of the Tri Dam team. There has been more snow plowing, snow-shoeing, snow shoveling, and maintenance work done in these few months than I think anyone has seen in a long time. The staff has worked tirelessly, responding to calls, getting work done, and making every effort to remain safe. I truly appreciate the hard work and dedication of this team. Everyone shows up each day ready to work and tackle whatever comes their way. It is an honor to support such a great team.

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT

Chris Tuggle

Mar 16, 2023

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	10,285	(11,319)
Beardsley	74,196	(4,109)
Tulloch	57,658	1,260
New Melones	1,097,525	110,988

Outages:

Plant	Dates	Duration	Cause
SPH	March 1	19:00Min	Requested shut down from SVP
BPH	March 1	26:00Min	Requested shut down form SVP

Operations Report:

New Melones Inflows:

Total inflows for water year 22/23 as of February 28: 574,180 A/F.

District Usage:

Total District usage for the water year 22/23 as of February 28: 23,620 A/F.

Precipitation:

Total precipitation for the month of February was 5.43 inches.

Other Activities:

1. Safely completed multiple LOTO for the Tulloch's Unit 3 Annual Maintenance.
2. Divers took core sample at Goodwin Dam for the tunnel project.
3. Daily and weekly inspections.
4. P&P and TDP met to discuss Goodwin elevations during flood conditions.
5. Reviewed applications for Power Plant Operators.
6. No plant forced outages for February.

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT

Chris Tuggle

Mar 16, 2023

MAINTENANCE:

Donnell:

1. Equipment in service.

Beardsley:

1. Equipment in service.

Sandbar:

1. Equipment in service.

Tulloch:

1. Units 1 & 2 Equipment in service.
2. Unit 3 Annual Maintenance.
3. Tulloch Unit 3 Annual Maintenance was extended from February 23rd to March 1st for troubleshooting a communication issue with the PLC. We hired Factory Technologies to assist in troubleshooting the failed communication, and the technician discovered a configuration problem in the managed switch. The necessary changes were made, and communications were restored to the PLC. The unit was back in service on March 1st.
4. Generator.
 - a. Cleaned brush ring.
 - b. Inspected the equipment.
 - c. Performed insulation resistance test.
 - d. Changed the bearing oil.
5. Turbine.
 - a. Measured wicket gate clearances.
6. Installed the new sewer ejection system for the powerhouse.
7. The tech team and electrician pulled mule tape in the electrical conduit for future fiber to the Tulloch Dam Cottages.

Misc.:

1. PG&E Forced Outage
 - a. Due to all the snow, PG&E requested us to bring DPH, BPH, and SPH offline so their contractor could cut a hazard tree down before it fell into the Miwuk substation equipment. The desk operator phoned the necessary contacts to get approval for the outage. During this event, we received a call from SVP to shut down the units due to falling power prices. The shift operator shut down the generators at SVP's request. The hazard tree was removed, and the SPH and BPH powerhouses were restored and returned to service. The units were offline for approximately 26 minutes.
2. Snow Plowing.
 - a. 1967 Snow blower broke an axle.
 - i. We could not find a replacement axel, so our powerhouse mechanic and machinist welded and machined the axel to specs and reinstalled the axel. The Snow Blower is back in service.

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT

Chris Tuggle

Mar 16, 2023

3. Vehicle and equipment repairs.
 - i. New CARB regulation requires us to smog any diesel truck with a GVWR of 14k lbs. to have a smog check twice a year. Our Equipment Mechanic took the test and got certified to perform the required checks on our trucks. We will order the software and cables needed to complete the smog checks.
 - ii. Utility Truck 18-1 vehicle accident while driving into the General Managers site access. The equipment mechanic was out plowing snow during the day and headed back to the Strawberry Office at the end of his shift. When he turned into the GM's driveway, his truck slid due to the ice and snow building up on the asphalt. He tried to correct his course to avoid accidents, but the truck's weight was too much to stop once he started sliding. Thank goodness there were no injuries due to the accident. The equipment mechanic filled out an accident report, and the information was given to the office staff to notify the insurance company. The damage to the truck needs to be assessed by an autobody collision repair shop to determine the repairs.

Future Projects:

1. Peeled Onion rockslide.
2. Beardsley gate 1 trunnion pin.
3. Division communications tower.
4. Donnells E-Gen replacement.
5. Goodwin E-Gen replacement.
6. Donnells solar power.

BEARDSLEY PRECIPITATION

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	3.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30
2022-23	0.00	0.29	2.27	0.02	3.83	12.65	21.85	5.43	0.61	0.00	0.00	0.00	46.95 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.15	5.65	3.38	1.87	0.62	38.60
2021-22 +/-	(0.15)	0.08	1.53	(2.21)	(0.87)	6.47	15.11	(0.72)	(5.04)	(3.38)	(1.87)	(0.62)	8.35

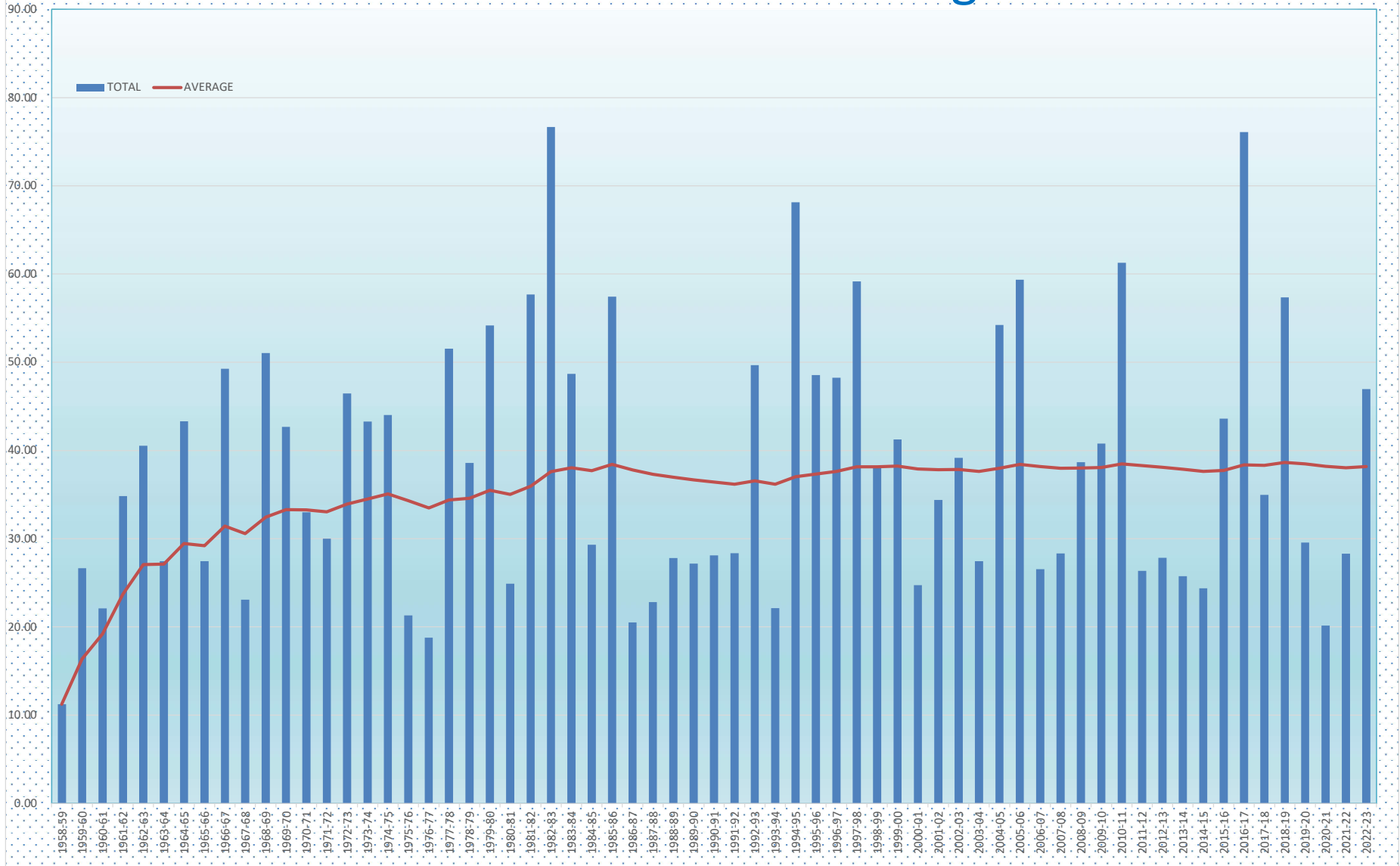
ANNUAL AVERAGE **38.60**

INCHES +/- ANNUAL AVERAGE **8.35**

PERCENT OF ANNUAL AVERAGE **122%**

Updated as of 6-Mar-23

Historical Rain VS Average



March 1, 2023	DRAINAGE AREA SQ. MILES	DRAINAGE AREA ACRES	WATER IN FEET	WATER CONTENT AC-FT	RECOVERY AT 75%	RECOVERY AT 70%	RECOVERY AT 65%	RECOVERY AT 60%	RECOVERY AT 55%	RECOVERY AT 50%
NO. FORK NEAR AVERY	163	104,320	5.330	556,026	417,019	389,218	361,417	333,615	305,814	278,013
SO. FORK	67	42,880	5.330	228,550	171,413	159,985	148,558	137,130	125,703	114,275
MIDDLE FORK AT DONNELLS	230	147,200	5.330	784,576	588,432	549,203	509,974	470,746	431,517	392,288
MIDDLE FORK AT BEARDSLEY	309	197,760	5.330	1,054,061	790,546	737,843	685,140	632,436	579,733	527,030
TOTAL		344,960		1,838,637	1,378,978	1,287,046	1,195,114	1,103,182	1,011,250	919,318
MELONES DRAINAGE AREA	904	578,560					MELONES INFLOW TO DATE	574,180	March 1, 2023	
							PROJECTED SNOW RUNOFF (65% RECOVERY)	1,195,114	Projected April to July runoff	
STORAGE ON March 1, 2023	MAX STOR	DIFFERNCE					UPSTREAM STORAGE RETENTION	50,000		
NEW MELONES	1,097,525	2,419,523	(1,321,998)				PROJECTED MELONES INFLOW	1,719,294		
DONNELLS	10,285	64,325	(54,040)							
BEARDSLEY	74,196	97,802	(23,606)							
NEW SPICER	62,386	189,000	(126,614)							
TOTAL	146,867	351,127	(204,260)							

REGULATORY AFFAIRS BOARD REPORT

Susan Larson

March 16, 2023

FERC Compliance

- Hells Half Acre Road. Provost & Pritchard has completed the final road improvement plans. Final mitigation reports for the cultural resources are nearing completion with all approvals in place by March 2023. Tri-Dam had a teleconference with the USFS on March 7, 2023 to review the plans in final form prior to submittal. One minor revision (addition of a roadway sign) was requested, and plans will be formally submitted by March 9, 2023. The goal will be to have the project fully approved so that the project can be circulated for bid in early 2023, for construction in the summer/early fall of 2023.
- Non-Capacity Amendment for the Beardsley Name Plate. A draft submittal was made to FERC, in advance of formal filing. FERC had no comments on the submittal, so the formal map exhibits are being reviewed, and updated where needed. Filing should be made by the end of March, 2023.
- The Twelfth Part 12D inspection reports were filed with FERC on January 31, 2023. Submittal of the Plan & Schedule for completion of the recommendations of the Independent Consulting Engineer is due to be filed with FERC by March 31, 2023, thus staff is working to compile the list of items and a proposed schedule.
- Work on a number of dam safety related items including coordination of various dam safety follow up items with Operations staff including DSSMRs (Dam Safety Surveillance and Monitoring Reports), along with EAP (Emergency Action Plan), and ODSP (Owner's Dam Safety Program) for minor updates to agency contacts.
- Tulloch 5 Year invasive species update. Currently working on draft report, for submittal to required agencies for a 30-day review and submittal to FERC in April 2023.
- Tulloch Day Use Site. KW Emerson has a number of correction list items that are to be scheduled, but several are weather dependent. Meeting with County staff to discuss list of items necessary to finalize the project and public opening. Completion of the project is a top priority.
- Tri-Dam Power Authority. (Sand Bar Projects—P&P Contract Administration Support). As noted during last month's Board meeting, a separate PSA with P&P was requested, and has been received. Although it was originally anticipated to be brought to the Board, the actual proposal is \$11,000.00 and falls within the General Manager's Authority. Although it does not require Authority Board action, this PSA will be executed in accordance with the standard Counsel approved PSA template. Work to be performed under this PSA will be for the Sand Bar Power Pole Replacement Project.

