



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

May 17, 2023

**SPECIAL BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
MAY 17, 2023
9:00 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 FRIDAY, MAY 12, 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 mballinger@oakdaleirrigation.com by 4:30 p.m., Tuesday, May 16, 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) 847-0341, 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

CONSENT CALENDAR

ITEMS 1 - 2

1. Approve the regular board meeting minutes of April 20, 2023.

2. Approve the April statement of obligations.
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ACTION CALENDAR

ITEMS 3 - 12

3. Discussion and possible action to authorize the General Manager to sign a Professional Services Agreement with Provost & Pritchard for Design, Engineering Services, Hydraulic Modeling and Technical Support Services (Phase 2 through 6) for the Tulloch Spillway Road Project, including authorization of a budget amendment.
 4. Discussion and possible action to authorize the Board Presidents and General Manager to sign the Notice of Completion for the Tulloch Day Use Project.
 5. Discussion and possible action to set the date for the ribbon cutting ceremony for the Tulloch Day Use Area.
 6. Discussion and possible action to designate the date of one Tri-Dam Project regular meeting in Strawberry.
 7. Discussion and possible action to adopt Resolution TDP 2023-04 for Designation of Bank Signatories on the California Local Agency Investment Fund (LAIF) accounts.
 8. Discussion and possible action to approve the Microwave Networks Training courses.
 9. Discussion and possible action to approve replacing the forklift in Strawberry.
 10. Discussion and possible action to approve the 2023 represented employee wage increase.
 11. Discussion and possible action to authorize the addition of the Maintenance and Hydro Operations Supervisor Positions.
 12. Review and approve JRP documents and Declaratory Relief preparation.
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COMMUNICATIONS

ITEMS 13 - 16

13. Staff reports as follows:
 - a. General Manager Report
 - b. Operations & Maintenance Report
 - c. Compliance Report
 14. Generation Report
 15. Fisheries studies on the Lower Stanislaus River
 16. Directors' Comments
-

CLOSED SESSION

ITEM 17

17. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *Lee Tyler et al. v. Oakdale Irrigation; et al.*

Calaveras Superior Court Case No. 17CV42319

2. *Tri-Dam v. Scott Frazier*
Eastern District of California No: 1:20-CV-00408-SKO
 3. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*
County of Sacramento Superior Court
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
One (1) case
- c. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
1. License Compliance Coordinator
- d. REAL PROPERTY NEGOTIATIONS
Government Code § 54956.8
Property: 043-110-026 and 043-110-032
Agency Negotiator: General Manager
Negotiating Parties: Billie Jean Tichenor Trust
Under Negotiation: Price and Terms

ADJOURNMENT

ITEM 18

18. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 5/17/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project April 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of April 20, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: April 20, 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**

April 20, 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

JOHN HOLBROOK
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS
DAVID KAMPER

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; Vera Whittenburg, Finance Manager, Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Mia Brown, Counsel, SSJID

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of March 16, 2023.

ITEM #2 Approve the March statement of obligations.

Director DeBoer moved to approve items one and two 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

ACTION CALENDAR

ITEM #3 Discussion and possible action to adopt Resolution TDP 2023-03 Authorization for Maintenance of Deposit Accounts.

President Weststeyn presented Resolution TDP 2023-03 Authorizing Maintenance of Bank Deposit Accounts adding Finance Manager Vera Whittenburg.

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 #4 Discussion and possible action to approve moving the May Board meeting date.

Summer Nicotero advised the Board of upcoming meetings and scheduling concerns and requested moving the Board meeting to May 17.

Director Santos moved to approve as presented. Director Roos 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 Discussion and possible action to authorize the General Manager to sign a letter of support for AB1594.

Summer Nicotero presented the draft letter for review in support of amending the Zero Emission Vehicle code.

Director DeBoer 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 #6 Discussion and possible action to approve the Department of Water Resources annual dam fees.

Summer presented the annual dam fees for Fiscal Year 2023/2024.

Director Santos moved to approve as presented. Director Kamper 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 possible action to approve the purchase of an emergency generator for Donnells Dam.

Chris Tuggle presented the quote for a 50kW generator and responded to Director questions.

Director Santos moved to approve 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 Discussion and possible action to approve replacing the roof on the Beardsley raw water tank.

Summer Nicotero stated the roof on the Beardsley Powerhouse raw water tank has been identified by insurance as needing repairs to ensure the integrity of the raw water tank.

Director Orvis moved to approve 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 #9 Discussion and possible action to approve replacing the forklift in Strawberry.

Chris Tuggle presented the forklift quotes and responded to Director questions.

Director Orvis moved to table this item until May 17, 2023 to allow exploration of an electric forklift. Director Spyksma seconded the motion.

ITEM #10 Discussion and possible action to approve the purchase of 2023 International Dump Truck.

Chris Tuggle presented the quotes and explained how the current vehicle is listed under the CARB "Low Mileage Exemption" and responded to Director questions.

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

The motion passed by the following roll call vote:

AYES: Orvis, Santos, Tobias, Holbrook, Kamper, Spyksma, Weststeyn

NOES: DeBoer, Doornenbal, Roos

ABSTAINING: None

ABSENT: None

ITEM #11 Discussion and possible action to approve Microwave Networks Support Services Program.

Chris Tuggle presented the quote and explained the radios cover six critical links that carry our security, control and business networks. This support contract covers return and repair warranty in the event of a component defect, phone support for diagnosing radio link outages or issues.

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 #12 Discussion and possible action to approve the purchase of a new milling machine.

Chris Tuggle presented the quotes for a new milling machine and responded to Directors questions.

Director Kamper moved to approve as presented not to exceed \$28,575. Director Santos seconded the motion.

The motion failed by the following roll call vote:

AYES: Santos, Tobias, Holbrook, Kamper, Roos

NOES: DeBoer, Doornenbal, Orvis, Spyksma, Weststeyn

ABSTAINING: None

ABSENT: None

Director Spyksma moved to approve not to exceed \$15,000 for a similar used machine. Director 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 #13 Discussion and possible action to authorize the General Manager to sign the Professional Services Agreement with Archer Energy Solution, LLC.

Summer advised the Board of a pending cyber security audit in August and added some of the items are already complete, but requests the full amount, although anticipates not spending it.

Director Tobias moved to approve not to exceed \$67,600 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 #14 Discussion and possible action to approve the purchase of a SF6 Gas Scale.

Chris Tuggle presented the quote and explained this scale will enable staff to track and inventory the cylinders on hand.

Director Santos moved to approve as presented. Director Roos 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 #15 Staff Reports:

- A. General Manager, Summer Nicotero
- Summer Nicotero provided a brief summary of her report.
- B. Operations and Maintenance Manager, Chris Tuggle
- Chris Tuggle did not have anything to add to his report.
- C. License Compliance Coordinator, Susan Larson
- Susan Larson did not have anything to add to her report.

ITEM #16 Generation Report

No report.

ITEM #17 Fisheries Studies on the Lower Stanislaus River

No report.

ITEM #18 Directors Comments

None.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:44 a.m.

The Tri-Dam Project meeting resumed at 11:01 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 11:02 a.m. and convened to Closed Session at 11:16 a.m.

ITEM #19 Closed Session

19. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
1. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*
County of Sacramento Superior Court
Case No. JCCP 5013
 2. *San Joaquin Tributaries Authority v. California State Water Resources Control Board*
(2021 Curtailment Case)
County of Fresno Superior Court
Case No. 21CECG02632
 3. *Lee Tyler et al. v. Oakdale Irrigation; et al.*
Calaveras Superior Court Case No. 17CV42319
 4. *Tri-Dam v. Scott Frazier*
Eastern District of California No: 1:20-CV-00408-SKO
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation

Government Code § 54956.9(d)(2)
One (1) case

c. REAL PROPERTY NEGOTIATIONS

Property: Water

Negotiating Parties: Oakdale Irrigation District, Chicken Ranch Rancheria Band of Me-Wuk Indians, Stockton East Water District, South Delta Water

Agency, Banta Carbona Irrigation District, and other potential unknown parties

District Negotiator: General Manager

Under Negotiation: Price and terms of payment of sale

d. REAL PROPERTY NEGOTIATIONS

Government Code § 54956.8

Property: 043-110-026 and 043-110-032

Agency Negotiator: General Manager

Negotiating Parties: Billie Jean Tichenor Trust

Under Negotiation: Price and Terms

e. 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

At the hour of 1:26 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.

ADJOURNMENT

President Weststeyn adjourned the meeting at 1:27 p.m.

The next regular board meeting is scheduled for May 17, 2023, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

Tri-Dam Project

Statement of Obligations

Period Covered

April 1, 2023 to April 30, 2023

TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS

Period Covered
April 1, 2023 to April 30, 2023

One-Half Oakdale Irrigation District	\$ 294,517.54
One-Half South San Joaquin Irrigation District	\$ 294,517.54
Total Obligations	<u>\$ 589,035.08</u>

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis

Ed Tobias

Linda Santos

Herman Doornenbal

Brad DeBoer

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

John Holbrook

Dave Kamper

David Roos

Glenn Spyksma

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,**

Thomas D. Orvis

SECRETARY,

Scot A. Moody

Date

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,**

Mike Weststeyn

SECRETARY,

Peter M. Rietkerk

Date

Tri Dam Project Statement of Obligations

Period Covered
From To
April 1, 2023 to April 30, 2023

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	98	\$338,640.14

Payrolls - Net Charges

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>	
13-Apr-23	Payroll	\$ 109,281.49	
27-Apr-23	Payroll	\$ 141,113.45	
Total Net Payroll		\$ 250,394.94	\$ 250,394.94

Total Disbursements for the Period	\$589,035.08
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Distribution Between Districts ~	
Oakdale Irrigation District	\$ 294,517.54
South San Joaquin Irrigation District	\$ 294,517.54
Total Districts	\$ 589,035.08

Project

April Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
129823	10066	ACWA-Assn of Calif Water Agencies	04/07/2023		650.00
129824	10044	American Valley Waste Oil Inc.	04/07/2023		265.00
129825	10068	AT&T Corp - Data Link	04/07/2023	Telephone	1,571.26
129826	11086	Benefit Resource, LLC	04/07/2023		150.00
129827	11010	Calaveras County Water District	04/07/2023		332.42
129828	10154	Calaveras Telephone Co.	04/07/2023		228.93
129829	10225	Debco Automotive Supply Inc.	04/07/2023		497.52
129830	10245	Doherty Tire of Sonora Inc.	04/07/2023		516.76
129831	11048	Fastenal (Vending)	04/07/2023		698.41
129832	10288	Fastenal Co.	04/07/2023		454.06
129833	10320	General Supply Co.	04/07/2023	Donnell valve house repairs, service center lights	3,666.16
129834	10333	Grainger Inc. W. W.	04/07/2023		984.88
129835	10938	Great America Financial Svcs.	04/07/2023		290.46
129836	11049	Hunt & Sons, Inc.	04/07/2023	Fuel	11,165.03
129837	10402	Kamps Propane	04/07/2023		949.26
129838	10872	Kelly-Moore Paint Company, Inc.	04/07/2023		717.68
129839	10879	Lowe's	04/07/2023	GM House painting, Beardsley water tank repairs, small tools	2,176.95
129840	10439	McMaster-Carr Supply Co.	04/07/2023		267.58
129841		VOID			0.00
129842		VOID			0.00
129843		VOID			0.00
129844		VOID			0.00
129845	10466	Mountain Oasis Water Systems & Btl Co L	04/07/2023		185.75
129846	11396	Hyrda Pro	04/07/2023		600.00
129847	10500	OID ~ Routine	04/07/2023	Admin / Finance Services	8,125.95
129848	11343	Tim O'Laughlin, PLC	04/07/2023	Legal Fees	4,090.00
129849	11011	Pacific Gas & Electric	04/07/2023	Utilities	2,942.26
129850	11274	PAR Environmental Services, Inc.	04/07/2023	Hells Half Acre Treatment Progress	33,465.00
129851	11414	Provost & Pritchard	04/07/2023	Hells Half Acre Road Repair, Rock slide & Tulloch Spillway ph1	11,983.36
129852	11404	Siemens Industry, Inc.	04/07/2023	RTU Replacement Project	14,868.00
129853	10611	Sierra Controls LLC	04/07/2023		446.88
129854	10933	Smile Business Products	04/07/2023		187.64
129855	10641	Sonora Airco Gas & Gear	04/07/2023		99.44
129856	10665	Staples	04/07/2023	paper, ink cartridges, misc office & breakroom	1,699.41
129857	10718	Tractor Supply Credit Plan	04/07/2023		46.11
129858	10749	UPS	04/07/2023		52.56
129859	11258	Verizon	04/07/2023		178.04
129860	10771	W.D. Edwards Co. LLC	04/07/2023	FERC Part 12D Inspections & Reporting	3,780.00
129861	10183	Cal PERS S457 Plan	04/13/2023	EE Retirement Plan	1,275.00
129862	10815	Cal PERS System	04/13/2023	EE/ER Retirement Plan	18,070.91
129863	10811	IBEW	04/13/2023	EE Union Dues	1,287.76
129864	10812	Nationwide Retirement Solution	04/13/2023	EE Retirement Plan	3,800.56
129865	10931	360Training.com, Inc.	04/19/2023	Hydro Series Operator Training	1,600.00
129866	11240	Arnett Industries, LLC	04/19/2023		480.40
129867	10866	AT&T Teleconference Services	04/19/2023		22.77
129868	11333	C.J. Brown & Company, CPAs	04/19/2023	Auditing Services	1,280.00
129869	10986	Cal-Waste Recovery Systems, LLC	04/19/2023		27.14
129870	10935	Data Path, Inc.	04/19/2023	Network Support	3,194.75
129871	10294	FISHBIO Environmental LLC	04/19/2023	Fish Studies	87,335.43
129872	10399	JS West Propane Gas	04/19/2023		126.07
129873	10883	Paddock Appraisal Service, Inc.	04/19/2023	Property appraisal	4,000.00
129874	11389	Paris Kincaid Wasiewski	04/19/2023	Legal Fees	2,625.00
129875	10535	Pitney Bowes GFS LLC	04/19/2023		237.96
129876	11444	RA Automotive Software Solutions, Inc.	04/19/2023	Software & License CARB heavy duty Inspector/Maintenance Program	1,642.52
129877	10904	Sonora Ford	04/19/2023		671.08

129878	10749	UPS	04/19/2023		13.97
129879	10891	Wagner & Bonsignore Consulting Civil En	04/19/2023		828.75
129880	10776	Waste Mgmt of Cal Sierra Inc.	04/19/2023		567.61
129881	10778	Watermark Engineering Inc.	04/19/2023	Streamgaging	6,250.00
129882	10013	Acme Rigging and Supply Co. Inc.	04/21/2023		244.18
129883	10013	Acme Rigging and Supply Co. Inc.	04/21/2023		684.58
129884	10225	Debco Automotive Supply Inc.	04/21/2023	Batteries, oil, oil filters, supplies, wheel bearings	3,379.39
129885	10300	Frasco Profiles	04/21/2023		126.53
129886	10333	Grainger Inc. W. W.	04/21/2023		190.67
129887	11049	Hunt & Sons, Inc.	04/21/2023		355.17
129888	10428	M C I	04/21/2023		24.60
129889	11353	Nates Saw and Mower, LLC	04/21/2023		92.41
129890	10477	National Flooring & Supply	04/21/2023	GM House upgrade	4,347.50
129891	10135	NewsData LLC	04/21/2023	Annual Subscription	4,400.00
129892	11343	Tim O'Laughlin, PLC	04/21/2023	Legal Fees	6,075.00
129893	11004	Pacific Gas & Electric	04/21/2023		99.18
129894	11438	Pacific Gas & Electric	04/21/2023		32.06
129895	11414	Provost & Pritchard	04/21/2023	Hells Half Acre Road Repair	1,067.00
129896	10888	AASC Safety Council	04/21/2023		119.00
129897	10588	Santa Fe Electric Inc.	04/21/2023		239.00
129898	10904	Sonora Ford	04/21/2023		347.64
129899	10749	UPS	04/21/2023		11.73
129900	11448	Dan's Machine Tool, Inc	04/25/2023	Milling Machine Deposit	2,500.00
129901	11443	American Crane Rental, Inc.	04/27/2023	Beardsley Bridge Removal	27,497.50
129902	11240	Arnett Industries, LLC	04/27/2023	Glove testing and new gloves	2,155.75
129903	10068	AT&T Corp - Data Link	04/27/2023		324.37
129904	10184	Clark Pest Control - Pest	04/27/2023		182.00
129905	11447	Curricula	04/27/2023	Security & Compliance Training	4,420.00
129906	10250	Downey Brand Attorneys LLP.	04/27/2023	Tulloch Litigation	11,471.24
129907	11048	Fastenal (Vending)	04/27/2023		321.25
129908	11049	Hunt & Sons, Inc.	04/27/2023	Fuel	9,604.17
129909	10402	Kamps Propane	04/27/2023	Utilities	1,012.99
129910	10466	Mountain Oasis Water Systems & Btl Co L	04/27/2023		248.75
129911	11353	Nates Saw and Mower, LLC	04/27/2023		26.84
129912	10513	Pacific Gas & Elec - Non Util	04/27/2023		168.28
129913	11011	Pacific Gas & Electric	04/27/2023	Utilities	2,752.29
129914	10514	Pacific Gas & Electric Co.	04/27/2023	Utilities	5,989.07
129915	10709	Tidy Tech	04/27/2023		177.23
129916	10618	Sierra Motors	04/27/2023		335.61
129917	10904	Sonora Ford	04/27/2023		595.62
129918	11005	Sonora Lumber Company	04/27/2023		309.94
129919	10666	Star Microwave Service Corp.	04/27/2023	Communication repairs at Division	3,003.00
129920	10749	UPS	04/27/2023		38.16

Report Total: \$ 338,640.14

BOARD AGENDA REPORT

Date: May 17, 2023

Staff: Susan Larson

SUBJECT: Tulloch Spillway Road—Design, Engineering and Technical Support Services for Phases 2 through 6.

RECOMMENDED ACTION: Review and authorize the General Manager to sign a Professional Services Agreement with Provost & Pritchard for Design, Engineering Services, Hydraulic Modeling and Technical Support Services (Phase 2 through 6) for the Tulloch Spillway Road Project, including authorization of a budget amendment.

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.

The Board authorized Provost & Pritchard to move forward with Phase I, initial design and study for the Tulloch Spillway Road Project. As presented to the Board during a study session in March 2023, Phase I is now complete. Based upon comments of the Board, internal staff discussions, and consultation with the Bureau of Reclamation Staff and FERC, Provost & Pritchard has prepared the attached proposal to cover the remaining design phases of the project (excluding construction phase engineering services), as noted, including completion of the hydraulic modeling, development of design criteria, project design and preparation of technical plans and drawings for submittal to FERC. This proposal will also cover the hiring of a sub-consultant to peer review the plans to provide a greater level of certainty and validation of the design.

Although the original proposal included a description of the phases of this project, Phase I only was approved at that time, and this proposal would cover Phases 2 through 6. It is important to note that the design work and technical studies are more complicated than originally envisioned as the investigation process revealed parameters and options that need to be included in order to ensure the project's success. In addition, the hydraulic modeling will be useful for other dam safety projects, including FERC Part 12D follow up.

Provost & Pritchard design engineers are well equipped to provide these services, given their past performance and experience.

FISCAL IMPACT:

2022 Tulloch Spillway Studies Budget:	\$250,000.00
2022 Provost & Pritchard Design Phase I:	\$ 36,200.00
2022 Provost & Pritchard Phase I Paid in 2022:	\$ 24,265.49
Provost & Pritchard Phase I Paid in 2023:	\$ 10,949.90
Total Billed on Phase I (2022/2023)	\$ 35,215.39
2023 Provost & Pritchard Proposal Phases 2 – 6:	\$351,500.00
2023 Tulloch Spillway Studies Budget:	\$190,000.00*
2023 Budget Amendment Required:	\$172,165.29**

*The budget amount for 2023 was an estimate only by the Interim GM, and it anticipated replacement of the road damages as they existed. As Phase I proceeded, and in conjunction with agency consultation and Board input,

the project broadened in scope to include an overall repair and replacement to build a roadway that can appropriately function for many years, and be operated under many different operational constraints. The original estimate did not include the full costs of additional agency consultation for determining design parameters related to spillway capacity with the Bureau of Reclamation and FERC, peer review added by P&P at Board request and now included as a sub-consultant (Cotton, Shires and Associates, Inc.). In addition, the hydraulic modeling has become a necessary component as P&P evaluates the entire length of the roadway, including the existing arch culvert bridge. It will also serve an important dual purpose and be used for other dam safety issues, including Part 12D responses.

**The proposed budget adjustment total includes the P&P Phase 2-6 proposal total of \$351,500.00 minus the 2023 budget amount of \$190,000.00 plus the \$10,949.90 paid to P&P in 2023 since the work overlapped 2022/2023. It is quite possible that Phases 2-6 will not actually be completed in 2023 as Phase 2 will be the determining factor as design criteria are finalized in this phase and may affect the estimate for Phase 3. It will be the team's collective goal to proceed systematically and with precision to ensure the overall success of the project.

ATTACHMENTS: Draft PSA and Provost & Pritchard 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)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of May 17, 2023, (the “Effective Date”) by and between the **Tri-Dam Project**, 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**, 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: Design and Engineering Services for the Tulloch Spillway Repair Project-Phases 2 through 6. Services to be provided by Consultant (“Services”) and other work to be performed (“Work”) are specifically described in the Proposal, dated May 8, 2023, which is incorporated herein by reference.

Exhibit A includes the proposal and scope of services.

2. **Term of Agreement.** This Agreement shall commence on May 17, 2023 and terminate on completion of the project, as deemed by the Client, 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 the Scope of Services and Fee Schedule, according to Provost & Pritchard’s Standard Fee Schedule approved in 2023-PSA—0517-01, shall be effective for the duration of performance of the Services, unless otherwise negotiated by the parties, approved by Client’s Board of Directors, and consented to in writing by Client as an amendment to this Agreement. Attached as **Exhibit B**.

Total compensation to Consultant for Services performed under this Agreement—Phases 2 through 6, including fees and expenses, shall not exceed Three Hundred Fifty One Thousand, Five Hundred Dollars and 00/100 (\$351,500.00).

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

19969 Greenley Road, Suite J
Sonora, CA 95370
Attn: Alex Collins
Telephone: (866) 776-6200

With courtesy copies to:

Oakdale Irrigation District

1205 E. F Street
Oakdale, California, 95361
Attn: Scot A. Moody, General Manager
Telephone: (209) 847-0341
Facsimile: (209) 847-3468

South San Joaquin Irrigation District

P.O. Box 747
Ripon, California, 95366-0747
Attn: Peter M. Rietkerk, General Manager
Telephone: (209) 249-4600
Facsimile: (209) 249-4688

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.

- a. 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.
- b. 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.
- c. 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").

- a. 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.
- b. 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.
 - c. 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 C**.
- (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 Oakdale 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 insure 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's Board of Directors, 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. Liquidated Damages. In the event that Consultant terminates this Agreement pursuant to Section 19, Consultant acknowledges that Client may be irreparably harmed by Consultant's failure to deliver the final Work Product to Client. Consultant further acknowledges that the amount of damages may be difficult to quantify. As such, Consultant agrees that in the event Client contracts with a third party to complete the Work Product due to Consultant's termination, Client shall be compensated by Consultant for any amounts expended in excess of the amount contemplated by this agreement as liquidated damages.

For the purpose of this Section 20, "cause" shall be defined as a circumstance or condition whereby Consultant is unable to perform the Work due to Client's failure to provide appropriate information or resources in a timely manner, and said circumstance or condition remains uncured after 30 days.

21. 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.

22. 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.

23. 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.

24. 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 of 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
Director of Operations

Date

EXHIBIT "A"
SCOPE OF WORK

Attached, Proposal for Design and Engineering Services
Proposal No. 4081-22-002
Dated: May 8, 2023

Project No. 4081-22-002

May 8, 2023

Summer Nicotero
Susan Larson
Tri-Dam Project
PO Box 1158
Pinecrest, CA 95364-0158

**Subject: Proposal for Design and Engineering Services
Tulloch Spillway Repair Project**

Dear Ms. Nicotero and Ms. Larson:

Thank you for the opportunity to submit this Proposal to Tri-Dam Project (TDP) for the Tulloch Spillway Repair Project. This Proposal discusses our understanding of the next steps of this project, recommends a scope of services together with associated fees, establishes deliverables and approximate schedules, sets forth our assumptions and discusses other necessary services that we can assist with as the project proceeds.

Project Background

Please refer to the Provost & Pritchard (P&P) August 25, 2022 proposal and March 3, 2023 Memorandum (memo) for project history and discussion.

Our initial scope for this current project effort included a site visit by key personnel, compilation and analysis of the relevant historical data and provide additional work scope for design completion and repairs for construction bidding. As detailed in our March 2023 memo, our team performed the following work that was not included in our original Phase 1 scope:

- Attended a virtual team meeting with TDP and Federal Energy Regulatory Commission (FERC)
- Attended a TDP Board meeting on March 16, 2023 to discuss design criteria for the project
- 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 and have included the time in this Proposal.
- Attend a virtual meeting with the US Bureau of Reclamation (not billed to this project) to assist with identifying the magnitude of operational flood control releases.

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 past litigation on this project and provide peer review on P&P's design. We have included their Proposal as an attachment to this Proposal and their fees are captured in our current fee estimate.

Scope of Services

Phase 2 – Hydraulic Modeling, Data Review of Consultant Files, and Develop Design Criteria

During our meeting with the TDP Board on March 16, 2023 and subsequent email correspondence with TDP personnel, it was requested that P&P further develop design criteria based on the following considerations:

- Provide documentation of modified previous assumptions of design flow with updated USBR provided magnitude of design flows determined to be 11,100 cfs (8,000 cfs for Orange Blossom limitations, plus the two canal flow maximums)
- Identify the magnitude of existing spillway outlet channel capacity
- Structural evaluation of existing arch culvert bridge section for constraints
- Design for full restoration of designed capacity of the spillway channel assumes 11,100 cfs release per individual gate
- Consider possibilities of water seepage through bedrock fractures during spillway operations and risk of potential of such water reaching the Unit #3 powerhouse

P&P will provide modeling as requested showing the different scenarios requested by the Board and TDP staff. Our proposed fees are based on providing TDP with up to 30 iterations of modeling to include the following scenarios:

- Capacity of spillway channel with four different combinations of various gates to determine estimated flows down the existing road leading to the powerhouse
- Scenarios showing 11,100 cfs flowing through all seven gates (individually) to determine flow patterns and characteristics of releases from each gate
- Show combinations of gates open and different locations of the proposed roadway flood gate and trench
- Show 11,100 cfs through gates 6 and 7 for current conditions and to determine flow pattern at peak discharge and determine capacity of existing training berm and bridge along with proposed modifications to the training berm, including structural review with the goal of evaluating whether the existing bridge can accommodate 11,100 cfs discharge flows without damage
- Provide a report summarizing the scenarios modeled

Work identified in this scope will also include:

- Coordination and consultation with P&P's subconsultant CSA. CSA will provide files from the past investigation and P&P will determine if the information is sufficient to identify what portions of the existing concrete pavement can be saved and the method for connecting to rock or if additional investigation is warranted. If additional investigation is warranted, that work is not included in this scope and fee estimate and P&P will provide an additional scope and estimate for that work if determined necessary.
- Attend one virtual meeting with CSA for presentation of summary of previous work and present P&P design approach.

- Attend one site visit with P&P personnel, CSA personnel and TDP personnel (if warranted). During site visit, observe spillway flows and compare observations of bedrock fracture flows with previous observations.

As requested by the TDP Board, P&P will contract with CSA to provide peer review for geologic and geotechnical engineering, civil engineering and review of our modeling scenarios. CSA will review the current 50% design drawings and subsequent 75% design in future phases and provide documentation of their peer review and recommendations.

P&P anticipates up to two virtual meetings with TDP staff to present the modeling. We anticipate having this work completed in 6 to 8 weeks and will schedule meetings with TDP staff to review data as needed.

The purpose of work identified in this phase is to confirm the design criteria for the preferred solution to be used in the Phase 3 scope of services so that P&P can provide cost-effective and efficient work in additional phases.

Phase 3 – Engineering Design and Drawings (Budget is estimate only)

Phase 3 work will include two phases of design, from the current 50% design to 75% for initial comments and review by TDP. After TDP's review of 75% design, P&P will move forward with 95% design drawings for submittal and approval by FERC. This phase will also include revisions after FERC's review and assuming they will have comments. Detailed tasks include:

- Final modeling and reporting anticipated for design submittal to FERC.
- We anticipate a flood gate will be part of the final design and have included estimated time for electrical design in this phase. We understand that power for the gate operation is available on site and can be routed to the gate site.
- Prepare 75% design drawings for CSA peer review and TDP review and comment.
- Prepare 95% design drawings for submittal and approval of FERC.
- Peer review of P&P's structural, geotechnical/geologic and hydraulic final design efforts by CSA.

P&P has provided a fee estimate for budget only. We anticipate this phase will be straightforward with the final design criteria and assumptions having been defined in Phase 2. We will review the budget after completion of Phase 2 work and provide TDP with an update at that time.

The 75% design drawings will not begin until Phase 2 is completed and assuming no additional investigation work is needed. We anticipate 75% drawings will be sent to CSA for peer review within 3 months of Phase 2 completion, and distribution to TDP for review within 2 weeks of completion of CSA's review and comments. Delivery of 95% drawings is dependent on the extent of changes from 75% review, though P&P anticipates distribution from receipt of TDP review and comments of 75% drawing to 95% can be complete within 2 months.

Phase 4 – Regulatory Agency Consultation and Support

P&P's scope for Phase 4 is anticipated to include a FERC required QA/QC plan and will provide this plan under Phase 4.

We anticipate Phase 4 to begin after submittal of the 95% drawings to FERC. We have assumed attending two virtual meetings and anticipate delivery of the QA/QC plan as a PDF file for submittal to FERC.

Phase 5 – 95% Engineer’s Opinion of Probable Construction Cost

The previous Opinion of Probable Construction Cost was published in August 2020 using projected 2021 dollars. Phase 5 will consist of preparing a construction cost estimate reflecting the 95% Drawings prepared in Phase 3. This task will include review of and updating the unit prices and quantities. A letter report will be provided for documentation.

P&P anticipates providing this estimate as a PDF file via email after TDP approval of 95% drawings.

Phase 6 – Technical Specification Documents

Phase 6 work will be produced in phases starting with preparing technical specifications at the 75% design level. After TDP review and approval, we will finalize the 75% level technical specs.

We anticipate P&P will prepare contract and technical specification documents to be used for bidding after FERC approval. For-Bid Contract Documents will include Divisions 00, 01, 02 and 03 and Drawings and provided in electronic format to TDP. The scope for this work will be included in a future proposal for pre-construction and bidding support.

Professional Fees

P&P will perform the services described on a time and expense basis in accordance with our Standard Fee Schedule attached. These fees will be invoiced monthly as they are accrued and our total fees will not exceed our estimate as detailed below without written authorization. The estimated total fee will not be exceeded without prior authorization by TDP.

Proposed Fee – Tulloch Spillway Design and Engineering	
Phase	Estimated Fee
Phase 2 – Hydraulic Data, Consultation and Modeling	\$157,800
Phase 3 – Design and Drawings (estimate only)	\$113,500
Phase 4 – Regulatory Agency Consultation and Support	\$14,800
Phase 5 – 100% Engineer’s Opinion of Probable Construction Cost	\$25,100
Phase 6 – Contract and Technical Specifications	\$40,300
Total Estimated Fee:	\$351,500

If we mutually agree that additional engineering work that is beyond our scope is required, then we will perform such work on a time-and-expense basis in addition to our estimated fee.

The line items shown above are estimates and are not intended to limit billings for any given Phase. Required effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total Estimated Fee shown without additional authorization. If the scope changes materially from that described above, because of any agency’s decision or

because of design changes requested by the Owner, we will prepare a revised estimate of our fees for your approval before we proceed.

Schedule

P&P's work for Tulloch Spillway Road Repair Project can start immediately following a Notice-to-Proceed or as directed.

Assumptions

- A. No geotechnical investigation or testing is included in this scope.
- B. Existing facilities will be integrated into the design based upon the record drawings of facilities.
- C. Environmental requirements, if any, are not included in this scope.
- D. No additional topographic surveys are required.
- E. No modification of the existing ground surface of the spillway to the north of Gate 1 is included in scope.

Additional Services

We anticipate that after the work scope included in Phases 2 through 6 of this Proposal is completed, P&P will be able to provide a proposal to complete the plans and specifications for bidding and for construction phase engineering/construction management (CM) services. The CM proposal will be based on TDP's anticipated needs of P&P staff and our preliminary estimate of the construction schedule. Actual schedule and any implications regarding our CM fees will be reviewed and confirmed after the contractor is selected and the contractor's baseline schedule is submitted.

Terms and Conditions

If this Proposal is acceptable, please prepare a Professional 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-in-Charge



Alex Collins, RCE 78242
Director of Operations

Attachments

- Table 1 – Fee Estimate Summary
- Cotton, Shires and Associates, Inc. Proposal
- Standard Fee Schedule

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

Project Task and Name: TDP - Tulloch Spillway
P&P Project Number: 4081-22-002
Prepared by: B. Ehlers/S. Lewis/K. Tarantino
Date: 5/8/2023

Description	Quantity	Rate Type	Rate	Cost Estimate
Phase 2 - Hydraulic Modeling, Data Review, Design Criteria				
Personnel				
Principal Tunneling Consultant II	120	hr.	\$245	\$ 29,400
Principal Engineer IV	46	hr.	\$238	\$ 10,948
Principal Structural Engineer IV	40	hr.	\$220	\$ 8,800
Principal Engineer I	100	hr.	\$207	\$ 20,700
Senior Engineer I	64	hr.	\$164	\$ 10,496
Associate Geologist/Hydrog IV	64	hr.	\$147	\$ 9,408
Senior Project Administrator IV	58	hr.	\$145	\$ 8,410
Project Administrator II	16	hr.	\$88	\$ 1,408
Consultants and Reimbursables				
Cotton, Shires & Associates			\$28,750	\$28,750
P&P Travel Expenses			\$75	\$75
P&P Work from Phase 1			\$15,000	\$15,000
Subtotal - Phase 2				\$143,395
10% Contingency				\$14,340
Total Fee Estimate - Phase 2				\$157,735
Phase 3 - Design and Drawings				
Personnel				
Principal Tunneling Consultant II	44	hr.	\$245	\$ 10,780
Principal Engineer IV	24	hr.	\$238	\$ 5,712
Principal Engineer III	56	hr.	\$227	\$ 12,712
Principal Structural Engineer IV	24	hr.	\$220	\$ 5,280
Principal Engineer II	68	hr.	\$217	\$ 14,756
Principal Engineer I	32	hr.	\$207	\$ 6,624
Senior Engineer I	122	hr.	\$164	\$ 20,008
Associate Engineer V	40	hr.	\$156	\$ 6,240
Assistant Engineer I	12	hr.	\$105	\$ 1,260
Associate Technician II	50	hr.	\$107	\$ 5,350
Senior Project Administrator IV	20	hr.	\$145	\$ 2,900
Consultants and Reimbursables				
Cotton, Shires & Associates			\$11,500	\$11,500
Subtotal - Phase 3				\$103,122
10% Contingency				\$10,312
Total Fee Estimate - Phase 3				\$113,434

Phase 4 - Regulatory Agency Consultation and Support				
Personnel				
Principal Tunneling Consultant II	18	hr.	\$245	\$ 4,410
Principal Engineer IV	10	hr.	\$238	\$ 2,380
Senior Project Administrator IV	46	hr.	\$145	\$ 6,670
Subtotal - Phase 4				\$13,460
10% Contingency				\$1,346
Total Fee Estimate - Phase 4				\$14,806
Phase 5 - 95% Engineer's Opinion of Probable Construction Cost				
Personnel				
Principal Tunneling Consultant II	24	hr.	\$245	\$ 5,880
Principal Engineer IV	2	hr.	\$238	\$ 476
Principal Engineer III	10	hr.	\$227	\$ 2,270
Principal Structural Engineer IV	20	hr.	\$220	\$ 4,400
Principal Engineer II	20	hr.	\$217	\$ 4,340
Senior Engineer I	26	hr.	\$164	\$ 4,264
Senior Project Administrator IV	8	hr.	\$145	\$ 1,160
Subtotal - Phase 5				\$22,790
10% Contingency				\$2,279
Total Fee Estimate - Phase 5				\$25,069
Phase 6 - Contract and Technical Specifications				
Personnel				
Principal Tunneling Consultant II	24	hr.	\$245	\$ 5,880
Principal Engineer IV	8	hr.	\$238	\$ 1,904
Principal Engineer III	18	hr.	\$227	\$ 4,086
Principal Engineer II	24	hr.	\$217	\$ 5,208
Senior Engineer I	20	hr.	\$164	\$ 3,280
Associate Geologist/Hydrog IV	32	hr.	\$147	\$ 4,704
Assistant Engineer I	16	hr.	\$105	\$ 1,680
Senior Project Administrator IV	68	hr.	\$145	\$ 9,860
Subtotal - Phase 6				\$36,602
10% Contingency				\$3,660
Total Fee Estimate - Phase 6				\$40,262
Total Fee Estimate - Phase 2 through Phase 6				\$351,306



May 3, 2023
E6133

Scott Lewis
PROVOST & PRITCHARD CONSULTING GROUP
19969 Greenley Road, Suite J
Sonora, CA 95370

SUBJECT: Confirming Agreement for Peer Review Services
Tri-Dam Project
Tulloch Dam Powerhouse Unit #3 Access Road Design
Tulloch Lake, California

Dear Scott:

Cotton, Shires and Associates, Inc. (CSA) is pleased to provide Provost & Pritchard Consulting Group (PP) and Tri-Dam with this Confirming Agreement for engineering geologic, geotechnical, and civil engineering peer review services for the Tri-Dam Project, consisting of a re-design of the access road that extends across the spillway to Tulloch Dam's Powerhouse Unit #3. As you are aware, a portion of the access road that was constructed in 2011/2012 was severely damaged during spillway releases in May, 2017.

CSA was retained in 2019 by Collins and Collins, LLP, a law firm from Walnut Creek representing MWH (Stantec), to investigate and provide expert consultation on the causation of the Tulloch Dam powerhouse access road failure. Our scope of work included review of the original design plans for the roadway, review of roadway construction photographs and construction daily reports, preparation of a topographic map using surveyed control points and aerial photographs taken with a drone, distress mapping of the roadway and retaining wall supporting the outer edge of the road, exploratory coring of the concrete roadway and base material, and laboratory testing. Patrick Shires (Civil and Geotechnical Engineer), Dale Marcum (Geological Engineer), John Wallace (Engineering Geologist), and David Schrier (Civil and Geotechnical Engineer) provided expert consultation to Collins and Collins, LLP on the project (see attached resumes). Collins and Collins, LLP and their client (Stantec) have authorized CSA to release any and all documents obtained during our causation investigation (see email attached from Ryan Harley from Collin and Collins, LLP).