Permit and Other Assignments

Work on permits, site reviews and compliance questions for various properties at Tulloch. Respond to daily inquiries from the public. Permits, inspections and file documentation.

- Tulloch compliance matters, as required.
- Working on pending litigation matters, as required.



Tri-Dam Project Generation & Revenue Report 2023

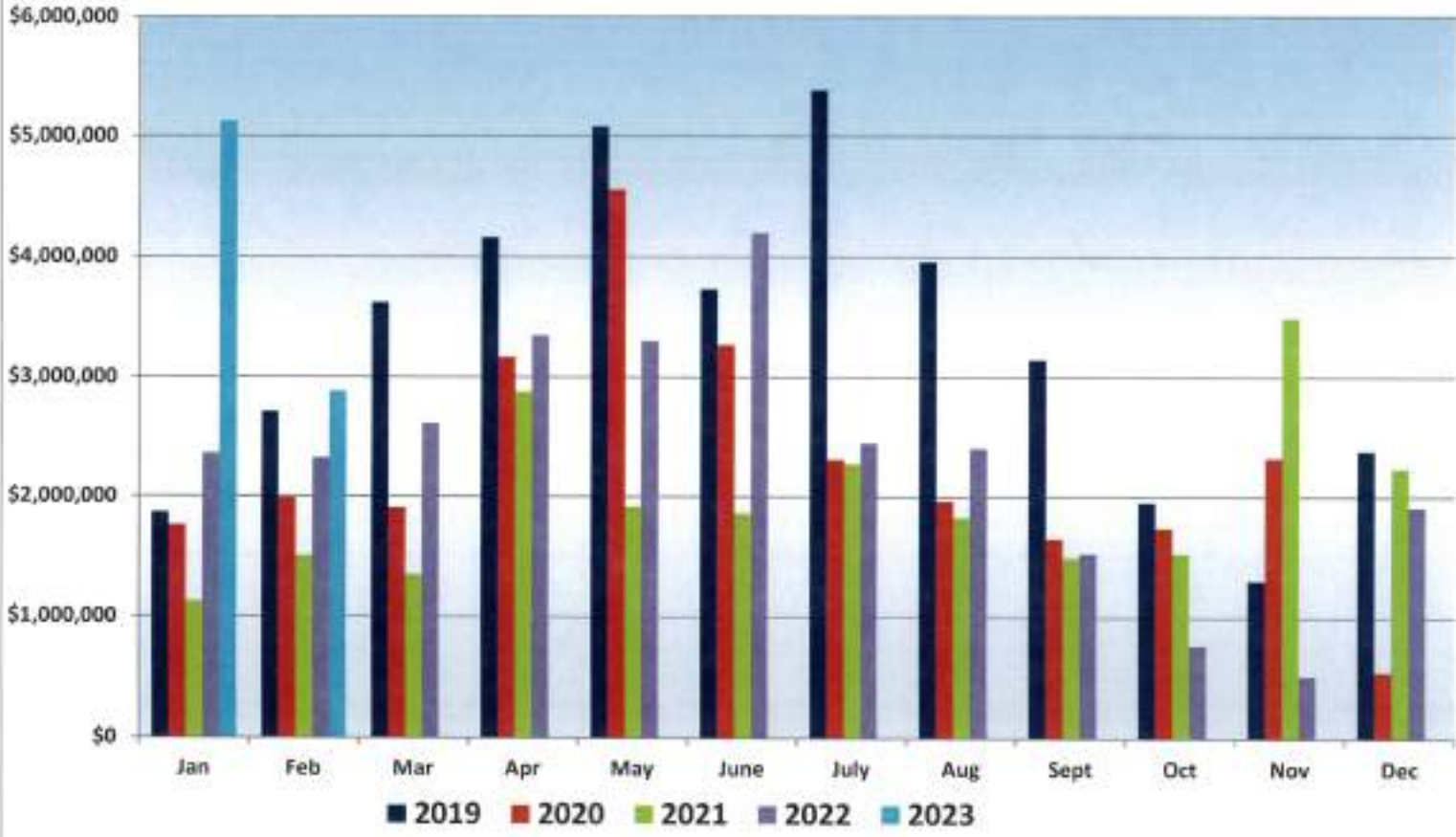
	Donnellis				Beardsley			Tulloch			Project Total		
	Average Generation (1958-2018) (kWh)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018) (kWh)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018) (kWh)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018) (kWh)	2023 Net Generation (kWh)	2023 Energy Revenue
JAN	17,389,989	50,302,120	-	\$4,024,171	3,150,048	8,075,579	\$616,016	1,271,005	5,887,702	\$453,410	24,811,322	64,045,400	\$5,123,632
FEB	17,228,608	26,972,429	-	\$2,157,794	2,927,753	7,428,960	\$594,317	5,021,915	1,668,267	\$133,481	25,182,274	38,059,617	\$2,885,573
MAR	23,070,659	-	-	\$0	3,564,274	-	\$0	7,580,681	-	\$0	34,225,623	-	\$0
APR	31,686,865	-	-	\$0	4,717,464	-	\$0	10,811,027	-	\$0	47,215,350	-	\$0
MAY	41,716,149	-	-	\$0	6,799,593	-	\$0	12,131,040	-	\$0	59,140,782	-	\$0
JUN	42,595,036	-	-	\$0	8,038,070	-	\$0	17,084,816	-	\$0	60,975,928	-	\$0
JUL	36,444,468	-	-	\$0	6,829,514	-	\$0	13,005,174	-	\$0	65,683,154	-	\$0
AUG	27,560,740	-	-	\$0	6,769,748	-	\$0	11,608,293	-	\$0	45,736,781	-	\$0
SEP	20,111,167	-	-	\$0	5,773,523	-	\$0	9,577,620	-	\$0	33,017,310	-	\$0
OCT	12,743,535	-	-	\$0	3,752,750	-	\$0	4,664,124	-	\$0	21,159,879	-	\$0
NOV	12,342,687	-	-	\$0	2,794,775	-	\$0	2,487,258	-	\$0	17,325,018	-	\$0
DEC	14,354,691	-	-	\$0	3,713,820	-	\$0	3,288,792	-	\$0	21,357,513	-	\$0
Total	285,414,092	77,274,548	-	\$5,181,954	54,898,007	15,504,538	\$1,240,363	95,398,542	7,338,969	\$586,878	446,712,540	100,115,057	\$8,008,205

Note: Price per kWh is \$80.00

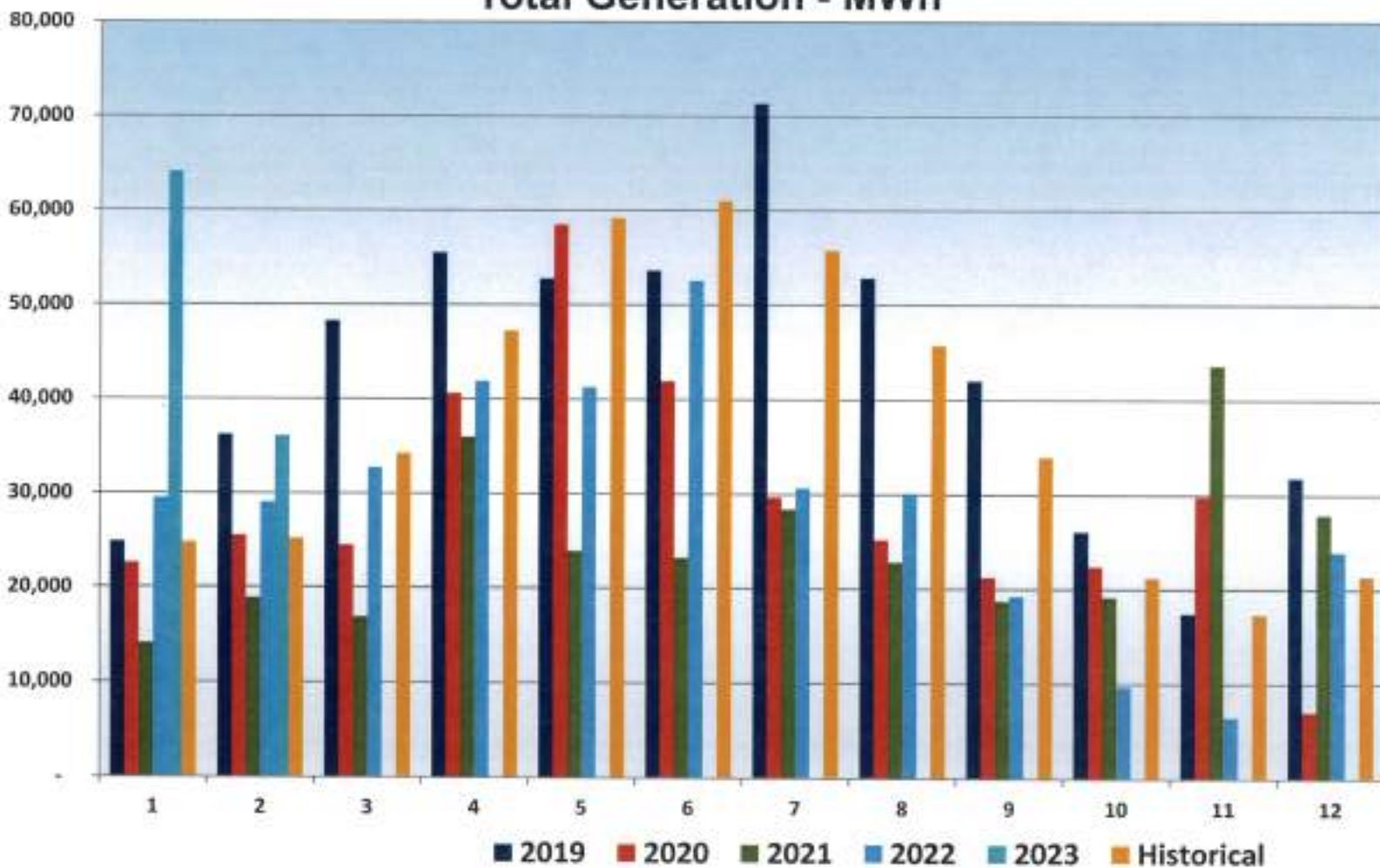
Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	17,025,894	\$930,072	\$0	\$930,072
FEB	3,946,606	10,535,718	\$847,657	\$0	\$847,657
MAR	5,290,014	-	\$0	\$0	\$0
APR	6,873,822	-	\$0	\$0	\$0
MAY	6,065,189	-	\$0	\$0	\$0
JUN	6,750,023	-	\$0	\$0	\$0
JUL	9,133,101	-	\$0	\$0	\$0
AUG	6,560,581	-	\$0	\$0	\$0
SEP	6,928,265	-	\$0	\$0	\$0
OCT	4,898,344	-	\$0	\$0	\$0
NOV	2,947,604	-	\$0	\$0	\$0
DEC	5,551,123	-	\$0	\$0	\$0
Total	75,611,948	22,221,603	\$1,777,729	\$0	\$1,777,728