We have been provided with a memorandum from PP, dated March 7, 2023, that outlines PP's 50% design drawings, along with discussion items and design concepts. We are providing the following scope of work, schedule and fee to perform geotechnical peer

review services for Tri-Dam of PP's memorandum and drawings regarding the Tulloch Dam Powerhouse Unit #3 Access Road Re-design:

CIVIL, GEOTECHNICAL, AND ENGINEERING GEOLOGIC PEER REVIEW

Phase 1 – Compilation and Consultation

- A. Compilation of CSA Data – We will compile the data and documents generated by CSA during our involvement with the investigation into the causes of the roadway failure, including core logs, roadway distress maps, retaining wall distress maps, and laboratory test results.
- B. Presentation/Meeting with Design Team – We will meet with the Project design team to present a summary of our findings from our causation investigation, and to have the design team present their proposed re-design concepts.
- C. Site Reconnaissance – It would be valuable to inspect the site with the Project Design Team, preferably during a significant spring flood release.
- D. Consultation – We will consult with you on design concepts being contemplated for incorporation into the 50% design drawings.

Phase 2 – Review of Design Drawings

- E. Access Road Design Review – We will review the 50%, 75%, and 95% design documents provided to us from an engineering geologic, geotechnical, and civil engineering perspective related to the proposed access road re-design.
- F. Reporting – We will summarize our review of the documents and site observations and generate a peer review letter outlining our findings and recommendations. We will also summarize minutes of any meetings in memorandum format so that issues and items discussed are documented and conveyed to PP and Tri-Dam.
- G. Meeting(s) – We will attend video-conference and in-person meetings, as requested.

SCHEDULE

We are prepared to start immediately upon authorization to proceed and anticipate that our compiled data could be forwarded to PP within one to two weeks of authorization.

The remaining tasks would be coordinated with PP and would be performed on a timely basis in accordance with their scheduling needs.

FEE

We propose to invoice you for our services monthly on a time-and-expenses basis in accordance with the attached Schedule of Charges. We estimate that our fees for Phase 1 - Compilation and Consultation outlined above will likely range from \$15,000 to \$20,000. We would not invoice in excess of \$20,000 without prior authorization. Phase 2 costs are difficult to assess at this time, but we anticipate at least \$10,000 for this phase.

AGREEMENT

If you agree with the Scope of Work, Schedule, and Fee outlined above, as well as the attached Schedule of Charges, Limitations, and Terms, please sign one copy of this Confirming Agreement and return it to our office. Receipt of the signed Confirming Agreement will constitute authorization for us to proceed.

We look forward to providing you with the professional services discussed above. If you have any questions, or need additional information, please contact us.

Very truly yours,
COTTON, SHIRES AND ASSOCIATES, INC.



John M. Wallace
Principal Engineering Geologist



Reviewed By:

Patrick O. Shires
Senior Principal Geotechnical Engineer

Approved and Authorized By

Date

JMW:DRM:POS:st

Attachments: CSA 2023 Schedule of Charges, Limitations and Fees (2 Pages)
CVs for John Wallace, Patrick Shires, David Schrier, and Dale Marcum
Email Authorization From Collins and Collins

COTTON, SHIRES AND ASSOCIATES, INC.

COTTON, SHIRES AND ASSOCIATES, INC.
SCHEDULE OF CHARGES, LIMITATIONS AND TERMS FOR PROFESSIONAL SERVICES (Page 1 of 2)

January 2023

Personnel Charges

Senior Principal Engineer/Geophysicist	\$ 340/hr
Principal Geologist/Engineer	\$ 285/hr
Supervising Geologist/Engineer	\$ 235/hr
Senior Geologist/Engineer	\$ 210/hr
Senior GIS Specialist	\$ 190/hr
Senior Staff Geologist/Engineer	\$ 180/hr
Staff Geologist/Engineer	\$ 160/hr
Field/Laboratory Technician	\$ 135/hr
Clerical/Accounting	\$ 100/hr

Equipment and Supply Charges

Drone System	\$ 230/day
Inclinometer System	\$ 230/day
Piezometer Data Acquisition System	\$ 120/day
Total Station Surveying Equipment	\$ 350/day
GPS Surveying Equipment	\$ 450/day
Nuclear Moisture/Unit Weight Gauge	\$ 170/day
Rope Climbing Safety Equipment	\$ 290/day
Multi-Channel Seismograph System and ReMi	\$ 345/day
Nearmap Aerial Photographs	\$ 210/site
Vehicle Mileage (or Current IRS Approved Rate)	\$.625/mi
Aircraft Mileage (or Current GSA Approved Rate)	\$1.52/nmi
Photocopying (B&W-Color)	\$.25-.60/copy
Engineering (Large Format) Copier	\$.60/ft ²
Computer Assisted Color Plotting	\$ 15/sq. ft.

Limitations and Terms for Professional Services

AGREEMENT – This Schedule of Charges, Limitations and Terms for Professional Services as an attachment to a signed Proposal or Client Contract constitutes an “Agreement” between COTTON, SHIRES AND ASSOCIATES, INC. (CSA) and the Client. Client has authorized commencement of the work under this Agreement by signing the “Approved by” section of the Proposal or Contract. The Agreement is hereby incorporated and made part of the Contract between the parties. In consideration of the mutual Agreement set forth herein and intending to be legally bound, the parties hereto agree as to the following:

Invoicing and Payment – Client shall pay CSA compensation as outlined in the Proposal or at the rates determined in the above Schedule of Charges and according to the payment terms below. If the work extends into subsequent calendar years, the Schedule of Charges in effect for the year the work was conducted shall prevail unless otherwise agreed to in the contract for the work. Invoices may be prepared and submitted by CSA on a monthly basis or when the work is completed, at CSA’s option. Payment is due upon receipt and is past due thirty (30) days from date of invoice. A service charge of 1.5% per month, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client. If payment of invoices is not current, CSA may suspend performing further work at no liability to CSA.

Relationship between CSA and Client – CSA is retained by the Client to investigate and to consult with the Client regarding the Project, as defined in the Proposal. Client shall provide CSA in writing with all information relevant to the Project and shall advise CSA of any condition known to Client that may affect CSA’s performance under this Agreement. CSA’s services are for the benefit of the Client, but Client recognizes that the extent of those services is limited by the time-frame chosen and the funds expended by the Client for the investigation. CSA has no responsibility for the work product of any independent consultants required for the Client’s Project, nor for completeness, adequacy, or quality of said independent consultants’ work, or specialty work.

Information Provided by Client – CSA and the Client shall discuss and agree upon the information needed for rendering of services hereunder. The Client agrees to provide to CSA all such information as agreed to be necessary. With respect to such information, the Client understands and agrees that CSA will rely solely upon the Client to ensure the accuracy and completeness thereof, as the Client recognizes that it is impossible for CSA to assure the accuracy, completeness and sufficiency of such information.

Ownership of Documents and Proprietary Information – This proposal and all documents, including, but not limited to, drawings, specifications, computer disks, reports, calculations, and estimates, prepared by CSA in connection with this Agreement (“CSA Confidential Information”) are instruments of service and are intended for the sole use of the recipient hereof, and may not, except as otherwise described herein, be disclosed, distributed, or disseminated in any form without the prior written consent of CSA. The CSA Confidential Information is and shall remain the sole property of CSA. Client may distribute documents generated by CSA in connection with CSA’s services under this Agreement to third parties, provided that said third party agrees in writing to be bound by the confidentiality and ownership of documents provisions of this Agreement. The terms of this Section shall survive the termination of this Agreement.

Expert Witness Consultation Charges

Expert witness testimony for court appearances and binding arbitrations shall be charged on a daily basis (minimum one-half day increments) at a rate of \$4,640 per day. Deposition testimony shall be charged at a rate of \$580 per hour (minimum one hour charge). Preparation time for depositions or court appearances shall be charged on a time-and-expense basis in accordance with the Personnel, Equipment, and Expense charges listed herein.

Laboratory Testing and Geophysical Service Charges

Laboratory testing and geophysical services shall be charged on a time-and-materials basis in accordance with the Personnel, Equipment, and Expense charges listed herein.

Laboratory samples shall be stored for 60 days after the date of final report submittal unless special arrangements are made for longer storage.

Expense Charges (Receipted Costs Plus 15%)

- Travel expenses including air fare, lodging, vehicle rental, etc. (either actual receipted costs plus 15% for meals or a flat subsistence charge of \$80 per diem for overnight stay shall be charged in addition to the lodging cost)
- Excavation subcontractors and expendable field supplies
- Reproduction of drawings
- Film, film development, and photograph printing
- Special fees, permits, insurance, etc.
- Conference call telephone costs
- Special mail service (air, electronic, courier, etc.)
- Special equipment rental
- Special consultant fees

CSA SCHEDULE OF CHARGES, LIMITATIONS AND TERMS FOR PROFESSIONAL SERVICES (Page 2 of 2)

Public Liability -- COTTON, SHIRES AND ASSOCIATES, INC. is a California Corporation protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, if specifically directed by you, will procure additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.

Standard of Care and Professional Liability -- In performing professional services, CSA shall use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession at the time the services are performed. No other representation or warranty, expressed or implied, is made or intended in this Agreement, by our proposal for consulting services, by our furnishing oral opinion or written reports, or by our inspection or work. However, should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any express or implied warranty, you agree that the maximum aggregate amount of your recovery against us and/or said professional employees shall be limited to \$50,000 or the amount of the fee paid us for professional services as computed under the SCHEDULE OF CHARGES, whichever amount is greater. Moreover, client agrees to indemnify us against damages in excess of \$50,000 or the amount of our fee, whichever amount is greater, arising from suits brought against us by third parties, in connection with our work performed on your project.

Notices -- All notices in writing to be given hereunder by either party to the other party shall be served by letter or sent by email.

Assignment -- Neither this agreement nor the benefits or obligations under this Agreement shall be sold, assigned or transferred by either party to any third parties including subsidiary or affiliated companies without the prior written approval of the other party, with such approval not to be unreasonably withheld by either. In the event the approval is given by either for assignment or transfer, such an approval shall not relieve either from any liability and/or responsibility under the Agreement.

Termination/Cancellation -- Client and CSA will have the right to terminate this Agreement for reasonable cause by giving ten (10) days prior written notice. After termination, CSA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to Client of detailed supporting invoices. The obligations of paragraphs 3, 4, and 6 remain in effect after termination.

Change in Scope of Work -- If, during the performance of the work under this Agreement, it is determined that the scope of work has expanded or changed such that additional expenditures are required, the client shall be notified and approval from the client shall be received prior to the performance of the additional services.

Dispute Resolution -- CSA and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, CSA and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless CSA and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of the other party, its employees or agents. Should litigation or arbitration occur between the parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees reasonably incurred by the prevailing party shall be paid by the non-prevailing party.

Governing Law -- The validity, performance, and construction of this Agreement, and the relationship between Client and CSA shall be governed and interpreted in accordance with the substantive laws of California, United States of America, without regard to its choice of law rules. This Agreement shall be construed as to its fair and not strictly for or against either party.

Jobsite Safety -- Neither the professional activities of CSA, nor the presence of CSA employees and CSA subconsultants at a construction site, shall relieve the contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health of safety precautions required by any regulatory agencies. CSA and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the general contractor and its various subcontractors are solely responsible for jobsite safety, and warrants that this intent shall be made evident where appropriate in the Client's agreements with other contractors. If the Client is a Contractor or Subcontractor on the Project, the Client also agrees that the Client, CSA, and CSA's consultants shall be indemnified and shall be made additional insureds under the client's general liability insurance policy; in other cases, the Client agrees to arrange for this indemnification and additional insureds under the General Contractor's general liability insurance policy.

Field Exploration -- Unless otherwise agreed, the client shall furnish right-of-entry on land for planned field operations. The client shall also provide CSA with locations and depths of buried utilities and structures. CSA shall take responsible precautions to minimize damage to land from use of equipment, but our fee does not include cost of restoration of damage resulting from our exploration operations. CSA shall not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on plans furnished to us.

Miscellaneous -- In the event of any litigation or proceeding involving CSA and Client, the prevailing party shall be entitled to recover its reasonable legal fees, expert fees, and normal employee rates and associated costs from the non-prevailing party. Failure by Client to object to any of the terms and conditions contained in this Agreement before the commencement of services by CSA will be deemed an acceptance of such terms and conditions. Notwithstanding anything to the contrary in this Agreement, CSA and Client agree that neither party shall be liable for any special, indirect, consequential, lost profits, or punitive damages. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement.

CURRICULUM VITAE - PATRICK O. SHIRES

President
Senior Principal Civil and Geotechnical Engineer and Geophysicist

Current Address

COTTON, SHIRES AND ASSOCIATES, INC.
6417 Dogtown Road, San Andreas, California 95249
Phone: (209) 736-4252
330 Village Lane, Los Gatos, California 95030
Phone: (408) 354-5542, FAX: (408) 354-1852
699 Hampshire Road, Suite 101, Thousand Oaks, California 91361
Phone: (805) 370-8710
Web site: www.cottonshires.com, email: cottonshires@me.com



Registration

Registered Geotechnical Engineer in California, Registered Geophysicist in California
Registered Professional Civil Engineer in California, Colorado, Hawaii, Idaho, and Washington

Education

M.S., Civil Engineering (Geotechnical) with Graduate Courses in Geophysics: Stanford University, Stanford, California, 1975; B.S., Stanford University, Stanford, California, 1972.

Representative Experience

As Senior Principal in Charge of CSA civil and geotechnical engineering projects, Mr. Shires' responsibilities range from investigation, analysis and product review to final design participation and project management for large projects. Mr. Shires remains actively involved in the engineering investigation, design, construction, and review for technical investigations. In addition, he is qualified as an expert witness in Civil/Geotechnical Engineering and has testified at over 90 trials and binding arbitrations as an expert witness, including trials resulting in landmark legal decisions involving earth movement, construction dispute and watercourse (hydrology) issues. Mr. Shires has over 47 years of professional experience in the fields of civil and geotechnical engineering and geophysics throughout the United States and abroad. In the early part of his career, he supervised the technical investigation and engineering and geophysical analyses for many landslides, water and wastewater treatment and distribution facilities, pipelines, dams, nuclear and fossil fuel power plant and high-rise building sites throughout the western United States. He investigated over 50 dam sites and was the chief design engineer for a 160-foot high rockfill dam in Arizona.

At his present position, Mr. Shires has specialized in slope stability investigations on over 800 landslide projects, over 150 of which have been in southern, 60 in central, and over 600 in northern California, and 12 in Hawaii as well as landslides in Idaho, Utah and Colorado. He has supervised many major landslide investigation projects, including the Big Rock Mesa (Malibu), Rambla Pacifico (Malibu), Anaheim Hills and Sycamore Ranchito (Santa Barbara) landslides and the La Conchita (claiming 10 lives), Camarillo Springs (fire burn area), San Bernardino (fire burn area) and Montecito (fire burn area) debris flows in southern California; the Love Creek Debris Flow (claiming 10 lives), Hillside Avenue Debris Flow (claiming one life), Eliot Quarry, Telegraph Hill and hundreds of other landslides in northern California; and the Manoa, Ailuna-Leighton and other landslides in Hawaii, as well as flooding, debris flow and dam failure issues associated with major storm events on three islands of Hawaii. He has investigated large landslides in Utah and Idaho, including the Green Hollow Landslide in Cedar City, North Salt Lake City Landslide and rockfalls impacting an Interstate in Utah, the North Alto Via Landslide in Boise and multiple landslide projects in Colorado.

Mr. Shires has also specialized in the investigation of failures associated with coastal processes and river and creek flooding, including dam and levee failure and design issues. He has served as the chief design engineer on major landslide repair and coastal protection projects. Mr. Shires regularly participates in International Field Workshops on Landslides, and has attended field workshops in Japan (twice), Australia, New Zealand, Switzerland (twice), Austria, Italy, Czech Republic, Slovak Republic, Spain, England and Norway.

Mr. Shires has served as Principal in Charge of geotechnical investigation of multiple highway and public works projects, including the recommendations for and design of retaining walls protecting and supporting roadways. He designed a large landslide repair to protect State Highway 144 in Santa Barbara, retaining walls along the inboard and outboard sides of Alpine Road and Portola Road in Portola Valley, retaining walls for Withey Road and a bridge for Keto Road in Saratoga, protection for roadways including Esplanade Avenue in Pacifica, Kings Mountain Road in Woodside, San Bruno Avenue in San Bruno and Polhemus Road in San Mateo.

Mr. Shires has considerable experience as an expert witness for various geotechnical-related issues, including slope stability (landslides), expansive earth materials (soil and bedrock), high-rise building issues (shoring, settlement and tilting), rupturing of oil pipelines, tunneling and construction-related defects/accidents. Mr. Shires has conducted forensic investigations of issues associated with several high-rise buildings in San Francisco, San Jose and San Diego.

Mr. Shires has also specialized in the civil design of remedial measures for dealing with drainage and slope stability problems, including the design of grading plans, retaining wall structures, shear pins, tiebacks and extensive drainage works. He has worked on numerous dam projects, including design, remediation, monitoring and interaction with various governing agencies. He has been the chief design engineer on over 210 landslide repair projects, including designing a \$50,000,000 landslide repair in Santa Barbara County, coastal seawalls to protect coastal bluffs in Pacifica and Pismo Beach and extensive slope repairs to protect homes below the Knockash Hill rockslides in San Francisco. He was retained by the Chinese government to work on the Yangtze Water Resource Commission's Three Gorges Dam project in China and was the MTA tunneling geotechnical engineering expert for over \$10 billion in tunneling claims in Los Angeles. He is currently retained by the Millennium Tower Association and unit owners to provide forensic services for settlement and tilting of the Millennium Tower in San Francisco and the U.S. Department of Justice on behalf of the U.S. Army Corps of Engineers for Hurricane Harvey in Houston. His areas of expertise include:

- Landslides, debris flows, flooding & levee stability
- Dams, waterway and coastal engineering and design
- Geotechnical design for water and wastewater facilities
- Grading (filling & excavation) design and practice
- Roadway, parking, pavement and drainage design
- Investigation of slope stability and shoring issues
- Earth movement expert
- Foundation and retaining wall design
- Expansive soil and bedrock expert
- Seismic analysis and design
- Construction defects/accidents
- Issues with high-rise buildings

As Principal Geophysicist, Mr. Shires has conducted numerous geophysical investigations throughout the western United States, from small-scale studies of rippability for grading to providing Quality Assurance for investigations at P.G.&E.'s nuclear power plants in California to investigations of numerous dam sites. Over the past 47 years, he has conducted and managed a wide variety of geophysical studies, and has provided expert witness geophysical services, including:

- Seismic and radio-detection surveys for pipelines
- Surface surveys for regional seismic analyses
- Reflection surveys for fault investigations
- Seismic surveys for landslides & rippability
- Downhole, crosshole and/or surface seismic surveys for over 35 dams
- Gravity and seismic surveys for tunnels
- Magnetic and earth resistivity surveys for environmental hazards exploration
- Seismic studies of landfills & tailings dumps

Professional History

President, Senior Principal Civil and Geotechnical Engineer and Geophysicist, 1983 - Present;
Cotton, Shires and Associates, Inc., Los Gatos, Thousand Oaks and San Andreas, California
Staff through Supervising Civil and Geotechnical Engineer and Geophysicist, 1972-1983;
Earth Sciences Associates, Inc., Palo Alto, California

Professional Affiliations

American Society of Civil Engineers
American Underground Association
Society of Exploration Geophysicists

American Society for Testing and Materials
Earthquake Engineering Research Institute
Consulting Engineers Association of California

Appointments

Industrial Research Associate: United States Geological Survey, Menlo Park, California
 Past Member / Chairman: Architectural Site Control Commission, Portola Valley, California
 Expert Consultants Panel Member: City of Rancho Palos Verdes, California; Millennium Tower
 Arbitrator: California Ridge Development, San Jose, California
 Independent Geotechnical Expert for Mediators: Rancho Solano Development, Fairfield, California;
 Knockash Hill Rockslides, San Francisco, California; Buck Center/Partridge Knolls Landslide,
 Novato, California; Jackson Meadows Subdivision Slope Stability, Morgan Hill, California; and
 Calabasas Slope Movement, Calabasas, California

Selected Publications

DESIGN AND CONSTRUCTION OF THE SUMMIT SENIOR CARE FACILITY INTO THE SIDE OF AN UNSTABLE CALIFORNIA HILLSIDE (with H.W. Schnabel): *Deep Foundations Institute 43rd Annual Conference in Anaheim, October 2018.*

GEOLOGIC AND GEOTECHNICAL FACTORS CONTROLLING INCIPIENT SLOPE INSTABILITY AT A GRAVEL QUARRY, LIVERMORE BASIN, CALIFORNIA (with P.L. Johnson and T.P. Sneddon): *Environmental & Engineering Geoscience, Vol. XXII, No. 2, May 2016, pp. 141-155.*

THE SUBSURFACE COMPLEXITY OF ALLUVIUM-BUTTRESSED LANDSLIDES AT KNIGHTS VALLEY, CALIFORNIA 2013 (with P.L. Johnson): *Geological Society of America, Abstracts with Programs, v. 45, no.7, p. 150.*

THE SYCAMORE RANCHITO LANDSLIDE, SANTA BARBARA, CALIFORNIA: in *Proceedings of the 2012 XIII International Conference and Field Trip on Landslides (ICFL), Kyoto, Japan.*

MITIGATION OF 1998 EL NINO SEA CLIFF FAILURE, PACIFIC, CALIFORNIA: 2001, (with T. Sayre and D. W. Skelly), in *Engineering Geology Practice in Northern California*, edited by Ferriz and Anderson, Association of Engineering Geologists, Special Publication 12.

EVALUATION OF BUILDING DISTRESS CLAIMS DUE TO TWIN SUBWAY TUNNELING IN HOLLYWOOD, CALIFORNIA, 2000 (with W.F. Cole and E.A. Hay): in *Proceedings of the 2000 Annual Meeting of the Association of Engineering Geologists, San Jose, California.*

THE VAL POLA LANDSLIDE OF 1987, VALTELINA, ITALY: in *Proceedings of the 2000 Annual Meeting of the Association of Engineering Geologists, San Jose, California.*

ADDED WEIGHT INCREASE VIA RAINFALL: A LIKELY FAILURE MECHANISM FOR COLLUVIAL LANDSLIDES ON OAHU, HAWAII: 1997 (with W. F. Cole), in *Proceedings of 1997 Annual Meeting of Association of Engineering Geologists, Portland Oregon.*

ANALYSIS OF LANDSLIDES TRIGGERED BY THE 1989 LOMA PRIETA EARTHQUAKE, CENTRAL SANTA CRUZ MOUNTAINS, CALIFORNIA: in review (with W. F. Cole, D. R. Marcum and B. R. Clark), in *The Loma Prieta, California Earthquake of October 17, 1989*, U. S. Geological Survey Professional Paper.

CHARACTERIZATION OF LANDSLIDES FOR EVALUATION OF EARTHQUAKE-TRIGGERED LANDSLIDES IN CALIFORNIA: 1994 (with W.F. Cole, J.M. Wallace and D.R. Marcum), in *Proceedings of 37th Annual Meeting of Association of Engineering Geologists, Williamsburg, Virginia.*

STANDARD-OF-CARE FOR EXPANSIVE SOIL DESIGN: 1992, (with H. Mack), Proceedings of the 7th International Conference on Expansive Soils, August 3-5, 1992, Dallas, Texas, sponsored by the American Society of Civil Engineers, International Society of Soil Mechanics and Foundation Engineering, National Science Foundation and Texas Tech University, Volume 1, pp. 387-391.

ANALYSIS OF LOMA PRIETA EARTHQUAKE-TRIGGERED LANDSLIDES, CENTRAL SANTA CRUZ MOUNTAINS, CALIFORNIA: 1991, (with W. F. Cole, D. R. Marcum, B. R. Clark, and R. P. Lozinsky), Geological Society of America, Cordilleran Section 87th Annual Meeting, March 25-27, 1991, San Francisco, California, Abstracts with Programs, p.63.

INVESTIGATION OF LANDSLIDES TRIGGERED BY THE 1989 LOMA PRIETA EARTHQUAKE AND EVALUATION OF ANALYSIS METHODS: 1991 (with W. F. Cole, D. R. Marcum and B. R. Clark), Final Technical Report to U. S. Geological Survey, National Earthquakes Hazards Reduction Program, Grant Award No. 14-08-0001-G1860.

PRELIMINARY SUBSURFACE CHARACTERIZATION OF EARTHQUAKE-TRIGGERED LANDSLIDES IN THE CENTRAL SANTA CRUZ MOUNTAINS, CALIFORNIA: 1990, (with W. F. Cole, R. P. Lozinsky, and B. R. Clark), Geological Society of America Annual Meeting, October 28-November 1, 1990, Dallas, Texas, Abstracts with Program, Volume 22, Number 7, p.58.

INVESTIGATION OF 31 LANDSLIDES AFFECTING THE CITY OF SANTA CRUZ WATER SUPPLY DISTRIBUTION SYSTEM: August, 1982, (with L. Alvarez and R. H. Wright), Conference on Landsliding Resulting from the January 1982 San Francisco Bay Area Storm, Stanford University.

A CASE HISTORY OF EXPANSIVE CLAYSTONE DAMAGE: September, 1975, (with R. L. Meehan and M. T. Dukes), Paper 11590, *in Journal of the Geotechnical Engineering Division, Proceedings of the American Society of Civil Engineers*, Volume 101, No. GT9, pp. 933-948.

CURRICULUM VITAE – JOHN M. WALLACE



Principal Engineering Geologist

Current Address

COTTON, SHIRES AND ASSOCIATES, INC.

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Registration

California Professional Geologist, PG 6151, February 8, 1995

California Certified Engineering Geologist, CEG 1923, February 8, 1995

Education

M.S. Geology: San Jose State University, San Jose, California, 1991

B.S. Geology: University of Southern California, Los Angeles, California, 1985

Professional History

Staff to Principal Engineering Geologist, 1990 - Present; Cotton, Shires and Associates, Inc., Los Gatos, California.

Field Geologist, 1986-1988; Electrowatt Engineers/Gibbs and Hill, North Fork Stanislaus Hydroelectric Project, Murphys, California.

Field Geologist, 1986; United States Geological Survey, Denver, Colorado.

Representative Experience

Mr. Wallace has over 35 years of experience in the fields of geology and engineering geology, working on projects in both northern and southern California as well as Colorado, Utah, Idaho, Hawaii, and North and South Dakota. Mr. Wallace has performed geologic mapping and evaluation of steep rock slopes affecting more than 30 penstocks, 20 dams and powerhouses, 60 canals, and 4 tunnels primarily within PG&E's hydro-generation facilities in the northern, central and southern Sierra Nevada, in addition to extensive experience in hydro-projects such as mapping dam abutments, tunnels and penstock alignments, as well as tunnel, dam abutment, and portal rock bolting. Many of these projects involved using rock climbing techniques to safely access steep rock slopes. Mr. Wallace has been involved in numerous rock slope instability investigations on steep rock slopes within the City of San Francisco, involving steep rock slope mapping, characterization, and identifying mechanisms of rock slope failure.

He has extensive experience in coastal geologic processes, coastal landslide investigation, characterization, and mitigation, and recently performed detailed geologic investigations of coastal bluff properties in San Luis Obispo County, San Mateo County, Santa Cruz County, Mendocino County and Santa Barbara County. In addition, he has recently investigated several large, active

landslides that severely distressed roadways and residential areas, including the Sycamore Ranchito Landslide in Santa Barbara, the Northbeach Rockslide in San Francisco, the Ocean Trails Landslide in Rancho Palos Verdes, and the Montellano Landslide in Los Angeles. He has investigated large landslides in Utah and Idaho, including the Green Hollow Landslide in Cedar City, and the North Alto Via Landslide in Boise. These projects involved detailed surface and subsurface investigation, instrumentation, and analysis. Mr. Wallace has also been involved with geologic mapping and siting studies for several fault and landslide constrained reservoirs, and recently mapped unstable coastal bluffs in Santa Barbara, San Luis Obispo, Mendocino, Bodega Bay, Capitola, Aptos, Montara and Pacifica.

Mr. Wallace's extensive experience on a wide variety of large- and small-scale investigations has provided a solid background for performing peer reviews for various communities over several decades, including Portola Valley, Cupertino, San Luis Obispo County, and San Francisco. Mr. Wallace has also been involved in very large, select peer reviews on large landslides and proposed developments in Rancho Palos Verdes, Rolling Hills Estates, and for the California Coastal Commission.

As a field geologist with Electrowatt/Gibbs and Hill from 1986 to 1988, Mr. Wallace participated in the exploration and construction phases of the North Fork Stanislaus Hydroelectric Project, where he was involved in siting studies for four dam sites (including one thin-arch concrete dam, one concrete-face rockfill dam, and two concrete gravity dams) and over ten miles of pressure tunnel and shafts. His responsibilities included geologic mapping, exploratory drilling and core logging, rock bolt support layout for dam abutments, geotechnical instrumentation installation and monitoring, exploratory trench logging, and extensive tunnel mapping of 10 miles of pressure tunnels and shafts, tunnel rock bolt support layout, and pressure grouting supervision.

Mr. Wallace's current duties include: research and compilation of pertinent geologic data; photogeologic mapping from aerial photographs; large-scale and regional engineering geologic field mapping; coordination, logging, and analysis of subsurface exploration programs, including downhole logging of large-diameter exploratory borings; geologic mapping of precipitous rock slopes using rock climbing techniques; installation and monitoring of slope inclinometers and piezometers; the final preparation of technical reports, maps and cross sections; attendance at and giving technical talks at professional conferences, and expertise witness testimony.

Mr. Wallace has considerable experience as an expert witness for a variety of geologic issues, including landsliding, debris flows, rock characterization, seacliff instability, and rockfalls. Mr. Wallace has testified in 6 trials, 1 binding arbitration, and been deposed on 14 separate occasions as an expert witness.

Professional Affiliations

Association of Engineering Geologists
Earthquake Engineering Research Institute

Professional Short Course Instructor: 2012 - 2015

University of Wisconsin-Madison, College of Engineering and Department of Engineering and Professional Development; *Slope Stability and Landslides, Course #904*. Yearly 3-day professional development course. Professor James M. Tinjum Program Director.

Selected Publications/Abstracts

HISTORY AND MECHANISMS OF ROCK SLOPE INSTABILITY ALONG TELEGRAPH HILL, SAN FRANCISCO CALIFORNIA, 2015, (with Dale R. Marcum), Published Paper accepted for the 49th U.S. Rock Mechanics/Geomechanics Symposium.

GEOLOGIC ENGINEERING TOUR OF SAN FRANCISCO AND THE SAN FRANCISCO PENINSULA, 2015, (with R. GOODMAN, D. MARCUM and E. Medley) American Rock Mechanics Association, 49th US Rock Mechanics/Geomechanics Symposium, Guide Book co-author and field trip co-leader.

DEEP ROCK TOPPLING DISTRESS AT BELDEN TUNNEL AND SIPHON, SIERRA NEVADA, CALIFORNIA, 2011, (with D. Marcum), Paper submitted and accepted for the 13th International Conference and Field Trips on Landslides, Kyoto, Japan.

WOODLEAF ROCKFALL, NORTHERN SIERRA NEVADA, CALIFORNIA: KEEPING THE POWERHOUSE OPERATING AFTER A NEAR MISS, 2011, (with D. MARCUM), Paper submitted and accepted for the 13th International Conference and Field Trips on Landslides, Kyoto, Japan.

THE HIDDEN COMPLEXITY OF A DEEP-SEATED LANDSLIDE IN RICHMOND, CALIFORNIA, 2011, (with JOHNSON, Philip L.), Abstract submitted and accepted for the 11th International & 2nd North American Symposium on Landslides, Banff, Canada.

DETAILED GEOLOGIC MAPPING UNCOVERS PREHISTORIC LANDSLIDE DAM IN THE RIDGE BASIN, CALIFORNIA, 2011, (with JOHNSON, Philip L.), Abstract submitted and accepted for the 11th International & 2nd North American Symposium on Landslides, 2012, Banff, Canada.

COMPLEX INTERPLAY BETWEEN TOPPLING, SLIDING, AND STRESS CHANGES ASSOCIATED WITH A MASSIVE LANDSLIDE, SANTA BARBARA, (with SHIRES, Patrick O., DURDELLA, Milton J., SNEDDON, Tim P.), in Program with Abstracts, 2009 Association of Engineering Geologists Annual Convention, South Lake Tahoe.

ROCKFALL HAZARD EVALUATION AT THE KERN INTAKE, KERN CANYON PENSTOCK, KERN RIVER, CALIFORNIA: 2003 (with William D. Page, Dale R. Marcum and Joseph M. Durdella), in Program with Abstracts, Association of Engineering Geologists, 2003, Annual Meeting, Page 70.

UNSTABLE SLOPES IN THE FRANCISCAN COMPLEX TERRANE: LESSONS LEARNED FROM URBAN QUARRY SLOPES IN THE SAN FRANCISCO BAY AREA, 2007, (with Ted M. Sayre), in Program with Abstracts, First North American Landslide Conference, Vail Colorado, Page 81.

GEOLOGIC CHARACTERIZATION OF RANGE-FRONT THRUST FAULTS, WESTERN MARGIN OF SANTA CLARA VALLEY, CALIFORNIA, 2005, (with Ted M. Sayre, Ron S. Rubin), in Abstracts with Programs, Geological Society of America 101st Annual Meeting, Cordilleran Section, Page 43.

CATASTROPHIC DEBRIS FLOW FAILURE OF THE LA CONCHITA HILLSIDE: LESSONS REVISITED, VENTURA COUNTY, CALIFORNIA; 2005 (with William R. Cotton), in Abstracts with Programs, Geological Society of America 101st Annual Meeting, Cordilleran Section, 2005, Page 43.

THE OCEAN TRAILS LANDSLIDE: DEFINING SAFE ZONES ALONG HIGH COASTAL BLUFFS, RANCHO PALOS VERDES, CALIFORNIA; 2005 (with William R. Cotton), in Abstracts with Programs, Geological Society of America 101st Annual Meeting, Cordilleran Section, 2005, Page 43.

INSTABILITY OF AN ABANDONED QUARRY SLOPE: LESSONS LEARNED FROM FRANCISCAN COMPLEX CHERT, SAN FRANCISCO, CALIFORNIA: 2002 (with Dale R. Marcum, and William R. Cotton), in Program with Abstracts, Association of Engineering Geologists, 2002, Annual Meeting, Page 89.

LIVING WITH MOVING GROUND- LANDSLIDES AND COASTAL EROSION IN SAN MATEO COUNTY, CALIFORNIA: 2000 (with W.F. Cole, M.G. Smelser, E. Hay, T. Sayre, J. Van Velsor, T. Whitman, C. Snell and D.S. Kieffer) Association of Engineering Geologist Field Trip Guidebook.

GEOLOGIC AND GEOTECHNICAL CHARACTERIZATION OF THE WEEKS CREEK LANDSLIDE, SAN MATEO COUNTY, CALIFORNIA: 1994 (with William F. Cole and Patrick O. Shires), National Earthquake Hazards Reduction Program, U. S. Geological Survey grant 1434-93-G-2340.

GEOLOGIC INVESTIGATION OF MECHANISMS CAUSING DEFORMATION OF COYOTE LAKE DAM, SANTA CLARA COUNTY, CALIFORNIA: 1994 (with Tim Hall, Michael Angell, and William F. Cole), *in* Geological Society of America, Cordilleran Section 90th Annual Meeting, March 21-23, 1994, San Bernardino, California, Abstracts with Programs, p. 56.

GEOLOGIC CONSTRAINTS ON THE QUATERNARY TECTONIC HISTORY OF THE NORTHEASTERN MARGIN OF THE CENTRAL SANTA CRUZ MOUNTAINS, CALIFORNIA: 1994 (with William R. Cotton, and William F. Cole), *in* EOS, Transactions, American Geophysical Union, 1994, Fall Meeting, p. 682.

CURRICULUM VITAE -DALE R. MARCUM

Principal Geologic Engineer

Current Address

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Los Gatos, California 95030
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Web site: www.cottonshires.com, dmarcum@cottonshires.com

Registration

Registered Professional Civil Engineer in California, No. 65837
FAA Certified sUAS (Drone) Remote Pilot No. 4065451

Education

M.S., Geotechnical Engineering: University of California, Berkeley,
California, 1987
B.A., Geology: Western State College, Gunnison, Colorado, 1983

Representative Experience

Mr. Marcum has over 34 years of professional experience in the geotechnical consulting field, working on geologic and geotechnical engineering projects in both northern and southern California, Hawaii, Colorado and Utah.

Mr. Marcum has a background in both geology and geotechnical engineering and has combined these disciplines as a geologic engineer (Registered Professional Engineer) specializing in earth and rock slope stability issues. He has worked on many large landslides, including the Love Creek Landslide in Santa Cruz, the Kaiser Permanente Rockslide in Cupertino, the Big Rock Mesa Landslide in Malibu, the Hulu-Woolsey and Ailuna-Leighton landslides on Oahu, and the Ocean Trails landslide and the White Point rockslide in Palos Verdes. The work Mr. Marcum has performed on slope stability projects has included aerial photographic research, engineering geologic reconnaissance and mapping, downhole logging of large diameter borings, logging of small diameter core and installation of both manual and automated instrumentation, review of laboratory data and engineering characterization of the earth units, and performing and reviewing limit equilibrium and finite element modeling results. Many of Mr. Marcum's projects involved the design of remediation measures including shotcrete, low and high capacity rock bolts and deep rock anchors, cantilevered and tied-back concrete shear pins, grading repairs involving removal and replacement of the unstable material and/or the installation of earth buttresses, cantilevered retaining walls and lowering the ground water table using both vertical and horizontal drains. Mr. Marcum has mapped and designed repairs (retaining systems and rockfall mitigation measures) for steep rock quarry slopes in San Francisco (recently completed the Telegraph Hill-Chestnut Street project) and steep rock slopes above hydro facilities in the Sierra.

Mr. Marcum has extensive experience performing geological engineering hazard assessments and engineering geologic mapping of rock and soil slope stability for hydro-electric water conveyance facilities in the central and



northern Sierra Nevada. This work includes stability assessments and mapping of over 240 miles of canals and flumes, 19 penstocks, 5 siphons and the abutments of 8 dams. Mr. Marcum also evaluated the landslide and debris flow potential along an 8-mile long diversion pipeline in the Sierra Nevada, and assessed the stability of two water conveyance tunnels.

Mr. Marcum also served as an independent reviewer for the characterization and analysis of a potential rockslide at PG&E's Diablo Canyon Nuclear Power Plant, and as a technical reviewer for an engineering geologic investigation and geotechnical analysis of the White Point Rockslide in Palos Verdes. Mr. Marcum has performed geological engineering review services for a ski resort expansion in landslide terrain in Crested Butte, Colorado, rock slope stability mapping and peer review services for an interstate widening project in Utah, and he has served on an appeal panel for Draper City Utah regarding development within landslide terrain in the Traverse Mountains.