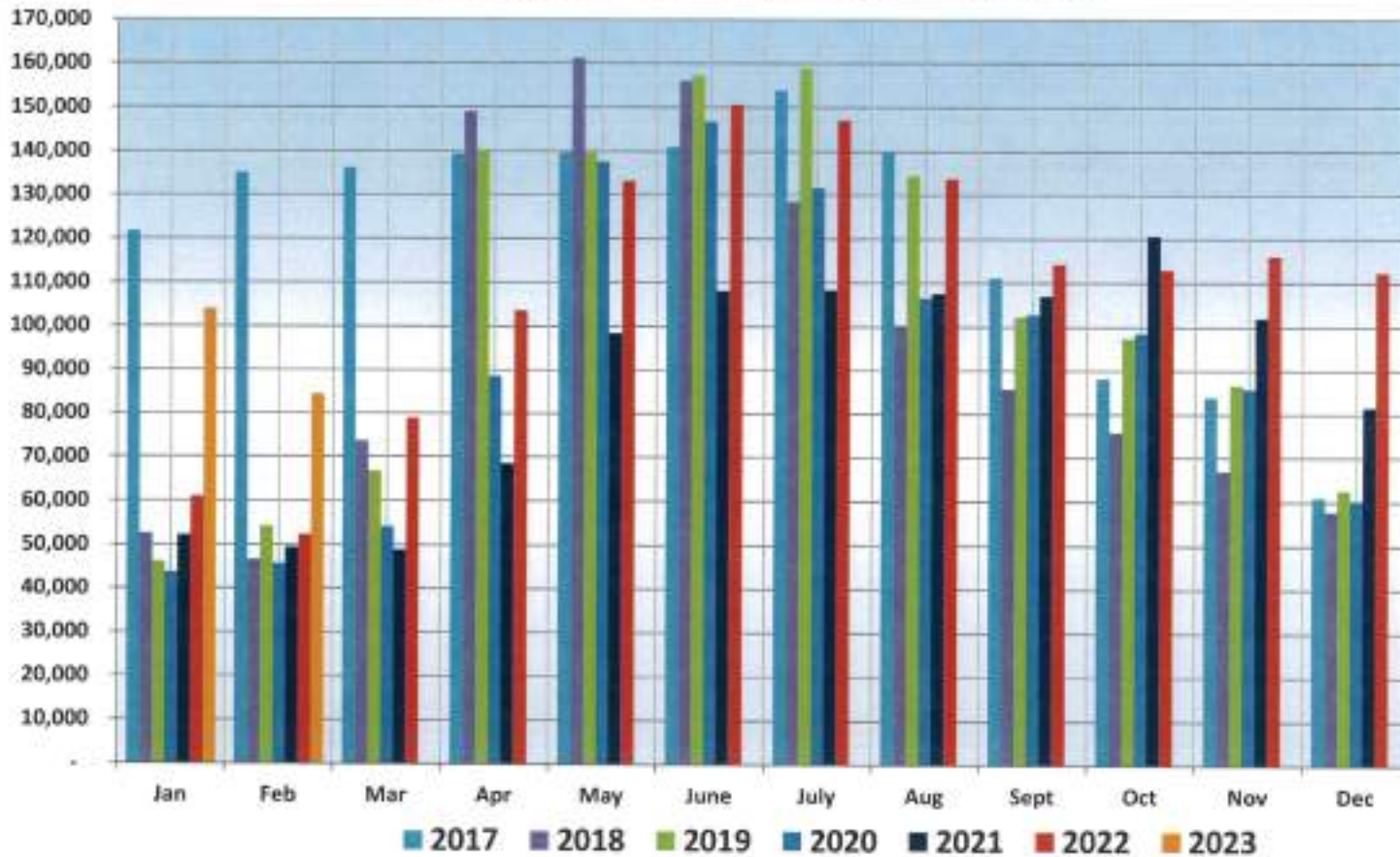
Tri-Dam Project Generation Revenue



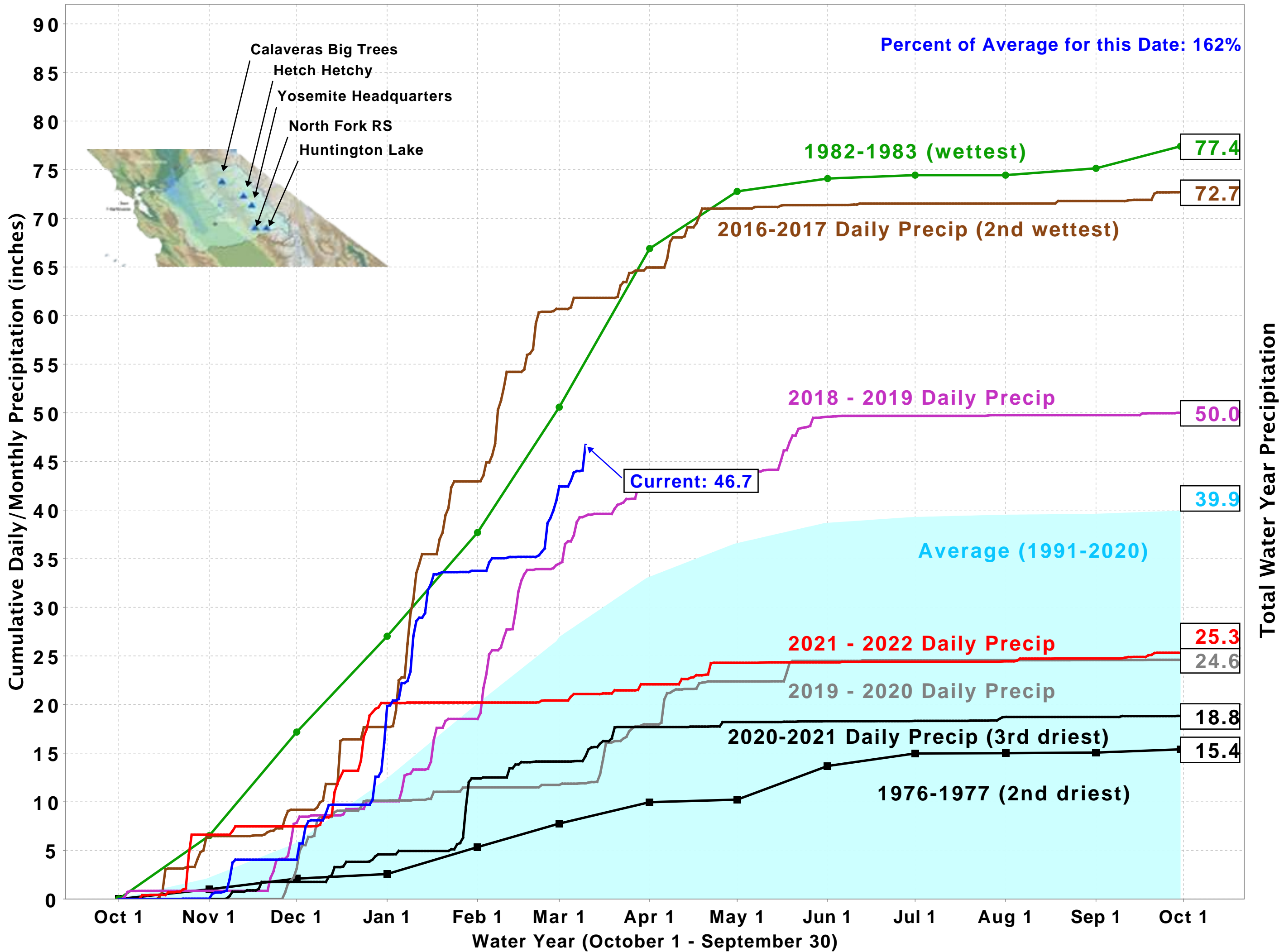
Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnell's & Beardsley



San Joaquin Precipitation: 5-Station Index, March 10, 2023



[./index.html](#)

B-120 WATER SUPPLY FORECAST SUMMARY

UNIMPAIRED FLOW FOR - March 2023

(Provisional data, subject to change)

Report generated: March 08, 2023 13:10

APRIL-JULY FORECAST SUMMARY (IN THOUSANDS OF ACRE-FEET)

HYDROLOGIC REGION WATERSHED	APRIL-JULY FORECAST	PERCENT OF AVERAGE	80% PROBABILITY RANGE		
			90%	I	10%
NORTH COAST					
Trinity River at Lewiston Lake	830	128		570	1,340
Scott River near Fort Jones	176				
SACRAMENTO RIVER					
Sacramento River above Shasta Lake	390	126			
McCloud River above Shasta Lake	390	101			
Pit River above Shasta Lake	920	93			
Total Inflow to Shasta Lake	1,780	101		1,200	2,800
Sacramento River above Bend Bridge	2,320	94		1,470	3,920
Feather River at Oroville	2,540	149		1,620	4,000
Yuba River near Smartville	1,540	155		1,030	2,220
American River below Folsom Lake	2,060	165		1,390	2,760
SAN JOAQUIN RIVER					
Cosumnes River at Michigan Bar	240	180		140	475
McKelumne River Inflow to Pardee	850	181		620	1,080
Stanislaus River below Goodwin Res	1,390	199		990	1,840
Tuolumne River below La Grange	2,350	192		1,890	3,070
Merced River below Merced Falls	1,300	207		1,040	1,760
San Joaquin River inflow to Millerton Lk	2,640	215		2,120	3,410
TULARE LAKE					
Kings River below Pine Flat Res	2,670	222		2,210	3,400
Kaweah River below Territus Res	590	214		470	820
Tule River below Lake Success	145	257		95	245
Kern River inflow to Lake Isabella	1,120	262		900	1,600
NORTH LAHONTAN					
Truckee River, Lake Tahoe to Farad accretions	450	179			
Lake Tahoe Rise, in feet	2.5	187			
West Carson River at Woodfords	115	218			
East Carson River near Gardnerville	350	208			
West Walker River below Little Walker	290	177			
East Walker River near Redwood	100	170			

NOTES

- 30 year average are based on years 1991 to 2020.
- Unimpaired runoff represents the natural water production of a river basin, unaltered by upstream diversions, storage, or by export or import of water to or from other watersheds.
- Groundwater changes due to human activity are not considered. Forecasted runoff assumes median conditions subsequent to the date of forecast. Runoff probability ranges are statistically derived from historical data.
- The 80% probability range is comprised of the 90% exceedance level value and the 10% exceedance level value.
- The actual runoff should fall within the stated limits eight times out of ten.
- Forecast point names are based on USGS gage names.

CONTACT INFORMATION

FIRST NAME	LAST NAME	EMAIL	PHONE
Sean	de Guzman	Sean.deGuzman@water.ca.gov	(916) 572-2208
Andrew	Reising	Andrew.Reising@water.ca.gov	(916) 574-2181
Anthony	Burdock	Anthony.Burdock@water.ca.gov	(916) 574-2637
Jacob	Kollen	Jacob.Kollen@water.ca.gov	(916) 574-2634
Stephen	Nemeth	Stephen.Nemeth@water.ca.gov	

WESTERN PRICE SURVEY

[7] Western Demand Up; Power Prices Vary

Continuing cold weather bolstered Western natural gas consumption; however, regional natural gas prices deflated week over week.

The cold weather also triggered a southern California gas-system curtailment watch. Southern California Gas Co. and San Diego Gas & Electric issued a systemwide curtailment watch effective 8 a.m. March 2 due to low temperatures expected to continue through the week of March 6.

"All SoCalGas storage facilities, including Aliso Canyon, are being used to provide system reliability," the utility said via its ENVOY system. A total of 4,514 MMcf was withdrawn from Aliso Canyon storage on the gas days between Feb. 22 and March 1, according to ENVOY.

Noncore customers could be affected. The watch remains in effect until further notice.

Regional natural gas demand increased 17 percent, or 2.0 Bcf per day, to 13.7 Bcf on average between Feb. 24 and March 1, according to the U.S. Energy Information Administration. Residential and commercial natural gas use increased 23 percent.

Natural gas prices generally dropped in Feb. 23 to March 2 trading. PG&E CityGate natural gas lost the most, down \$3.25 to \$12.26/MMBtu. Alberta and El Paso-Permian Basin were the exceptions, adding 28 cents and 71 cents, respectively, to arrive at \$3.11/MMBtu and \$2.42/MMBtu. Henry Hub gas values rose 49 cents to \$2.68/MMBtu in trading.

National working natural gas in storage was 2,114 Bcf as of Feb. 24, according to the EIA. This is a net decrease of 81 Bcf compared with the previous week.

A total of 9 Bcf of natural gas was withdrawn from Pacific region storage, bringing the amount in regional storage to 99 Bcf. This is 43.8 percent less than the 176-MMBtu five-year average.

California Independent System Operator demand peaked at 29,045 MW Feb. 27, an increase of 202 MW compared with the previous week.

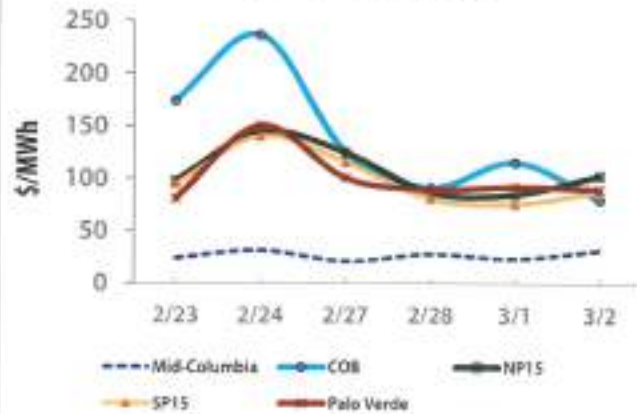
Western peak power prices diverged in trading. California-Oregon Border daytime power reversed from last week's gains, plunging \$94.25 to \$80/MWh. Among the hubs posting gains, Palo Verde daytime power added \$9.05 to reach \$89.55/MWh.

Off-peak power values split across regional lines, with Pacific Northwest hubs dropping as much as \$35 in trading. COB nighttime power dropped \$35 to \$95/MWh. Palo Verde added the most, up \$25/MWh to \$105/MWh.