Mr. Marcum currently teaches a portion of an annual slope stability course presented by the University of Wisconsin. He has also presented technical lectures on a variety of subjects including instrumentation, landslides, engineering geology, rock toppling and rock fall case histories, and co-led geological engineering tours of the Bay Area with Dr. Richard Goodman for the 45th and 47th American Rock Mechanics Association Symposiums.

As Principal Geologic Engineer, Mr. Marcum is responsible for overall project supervision and coordination including mapping, exploration and site assessment, analysis of geologic and geotechnical data, geotechnical design, and preparation and presentation of technical reports. His areas of expertise include:

- Engineering geologic mapping, hazard mapping and risk assessment
- Subsurface investigation, small and large diameter drilling and coring
- Instrumentation design, installation and analysis for rock and soil sites
- Laboratory testing, program design and analysis
- Stability analyses, rock and soil slopes, two and three dimensional limit equilibrium
- Landslide and erosion mitigation design, retaining walls, tieback shear pins, rock anchors and bolts
- Aerial imagery using an sUAS (drone) to produce survey-grade products such as point clouds, Digital Elevation Models (DEM's), contour maps and 3-D photographic models

Professional Affiliations

American Society of Civil Engineers
Association of Engineering Geologists

Professional History

Principal Geological Engineer; Cotton, Shires and Associates, Inc., Los Gatos, CA; 1987 to present;
Staff Geologist; Earth Systems Consultants, Palo Alto CA, 1983 to 1986

Technical Talks and Course Instruction

2018 Field Trip Co-Leader with John Wallace (CSA), Marina Mascorro (Langham Mathis) and Ken Johnson (Parsons Brinkerhoff) XIII IAEG Congress and AEG, Sept. 2018 San Francisco, "The Streets of San Francisco Walking Tour of Telegraph Hill"

- 2017 Course Instructor: "Geological Aspects of Slope Stability", "Rock Slope Investigations and Rock Mechanics For Slopes" and "Rock Slope Remediation and Case Studies, Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Las Vegas, Nevada.
- 2016 Course Instructor: "Geological Aspects of Slope Stability", "Rock Slope Investigations" and "Rock Mechanics For Slopes" and "Rock Slope Remediation and Case Studies, Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Madison, Wisconsin.
- 2015 Course Instructor: "Rock Slope Investigations" and "Rock Slope Engineering and Case Studies", Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Santa Clara, California.
- 2014 Course Instructor: "Geological Aspects of Slope Stability", "Rock Slope Investigations" and "Rock Slope Engineering and Case Studies", Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Madison, Wisconsin.
- 2013 Course Instructor: "Field Investigations for Rock Slopes", "Rock Mechanics For Slopes" and "Rock Slope Remediation and Case Histories", Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Santa Clara, California.
- 2012 Course Instructor: "Rock Mechanics For Slopes", "Field Investigations for Rock Slopes", and "Rock Slope Remediation and Case Histories", Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Santa Clara, California.
- 2011 "Toppling Induced Cracking In the Lining of PG&E'S Belden Tunnel", Presented with Dr. Richard Goodman at the 45th American Rock Mechanics Association Symposium in San Francisco, California.
- 2011 "Rockslide Due to Secondary Rock Topple Mechanism, Northern Sierra Nevada, California", presented at the Thirteenth International Congress and Field Trip on Landslides, Kyoto, Japan.
- 2010 Course Instructor: "Introduction to Geological Engineering and Rock Slope Failures", Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Santa Clara, California.
- 2009 "Sensor Rotation In Deep Inclinometers", Guest speaker, along with John Lemke and Robert Chew, at the ASCE Geotechnical Group Workshop in June, Caltrans District 4 Headquarters, Oakland, California.
- 2009 "Slope Inclinometers", Invited lecturer for the University of California at Berkeley's graduate course "Advanced GeoEngineering Testing and Design (CE 270L), Berkeley, California.
- 2009 "Introduction to Geological Engineering and Rock Slope Failures", Course instructor for the University of Wisconsin Slope Stability and Landslides Short Course, Cupertino, California.
- 2007 "General Geotechnical Hazards", Invited lecturer for an information and training session on geologic hazards for the Gunnison County Planning Commission and County Staff, Gunnison, Colorado.
- 2003 "An Introduction to Engineering Geology – Rockfalls and Landslides in the Bay Area and the Sierra", Guest Lecturer for Western State College of Colorado, Gunnison, Colorado.

- 2003 “Rock Toppling Mechanism Of Slope Failure From Instrument Analysis At The Caribou No. 2 Penstock, North Fork Feather River, Northeast California”, Association of Engineering Geologists, Sacramento Section, North Valley Chapter, Redding, California.
- 2003 “Deep Slope Movement Interpreted From Instrumentation Analysis, Belden Siphon, North Fork River, Northeast California, California”, Technical Seminar, Association of Engineering Geologists National Convention, Vail, Colorado, Coauthors Robert McManus, William Page and John Hollfelder of PG&E., Vail, Colorado.
- 2003 “Rockfall Hazard Evaluation at the Kern Tunnel Intake, Kern Penstock, Kern River, Southern Sierra Nevada, California”, Technical Seminar, Association of Engineering Geologists National Convention, Vail, Colorado, Coauthors William Page, PG&E, and John Wallace and Joe Durdella, Cotton, Shires & Associates, Inc., Vail, Colorado.
- 2002 “Rock Toppling Mechanism Of Slope Failure From Instrument Analysis At The Caribou No. 2 Penstock, North Fork Feather River, Northeast California”, Technical Seminar, Association of Engineering Geologists National Convention, Reno, Nevada, Coauthors Robert McManus, William Page and John Hollfelder of PG&E., Reno, Nevada
- 1995 “Investigation of Shallow Rock and Soil Failures, PG&E’s Caribou Hydroelectric Facility, North Fork River, Plumas County, California”, Technical Seminar, Association of Engineering Geologists National Convention, Sacramento, California, Coauthors William Page, PG&E, John Wakabayashi, Sacramento, California.

Selected Publications

ENGINEERING GEOLOGIC HAZARD MAPPING OF WATER CONVEYANCE CANALS: DATA ACQUISITION TECHNIQUES AND TECHNOLOGY, 2016 (with J. Wallace, R. Reynolds, E. Steen and R. McManus), Applied Geology in California, Association of Engineering Geologists Special Publication

HISTORY AND MECHANISMS OF ROCK SLOPE INSTABILITY ALONG TELEGRAPH HILL, SAN FRANCISCO, CALIFORNIA, 2015, (with WALLACE J.), Abstract submitted for the 49th U.S. Rock Mechanics/Geomechanics Symposium, San Francisco, California.

GEOLOGIC ENGINEERING TOUR OF SAN FRANCISCO AND THE SAN FRANCISCO PENINSULA, 2013, (with R. GOODMAN) American Rock Mechanics Association, 47th US Rock Mechanics/Geomechanics Symposium, Field Trip Leader and Field Trip Guide Book.

GEOLOGIC ENGINEERING TOUR OF SAN FRANCISCO AND THE SAN FRANCISCO PENINSULA, 2011, (with R. GOODMAN and J. Wallace) American Rock Mechanics Association, 45th US Rock Mechanics/Geomechanics Symposium, San Francisco, California, Field Trip Leader and Field Trip Guide Book.

TOPPLING INDUCED CRACKING IN THE LINING OF PG&E’S BELDEN TUNNEL, 2011, (with R. Goodman and R. McManus), Paper submitted for the American Rock Mechanics Association, 45th US Rock Mechanics/Geomechanics Symposium, San Francisco, California.

DEEP ROCK TOPPLING DISTRESS AT BELDEN TUNNEL AND SIPHON, SIERRA NEVADA, CALIFORNIA, 2011, (with J. Wallace), Abstract submitted for the 13th International Conference and Field Trips on Landslides, Kyoto, Japan.

WOODLEAF ROCKFALL, NORTHERN SIERRA NEVADA, CALIFORNIA: KEEPING THE POWERHOUSE OPERATING AFTER A NEAR MISS, 2011, (with J. Wallace), Abstract submitted for the 13th International Conference and Field Trips on Landslides, Kyoto, Japan.

THE NORTHRIDGE BLUFF LANDSLIDE: RAPID BLUFF RETREAT ASSOCIATED WITH A MAJOR COASTAL LANDSLIDE IN DALY CITY, CALIFORNIA, 2007, Johnson, P.L., and Marcum, D.R., , in Schaefer, V.R.; Schuster, R.L.; and Turner, A.K., eds., Conference Presentations, First North American Landslide Conference, Vail, Colo., 2007, Proceedings: Association of Environmental and Engineering Geologists (AEG), Special Publication No. 23, p. 1694-1706.

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ANALYSIS OF LOMA PRIETA EARTHQUAKE-TRIGGERED LANDSLIDES, CENTRAL SANTA CRUZ MOUNTAINS, CALIFORNIA: 1991, (with W. F. Cole, P. O. Shires, B. R. Clark, and R. P. Lozinsky), Geological Society of America, Cordilleran Section 87th Annual Meeting, March 25-27, 1991, San Francisco, California, Abstracts with Programs, p.63.

INVESTIGATION OF LANDSLIDES TRIGGERED BY THE 1989 LOMA PRIETA EARTHQUAKE AND EVALUATION OF ANALYSIS METHODS: 1991 (with W. F. Cole, P. O. Shires, and B. R. Clark), Final Technical Report to U. S. Geological Survey, National Earthquakes Hazards Reduction Program, Grant Award No. 14-08-0001-G1860.

CURRICULUM VITAE - DAVID T. SCHRIER

Principal Geotechnical Engineer

Current Address

COTTON, SHIRES AND ASSOCIATES, INC.
330 Village Lane
Los Gatos, California 95030-7218
Phone: (408) 354-5542
email: dschrier@cottonshires.com

Registration

Registered Geotechnical Engineer in California, No. 2334
Registered Professional Civil Engineer in California, No. 47816

Education

M.S., Civil Engineering: Stanford University, Stanford, California, 1986
B.S., Applied Earth Sciences: Stanford University, Stanford, California, 1985

Professional History

Principal Geotechnical Engineer, 2006 - present; Cotton, Shires & Associates, Inc.,
Los Gatos, California.

Senior Geotechnical Engineer, 1996 - 2006; Cotton, Shires & Associates, Inc.,
Los Gatos, California.

Project Geotechnical Engineer, 1990 - 1996; Harlan Tait Associates, Inc.,
San Francisco, California.

Assistant Professor of Civil Engineering, 1988 - 1990; University of Los Andes,
Bogota, Colombia.

Staff Geotechnical Engineer, 1986-1988; Harlan Miller Tait Associates, Inc.,
San Francisco, California.

Representative Dam and Canal Experience

Mr. Schrier has over 37 years of professional experience in the field of geotechnical engineering. Recently he has worked on several dams in Northern California, including Tiger Creek Regulator Dam in Amador County, Bear Gulch Dam in Atherton, Sand Bar Dam in Tuolumne County and Lake Fordyce Dam in Nevada County, California. In addition, he has worked on several canals in California, including repairs to the Upper Miocene Canal near Paradise, California and the Bear River Canal above Auburn, California.

COTTON, SHIRES AND ASSOCIATES, INC.

DAVID T. SCHRIER (cont.)

Junction, Brush Creek and Slab Creek Dams, (~30 Weeks)

Mr. Schrier was Harlan Miller Tait Associates (HMTA) staff engineer for performing stress analysis on these three high (168 to 233 feet) concrete arch dams operated by Sacramento Municipal Utility District.

Lake Wohlford Dam, 1990 (~5 Weeks)

Mr. Schrier was Harlan Tait Associates (HTA) staff engineer for the earthquake deformation analysis. As part of a FERC Part 12 five year safety inspection, Mr. Schrier performed slope stability and seismic deformation analyses.

Quarry Pits Groundwater Recharge Project, 1991 and 1995 to 1996 (~5 Weeks)

Mr. Schrier was Harlan Tait Associates (HTA) staff engineer for field investigation to raise the water level in existing quarried gravel pits by construction hydraulic control structures and internal dikes up to 120 feet high.

Magalia Dam, 1993 to 1994 (~30 Weeks)

Mr. Schrier was Harlan Tait Associates (HTA) project engineer for the conceptual design to stabilize and raise Magalia Dam in Paradise, California. The conceptual design was developed using slope stability analysis and was intended to stabilize the dam against seismic induced liquefaction failure and to raise the reservoir to increase the water storage by about 950 acre-feet. The conceptual drawings depicted the enlargement of the dam, relocation and redesign of the spillway and training walls, relocation of the outlet works, relocation of a roadway on the dam crest, and calculations of firm yield.

Interbay Dam, 1994 (~5 Weeks)

Mr. Schrier was Harlan Tait Associates (HTA) project engineer to analyze the uplift pressures on the static stability of the 70-foot high concrete gravity Interbay Dam, located on the Middle fork of the American River, in Placer County California.

Mayhew Reservoir, 1993 to 1995 (~50 Weeks)

Mr. Schrier was Harlan Tait Associates (HTA) project engineer for the investigation, analysis, design and stabilization of a landslide that was impacting the off-line Mayhew Reservoir, in Fremont, California. The investigation included small and large diameter borings, laboratory testing, and engineering geologic mapping. The analysis consisted of laboratory testing and slope stability analysis to develop a suitable stabilization of the upslope side of the reservoir that was being over-stressed by a deep landslide. In 1994 Mr. Schrier prepared design plans to stabilize the landslide, and supervised the construction observation and testing work between the summer of 1994 and the winter 1995.

Lake Wyandotte Dam, 1995 (~5 Weeks)

Mr. Schrier was Harlan Tait Associates (HTA) project engineer for the preliminary stability analysis. Mr. Schrier performed slope stability analysis, and evaluated alternative stabilization improvements to satisfy the California Department of Water Resources, Division of Safety of Dams (DSOD).

Notre Dame Dam, 2005 to 2019

Mr. Schrier was Cotton, Shires and Associates, Inc. (CSA) supervising engineer for the 2005 investigation and stability analysis of the City of Belmont's 50-foot high earthen Notre Dame Dam. The field work investigation consisted of engineering geologic mapping, drilling four borings through the earthen embankment and into the underlying foundation material, installing piezometers in each boring, and installing survey monuments across the crest of the dam, all under the review of the California

COTTON, SHIRES AND ASSOCIATES, INC.

DAVID T. SCHRIER (cont.)

Department of Water Resources, Division of Safety of Dams (DSOD). The analysis included laboratory testing and slope stability analysis to evaluate the static and seismic stability of the dam. An investigation report was prepared for DSOD's review. Since 2005, Mr. Schrier has been CSA's principal engineer for annual dam inspections, including monitoring the piezometers and survey monuments, analyzing monthly piezometer readings, and preparing a monitoring report for DSOD's review.

Bear Gulch Dam, 2001 to Present

Mr. Schrier is CSA's supervising engineer for the 2001 investigation and stability analysis of California Water Service Company's (CWSC) 64-foot high earthen Bear Gulch Dam. The 2001 field investigation consisted of engineering geologic mapping, drilling four borings through the earthen embankment and into the underlying foundation material, installing slope inclinometer casing in three of the borings, and installing survey monuments across the crest of the dam, all under the review of the California Department of Water Resources, Division of Safety of Dams (DSOD). The analysis included laboratory testing and slope stability analysis to evaluate the static and seismic stability of the dam, and preparation of an investigation report for DSOD review. In 2006, Mr. Schrier was CSA's principal engineer for the supplemental investigation which consisted of drilling three additional borings on the downstream face of the dam and installing piezometers in each of these holes, laboratory testing, additional slope stability analysis, and preparing an investigation report for DSOD's review. In 2013, Mr. Schrier was CSA's principal engineer for CSA's updated seismic displacement analysis of the Bear Gulch Dam. The analysis included a geophysical survey along the dam crest, re-visiting static and seismic slope stability analyses, developing site-specific rock motions, analyzing seismic displacements, and evaluating alternative mitigations to improve the seismic stability and increase the permitted operating reservoir pool elevation. Mr. Schrier has also been CSA's principal engineer for annual dam inspections including monitoring the slope inclinometers and survey monuments, analyzing the readings, and preparing a monitoring report for DSOD's review. In 2014 and 2015, Mr. Schrier was the principal engineer for a supplemental investigation and seismic displacement analysis. CSA drilled additional borings obtained undisturbed samples, performed Field Vane Shear Tests and a Cone Penetrometer Test, installed piezometers in the bore holes, and performed triaxial compression testing on the samples. Based on the results of the laboratory shear testing and undrained in-situ shear testing, updated slope stability and displacement analysis was performed to evaluate an acceptable operating reservoir level. CSA also investigated the downstream portion of the dam to evaluate thickness of fill, alluvium and colluvium overlying bedrock in the proposed buttress footprint. Presently, CSA is about to undertake an investigation to identify suitable borrow sites and perform a series of remolded laboratory shear strength testing to confirm adequate buttress fill material.

Bear Gulch Upper Diversion Fishway and Screened Intake, 2011 to 2017

Mr. Schrier was CSA's principal engineer for investigating, analyzing, developing design recommendations, and observing the pertinent geotechnical aspects of California Water Services Company's Bear Gulch Upper Diversion Fishway and Screened Intake in Woodside, California. The project consisted of constructing a fishway around an existing 100-year old dam on Bear Gulch Creek, and installing an Obermeyer Gate to control flows into the screened intake, over the dam and into the fishway. The project required removing shallow landslides and avoiding large, deep landslides.

Sand Bar Dam, 2010 to 2014

Mr. Schrier is CSA's principal engineer for analysis of seepage through and under Pacific Gas & Electric Company's (PG&E) 15-foot high gravel and cobble filled, wooden cribbing, Sand Bar Dam. The interior cribbing of the diversion dam is covered by wooden planks and plywood. Seepage had progressively increased in recent years, and a vortex had been observed upstream during winter months. The initial

DAVID T. SCHRIER (cont.)

seepage analysis consisted of constructing flow nets and using the computer program SLIDE to analyze the current condition with 25 cfs to 47 cfs of seepage flow under and through the dam. Subsequent seepage analysis evaluated the effectiveness of various seepage mitigation alternatives, including installing horizontal membranes and vertical cutoff wall barriers, and meetings with a contractor to discuss pros and cons, construction feasibility and rough cost estimates for the mitigation alternatives considered. These analyses and meetings resulted in the selection of a combined vertical cutoff wall attached to a geomembrane liner, and included the removal of historic cutoff slabs and the placement of a gravel filter adjacent to the upstream dam face. In consultation with a geomembrane expert, Mr. Schrier designed and prepared plans and technical specifications for the horizontal and vertical seepage cutoff mitigation.

Stanislaus Power Tunnel Fish Screen, 2010 to 2014

Mr. Schrier was CSA's principal geotechnical engineer for PG&E's Stanislaus Power Tunnel Fish Screen project in Tuolumne County, California. CSA teamed with Black & Veatch (lead designer) to provide geotechnical investigations, analyze soil properties and cofferdam seepage, develop design criteria, install pre-construction monitoring (vibrating wire piezometers) and provide construction observation services. CSA investigated the subsurface conditions along the proposed diversion tunnel alignment by means of 16 small diameter borings and 20 test pits. CSA installed vibrating wire piezometers in many of the borings and performed pump testing to model groundwater and seepage. CSA also performed seepage modeling to assist in Black & Veatch's cofferdam design. The project complicated by the discovery of a large ancient landside crossing the proposed tunnel alignment combined with subsurface material consisting of buried, massive granite boulders in high permeability matrix that was subject to river influence. Black & Veatch and CSA worked together for five years on this project from concept through construction, developing cost-effective solutions and reacting to differing site conditions.

Bear River Canal and Krause Flume, 2011 to 2013

Mr. Schrier was CSA's principal engineer for analyzing, developing design recommendations, and observing and testing the stabilization of two landslides that were impacting Pacific Gas & Electric Company's 400 cfs capacity Bear River Canal in Placer County, California. For one site, Mr. Schrier also designed a tieback retaining wall and prepared the drawings to protect the canal from upslope propagation of the landslide. Both of these projects were reviewed by FERC.

Upper Miocene Canal, 2012 to 2013

Mr. Schrier was CSA's principal engineer for analyzing, developing temporary design recommendations, designing a temporary fix, preparing design drawings, and observing and testing the installation of a culvert to project Pacific Gas & Electric Company's 35 cfs capacity Upper Miocene Canal in Butte County, California from an adjacent landslide.

Lake Fordyce Dam, 2013 to 2014


Mr. Schrier is CSA's principal engineer for analyzing the seepage flow through and under Pacific Gas & Electric Company's (PG&E) 145-foot high rock filled Lake Fordyce Dam, and evaluating alternative seepage mitigation measures. Seepage had been an on-going issue for much of the 140-year old dam's history, and despite repeated attempts to patch the concrete facing and injection grout an old toe cutoff wall, seepage flows still exceeded 30 cfs under high reservoir pool levels. The initial seepage analysis consisted of reviewing historic documents and developing a geometric model of the dam using the computer program Seep/W. The next step consisted of calibrating permeabilities of the various dam structures and foundation materials to develop an accurate model that reproduced seepage flows at corresponding reservoir elevations. Subsequent analysis consisted of evaluating the effectiveness of

DAVID T. SCHRIER (cont.)

various seepage mitigation alternatives, including installing a geomembrane on the dam facing, installing a secant pile wall across the upstream toe of the dam and lining the upstream toe of the dam with a geomembrane liner. Meetings were held with PG&E, and geomembrane and secant pile wall contractors to discuss pros and cons, construction feasibility and rough construction cost estimates for the mitigation alternatives considered. A field investigation program was performed to better characterize the depth to bedrock, and consisted of engineering geologic mapping, sub-bottom profile geophysical surveying and test pit excavation along both the right and left upstream abutments. A comprehensive report was prepared and reviewed by a Board of Consultants to help select the preferred mitigation alternative.

Tiger Creek Regulator Dam, 2020 to Present

Mr. Schrier is CSA's principal engineer for a new spillway, access road and cofferdam at PG&E's Tiger Creek Regulator Dam. CSA investigated the sub-surface conditions along the proposed spillway and cofferdam alignments with test pits, and small-diameter borings. CSA was sub-contracted to Black & Veatch.

Ryan P. Harley 

February 28, 2023 at 4:37 PM

[Details](#)

RH

RE: Pre-Meeting: Tri-Dam v. MWH, et al FILE 21256

To: John Wallace, Cc: Morgan L. Simpson & 2 more

Sorry I thought I had responded. Yes, green light from Stantec to work on this and provide them with your data.

Ryan P. Harley
Attorney at Law

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Northern California 510-844-5100 - Inland Empire 909-581-6100 - Nevada 725-258-3110

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[See More from John Wallace](#)

EXHIBIT "B"
STANDARD FEE SCHEDULE
Attached

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

(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.

(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.

Additional Fees

Expert Witness / GIS Training: As quoted.

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

EXHIBIT “C” 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: May 17, 2023
Staff: Susan Larson

SUBJECT: Execution of Notice of Completion for the Tulloch Day Use Project.

RECOMMENDED ACTION: Review and authorize the Board Presidents and General Manager to sign the Notice of Completion for the Tulloch Day Use Project.

PROJECT:

The Tulloch Day Use site has officially been granted a Certificate of Occupancy by the Calaveras County Building Department. Calaveras County Planning Department, Calaveras County Public Works, Copperopolis Fire Department and Calaveras County Water District have also inspected the project and provided proof of acceptance.

To formalize the project's completion, the attached Notice of Completion will be recorded with Calaveras County as provided by law, for public works projects. Staff recommends that it be reviewed, and that authorization be granted to Board Presidents, and Tri-Dam's General Manager to sign the document.

ATTACHMENTS: Notice of Completion

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)



RECORDING REQUESTED BY &
WHEN RECORDED RETURN
TO:



PO Box 1158
Pinecrest, CA 95364
APN: 064-029-062
064-029-063

Space above this line for recorder's use

NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC WORKS PROJECT

NOTICE IS HEREBY GIVEN by the Oakdale Irrigation District and the South San Joaquin Irrigation District, both irrigation districts organized and existing under the laws of the State of California, cooperatively operating as the Tri-Dam Project, herein referred to as "TRI-DAM" which are the legal owners of facilities located at 7430 O'Byrnes Ferry Road, Copperopolis, CA 95228. Project site is further identified by Assessor's Parcel Numbers 064-029-062 and 064-029-063, lying within a portion of Section 32, T1N, R13E. Project includes the development of a day use recreational facility designed to provide public access to Tulloch Reservoir.

TRI-DAM PROJECT

TRI-DAM PROJECT

Thomas D. Orvis
President
Oakdale Irrigation District

Mike Weststeyn
President
South San Joaquin Irrigation District

VERIFICATION

I, the undersigned, declare that I am the Secretary to the Board of Directors of the Tri-Dam Project and that I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on the _____ day _____ of 2023.

Summer Nicotero
General Manager

BOARD AGENDA REPORT

Date: May 17, 2023

Staff: Susan Larson

SUBJECT: Tulloch Day Use Area

RECOMMENDED ACTION: Discussion and possible action to set the date for the ribbon cutting ceremony for the Tulloch Day Use Area.

BACKGROUND AND/OR HISTORY:

The Tulloch Day Use Area is complete, and all aspects of the project are fully approved. Staff is testing the facilities this month, to ensure that all onsite facilities function correctly, and that timers for the gate and restrooms are correctly programmed to ensure smooth operations during the busy summer season. Landscape maintenance and janitorial services are also being finalized to ensure that the site is well maintained this season as well.

Full operation by Memorial Day weekend is anticipated, and staff will work to ensure that the site is closely monitored. Two onsite cameras are connected to the control room network, and monitored by control room staff in the same fashion as all Tri-Dam facilities.

Staff would now like to coordinate the official ribbon cutting/opening celebration with the Board. Typically, one meeting each year is conducted in Strawberry, and the opening celebration could be scheduled for the same day as that meeting, with the meeting conducted in Strawberry that morning, and the celebration scheduled after the meeting ends. Lunch and/or light refreshments could be planned at the Day Use and could include the Board, Tri-Dam staff, local dignitaries and elected officials, along with the public.

In past years, the Strawberry meeting has been held in July, which would coincide well with the official ribbon cutting ceremony as well.

FISCAL IMPACT: \$750 (lunch and/or refreshments)

ATTACHMENTS: None

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: May 17, 2023
Staff: Genna Modrell

SUBJECT: Designate the date of one Tri-Dam Project regular meeting in Strawberry.

RECOMMENDED ACTION: Discussion and possible action related to designating the date of one Tri-Dam Project regular meeting in Strawberry.

BACKGROUND AND/OR HISTORY:

Each year we typically hold one Board meeting in Strawberry. This is authorized pursuant to Water Code 21377.5: which would permit Tri-Dam to conduct up to four regular board meetings annually at the Tri-Dam Project office located in Strawberry, California.

Listed below are upcoming meeting date options.

June 15, 2023

July 20, 2023

August 17, 2023

FISCAL IMPACT: None

ATTACHMENTS: None

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: 5/17/2023
Staff: Summer Nicotero

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION FOR DESIGNATION OF BANK ACCOUNT SIGNATORIES FOR THE TRI-DAM PROJECT

RECOMMENDED ACTION: Approve Adoption of the Resolution for Designation of Bank Account Signatories for the Tri-Dam Project on the California Local Agency Investment Fund (LAIF) accounts

BACKGROUND AND/OR HISTORY:

The attached resolution is submitted for authorization of a new signatories and reaffirming prior signatories for the California Local Agency Investment Fund (LAIF) account held by the Tri-Dam Project.

LAIF requires specific language for changes in designation of bank account signatories, and therefore, is presented as a separate item.

The attached removes Scot A. Moody, General Manager for Oakdale Irrigation District, and Peter M. Rietkerk, General Manager for South San Joaquin Irrigation District and adds Summer Nicotero, General Manager, Tri-Dam Project and Vera Whittenburg, Finance Manager, Tri-Dam Project.

FISCAL IMPACT: None

ATTACHMENTS: Resolution TDP 2023-04, Authorizing Investment of Monies in the Local Agency Investment Fund

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
Oakdale Irrigation District
South San Joaquin Irrigation District**

RESOLUTION NO. TDP 2023-04

AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

AGENCY ADDRESS: 31885 Old Strawberry Road **AGENCY PHONE NUMBER:** 209-965-3996
Strawberry, CA 95375

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the joint Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Tri-Dam Project;

NOW THEREFORE, BE IT RESOLVED, that the joint Board of Directors hereby authorizes the deposit and withdrawal of the Tri-Dam Projects monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Oakdale Irrigation District, and South San Joaquin Irrigation District officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transaction contemplated hereby:

Summer Nicotero

(NAME)
General Manager/Secretary
Tri-Dam Project

(TITLE)

(SIGNATURE)

Vera Whittenburg

(NAME)
Finance Manager
Tri-Dam Project

(TITLE)

(SIGNATURE)

Sonya Williams

(NAME)
Finance and Administration Manager
South San Joaquin Irrigation District

(TITLE)

(SIGNATURE)

Sharon Cisneros

(NAME)
Chief Financial Officer
Oakdale Irrigation District

(TITLE)

(SIGNATURE)

Section 2. This resolution shall remain in full force and effect until rescinded by the joint Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the joint Board of Directors of the Tri-Dam Project, Tuolumne County of the State of California on May 17, 2023.

OAKDALE IRRIGATION DISTRICT

AYES:

NOES:

ABSENT:

OAKDALE IRRIGATION DISTRICT

Tom D. Orvis, President

Scot A. Moody, Secretary

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Mike Weststeyn, President

Peter M. Rietkerk, Secretary

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file with the Tri-Dam Power Authority.

TRI-DAM PROJECT

Summer Nicotero
General Manager

BOARD AGENDA REPORT

Date: 5/17/2023
Staff: Summer Nicotero

SUBJECT: MNI Training Courses

RECOMMENDED ACTION: Discussion and possible action to approve the Microwave Networks Training courses.

BACKGROUND AND/OR HISTORY:

The Proteus MX radios cover 6 critical links that carry our Security, controls and business networks. Strawberry Operations to Strawberry Peak, Strawberry Peak to Donnell's PH, Strawberry Peak to Beardsley PH, Strawberry Peak to Sandbar PH, Strawberry Peak to Mt. Elizabeth, Mt Elizabeth to Tulloch PH.

This Training covers Networking Fundamentals and Cyber Security, Fundamentals of Microwave Radios, and Proteus MX / MXD Operations and Maintenance.

Training to be held in Strawberry on our microwave system so all Technicians can attend and the project can remain fully staffed in case of an outage. Additionally, the cost to send three technicians to the manufacturer training site in Texas would exceed the cost of on-site training.

This is a sole source quote. It is manufacturer training on our specific radios.

FISCAL IMPACT: Budgeted \$16,020 1-2-04-92-59230

ATTACHMENTS: IF230419-50 Tri-Dam Training Quote Customer Location

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)

Microwave NETWORKS

The Microwave Networks, Inc. offers a wide range of training courses from microwave and networking fundamentals to product specific installation, operation and maintenance courses. Classes can be scheduled at Microwave Networks' headquarters facility in Stafford, Texas or at the customer's location. All classes are conducted by Microwave Network expert instructor with deep technology expertise and extensive practical field experience.

Microwave Networks provides training equipment for operation and maintenance courses or can also train you on your purchased equipment prior to passing live traffic over the equipment. All training classes must be scheduled at minimum 30 days in advance and is subject to training equipment and instructor's availability. Thank you for giving Microwave Networks, Inc the opportunity to serve you.

Date: April 19, 2023

Quote No. IF230419-50 Prepared by: Abraham Ayala

Customer: Tri Dam

Location: Customer Location

No. of Students: Up to ten (10) Students

Validity: 90 Days

Training Courses	Qty	Selected Courses
Networking Fundamentals and Cyber Security	1	Yes
Fundamentals of Microwave Radio	1	Yes
Proteus MX / MXD Operations and Maintenance	1	Yes
Proteus MX / MXD Installation and Commissioning		
Proteus UMX Operation, Maintenance and Installation		
Proteus OIP Operation, Maintenance and Installation		
SPARCS Network Management System		

Total Sale Price: MSRP = \$23910, (\$7890) Discount, Sale Price = \$16020

Total Duration: 3.0 Day(s)

Notes: 30 days notice required to schedule training class and arrange shipment of training radios.

SPARCS Network Management System training will utilize the customer's equipment.



Training Policy

1. Class size will be limited to 10 students maximum. Larger class sizes will result in additional charges.
2. Courses cannot be filmed, videotaped or recorded
3. Students attending courses are solely responsible for arranging and paying for their travel expenses, meals, accommodations, local transportation, and personal expenses while attending training.
4. SPARCS Network Management System training class will utilize the customer's equipment.
5. Multiple selected classes are completed in a contiguous fashion.
6. 100% attendance is required to complete the course and be awarded a certificate of completion.

Training Documentation:

- a. Microwave Networks provides electronic (soft copy) of all training materials required during the training class.
- b. Additional charge will apply if hard copies of the training materials are required.
- c. No duplication or distribution of the training materials or any portion thereof shall take place without the express written permission of Microwave Networks.

Customer Site Training:

- a. Customer must provide room sufficiently size with desk, chairs to support instructor and all participants
- b. Customer must provide table(s) to support 2 x radio enclosure (19"W x 21" H x 20" D) at up to 200 lbs each
- c. Customer must provide sufficient 110 AC power and air conditioning to support trainer and students PCs and training equipment
- d. Classroom must have large screen display or overhead projector
- e. Classroom must have Internet access
- f. Confirm customer can receive training equipment at least 1 day in advance of training date and instructor to have access for class preparation
- g. Confirm customer can assist trainer to move and lift training equipment

Cancellation Terms

- a. A cancellation fee of 30% will be applied if a customer cancels a class or reservation within 2 weeks of the scheduled start date.
- b. A cancellation fee of 50% will be applied if a customer cancels a class or reservation within 1 week of the scheduled start date.
- c. A "no show" during the class date will result in full tuition forfeiture.

- d. Microwave Networks reserves the right to cancel a training course if the minimum requirement of registered students is not met. Microwave Networks will provide 2 weeks advance notice for any cancelled course and will work with the registered student on future course rescheduling.

BOARD AGENDA REPORT

Date: 5/17/2023
Staff: Summer Nicotero

SUBJECT: Strawberry Forklift

RECOMMENDED ACTION: Approve the quote to purchase a used electric forklift.

BACKGROUND AND/OR HISTORY:

As requested in last month's board meeting, we would like to present used/new electric forklift options for our Strawberry Operations location. We would like to repurpose the current Strawberry forklift to Tulloch Powerhouse so we have a means to unload trucks and trailers at that site.

Fiscal Impact: Budget \$40,000

ATTACHMENTS:

Elec	Pape	3,327 hrs.	\$39,500 excludes tax & delivery
Elec	Midwestern Forklift	6,242 hrs.	\$34,100 excludes tax & delivery
Elec	JM Forklift	(New)	\$33,800 excludes tax & delivery
Gas	Pape		\$36,450.83 includes tax & delivery
Gas	Engineering Products		\$37,282.25 includes tax & delivery
Gas	Next Level Warehouse Solutions		\$37,564.66 includes tax & delivery

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)

**CERTIFIED
USED EQUIPMENT
QUOTE**

Quote #:

Date:

Company:

Bill To:

Contact Name:

Ship To:

Contact Phone:

Contact Email:

Unit Type:

Make:

Model:

Serial Number:

Unit ID:

Power Source:

Mast:

Lift / Lowered Ht: /

Fork Length:

Carriage:

Attachment:

Tires:

Unit Year:

Unit Hours:

Charger: /

Additional photos here

Carriage Width:

Preparation Level:

Description:

Prep Time:

Warranty:

CERTIFIED USED EQUIPMENT QUOTE

Quote #:

Date:

Trade-In & Add-Ons

Trade-In Value:

Unit Description:

Add-On Item :

Add-On Description:

Add-On Item :

Add-On Description:

Payment Details

<u>Finance Terms</u>	<u>Term Detail</u>	<u>Term Length</u>	<u>Payment</u>	<u>Initial</u>
Option 1:				+ Tax & Fees
Option 2:				+ Tax & Fees
Option 3:				+ Tax & Fees

Price Per Unit:


+ Tax & Fees

Quantity:

Notes/Comments:

Total Investment:

(Tax & Fees Not Included)



Territory Manager
Office:
Mobile:

Customer Name:

Customer Signature:

PMH Account #:

PO #:

Territory Manager:

Terms & Conditions

- Price excludes tax and fees, quote valid 30 days from _____.
- Credit card payment will not be accepted for this sale.
- F.O.B. on delivery, For Terms and Conditions see www.papemh.com/terms
- 20% restocking fee will be assessed on cancelled orders.

MIDWESTERN EQUIPMENT
 1914 Tostevin St.
 Council Bluffs, IA 51503
 (888) 328 0880

Quote

Date	Quote #
4/17/2023	1315442

Name / Address
Tri-Dam Project 31885 Old Strawberry Rd Strawberry, CA 95375

Terms	Rep	Project
	RP	

Description	Qty	Total
2017 Unicarriers 1Q2L25V 5,000 lbs 83/187" Mast with side-shift & 42" forks 80 volt battery & charger Solid pneumatic tires 90% Lights & back-up alarm New paint & decals Serviced & delivered	1	32,900.00T
96" forks	1	1,200.00T
This quote does not include sales tax. The applicable sales tax will be applied at the time of the invoice.		0.00
Total		\$34,100.00



MANTECA
321 Spreckels Ave. 95336
(916) 522-3271
FAX (916) 522-5980

MERCED
835 Martin Luther King Jr. Way, 95341
(209) 386-1797
FAX (209) 386-1197

FRESNO
3751 E. Calles, 95725-2400
(559) 233-0187
FAX (559) 233-6918

PATTSERSON
18507 Highway 33, 95363-9718
(209) 892-8294
FAX (209) 892-6918

S. SACRAMENTO
610 Houston St., 95891
(916) 372-0707
FAX (916) 372-0772

K-LIFT SERVICE CO.
A Division of J.M. Equipment Co., Inc.
1360 Burton Ave., Salinas, 93901
(831) 758-2726
FAX (916) 372-0772

BAKERSFIELD
3328 Buck Owens Blvd., 93308
(861) 578-8168
FAX (861) 483-7100

5/4/2023

teddyg 00805

Tri Dam Project

Po Box 1158
PINECREST,, CA 95364

Thank you for considering J.M. Equipment Co., Inc. for your material handling equipment needs. We are pleased to offer the following for your review.

(1) Big Joe

LXE40 4,000 lbs. Capacity @ 24" Load Center, Lithium Forklift Truck

Battery	UL Recognized 48V 360 AH Li-Ion Battery
Mast	Triple Stage LH 189.0" CH 84.4" FL 44.0" EXH 229.0"
Sideshifter	Integral Sideshift with Load Backrest
Forks	48" x 4.8" x 1.57"
Load Backrest	40.9" High
Warranty	Six (6) Months/180 Days or 1,000 Hours full parts and labor coverage, excluding wearables. Twelve (12) Months/365 Days or 2,000 Hours parts only, excluding wearables. For detailed information please reference product warranty certificate.