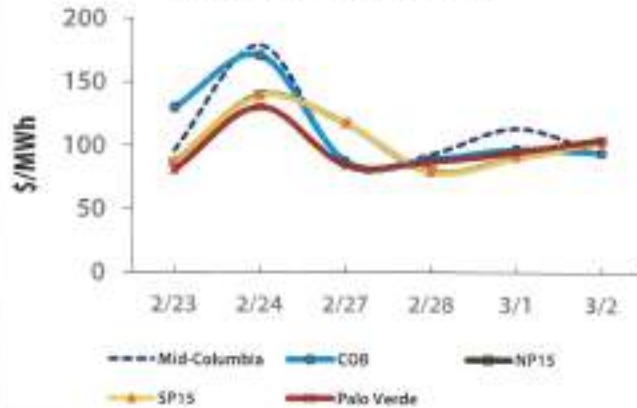
In February, the average high peak price at Henry Hub was \$2.68/MMBtu, \$3.77 less than in 2022 (see "Price Trends," next page). Western natural gas prices increased year over year and neared or exceeded \$13/MMBtu. PG&E CityGate natural gas posted the greatest increase, up \$10.15 to \$16.74/MMBtu.

Most average Western peak power prices for February were greater than the year prior, with two hubs gaining more than \$100 compared with 2022. COB added the most year over year, up \$162.25 to \$236.50/MWh. Mid-Columbia proved the exception, down \$6.40 to \$56.60/MWh. *-Linda Dailey Paulson*

Average Peak Power Prices
Thurs., 02/23 - Thurs., 03/02



Average Off-Peak Prices
Thurs., 02/23 - Thurs., 03/02



Average Natural Gas Prices (\$/MMBtu)

	Thurs. 02/23	Tues. 02/28	Thurs. 03/02
Henry Hub	2.19	2.60	2.68
Sumas	12.72	10.68	10.90
Alberta	2.83	2.97	3.11
Malin	12.94	11.17	11.08
Opal/Kern	14.43	11.25	11.21
Stanfield	12.99	10.98	10.46
PG&E CityGate	15.51	12.37	12.26
SoCal Border	12.75	10.66	11.09
SoCal CityGate	13.91	11.72	11.75
EP-Permian	1.71	2.28	2.42
EP-San Juan	4.09	4.03	3.15

Power/gas prices courtesy Enerfax

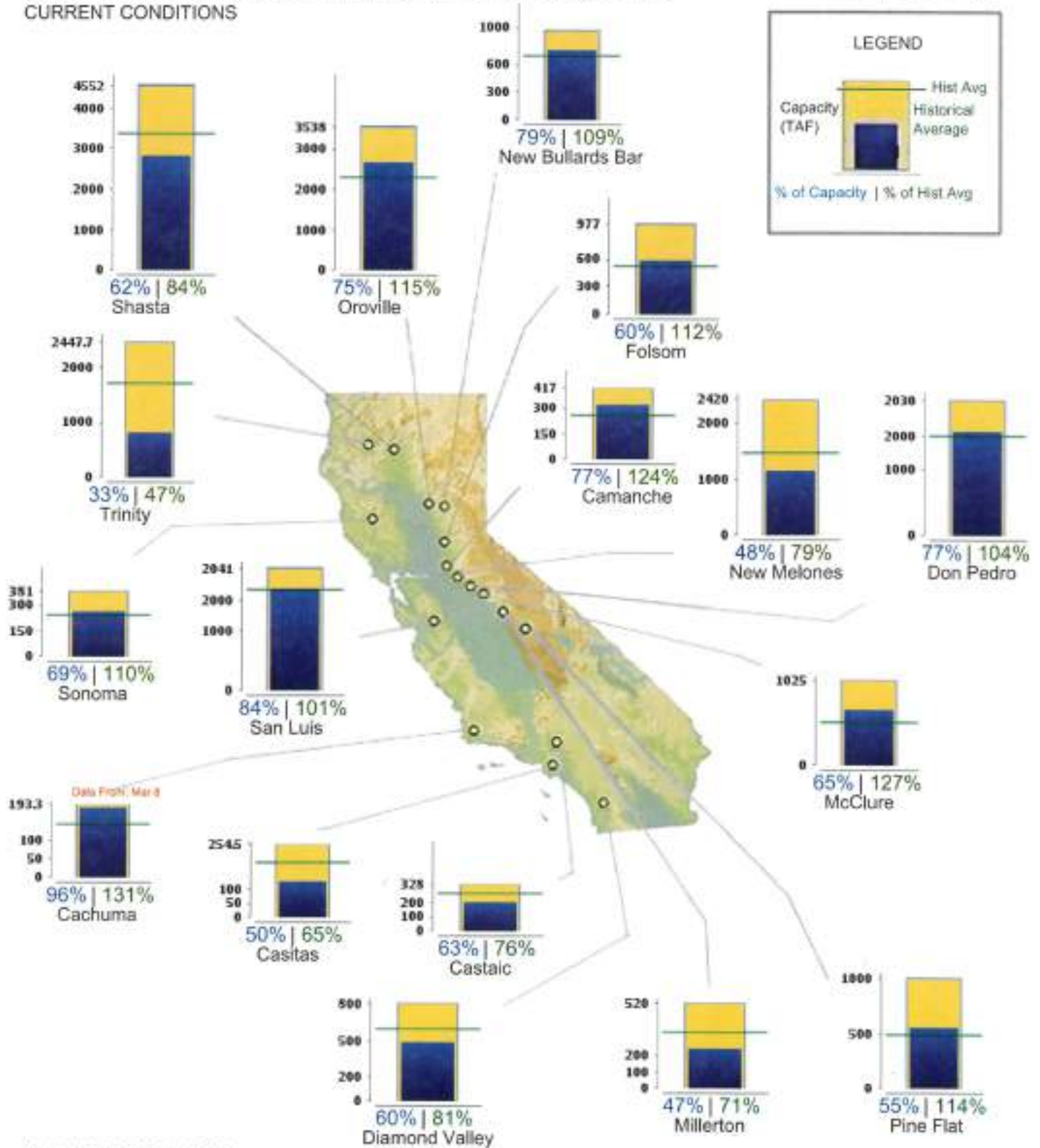


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - March 9, 2023

CURRENT CONDITIONS



SJB February Field Report

Juvenile Outmigration Monitoring

The Calaveras River RST sampled only 10 days during February due to high reservoir releases from New Hogan Dam. A total of 144 Age 1+ (100-299 mm) *O. mykiss* were captured increasing the combined season total to 905 (Figure 1). A total of 362 fish have been implanted with Passive Integrated Transponder (PIT) tags this season. PIT tagged fish were released above the trap to collect capture efficiency data. Thus far, 59 out of 362 tagged fish were recovered in the trap (16.3%). No Chinook salmon were captured.

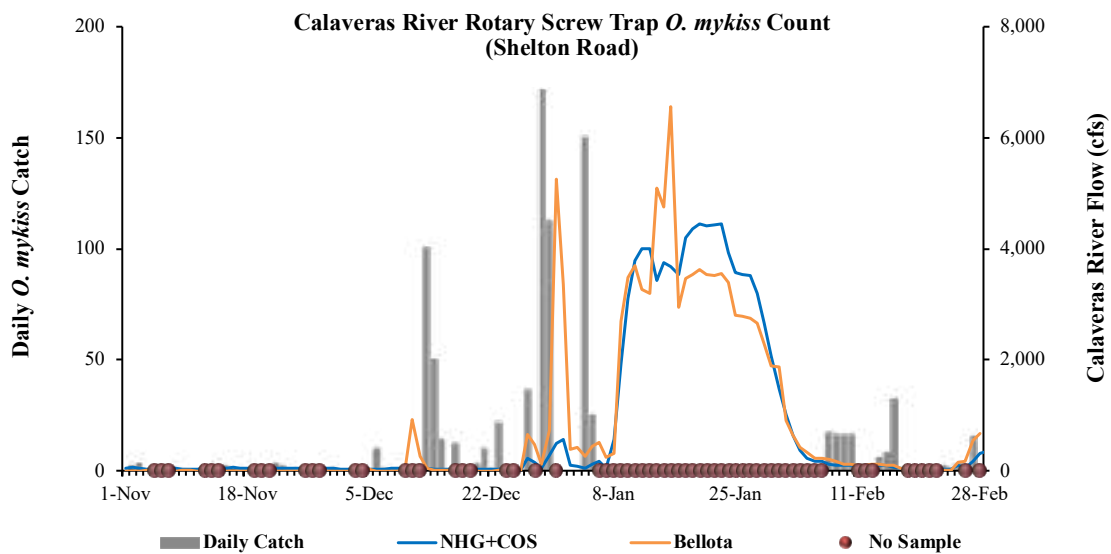


Figure 1. Daily *O. mykiss* catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) and Bellota (MRS).

The Stanislaus River RST at Oakdale (RM 40) operated continuously during the month of February, and a total of 17,899 juvenile Chinook salmon were captured increasing the season total to 25,788 (Figure 2). Catch peaked (3,348 fish) on the last day of the month concurrent with the pulse flow (daily peak: 1,329 cfs) designed by the USFWS and CDFW to mobilize fry. A smaller peak (1,313 fish) occurred on February 25 during a rain event that added approximately 400 cfs of run-off flow to the river (Figure 2). Five trap efficiency releases were conducted with naturally spawned Chinook salmon during February. Recapture rates ranged between 5.6% and 18.3% at flows ranging from 195 cfs to 218 cfs at Orange Blossom Bridge (OBB).

The Stanislaus River RSTs at Caswell (RM 8) operated continuously (except one day) during the month of February and captured a total of 26 juvenile Chinook salmon

increasing the season total to 73 (Figure 3). One trap efficiency test was conducted during the month, but results are not yet available.

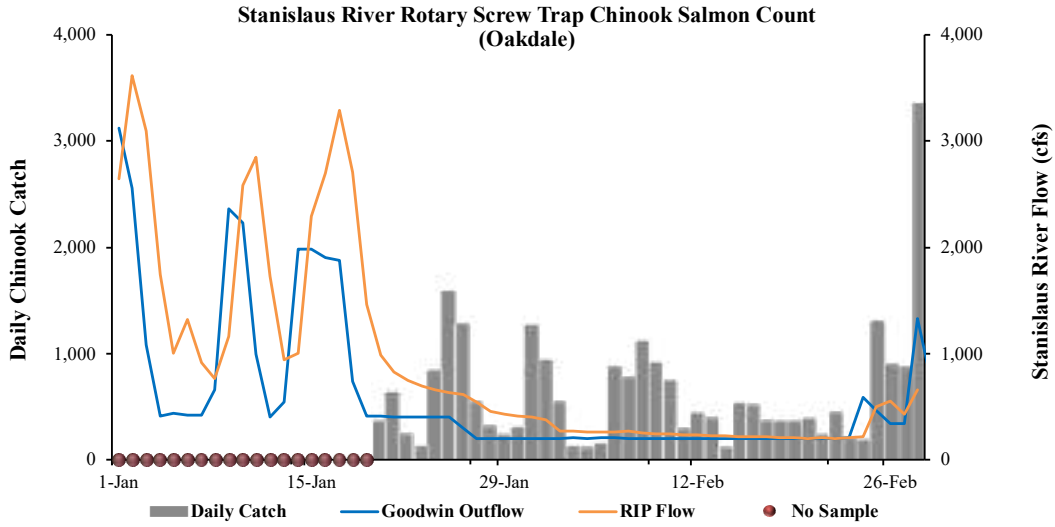


Figure 2. Daily Chinook salmon catch at the Stanislaus River rotary screw trap at Oakdale and Stanislaus River flow at Goodwin Dam (GDW) and Ripon (RIP).

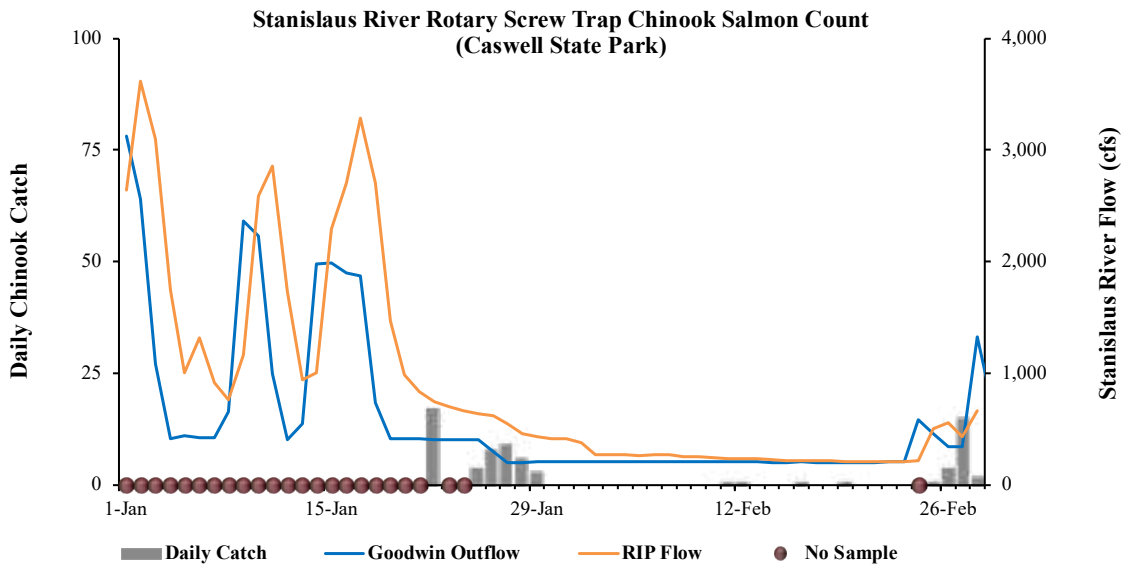


Figure 3. Daily Chinook salmon catch at the Stanislaus River rotary screw trap at Caswell and Stanislaus River flow at Goodwin Dam (GDW) and Ripon (RIP).

The Tuolumne River RST near Waterford (RM 30) operated continuously during the month of February, and 1,179 Chinook salmon were captured, increasing the season total to 3,245 (Figure 4). Two trap efficiency releases were conducted in February using fish from Merced River Hatchery. Recapture rates ranged between 0.6% and 1.2% at flows ranging from 1,000 cfs to 1,380 cfs at La Grange Dam.

The Tuolumne River RSTs near Grayson (RM 5) operated continuously during the month of February, and 169 Chinook salmon were captured, increasing the season total to 212 (Figure 5). One trap efficiency release was conducted in February using fish from Merced River Hatchery. The resulting recapture rate was 1.2% at a flow of 3,950 cfs at Modesto.

Annual bi-weekly beach seining continued in the lower Tuolumne and San Joaquin rivers to document juvenile Chinook movement and distribution through the Tuolumne River and into the San Joaquin River. A total of 26 juvenile Chinook have been captured through the end of February. Chinook were only captured in the middle reach (TRR and Charles Road) of the Tuolumne River and at Gardner Cove in the San Joaquin.

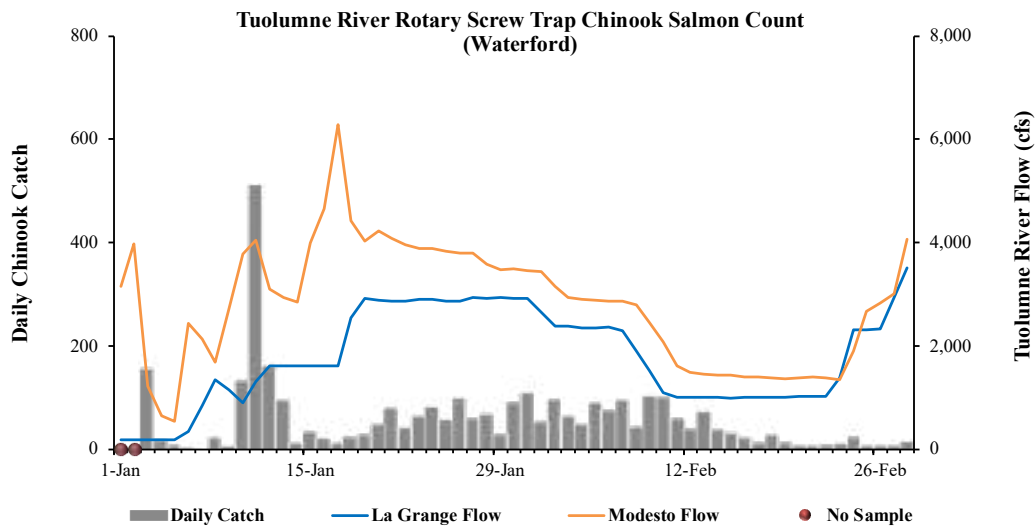


Figure 4. Daily Chinook salmon catch at the Tuolumne River rotary screw trap at Waterford and Tuolumne River flow at La Grange (LGN) and Modesto (MOD).

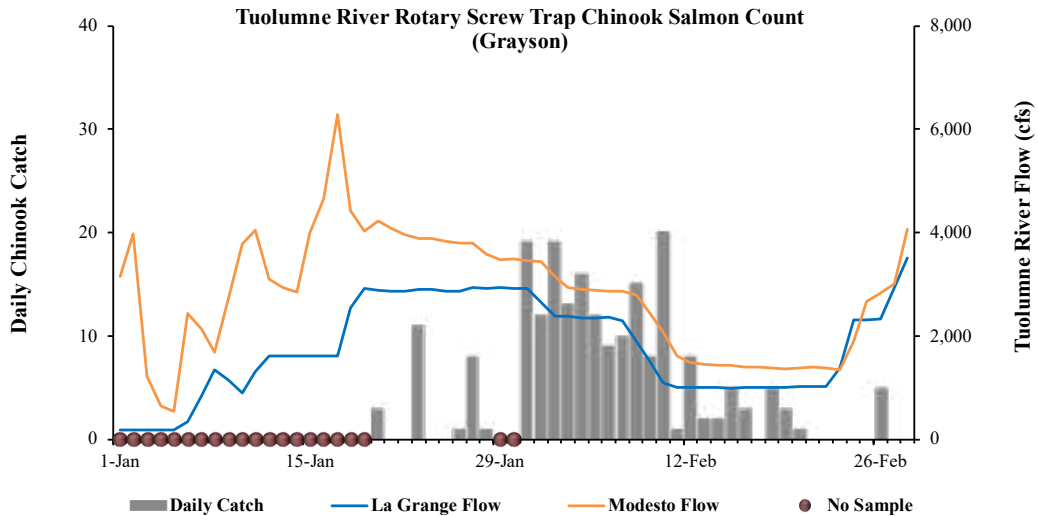


Figure 5. Daily Chinook salmon catch at the Tuolumne River rotary screw trap at Grayson and Tuolumne River flow at La Grange (LGN) and Modesto (MOD).

Adult Migration Monitoring

Sampling at the Stanislaus River weir continued through February and zero Chinook passed through the weir during the month. Total Chinook salmon passage since September 22, 2022 is 3,798 fish (Figure 6). One *O. mykiss* passed through the Stanislaus River weir on February 2. The *O. mykiss* was classified as a steelhead based on its size (i.e., greater than 16 inches in length) and was adipose fin clipped, indicating hatchery origin. A total of four *O. mykiss* have been recorded passing upstream of the weir in 2022-23, and all have been greater than 16 inches and were adipose fin clipped indicating hatchery origin.

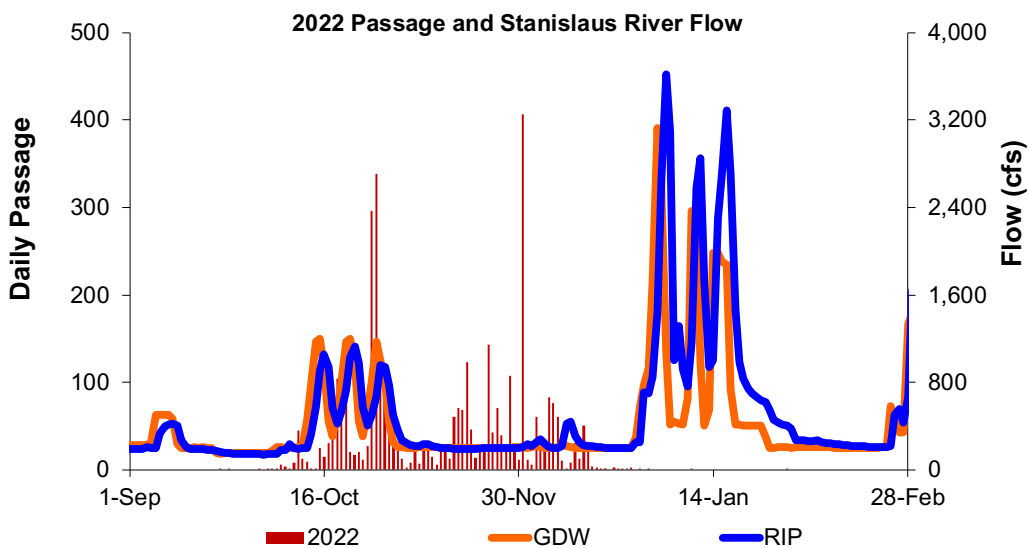


Figure 6. Adult Chinook passage at the Stanislaus River weir and river flow at Goodwin (GDW) and Ripon (RIP).

Stanislaus Native Fish Plan

Field sampling for the 2023 began on January 31 with abundance surveys conducted throughout the lower Stanislaus River. All 39 units were sampled to collect predatory fish to estimate abundance and collect diet samples. Discharge levels at the Ripon CDEC gauge averaged 276 cfs over the course of the sampling period.

During the first survey, a total of 936 target predatory fishes were captured. Of these, 587 were black bass (63%), 123 were hardhead (13%), 64 were Sacramento pikeminnow (7%), 146 were sunfish (15%), seven were striped bass (<1%), six were catfish (<1%) and one was a prickly sculpin (<1%). A total of 46 individuals were recaptures, twenty-two of them were tagged during the first sampling pass in February 2023. The remaining 24 were originally tagged in previous years.

San Joaquin River Predator Study

Electrofishing surveys were conducted in the San Joaquin River and South Delta during February. Flows had decreased nearly 9,000 cfs since the previous survey in January, making electrofishing more effective due to increased visibility and lower water velocities. These factors contributed to a higher fish catch in February than in January; 179 target species fish were captured (154 largemouth bass, 23 young-of-year black bass, one white catfish, and one redeye bass) and 229 non-target species fish were captured. Two largemouth bass tagged in 2020 were recaptured, one recapture was tagged in 2021, four in 2022, and one recaptured from tagging in January 2023. Two of the recaptures had also previously been recaptured once before, and all recaptures were in the same region where they had originally been tagged. No native fish were captured or observed in February.

Fyke traps were installed on February 14-15 at four sites: Blewett, Sturgeon Bend, Alegre, Lorenzen (Figure 8), and began fishing the afternoon of February 16. One striped bass, four channel catfish and ten white catfish were captured during the first two weeks of sampling.

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
MARCH 16, 2023
Start time is immediately following the Tri-Dam Project meeting
which begins at 8:00 AM

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, MARCH 13, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://us02web.zoom.us/j/3585721867> or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing nfiez@oakdaleirrigation.com by 4:30 p.m., Wednesday, March 15, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5504, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 – 2

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

1. Approve the regular board meeting minutes of February 16, 2023.
2. Approve the February statement of obligations.

ACTION CALENDAR

ITEMS 3 - 5

3. Review and authorize the General Manager to sign the Professional Services Agreement with Provost & Pritchard for contract administration support services for Sandbar power pole replacement and repair.
4. Discussion and possible action to approve the purchase of (1) new Model 510+10ACR6 flowmeter console for Southern Powerhouse.
5. Review and possible action to approve the FERC annual land use fees for 2023.

ADJOURNMENT

ITEMS 6 - 7

6. Commissioner Comments.
7. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 3/16/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority February 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of February 16, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY
MINUTES OF THE JOINT BOARD
OF COMMISSIONERS REGULAR MEETING**

February 16, 2023
Manteca, California

The Commissioners of the Tri-Dam Power Authority met at the office of the South San Joaquin Irrigation District in Manteca, California, on the above date for the purpose of conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted by each of the respective Districts on October 14, 1984.

President Spyksma called the meeting to order at 10:33 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
HERMAN DOORNENBAL
TOM ORVIS
BRAD DeBOER
LINDA SANTOS

DAVE KAMPER
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS
JOHN HOLBROOK

Also, Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Mia Brown, Counsel, SSJID; Tim O'Laughlin, Counsel.

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of January 19, 2023.

ITEM #2 Approve the January statement of obligations.

Commissioner Santos moved to approve items one and two on the consent calendar. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ACTION ITEMS

ITEM #3 Review and possible action to approve 2023 Investment Policy.

Sharon Cisneros presented the investment policy. Director Holbrook requested the word “to” be corrected to “the” in the first paragraph on page 5.