Standard Equipment

- 48V AC System with Infinitely Variable Travel Control
- AC Drive Motor
- Connector: Rema DIN 320
- Integral Sideshift with Load Backrest
- Power Steering with Ergonomic Assist Knob
- Removable Battery Compartment Side Access Panel
- Tilt-Up Battery Compartment Hood with Gas Assist
- Power Steering with Ergonomic Assist Knob
- Weather Resistant IP54 Rating Facilitate Limited Outdoor Use
- Proportional Lift, Lower, Tilt and Side-Shift Controls
- Programmable Diagnostic Digital Display
- Adjustable Suspension Seat with Entry and Exit Grab Handles
- OHG Mounted Headlights, Taillights and Turn Signals
- Regenerative Neutral Braking
- Electromagnetic Brakes with Toggle-Type Parking Brake
- Wide View I-Beam Mast Construction
- ITA Fork Carriage - 16.25" Tall x 41" Wide
- Tilting Fork Carriage - 6° Forward 6° Backward

Other Big Joe Equipment
Charger - 240 VAC - Single-Phase

Total Purchase Price, Not Including Any And All Applicable Taxes **\$ 33,800.00**

Please Note:
Supply chain logistics delays, may affect the interest rate and/or freight calculated in the sale price quoted above.

TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS

The proposal in this quote is property of J.M. Equipment Co., Inc. and is confidential and proprietary. Unauthorized disclosure could be harmful to J.M. Equipment Co., Inc. and by acceptance, prospective buyer agrees not to publish, copy or reproduce the contents without the express written consent of J.M. Equipment Co., Inc. Tri Dam Project will not use such information for any other purpose than for the consideration of a J.M. Equipment Co., Inc. supplied system and will return any or all information contained herein to J.M. Equipment Co., Inc. upon request.

ACCEPTANCE AS CONTRACT OF SALE

Acceptance:

Company: Tri Dam Project

Name:

Authorized Dealer:

J.M. Equipment Co., Inc.

Teddy Gonzalez

Authorized Signature

Sales Representative
Cell: (209)652-6500
Email: teddyg@jmequipment.com

Date: _____

PO No.: _____

Terms: Net On Delivery

FOB: Delivered, Customers stated locations in California

Expires: 6/3/2023

Factory Lead Time: IN STOCK



MODEL: GP050UX

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	Tri-Dam Project		
ADDRESS	31885 Old Strawberry Road Strawberry, California 95375		
SHIP-TO ADDRESS	31885 Old Strawberry Road Strawberry, California 95375		
CONTACT NAME	Rich Ennis		
PHONE	+1 209-965-3996		

PROPOSED BY	Paul Britton	TITLE	Territory Manager
PHONE	209-531-8588	EMAIL	pbritton@papemh.com

DATE	2023-04-10	QUOTE EXPIRATION	2023-05-10
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PAPE MATERIAL HANDLING
 2410 GRAND AVENUE
 SACRAMENTO, California 95838
 Phone: 916-641-3434



Quoted Model: GP050UX Available Features

Yale® GP050UX Lift Truck - 5,000 lb Nominal Capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Yale® GP050UX Lift Truck - 5,000 lb Nominal Capacity, Class V	1
Construction	Key Switch Start	
Powertrain	<p>PSI 2.4L LPG EPA/CARB emissions certified engine with electronic fuel injection provides outstanding fuel economy and performance in a heavy-duty industrial grade design. Features two (2) individual performance modes to optimize productivity and fuel economy.</p> <p>Self energizing drum brakes provide excellent stopping power with minimal brake pedal effort.</p> <p>Electronically Controlled Powershift 1 Speed Transmission provides smooth directional changes for greater operator productivity, along with electronic inching, which eliminates the costs of inch/brake adjustments</p>	
Powertrain Options	<p>High Air Intake</p> <p>Counterweight rear exhaust exits through counterweight opening to reduce turbulence and dust.</p> <p>Swing out and rotating LPG Tank Bracket with Twin Metal Strap</p> <p>Counterweight Net</p>	
Powertrain Accessories	Prevents operation of the hydraulic system if the operator is not in the proper operating position. Also disables directional travel on Internal Combustion Engine (ICE) trucks.	
Mast	<p>3 Stage Full Free Lift Mast 189" Maximum Lift Height, 85" Lowered Height</p> <p>Mast Tilt - 6° Forward / 6° Back</p>	
Carriages & Attachments	<p>41" Hook Type Integral Sideshift Carriage</p> <p>37" High Load Backrest</p>	
Forks	48" Hook Type (1.6" x 4.8") Standard Tapered Forks	
Hydraulics	<p>3 Function (1 Auxiliary) Hydraulic Control Valve</p> <p>Cowl mounted mechanical lever hydraulic controls are conveniently located.</p>	
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	
Wheels & Tires	<p>7.00 x 12-12 PR Pneumatic-Shaped Solid Drive Tires (Standard Tread)</p> <p>6.00 x 9-10 PR Pneumatic-Shaped Solid Steer Tires</p>	
Operator Compartment	<p>86" High Overhead Guard</p> <p>Rear drive handle with horn button is mounted on the right side of the truck behind the operator to enhance operator comfort while driving in reverse. The ergonomically angled handle features a thumb-operated horn button to allow the operator to keep their left hand on the steering wheel and in control of the truck while sounding the horn to alert other trucks or pedestrians.</p>	
Directional Control	<p>Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column</p> <p>Steering wheel with integral spinner knob to enhance operator comfort and control.</p>	



PAPE MATERIAL HANDLING
 2410 GRAND AVENUE
 SACRAMENTO, California 95838
 Phone: 916-641-3434



Seat Full Suspension Vinyl Seat (SC29) with Switch for OPS
 Our No-Cinch ELR (Emergency Locking Retractor) seat belt system moves with the operator and improves operator comfort and safety without cinching, especially when driving in reverse. It locks only when necessary to assist in operator safety.

Lights & Alarms Two Front LED Work Lights with Stop, Tail, Indicator, and Reverse Lights
 Audible Alarm - Reverse Direction Activated
 Visible Alarm - Amber LED Strobe - Keyswitch Activated - Does Not Increase Truck Height

Warranty 12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.

Literature & Nameplate English Literature Pack and Labels

Fees & Surcharges Freight
 Fees & Surcharges
 Destination Charge

Additional Items or Accessories Included

	Description	Quantity
PKB	Pre-Delivery Inspection & Prep	1
PKB	Local Delivery	1

Total Investment

Price GP050UX	\$33,986.79	Qty: 1
Quoted Quantity	1	TOTAL: \$33,986.79

F.O.B. Factory (factory freight not included). Price is exclusive of any taxes. Due to volatility of supply chain, transportation, lead times etc., we reserve the right to revise our pricing in direct correlation to price surcharges/increases received from the OEM. Lease payment quotes are subject to possible interest rate indexing at time of delivery. This sales order/proposal is subject to Pape' Material Handling's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or email to Buyer upon request.

Proposal By:	Paul Britton	Accepted By:	
	_____		_____
Signature:		Signature:	
	_____		_____
Date Signed:		Date Accepted:	
	_____		_____
		PO Number:	



55 S. Display Way
Sacramento, CA 96538
(209) 914-4180

April 11, 2023

Rich Ennis
Tri-Dam Project
31885 Old Strawberry Road
Strawberry, CA 96375

Mr. Ennis,

Thank you for the opportunity to provide the following new equipment quotation:

Make: Yale **Model:** GP050UX **Serial Number:** A7S1A06731W
Year: 2023 **Hours:** 0 **Unit Number:** E25540 / 82838C

Specifications:

Upright: 189" 3' Stage
Engine: PSI 2.4 LP
Carriage: Integral Side Shift
Hydraulics: 3x3 with cowl levers
Tires: Pneumatic Shaped Solid



Price: \$34,762.00 (Plus Tax)

Full Payout Lease, W/ 1st payment upon delivery

Term	Total Monthly Payment
24 Months	\$ N/A
36 Months	\$ N/A
48 Months	\$ N/A

This proposal is valid for 30 days and is subject to availability

Sincerely,

PO# _____

Date _____

Thomas Weaver
Warehouse Systems Specialist
Engineered Products
(209) 941-4180

Signature _____

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Offers of sale are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

- 1. Prices.** Prices quoted by Seller are subject to change without notice. Seller's prices in effect at the date of delivery will govern at Seller's option. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.
- 2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.
- 3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new articles shall be deemed to be net F.O.B. point of manufacture and prices for all other articles shall be deemed to be F.O.B. Seller's place of business at which the order for the articles is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the articles shall cease and all risk of loss shall become the Buyer's upon delivery of the articles to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the articles at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.
- 4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty.
- 5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.
- 6. Laws Governing.** All orders will be governed by the laws of the State of Oregon.
- 7. Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer upon receiving notice of such assignment, shall make payment as directed.
- 8. Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and /or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. **THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERCEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE.** This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.
- 9. Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.
- 10. Entire Agreement.** The foregoing shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party.

Company: Tri Dam Project

Contact Name: Rich Ennis

Contact Phone: (209) 559-4963

Contact Email: rennis@tridamproject.com

Bill To: 31885 Old Strawberry Road
Strawberry, CA 95375

Ship To: 31885 Old Strawberry Road
Strawberry, CA 95375

Unit Type:

Make: Yale

Model: GP050UX

Serial Number: A7S1A06731W

Unit ID: E25540 / 82838C

Power Source: LPG

Mast: 3 Stage

Lift / Lowered Ht: 189 / 82

Fork Length: 48"

Fork Length: Side Shift

Carriage: Solid Pneumatic

Attachment: 2022

Tires: Zero

Unit Year: /

Unit Hours: /

Charger:

Carriage Width:



Additional photos here

Preparation Level:

Description: Brand New in stock unit

Prep Time: two weeks

Warranty: 1 year two thousand hours

Trade-In Value: _____

Unit Description: _____

Add-On Item : _____

Add-On Description: _____

Add-On Item : _____

Add-On Description: _____

Payment Details

<u>Finance Terms</u>	<u>Term Detail</u>	<u>Term Length</u>	<u>Payment</u>	<u>Initial</u>
Option 1: _____	_____	_____	_____ + Tax & Fees	_____
Option 2: _____	_____	_____	_____ + Tax & Fees	_____
Option 3: _____	_____	_____	_____ + Tax & Fees	_____

Price Per Unit: 35,025.32 + Tax & Fees Quantity: 1.00

Notes/Comments:

Total Investment: \$ 35,025.32 (Tax & Fees Not Included)



Will Langley
Industrial Equipment Sales
Next Level Warehouse Solutions
2410 Grand Avenue
Sacramento, CA 95838

Customer Name: Rich Ennis

Customer Signature: _____

PMH Account #: _____ PO #: _____

Territory Manager:

Terms & Conditions

- Price excludes tax and fees, quote valid 30 days from 04/11/2023
- Credit card payment will not be accepted for this sale.
- F.O.B. on delivery, For Terms and Conditions see www.papemh.com/terms
- 20% restocking fee will be assessed on cancelled orders.

BOARD AGENDA REPORT

Date: 5/17/2023
Staff: Summer Nicotero

SUBJECT: Represented Employee Wage Increase

RECOMMENDED ACTION: Discussion and possible action to approve the represented employee wage increase.

BACKGROUND AND/OR HISTORY:

Per Section 7.1 of the Memorandum of Understanding between the IBEW and Tri-Dam, each year during the pay period that includes June 1, the base wage ranges shall be increased for all represented employees by three (3%) percent, in accordance with the Exhibit A attached.

FISCAL IMPACT: All represented employee wages increase by 3%

ATTACHMENTS: Exhibit A from the MOU

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)

EXHIBIT A
SCHEDULE OF WAGES
JUNE 1, 2018 THROUGH MAY 31, 2024

Department / Title	Modifier	Basis	5/31/2018 Base	6/1/2018 3.00%	6/1/2019 3.00%	6/1/2020 3.00%	6/1/2021 3.00%	6/1/2022 3.00%	6/1/2023 3.00%
Maintenance									
Electrician Journeyman			\$46.72	\$48.12	\$49.56	\$51.05	\$52.58	\$54.16	\$55.79
Electrical Machinist Journeyman			\$46.72	\$48.12	\$49.56	\$51.05	\$52.58	\$54.16	\$55.79
Machinist Welder Journeyman			\$46.72	\$48.12	\$49.56	\$51.05	\$52.58	\$54.16	\$55.79
Machinist Mechanic Journeyman			\$46.72	\$48.12	\$49.56	\$51.05	\$52.58	\$54.16	\$55.79
Equipment Operator Journeyman			\$46.72	\$48.12	\$49.56	\$51.05	\$52.58	\$54.16	\$55.79
Technician Journeyman	7.00%	over Journeyman	\$49.99	\$51.49	\$53.03	\$54.63	\$56.26	\$57.95	\$59.69
Laborer	55.00%	of lowest paid journeyman	\$25.70	\$26.47	\$27.26	\$28.08	\$28.92	\$29.79	\$30.68
<i>Any new Laborer can be hired at 60% or 65% of lowest paid Journeyman based upon qualifications and experience, at the discretion of management.</i>									
Maintenance Apprentice									
0 to 6 Months	76.00%	of base rate	\$31.96	\$32.91	\$33.90	\$34.92	\$35.97	\$37.05	\$38.16
7 to 12 Months	80.00%	of base rate	\$33.64	\$34.65	\$35.69	\$36.76	\$37.86	\$39.00	\$40.17
13 to 18 Months	84.00%	of base rate	\$35.32	\$36.38	\$37.47	\$38.59	\$39.75	\$40.95	\$42.17
19 to 24 Months	88.00%	of base rate	\$37.00	\$38.11	\$39.26	\$40.43	\$41.65	\$42.90	\$44.18
25 to 30 Months	92.00%	of base rate	\$38.68	\$39.84	\$41.04	\$42.27	\$43.54	\$44.84	\$46.19
31 to 36 Months	96.00%	of base rate	\$40.37	\$41.58	\$42.82	\$44.11	\$45.43	\$46.79	\$48.20
Over 36 Months	100.00%	of base rate	\$42.05	\$43.31	\$44.61	\$45.95	\$47.32	\$48.74	\$50.21
<i>Apprentice positions @ 100% equals 90% of applicable Journeyman.</i>									
Technician Crew Leader	110.00%	of highest paid Technician	\$54.99	\$56.64	\$58.34	\$60.09	\$61.89	\$63.75	\$65.66
Maintenance Lead	104.00%	of Technician	\$51.99	\$53.55	\$55.16	\$56.81	\$58.51	\$60.27	\$62.08
Operations									
Roving Operator			\$46.72	\$48.12	\$49.57	\$51.05	\$52.58	\$54.16	\$55.79
Shift Operator									
0 to 6 Months	76.00%	of base rate	\$37.11	\$38.22	\$39.36	\$40.55	\$41.76	\$43.01	\$44.31
7 to 12 Months	80.00%	of base rate	\$39.06	\$40.23	\$41.44	\$42.68	\$43.96	\$45.28	\$46.64
13 to 18 Months	84.00%	of base rate	\$41.01	\$42.24	\$43.51	\$44.81	\$46.16	\$47.54	\$48.97
19 to 24 Months	88.00%	of base rate	\$42.96	\$44.25	\$45.58	\$46.95	\$48.36	\$49.81	\$51.30
25 to 30 Months	92.00%	of base rate	\$44.92	\$46.26	\$47.65	\$49.08	\$50.55	\$52.07	\$53.63
31 to 36 Months	96.00%	of base rate	\$46.87	\$48.28	\$49.72	\$51.22	\$52.75	\$54.33	\$55.96
Over 36 Months	100.00%	of base rate	\$48.82	\$50.29	\$51.80	\$53.35	\$54.95	\$56.60	\$58.30
<i>Any new Shift Operator can be hired at any level above based upon qualifications and experience, at the discretion of management.</i>									
<i>Shift Operator full rate equals 104.5% of Roving Operator.</i>									
Relief Operator	\$0.08	over Roving Operator	\$46.80	\$48.20	\$49.65	\$51.13	\$52.66	\$54.24	\$55.87
Lead Operator	104.00%	of Technician	\$51.99	\$53.55	\$55.16	\$56.81	\$58.51	\$60.27	\$62.08

BOARD AGENDA REPORT

Date: 5/17/23
Staff: Summer Nicotero

SUBJECT: Filing Previous Hydro Operations Supervisor and Maintenance Supervisor Positions

RECOMMENDED ACTION: Discussion and possible action to authorize the addition of the Maintenance and Hydro Operations Supervisor Positions

BACKGROUND AND/OR HISTORY:

In 2020 it was decided to combine the Maintenance Supervisor and Hydro Operations Supervisor roles into one position. In April, that individual resigned. I am proposing that the Board consider hiring the previous positions of Hydro Operations Supervisor and Maintenance Supervisor given the workload and supervisory needs of each department. Currently we have 9 employees in Operations and 10 in Maintenance. In addition, there are three vacancies in Maintenance. The Supervisors of these two departments will be responsible for very different tasks, with Operations mainly tasked with reporting, data gathering, calculations of flows, and working with our hydro partners. Maintenance focuses on projects, bidding, planning and directing daily work, and maintenance reporting/tracking. I have revised the previous job descriptions and included for your review.

In hiring these two positions, I would like to offer rotations of six months in duration to employees who have expressed an interest in supervisory roles and possess the skills and abilities reflected in the job descriptions. I will offer these rotations to employees prior to posting the positions for permanent hire. This approach will give staff the ability to see if they enjoy supervision, increase their skillsets, and protect them should they decide they would prefer to return to their previous roles. While on rotation their previous roles would remain open until they return to those roles. The General Manager reserves the ability to temporarily upgrade an employee should the vacant role be deemed critical.

It is not known how many six-month rotations would be offered prior to the position being posted for permanent hire. It is possible that an employee could decide prior to the six-month timeframe that they would like to return to their previous role and a new rotation could be started.

The salary for these positions would be set at 10% over the highest paid person in the work group they would supervise, as previously recommended in salary surveys.

Hydro Operations Supervisor-	\$68.29 per hour (Operations Lead \$62.08)
Maintenance Supervisor-	\$72.23 per hour (Technician Lead \$65.66)

The permanent salary schedule for these roles will be included in the June board packet when we adjust for CPI.

FISCAL IMPACT: The fiscal impact should be a cost savings for the remainder of this calendar year as the savings from the Operations and Maintenance Manager will offset the cost of increasing employee's salaries while on rotation. In future years, the addition of

these two positions will result in an increase of approximately \$400,000 assuming the Operations and Maintenance Manager position is filled.

ATTACHMENTS: Hydro Operations Supervisor Job Description
Maintenance Supervisor 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)



Tri Dam Project Hydro Operations Supervisor

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general direction of the General Manager: plan, assign and supervise the work of staff in the operation, inspection, and routine servicing of hydro-electric generating plants, dams, reservoirs, rivers, and irrigation facilities; ensure compliance with regulatory agency requirements; control switching and clearances; and to perform related work as required.

This is a supervisory level, exempt classification with functional and procedural responsibility for the maintenance of hydroelectric plants on a 24 hour a day, seven day per week basis in accordance with Project needs. Duties of this classification include responsibility for responding to and managing emergencies or urgent matters after normal working hours or on holidays.

PERSONNEL CLASSIFICATIONS DIRECTLY SUPERVISED

Operations Center Dispatch Operators, Roving Power Plant Operators, Relief Operators, Lead Operators, and may provide direction for temporary work staff.