Commissioner Orvis moved to approve with edits. Commissioner Doornenbal seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #4 Consider adoption of Resolution TDPA 2023-03 Amending Reserves and Annual Distributions.

Sharon Cisneros and Summer Nicotero explained the calculation changes for reserves and operating cash.

Commissioner Doornenbal moved to approve as presented. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

TRI-DAM POWER AUTHORITY
RESOLUTION NO. TDPA 2023-03
RESOLUTION AMENDING RESERVES AND ANNUAL
DISTRIBUTIONS

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District (“Commissioners” and “Districts”) meeting as the Board of Commissioners of the Tri-Dam Power Authority (Authority) adopt this Resolution.

WHEREAS, Commissions have adopted Authority Resolution 2010-04, dated October 21, 2010 “Resolution Establishing Reserve Funds and Annual Distributions for Tri-Dam Power Authority” and

WHEREAS, the Commissioners find that Reserves should be established at a level consistent with the risk of substantial failure, obsolescence of major infrastructure assets, maintaining sufficient operating cash, and stabilization of distributions to the Districts:

NOW THEREFORE, the Board of Commissioners of the Tri-Dam Power Authority hereby finds, determines, declares, orders and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. Tri-Dam Power Authority Resolution 2010-04 is hereby rescinded/superseded:
3. Authority Reserves shall be established at an amount of \$1,000,000 as an Maintenance Reserve;
4. The repayment for the Maintenance Reserve shall be established at a rate of \$50,000 annually should the reserve account drop below \$1,000,000;

District distributions each January shall be made from Available Funds. Available Funds are defined as all cash and investments held by Authority, less the Maintenance Reserve plus operating cash requirements of \$1,000,000.

PASSED AND ADOPTED by the Board of Commissioners of the Tri-Dam Power Authority this 16th day of FEBRUARY 2023 by the following vote:

ITEM #5 Consider adoption of Resolution TDPA 2023-04 Distribution of Funds.

Sharon Cisneros presented the distribution worksheet and reserve funds available for distribution.

Commissioner Doornenbal moved to approve a total distribution of \$4.4million, resulting in \$2.2 million to each District as presented. Commissioner Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

TRI-DAM POWER AUTHORITY
RESOLUTION NO. TDPA 2023-04

RESOLUTION AUTHORIZING ANNUAL
FUND DISTRIBUTION TO DISTRICTS

BE IT RESOLVED, that the Board of Commissioners of the Tri-Dam Power Authority (“Board”) adopt this Resolution.

WHEREAS, the Board has received and reviewed written information pertaining to the amount of current financial reserves of Tri-Dam Power Authority; and,

WHEREAS, there are excess and available funds remaining on December 31, 2022 after all expenses and obligations of the Authority, and after all requirements for the funding of reserve accounts have been met; and,

WHEREAS, the Board finds that funds are being held by Tri-Dam Power Authority that are in excess of the Authority’s current and near-term business needs; and,

WHEREAS, the Board finds that such excess funds may be more beneficially applied to the Irrigation Districts’ needs and requirements.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners

1. Determines that funds in the total amount of \$4,400,000 are available for distribution to the Districts;
2. Directs that such distribution shall be made no later than February 28, 2023.
3. Directs the Tri-Dam Power Authority General Manager and Interim Finance Manager to make such distribution, one-half to each District, in a time and manner as is reasonably practical pursuant to the terms of this Resolution.

PASSED AND ADOPTED by the Board of Commissioners of the TRI-DAM POWER AUTHORITY this 16th day of February 16, 2023 by the following vote:

ITEM #6 Review and possible action to approve a capital budget adjustment for Siemens RTU replacement.

Chris Tuggle presented a history of this project which was originally approved in 2022 and explained the remaining budget is a carryover from 2022. Commissioner Orvis moved to approve a budget adjustment of \$35,000 as presented. Commissioner Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #7 Discussion and/or possible action to change the time and/or date of the March regular meeting due to a scheduling conflict with the Oakdale Ag Scholarship Luncheon.

Summer Nicotero stated the Authority meeting would begin directly after the Project meeting which will begin at 8:00 am.

Commissioner Holbrook moved to approve as presented. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #8 Discussion and/or possible action regarding future Zoom meeting protocols given Proclaimed State of Emergency expires February 28, 2023.

Mia Brown explained that Members of the Board wishing to participate in future meetings remotely must either follow the “regular” teleconferencing requirements under the Brown Act (posting of teleconference location on agenda, location must be accessible to the public, a quorum must be present within jurisdictional boundaries of entity, etc.) or follow “new” procedures recently introduced by AB 2449, which allows teleconferencing for “just cause” or under “emergency circumstances.”

Commissioner DeBoer moved to keep the current Zoom protocols in place for the next six months. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

COMMUNICATIONS

ITEM #9 Commissioner Comments

None.

ADJOURNMENT

President Spyksma adjourned the meeting at 10:52 a.m.

The next Board of Commissioners meeting is scheduled for March 16, 2023, at the offices of Oakdale Irrigation District immediately following the Tri-Dam Project meeting, which commences at 8:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

DRAFT

BOARD AGENDA REPORT

Date: 3/16/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority February Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of the February Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the February Statement of Obligations for Tri-Dam Power Authority.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Obligations

February 1, 2023 to February 28, 2023

**TRI-DAM POWER AUTHORITY
STATEMENT OF OBLIGATIONS**

**Period Covered
February 1, 2023 to February 28, 2023**

Total Obligations: **15** **checks** **in the amount of** **\$16,203.99**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Dave Kamper

Linda Santos

David Roos

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Glenn Spyksma, President Date

Summer Nicotero, Secretary Date

Authority

February Checks



Check	Vendor No	Vendor	Date	Description	Amount
208319	10439	McMaster-Carr Supply Co.	02/02/2023		488.80
208320	10454	Modesto Steel Co.	02/02/2023		717.89
208321	11343	Tim O'Laughlin, PLC	02/02/2023		90.00
208322	10516	Pacific Gas & Electric Co.	02/02/2023		326.50
208323	10900	Chase Cardmember Services	12/01/2022		114.07
208324	11333	C.J. Brown & Company, CPAs	02/15/2023		738.00
208325	10204	Consolidated Electrical Dist.	02/15/2023		10.61
208326	10373	Industrial Electrical Co.	02/15/2023	Governor pump repair	2,276.99
208327	10439	McMaster-Carr Supply Co.	02/15/2023		209.49
208328	10500	OID ~ Routine	02/15/2023	Admin / Finance Services	1,482.28
208329	11343	Tim O'Laughlin, PLC	02/15/2023		945.00
208330	10754	US Geological Survey	02/15/2023	Annual Steamgaging	6,620.00
208331	11170	Van De Pol Petroleum	02/15/2023	T68 bearing oil	1,126.23
208332	11435	VISA	02/15/2023		682.43
208333	10516	Pacific Gas & Electric Co.	02/23/2023		375.70

Report Total: \$ 16,203.99

BOARD AGENDA REPORT

Date: March 16, 2023

Staff: Susan Larson

SUBJECT: Contract Administration Support Services for Bidding and Construction Projects

RECOMMENDED ACTION: Review and authorize the General Manager to sign the Professional Services Agreement with Provost & Pritchard for contract administration support services at Tri-Dam Authority.

BACKGROUND AND/OR HISTORY:

Provost & Pritchard has provided contract administration at Tri-Dam for a number of past and present projects including the Beardsley Afterbay Maintenance Repair (Phase I and II), and is currently under contract for the Hells Half Acre Roadway Repair and the Tulloch Spillway Roadway design services.

Given the current level of staffing, and the need to accurately and effectively move forward with budgeted projects for 2023, staff has reached out to Provost & Pritchard to provide a proposal to perform contract administration services including pre-bid support services, bid support services and construction support services where needed.

At the February 2023 Board meeting, the board authorized a PSA for Provost and Pritchard to provide the services for a number of Tri-Dam Project projects, and this PSA would authorize the same services to be provided for Tri-Dam Authority. Projects under the Authority anticipated for 2023 include the Sand Bar Power Pole Replacement Project. The total not to exceed amount for these services is **\$11,000.00**.

All of the projects that staff will be moving forward with were included in the 2023 budget. Each project will be brought to the Board for the award of contract, timeline and overall specific budget for the project at the appropriate time.

Staff recommends that Provost & Pritchard be authorized to perform this work, and authorize the General Manager to sign the Professional Services Agreement.

ATTACHMENTS: Professional Services Agreement, including Scope of Work/Cost.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of March 16, 2023, (the "Effective Date") by and between the **Tri-Dam Power Authority**, a partnership of the **Oakdale and South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, "Client"); and **Provost & Pritchard Consulting Group**, a California corporation ("Consultant").

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Services:** Client and Consultant agree Consultant will perform the following general services: Contract Administration Support Services, including pre-bid, bidding and construction phases for various approved projects for Tri-Dam.

Services to be provided by Consultant ("Services") and other work to be performed ("Work") are specifically described in Consultant's Proposal, dated March 7, 2023, which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. **Term of Agreement.** This Agreement shall commence on March 16, 2023 and terminate on December 31, 2023, unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
3. **Schedule for Performance.** Consultant shall perform the Services as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Services shall be on a time and materials basis, in accordance with Consultant's Proposal, for a not to exceed amount of \$11,000.00 (Eleven Thousand and 00/100), unless otherwise negotiated by the parties, approved by Client, and consented to in writing by Client as an amendment to this Agreement.
5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client's Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days' approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.
6. **Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

"CLIENT"

Tri-Dam Project
P.O. Box 1158
Pinecrest, California 95364-0158
Attn: Summer Nicotero, General Manager
Telephone: (209) 965-3996
Facsimile: (209) 965-4235

"CONSULTANT"

Provost & Pritchard
18989 Greenley Road, Suite J
Sonoma, CA 95370
Attn: Alex Collins, Director of Operations
Telephone: (888) 776-6200

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

- 7. Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:
- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
 - b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.
 - c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
 - d. Consultant shall not be entitled to any benefits payable to employees of Client.
 - e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
 - f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
 - g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- 8. Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Services performed by Consultant.
- 9. Potential Conflicts of Interest.**
- Consultant shall disclose its involvement in any projects that may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
 - Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. Client reserves the right to require Consultant to submit a financial disclosure statement.
 - Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from Client. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to Client pursuant to Section 6 of this Agreement.
- 10. Ownership of Work Product.** All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").
- All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.
 - Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
 - If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

11. Indemnification. Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify Client, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subcontractors engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Services. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

12. Insurance. During the performance of the Services under this Agreement, Consultant and each subcontractor retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit B**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name "**the Oskdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees and volunteers**" as additional insureds on the General Commercial Liability and Automobile Liability policies.

- a. **Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
2. **Limits:** Consultant shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. "The Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees, and volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant." The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
 - ii. For any claims related to the Services, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
 - iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
 - iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- b. Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, all of their employees working on or about the construction site, in accordance with the 'Workers' Compensation and Insurance Act,' Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Services or providing Services.

- c. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
- d. Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
- e. Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Services. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.
- f. Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.
- 13. Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.
- 14. Non-Discrimination In Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.
- a.** Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or advertising, layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.

- b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.
- 15. Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either irrigation district or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.
- 16. Compliance with Laws; Labor Code Provisions.** It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at Client's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by Client upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements), Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).
- 17. Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
- 18. Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.
- 19. Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:
 - a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
 - b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

- 20. No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
- 21. Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Stanislaus.
- 22. Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.
- 23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below, provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

CLIENT

Tri-Dam Project

Summer Nicotero
General Manager

Date

CONSULTANT

Provost & Pritchard

Alex Collins, RCE 78242 Date
Director of Operations

EXHIBIT "A"
SCOPE OF WORK, SCHEDULE & COST AMOUNT

Attached: Provost & Pritchard Proposal
Dated: March 7, 2023

Proposal No. 23-141

March 7, 2023

Summer Nicotero
Tri-Dam Authority
PO Box 1158
Pinecrest, CA 95364-0158

**Subject: Proposal for Contract Administration Support Services
Various Bidding and Construction Projects**

Dear Ms. Nicotero:

Thank you for the opportunity to submit this Proposal to Tri-Dam Authority (TDA) for contract administration during pre-bid, bidding and construction phases. As discussed with Tri-Dam personnel, we understand the level of support will vary from project to project so we have prepared this Proposal with the intent that the phases can be directed by TDP to any project.

Project Understanding

Provost & Pritchard Consulting Group (P&P) is currently working with Tri-Dam on several projects including this same type of services for Tri-Dam Project. We understand the following projects are included in your Capital Improvement Plan in various stages of design, permitting, approval, etc. including and under the TDA:

- Sand Bar Powerhouse Pole Replacement/Repair

The level of support needed for each project will be directed by Tri-Dam personnel based on the scope of work identified in the phases detailed below.

Scope of Services

We anticipate the following phases of work to support the projects listed above and others that might be added by TDP:

- Phase 1 – Consultation and Coordination
- Phase 2 – Pre-Bid Support Services
- Phase 3 – Bid Support Services
- Phase 4 – Construction Support Services

A discussion of each of these phases is provided below.

Phase 1 – Consultation and Coordination

P&P will work with Tri-Dam personnel to develop a critical path for the projects listed above and others that may not already be identified and the level of support/tasks each project is anticipated to need by P&P. This list can be updated and modified as necessary.

Phase 2 – Pre-Bid Support Services

The tasks in this phase of work can include:

- Tri-Dam personnel to provide a project work scope, related technical documents to be provided to bidders, and preferred bid items (unit prices, lump sum, etc.)
- Preparing Request for Bid documents (based on Tri-Dam template)
- Coordinating with Tri-Dam personnel to identify potential contractors, advertising (as required), notifying and presenting the project to interested bidders
- Preparing Contract Documents approved by Tri-Dam based on other legal-counsel approved Contract Documents used for previous Tri-Dam projects (or Oakdale or South San Joaquin Irrigation District projects)
- Coordinating and attending Pre-Bid Job Site meetings
- Preparing documents for and assisting with pre-bid job walks
- Assist Tri-Dam personnel with responding to Contractor Requests for Information
- Assist with preparation and distribution of Addenda as needed

Phase 3 – Bid Support Services

The tasks in this phase of work can include:

- Review contractor bids submitted for completeness and qualifications
- Provide Bid summary comparisons and a summary memo of findings
- Assist with execution of Contract Documents
- Assist with Notice of Award and Notice to Proceed Documents
- Compile Conformed For Construction document (includes executed Contract Documents, Notices, and other documents and drawings pertaining to the project) into one electronic file for distribution. P&P can also provide a hard copy to Tri-Dam and Contractor if requested.

Phase 4 – Construction Support Services

The tasks in this phase of work can include:

- Prepare documents for and attend pre-construction and construction meetings as requested
- Document meetings attended in meeting notes that are distributed to Tri-Dam personnel and the contractor
- Track and assist Tri-Dam with required submittals from the contractor and assist with responses and distribution
- Track and assist Tri-Dam with Requests for Information from the contractor and assist with responses and distribution
- Track Contract Change Orders and log contract changes
- Assist Tri-Dam personnel with review of contractor invoices

- Assist with documentation and distribution of daily and/or weekly reporting of construction progress.
- Assist with project close-out efforts including compiling documentation of the project for Tri-Dam records and contract close out requirements set forth in the Contract Documents

Professional Fees

Budgets are based on the following assumptions:

- Phase 1 – 4 hours for Senior Project Administrator, 1 hour for Principal support and 2 hours for administrative support
- Phase 2 – 2 hours per week for 3 weeks for Senior Project Administrator, 1 hour per week for Principal support and 1 hour per week for administrative support
- Phase 3 – 3 hours per week for 4 weeks for Senior Project Administrator, 0.5 hours per week for Principal support and 1 hours per week for administrative support
- Phase 4 – 4 hours per week for 6 weeks for Senior Project Administrator, 0.5 hours per week for Principal support and 2 hours per week for administrative support

Because it is difficult to determine Tri-Dam's needs on any given project, P&P proposes to perform the work on a time-and-expenses basis, according to our Standard Fee Schedule attached with a not-to-exceed the estimated fee amount without prior authorization by TDA. These budgets are based on the assumptions listed above.

Proposed Fee – Tri-Dam Authority Contract Administration Support Services	
Phase	Estimated Fee
Phase 1 – Consultation and Coordination	\$1,100
Phase 2 – Pre-Bid Support Services	\$1,700
Phase 3 – Bid Support Services	\$2,700
Phase 4 – Construction Support Services	\$5,500
Total Estimated Fee:	\$11,000

P&P will monitor each phase budget and notify Tri-Dam when approaching 85 percent of billing for the phase to determine how Tri-Dam would like to proceed.

Schedule

P&P's work can start immediately following a Notice-to-Proceed or as directed. Phase 1 can be in person or virtual meeting and a complete list from that meeting can be compile and distributed within 1 week. P&P anticipates deadlines and level of support for each project would be provided as a result of the initial meeting.

Qualifications

P&P works with municipal, private and agricultural clients to improve infrastructure for their land and communities. We provide consultation, feasibility, design, construction management, survey

and drone services for roads, water and wastewater facilities for cities, counties, water and irrigation districts, dairies and private clients.

Project Personnel

The following lead professionals will conduct the work with the support of staff and associate engineers, computer-aided drafting, word processing and accounting personnel as needed.

Scott W. Lewis, PG, CEG – California Certified Engineering Geologist and Principal Tunneling Consultant. Mr. Lewis has over 35 years of experience in geologic investigations and design/construction/repairs of tunnels and cut/cover structures, structural foundations, landslides, slope stability, dams, spillways and other engineering works. He has served as the project manager and/or principal investigator on numerous dam, tunnel, water conveyance and other heavy construction projects. His specialty is in coordinating and performing field investigations, evaluation, construction plans and specifications preparation, and construction management and supervision. Mr. Lewis will be responsible for providing Principal oversight as needed.

Mr. Lewis continues to work with South San Joaquin and Oakdale Irrigation Districts (SSJID and OID) for over 20 years and has worked successfully with the TDP team on many projects in the last 10 years.

Kim Tarantino – Senior Project Administrator. Ms. Tarantino serves as Senior Project Administrator and coordinator for P&P and is responsible for assisting with project management, coordination of all aspects of project from submittals to design and field services, preparing documents for construction contracts, monitoring and tracking budgets and deadlines, and all aspects of administrative support from feasibility to construction management.

Ms. Tarantino has worked with SSJID, OID and TDP on many rehabilitation and new construction projects over the past 20 years. Ms. Tarantino has served as the Senior Project Administrator for all of the SSJID, OID and TDP projects supporting the services detailed in this Proposal. Ms. Tarantino has worked closely with many of the staff in the three districts and has provided references from each entity below.

Susan Larson, TDP License Compliance

Forrest Killingsworth, SSJID Engineering Department Manager

Sharon Cisneros, OID Chief Financial Officer

Eric Thorburn, OID Water Operations Manager/District Engineer

Joe Kosakiewicz, OID Construction and Maintenance Manager

Terms and Conditions

If this Proposal is acceptable, please prepare a Profession Services Agreement and Purchase Order to authorize our work. These documents will serve as our Notice to Proceed. This Proposal is valid for 60 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



Scott W. Lewis, CEG 1835
Principal Geologist/Tunneling Consultant



Alex Collins, RCE 78242
Director of Operations

Attachment

Table 1 – Summary of Fee Estimate
2023 Standard Fee Schedule

**Table 1 - Fee Estimate Summary
Provost & Pritchard Consulting Group**

Project Task and Name: Tri-Dam Authority - Contract Administration Services				
P&P Project Number: P23-141				
Prepared by: K. Tarantino				
Date: 3/7/2023				
Description	Quantity	Rate Type	Rate	Cost Estimate
Phase 01 - Consultation and Coordination				
Personnel				
Principal Tunneling Consultant I	1	hr.	\$245	\$ 245
Senior Project Administrator IV	4	hr.	\$145	\$ 580
Project Administrator II	2	hr.	\$88	\$ 176
Subtotal - Task 1				\$1,001
5% Contingency				\$50
Total Task 1				\$1,051
Phase 02 - Pre-Bid Support				
Personnel				
Principal Tunneling Consultant II	2	hr.	\$245	\$490
Senior Project Administrator IV	6	hr.	\$145	\$870
Project Administrator I	3	hr.	\$88	\$264
Subtotal - Task 2				\$1,624
5% Contingency				\$81
Total Task 2				\$1,705
Phase 03 - Bid Support Services				
Personnel				
Principal Tunneling Consultant II	2	hr.	\$245	\$ 490
Senior Project Administrator IV	12	hr.	\$145	\$ 1,740
Project Administrator II	4	hr.	\$88	\$ 352
Subtotal - Task 3				\$2,582
5% Contingency				\$129
Total Task 3				\$2,711
Phase 04 - Construction Support				
Personnel				
Principal Tunneling Consultant II	3	hr.	\$245	\$ 735
Senior Project Administrator IV	24	hr.	\$145	\$ 3,480
Project Administrator II	12	hr.	\$88	\$ 1,056
Subtotal - Task 4				\$5,271
5% Contingency				\$264
Total Task 4				\$5,535
Total Fee Estimate - Task 1 through Task 4				\$11,002

2023 STANDARD FEE SCHEDULE

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2023.
Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range
Engineering Staff	
Assistant Engineer	\$105.00 – \$133.00
Associate Engineer	\$126.00 – \$156.00
Senior Engineer	\$164.00 – \$195.00
Principal Engineer	\$207.00 – \$248.00
Associate Structural Engineer	\$120.00 – \$146.00
Senior Structural Engineer	\$150.00 – \$180.00
Principal Structural Engineer	\$190.00 – \$230.00
Specialists	
Assistant Biologist	\$90.00 – \$105.00
Associate Biologist	\$110.00 – \$130.00
Principal Biologist	\$165.00 – \$195.00
Assistant Environmental Specialist	\$90.00 – \$120.00
Associate Environmental Specialist	\$126.00 – \$155.00
Senior Environmental Specialist	\$165.00 – \$195.00
Principal Environmental Specialist	\$205.00 – \$245.00
Assistant GIS Specialist	\$85.00 – \$103.00
Associate GIS Specialist	\$105.00 – \$132.00
Senior GIS Specialist	\$140.00 – \$175.00
Assistant Geologist/Hydrogeologist	\$95.00 – \$120.00
Associate Geologist/Hydrogeologist	\$127.00 – \$155.00
Senior Geologist/Hydrogeologist	\$160.00 – \$190.00
Principal Geologist/Hydrogeologist	\$200.00 – \$240.00
Associate Water Resources Specialist	\$105.00 – \$130.00
Senior Water Resources Specialist	\$135.00 – \$170.00
Environmental & Roof Specialist	\$130.00 – \$200.00
External Affairs Specialist	\$98.00 – \$128.00
Principal Tunneling Consultant	\$235.00 – \$255.00
Planning Staff	
Assistant Planner/CEQA-NEPA Specialist	\$90.00 – \$110.00
Associate Planner/CEQA-NEPA Specialist	\$115.00 – \$138.00
Senior Planner/CEQA-NEPA Specialist	\$145.00 – \$173.00
Principal Planner/CEQA-NEPA Specialist	\$180.00 – \$206.00

Staff Type	Fee Range
Technical Staff	
Assistant Technician	\$80.00 – \$97.00
Associate Technician	\$102.00 – \$125.00
Senior Technician	\$130.00 – \$158.00
Construction Services Staff	
Associate Construction Manager	\$125.00 – \$145.00
Senior Construction Manager	\$152.00 – \$176.00
Principal Construction Manager	\$185.00 – \$215.00
Construction Inspector ⁽¹⁾	\$155.00 – \$180.00
Construction Inspector ⁽²⁾	\$190.00 – \$221.00
Support Staff	
Administrative Assistant	\$70.00 – \$90.00
Project Administrator	\$83.00 – \$108.00
Senior Project Administrator	\$115.00 – \$200.00
Intern	\$65.00 – \$80.00
Surveying Services Staff	
Assistant Surveyor	\$100.00 – \$130.00
Licensed Surveyor	\$150.00 – \$190.00
1-Man Survey Crew	\$175.00/\$200.00 ⁽¹⁾
2-Man Survey Crew	\$245.00/\$285.00 ⁽¹⁾
2-Man Survey Crew including LS	\$280.00/\$295.00 ⁽¹⁾
UAV (Drone) Services	\$210.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small>	
<small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>	
Additional Fees	
Expert Witness / GIS Training: As quoted.	
Project Costs	
Mileage: IRS value + 15%	
Outside Consultants: Cost + 15%	
Direct Costs: Cost + 15%	

EXHIBIT "B" WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . ."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

"CONSULTANT"

By: _____ Dated: _____

Name: _____

Title: _____

BOARD AGENDA REPORT

Date: 03/16/2023
Staff: Chris Tuggle

SUBJECT: Accusonic Flow Meter

RECOMMENDED ACTION: Discussion and possible action to approve the purchase of (1) new Model 8510+10ACR6 flowmeter console for Southern Powerhouse.