REPRESENTATIVE DUTIES

- Supervise a staff of operations personnel to safely operate and maintain hydroelectric plants, dams, and related facilities.
- Lead Project personnel in establishing and maintaining a safe work environment and complying with Cal/OSHA regulations.
- Plan, schedule, assign, and supervise the work of operations staff, providing instructions and technical oversight.
- Coordinate planned energy generation with Tri Dam partners.
- Coordinate with USBR, PG&E, and other agencies for water management and flood management.
- Compile and calculate data on water flow and power generation.
- Compile and calculate data on water flow and generation. Forecast annual water supply in the river shed.
- Ensure compliance with FERC, DSOD and WECC/NERC regulatory requirements, and prepare and file associated reports.
- Assist with forecasting annual water supply in the watershed.
- Develop procedures for plant inspections, testing, clearances, and assessments.
- Represent Tri-Dam on inspections of facilities by state and federal regulatory inspectors.
- Other duties as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or expected to be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operation, maintenance, and surveillance of hydroelectric turbines, generators, gates, valves, and auxiliary equipment.
- Methods, materials, tools, and equipment used in maintenance work.
- Applicable provisions of electrical code.
- Safe work practices including protection around high voltage equipment and Federal/ State safety regulations.
- Understand and implement applicable federal and state regulatory requirements related to dam safety and energy regulation. Includes but not limited to the FERC, DSOD, NERC/WECC, USACE, USBR.
- Knowledgeable of hydro industry standards and procedures for the operation and routine servicing of hydro plants.
- Principles and techniques of supervision, including planning, scheduling, and assigning work, performance appraisals, employee counseling, discipline, and training.
- Microsoft Office, Excel, and Outlook.

Ability to:

- Train, supervise, and plan work for a highly skilled staff in the operation of hydroelectric plant generators, water systems and conveyance facilities, and cooling water systems.
- Establish work priorities and direct the activities of assigned work projects.
- Assess plant and component operations and conditions and make recommendations of limitations on operations.
- Prepare clear, concise, and accurate records and reports.
- Establish and maintain cooperative working relationships with other utilities and contractors.
- Determine courses of action for emergencies in the hydro systems and associated water facilities.
- Estimate cost, time, equipment, and material required for projects.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/ Training:

At least a high school diploma or general equivalency degree and the ability to communicate clearly verbally and in writing with American English are required.

Experience:

Minimum of Ten (10) years of journey level work in the operation and servicing of hydroelectric generating plants, at least two (2) years of providing work direction to other staff.

Working knowledge of standards and principals associated with sound operation and maintenance of hydroelectric project.

Other Requirements:

Possession of an appropriate valid and current California Driver's license required to meet the performance requirements of the position. Proof of eligibility to work in the United States.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed both in office and outdoor environments; exposure to varying temperatures; exposure to smoke, gasses, dust, and chemicals; tunnels, uneven terrain, heights, and working around high voltage electrical equipment and moving machinery; regular contact with staff and the public.

Physical:

Frequently stand, sit, or walk on steep and uneven surfaces; stoop, kneel, bend to pick up or move objects; physical ability to lift and carry objects weighing up to 50 pounds; normal manual dexterity and hand-eye coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment such as personal computers and applicable software platforms, copy machines, radios, and ability to drive vehicles over rough roads for extended periods of time.



Tri-Dam Project Maintenance Supervisor

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general direction of the General Manager: plan, assign and supervise the work of staff in the skilled maintenance and repair of the Tri-Dam Project, power plants, dams, canals, roads, micro-wave and radio sites, and related facilities; to supervise staff in the skilled maintenance and repair work of water and/or irrigation systems, pumps, and associated equipment; and related work as required.

This is a supervisory level, exempt classification with functional and procedural responsibility for the maintenance of hydroelectric plants on a 24 hour a day, seven day per week basis in accordance with Project needs. Duties of this classification include responsibility for responding to and managing emergencies or urgent matters after normal working hours or on holidays.

PERSONNEL CLASSIFICATIONS DIRECTLY SUPERVISED

Crew Lead, Lead Technician, Technician, Technician Journeyman, Journeyman Electrician, Electrician, Electrical Machinist, Hydro Mechanic, Equipment Operator, Mechanic, Welder, and Laborer, and may provide direction for temporary work staff as well.

REPRESENTATIVE DUTIES

- Supervise a staff of maintenance personnel to safely operate and maintain hydroelectric plants, dams, and related facilities.
- Lead Project personnel in establishing and maintaining a safe work environment and complying with Cal/OSHA regulations.
- Plan, schedule, assign, and supervise the work of maintenance staff, providing instructions and technical oversight.
- Assist in the identification of maintenance and operational issues and recommend solutions.
- Consult with the General Manager in planning and managing projects.
- Estimate and order equipment and materials for assigned projects.
- Supervise the testing and repair of various electrical circuits, breakers, controllers, meters, transformers, microwave, and SCADA system panel boards and relaying.
- Oversee the repair and maintenance of generators, turbines, governors, valves, wicket gates, pumps, cooling water systems, and auxiliary plant equipment.
- Completes and maintains a variety of records and reports.
- Other duties as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or expected to be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operation, maintenance, and surveillance of hydroelectric turbines, generators, gates, valves, and auxiliary equipment.
- Methods, materials, tools, and equipment used in maintenance work.
- Applicable provisions of electrical code.
- Operation and routine maintenance of construction equipment including loaders, graders, trucks, and other heavy equipment.
- Operating test-equipment and basic servicing of generators, and related control equipment;
- Principles of electricity, electronics, circuitry, and radio and microwaves;
- Methods, materials, tools, and equipment used in radio communication equipment installation, repair and maintenance including two-way radio and microwave, SCADA systems, electronic surveillance equipment, fiber optic systems and protective type circuitry and devices.
- Principles and techniques of supervision, including planning, scheduling, and assigning work, performance appraisals, employee counseling, discipline, and training.
- Safe work practices around hazardous equipment.

Ability to:

- Train, supervise, and plan work for a highly skilled staff in the maintenance of hydroelectric plant generators, water systems and conveyance facilities, and cooling water systems.
- Establish work priorities and direct the activities of assigned work projects.
- Prepare clear, concise, and accurate records and reports.
- Establish and maintain cooperative working relationships with other utilities and contractors.
- Perform work in stressful and/or emergency situations.
- Estimate cost, time, equipment, and material required for projects.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/ Training:

At least a high school diploma or general equivalency degree and the ability to communicate clearly verbally and in writing with American English are required.

Experience:

Five (5) years of experience in performing skilled maintenance work at a hydro project, which includes two (2) years of providing work direction to other staff. Must have a

working knowledge of high voltage electrical equipment, electrical control and communication equipment, maintenance of major mechanical equipment, as well as an understanding of basic physics of water, electricity, and mechanical power.

Other Requirements:

Possession of an appropriate valid and current California Driver's license required to meet the performance requirements of the position. Proof of eligibility to work in the United States.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed both in office and outdoor environments; exposure to varying temperatures; exposure to smoke, gasses, dust, and chemicals; tunnels, uneven terrain, heights, and working around high voltage electrical equipment and moving machinery; regular contact with staff and the public.

Physical:

Frequently stand, sit, or walk on steep and uneven surfaces; stoop, kneel, bend to pick up or move objects; physical ability to lift and carry objects weighing up to 50 pounds; normal manual dexterity and hand-eye coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment such as personal computers and applicable software platforms, copy and facsimile machines, radios, and ability to drive vehicles over rough roads for extended periods of time.

This item will be hand carried.

GENERAL MANAGER BOARD REPORT
Summer Nicotero
May 17, 2023

1. Our insurance broker, Allied, and a Zurich representative toured our facilities at the end of April to update our business interruption and property damage policy. The tours went well as we await their final report prior to renewal in August.
2. Allied Insurance has been working diligently to renew all our current policies and, although I don't have anything in writing at the time of this update, the expectation of a 15% increase over last year is expected across all policies.
3. Staff is moving forward with the rock slide project and will be bidding the work with the support of Provost and Pritchard. In addition, we will be adding some additional road failures on Donnells access road as a result of the January storms. Staff met with the Forest Service last week to assess the damage and agree on a plan to repair. We will put together a project plan and proceed with that work separate from the rock slide work. All work will be completed according to Federal guidelines to ensure FEMA reimbursement as well as CalOES support.
4. We are preparing for our Cyber audit in August, working with Archer Consulting to identify any gaps in our processes or policies. We will be focusing heavily on the documentation request, due to NERC at the end of July.
5. We received numerous responses from FERC regarding recent filings. We are working to complete the information requests included in these responses and anticipate all items to be cleared by the end of May.
6. We completed the in-person annual financial audit in early May. The closing entries are completed and we anticipate the final report will be presented at our June or July meeting, depending on the Auditor's timeline. Despite the numerous setbacks last year, Sharon was able to create lead sheets, reconcile accounts, and enter months of missing journal entries, bringing our financials into compliance. Genna, Shelley, and Vera were very helpful in assisting throughout the audit while also responding to daily work responsibilities. Overall the audit went very smooth and I am grateful for all the support. As a result of all the hard work, we will not be receiving a management letter this year.

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT
May 17, 2023

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	58,935	45,991
Beardsley	80,661	2,238
Tulloch	59,681	3,261
New Melones	1,513,509	120,097

Outages:

Plant	Dates	Duration	Cause
No plant outages to report.			

Operations Report:

New Melones Inflows:

Total inflows for water year 22/23 as of April 31: 1,156,351 A/F.

District Usage:

Total District usage for the water year 22/23 as of April 31: 70,737 A/F.

Precipitation:

Total precipitation for the month of April: .22 inches.

Other Activities:

1. Conducted the Beardsley dam, spillway and afterbay dam inspections with DSOD.
2. Provided a tour of Tulloch dam and powerhouse for 4th graders.
3. Daily checks all powerhouses.
4. Hired two Powerplant Operators and began initial training.
5. Continued irrigation for the districts.
6. Lowered Donnells and Beardsley spill gates for spill season.

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT
May 17, 2023

MAINTENANCE:

Donnells:

1. Equipment in service.
2. On April 12th, flew a helicopter to Donnells Dam to restore communications and evaluate the site.
3. April 28th, we lowered 3 of 5 spill gates leaving 2 open to free spill as needed.
4. Mounted transfer switch to Donnells Valve House.
5. Located fault in conduit and repaired to Donnells Valve House.

Beardsley:

1. Equipment in service.
2. April 4th, lowered 2 of the 4 spill gates leaving 2 open to free spill as needed.
3. On April 6th, we removed the Beardsley Spillway Bridge to protect it from expected high runoffs.

Sandbar:

1. Equipment in service.
2. Due to all the rain and snow, a portion of Sandbar Road, just before the PG&E fish screen, is sliding down the hillside. PG&E engineers have assessed the road. They will be installing gabion baskets to shore up the road and it will be out of service for two to three weeks.
3. Installed new flow meter.

Tulloch:

1. Equipment in service.
2. Modified the Munson boat to allow for the safer deployment of buoys.

Goodwin:

1. Equipment in service.

Division:

1. Equipment in service.

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	0.42	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	15.48	0.00	0.00	0.00	62.04 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.15	5.88	3.38	1.87	0.62	38.83
2021-22 +/-	(0.15)	0.08	1.53	(2.21)	(0.87)	6.47	15.11	(0.72)	9.60	(3.38)	(1.87)	(0.62)	23.21

ANNUAL AVERAGE **38.83**

INCHES +/- ANNUAL AVERAGE **23.21**

Updated as of 9-May-23

PERCENT OF ANNUAL AVERAGE **160%**

May 2, 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	8.080	842,906	632,179	590,034	547,889	505,743	463,598	421,453
SO. FORK	67	42,880	8.080	346,470	259,853	242,529	225,206	207,882	190,559	173,235
MIDDLE FORK AT DONNELLS	230	147,200	8.080	1,189,376	892,032	832,563	773,094	713,626	654,157	594,688
MIDDLE FORK AT BEARDSLEY	309	197,760	8.080	1,597,901	1,198,426	1,118,531	1,038,636	958,740	878,845	798,950
TOTAL		344,960		2,787,277	2,090,458	1,951,094	1,811,730	1,672,366	1,533,002	1,393,638
MELONES DRAINAGE AREA	904	578,560					MELONES INFLOW TO DATE	1,156,351	May 2, 2023	
							PROJECTED SNOW RUNOFF (65% RECOVERY)	1,811,730	Projected April to July runoff	
STORAGE ON MAY 1, 2023	MAX STOR	DIFFERNCE					UPSTREAM STORAGE RETENTION	50,000		
NEW MELONES	1,513,509	2,419,523	(906,014)				PROJECTED MELONES INFLOW	<u>2,918,081</u>		
DONNELLS	58,935	64,325	(5,390)							
BEARDSLEY	80,660	97,802	(17,142)							
NEW SPICER	70,735	189,000	(118,265)							
TOTAL	210,330	351,127	(140,797)							

REGULATORY AFFAIRS BOARD REPORT

Susan Larson

May 17, 2023

FERC Compliance

- Hells Half Acre Road. The USFS has notified Tri-Dam that the project can proceed while awaiting SHPO approval. Tri-Dam is awaiting the official “Decision Memo” from the USFS formally approving all aspects of the project and authorizing construction of the roadway improvements. The next step will be to have P&P prepare the bidding documents, and to prepare, for construction in the summer/early fall of 2023.
- Tulloch 5 Year invasive species update. The aquatic invasive species mapping had to be updated, as that not been done in past years. The report and map will be circulated to agencies for a 30-day review as required by license requirements. Filing date with FERC is June 27, 2023.
- Tulloch Day Use Site. Calaveras County Public Works approved the updated encroachment on May 1, 2023. The final letter from Project Engineer Joe Murphy was submitted to the County Public Works Department on May 4, 2023 confirming project conformance with the engineering design provisions. Calaveras Planning and Building officials performed the final inspection on May 2, 2023 along with the Copperopolis Fire Chief. All confirmed that the project met requirements for final inspection approval. As soon as the official Certificate of Occupancy documents are received, staff will record the Notice of Completion with the County. Staff is also working to ensure that a landscaping and janitorial service is in place as quickly as possible. Tri-Dam staff will also be performing operational checks, along with the contractor, K W Emerson to ensure that the gates and restrooms are correctly timed for dawn to dusk operations, as we prepare to be fully open by the end of May for the Memorial Day weekend.
- Tulloch Spillway Road. Following the Board meeting in March, Tri-Dam and Provost & Pritchard participated in a conference call with the Bureau of Reclamation, to discuss maximum flows scenarios for releases from New Melones so that design parameters can be finalized. The proposal for future phases is on today’s meeting, as previously noted.
- Part 12D Reports. Following receipt of comments by FERC staff, Tri-Dam has prepared an updated filing for submittal to FERC.
- Beardsley Non-Capacity Amendment. Following receipt of comments by FERC staff, Tri-Dam is addressing their comments, and will submit an updated filing.

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.
- Interviews for the Natural Resources intern were performed. A candidate was selected and will begin work in June 2023.



Tri-Dam Project Generation & Revenue Report 2023

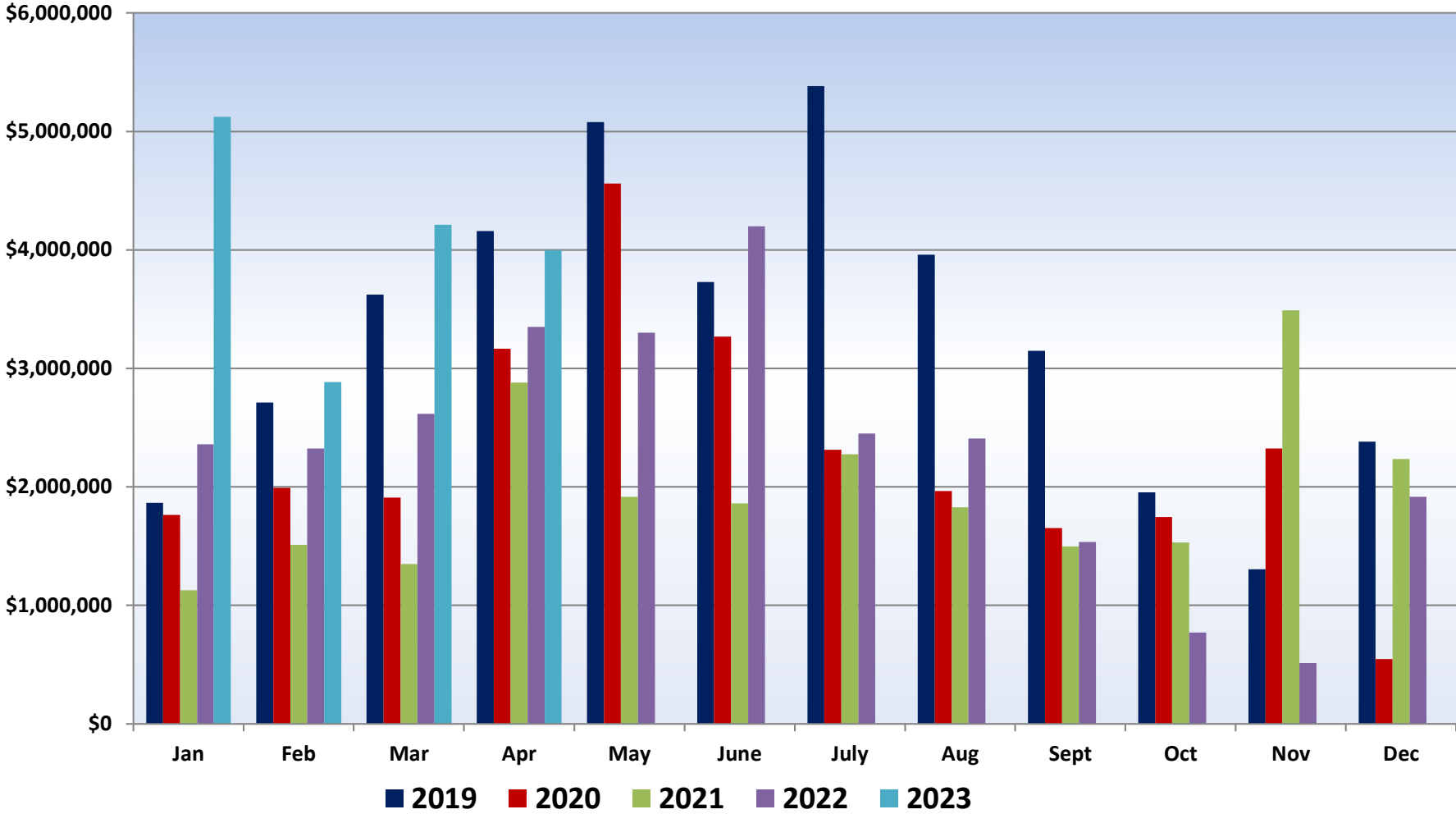
	Donnells				Beardsley			Tulloch			Project Total		
	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue
JAN	17,389,989	50,302,120	-	\$4,024,170	3,150,048	8,075,579	\$646,046	4,271,885	5,667,702	\$453,416	24,811,922	64,045,400	\$5,123,632
FEB	17,229,608	26,972,429	-	\$2,157,794	2,927,753	7,428,960	\$594,317	5,024,913	1,668,267	\$133,461	25,182,274	36,069,657	\$2,885,573
MAR	23,070,659	34,546,717	-	\$2,763,737	3,584,274	8,181,638	\$654,531	7,580,691	9,910,971	\$792,878	34,235,623	52,639,326	\$4,211,146
APR	31,686,865	27,387,689	-	\$2,191,015	4,717,464	8,113,601	\$649,088	10,811,027