BACKGROUND AND/OR HISTORY:

The Accusonic 7510+ flow meter installed in 2006 at Southern Powerhouse has become obsolete, and Accusonic has discontinued hardware support for this model. The flow meter is unstable and shows large swings in either direction. These swings cause the flow feedback failure on the governor, and as a result, the governor is in constant alarm.

The flow meter console needs to be upgraded from the Accusonic 7510+ to the Accusonic 8510+, which will enable the use of the existing transmitters on the penstocks. This quote is to upgrade the console with Accusonic field technical services to commission the system. When the onsite Accusonic field service technician removes the transducers and determines their condition, they can also tell if the alignment pin has been sheared off or if there is an alignment issue. The 8510+ has much better diagnostic capability than the 7510+, so Accusonic Technician will have better information about what is happening.

The Tri-Dam Project completed an Accusonic upgrade at Donnells, Beardsley, and Tulloch in 2022. The Sandbar 7510+ to 8510+ conversion will complete the project. This part of the project is just a replacement for the Accusonic 7510+. Staying with Accusonic allows us to use the same spare parts, minimizing the inventory needed for repairs, and Tri-Dam employees are already familiar with this piece of equipment.

FISCAL IMPACT: \$50,000 including tax, freight and contingency

2023 Adopted Capital Budget - \$150,000 for flow meter project

ATTACHMENTS: Accusonic Proposal

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



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Mr. Daniel Hogue
 Technician
 Tri Dam Project
 31885 Old Strawberry Rd.
 Strawberry, CA 95375

340 The Bridge Street, Suite 204
 Huntsville, AL 35806
www.adsenv.com/accusonic
 ADS LLC, ADS Corp for CA only

Phone: (209) 965-3214
 Email: dhogue@tridamproject.com

Price Proposal

Upgrade an existing **Accusonic Model 7510+** console to Accusonic Model **8510+10ACR6** Flowmeter console at the **Tri Dam Sand Bar Powerhouse**.

DATE	March 6, 2023
TERMS	To Be Determined
SHIPMENT	FOB Shipping Point, Prepay & Add
DELIVERY	TBD After order approval
OFFER VALID	90 Days
PROJECT PERIOD	Not more than 1 year from ship date

Proposal Assumptions	
1.	Accusonic proposes to provide (1) new Model 8510+10ACR6 flowmeter console at the Tri Dam Sand Bar Powerhouse to upgrade their existing Accusonic Model 7510+ console (Previous Job No. FP-19359).
2.	Commissioning is included in this proposal per customer’s request.
3.	It is assumed the console mounting will be performed by customer personnel in advance of the Accusonic technician’s service visit.
4.	Proper operation of acoustic transit-time flowmeters requires that the flow stream in the measurement location is free of visible or microscopic entrained air bubbles that interfere with effective transmission of the acoustic signals.

Item	Qty	Hardware Description	Total Price (USD)
1.	1	PN 8510+10ACR6 Flowmeter Console <ul style="list-style-type: none"> • 10-Path Flow Measurement Capability • NEMA 4X (IP66) Wall-Mounted Enclosure • 90-250 VAC, 47-63 Hz or 100-300 VDC External Power • 7.7-inch LCD Touchscreen Color Display • (8) Isolated 4-20 mA Analog Outputs • (6) Contact Relay Outputs for Alarming • Modbus Interface via RS-232, RS-485 or TCP/IP • 16 Gigabyte Internal Data Logging Storage AccuFlow™ PC-based Software Interface – Available for Download	\$26,250.
2.	1	Standard Equipment Manual Available for download	
Subtotal for Hardware			\$26,250.
Ground Freight (Estimate provided upon request)			Prepay & Add
Total Hardware (TAXES EXCLUDED)			\$26,250.



Item	Qty	Basic Services Description	Total Price (USD)
3.	1	<p>Accusonic Field Technical Services include flowmeter commissioning and on-site operator training.</p> <p>NOTE: The cost for any third-party safety certification, that is specifically mandated in the customer’s terms and conditions, like Avetta or ISNetworld, will be added to the cost of our proposal.</p> <p>Commissioning shall include:</p> <ul style="list-style-type: none"> • Terminate transducer cables and wire them to the console. • Upload the as-built parameters and output ranges into the console. • Check that all diagnostic values are within tolerance for the application. • Cycle flow (if possible) and collect flow data to verify operation. • Please refer to Notes #7 and # 8 regarding services required by others. <p>Operator Training shall include:</p> <ul style="list-style-type: none"> • Allows for a single 4-hour session consisting of hands-on training at console. • The number of trainees that can be included in this training is only limited by the practical access to the live console. • Topics covered include principle of operation, console programming, meter functionality, inputs/outputs, software interface, basic maintenance, and troubleshooting. 	
4.		<p>Field Technical Service work described above is expected to require a minimum of One (1) mobilization and a total of up to four (4) days, including travel time to and from the customer site. Pricing is lump sum. If the work is accomplished in fewer days, there will be no reduction in price. Typical schedule would be as follows:</p> <ul style="list-style-type: none"> • 1 Trip – 4 Days total: 2 man-day to commission flowmeter console, evaluate the installed transducers and provide operator training, plus 2 full travel days. • Days during each trip are assumed to be consecutive days. • Trip report will be provided within 30 days following the service trip. • See Notes 7 & 8 on page 4 for details on responsibilities of all parties involved in the project. <p style="text-align: right;">Total for Standard Service: One (1) Mobilization and four (4) Days</p> <p style="text-align: right;">Travel & Living Expenses</p>	<p>\$ 16,890.</p> <p>Included</p>
		Grand Total for Hardware and Commissioning (excluding taxes)	\$43,140. (USD)

Item	Qty	Optional Services Description	Total Price (USD)
5.	Ea.	<p>Additional Days or Mobilizations: Any additional days (including idle days) and any additional mobilizations that are required to complete the service work will be invoiced as described.</p> <p style="text-align: right;">Additional Day Rate</p> <p style="text-align: right;">Travel & Living Expenses for Additional Days</p>	<p>\$ 1,500.</p> <p>Cost + 15%</p>

NOTES

1. This proposal does not include fastening hardware (studs, anchors, and associated hardware), protective cable conduit, junction boxes, electrical fittings, enclosure mounting hardware, pulling of cables, provision of AC mains power to the console, or mounting of the enclosure
2. Does not include duties, taxes, fees, customs fees, or other charges ex-U.S. in destination country. These are the responsibility of purchaser.
3. Does not include special, modified, or custom documentation or manuals. Standard Accusonic manuals, appropriate to equipment order will be provided.
4. Assessment of site suitability is based on configuration information provided by customer. Unsuitable site-specific conditions, such as aeration, cannot always be predicted prior to installation. Unsuitable site conditions may adversely affect performance of the equipment.
5. Proposal includes an electronic copy of approved operation and maintenance manuals, which are appropriate to the equipment ordered.
6. Submittal drawings will be based on configuration information provided by the customer. Unsuitable site-specific conditions, such as aeration, cannot always be predicted prior to the installation. Unsuitable site conditions may adversely affect performance of the equipment.
7. **Responsibility of others (i.e. customer or contractor during the installation and/or commissioning):**
 - a. **Labor:** Supply of support labor to assist the Accusonic service technician(s) for installation of the transducer assemblies, and commissioning of the flowmeter system; typically a minimum of one skilled laborer per day of installation and commissioning, plus a safety assistant as required.
 - b. **Safety:** Supply of qualified support labor needed to comply with any safety or confined space entry requirements, including training, proper safety precautions, the use of air monitoring and ventilation, and rescue standby personnel.
 - c. **Access:** Accusonic service technicians shall be allowed access to the inside of the pipe, along with proper lighting and ventilation.
 - d. **Utilities:** Supply of electrical power.
 - e. **Tools:** As determined at kickoff meeting, supply of light hand tools (hammers, grinders, etc.), drilling equipment and/or stud-welding equipment.
 - f. **Cables & Conduit:** Supply of cable conduit or cable trays, and the pulling of cables through conduit or cable trays.
 - g. **Console:** Mounting the console enclosure, performing conduit punch-outs and providing AC or DC mains power.
8. **The following is the responsibility of others IF required:**
 - a. **Scaffolding & Ladders:** Supply and erection of scaffolding, staging, and/or ladders in order to access the flowmeter system or the pipe.
 - b. **Tasks:** As directed by Accusonic service technician as required, any surface prep such as grinding, chipping or drilling.
 - c. **Patch Work:** Re-painting and/or re-patching of the pipe or linings (mortar, paint, cold tar, etc.).
 - d. **Hardware:** Any junctions boxes or electrical fittings.
9. This proposal includes the required number of field service days for installation and commissioning based on the recommended equipment and installation requirements. The client is responsible for ensuring adequate site access to allow the field services to be performed in the defined number of days. Should sufficient access not be provided, or delays incurred that are beyond Accusonic's control, the client is responsible for additional charges as described.



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- 10. **Extended Project Periods:** An automatic price escalation of 4% will be applied on the yearly anniversary date of order acceptance, unless a revised quote is presented according to the provisions of the Terms and Conditions. Warranty is as described in the Terms and Conditions. No provision is made for extended warranty.
- 11. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Acceptance of this proposal for the purchase of ADS LLC Products and Services constitutes your and/or your company's agreement to ADS' Standard Terms and Conditions found at <https://www.adsenv.com/termsconditions/>. ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products and services.

SIGNED

Customer Name

Signature

Printed Name/Title

Date

Site Name:

Ship-To Address (print):

Attn:

Billing Address (print):

Tax Rate:

ADS Corp d/b/a Accusonic

Signature

Printed Name/Title

Date

Direct questions about this quote to:

Kevin Young
+1 (909) 303-0958
KYoung1@idexcorp.com

Send Purchase Orders to:

Monique Dupré
(508) 273-9621
mdupre@idexcorp.com

BOARD AGENDA REPORT

Date: 3/16/2023
Staff: Summer Nicotero

SUBJECT: FERC Annual Lands Fee

RECOMMENDED ACTION: Discussion and possible action to approve the FERC annual lands fees for 2023

BACKGROUND AND/OR HISTORY:

The Federal Energy Regulatory Commission (FERC) bills Tri-Dam each year for use of government lands for the Authority facilities. These fees are calculated based on acreage used.

FISCAL IMPACT: \$2,532.37

ATTACHMENTS: FERC Invoice

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



FEDERAL ENERGY REGULATORY COMMISSION

HYDROPOWER ANNUAL CHARGES
SUMMARY OF BILLS FOR U.S. LANDS
FOR BILL YEAR 2023

Payment must be received by: 04/20/2023

Company ID: 019560

TRI-DAM POWER AUTHORITY

Rick Dodge
P.O.BOX 1158
PINECREST, CA 95374

Bill Number	Project-id	Amount Due	PLEASE INDICATE AMOUNT PAID
L23221-00	02975	2,532.37	_____
TOTAL AMOUNT DUE		\$ 2,532.37	

Please indicate amount paid by project/bill by completing the last column entitled AMOUNT PAID. The total AMOUNT PAID should equal the total of the check(s) being submitted.

RETURN THIS COMPLETED FORM WITH REMITTANCE(S) TO:

Federal Energy Regulatory Commission
P.O. Box 979010
St. Louis, MO 63197-9000



FEDERAL ENERGY REGULATORY COMMISSION

STATEMENT OF ANNUAL CHARGES FOR U.S. LANDS
FOR BILL YEAR 2023

PAYMENT MUST BE RECEIVED BY: 04/20/2023 **DATE OF STATEMENT:** 03/06/2023

BILL NUMBER: L23221-00 **PROJECT ID:** 02975

TRI-DAM POWER AUTHORITY

Rick Dodge
P.O.BOX 1158

PINECREST, CA 95374

LOCATION:
CA, TUOLUMNE

LIC. EFFECTIVE: 09/01/1983 **LIC. ISSUED:** 09/08/1983 **LIC. TYPE:** Conventional

CHARGES FOR USE OF GOVERNMENT LANDS			CHARGE	AMOUNT DUE	FERC USE
A. EXCLUSIVE OF TRANSMISSION LINES ZONE or STATE/COUNTY	ACRES	RATE		\$2,082.06	
CA, TUOLUMNE	86.00	24.21	\$2,082.06		
FIXED CHARGE			\$0.00		
B. TRANSMISSION LINES ZONE or STATE/COUNTY	ACRES	RATE		\$450.31	
CA, TUOLUMNE	18.60	24.21	\$450.31		
FIXED CHARGE			\$0.00		
SUBTOTAL:				\$2,532.37	
CREDIT:				\$0.00	
TOTAL CHARGE DUE:				\$2,532.37	

REMARKS: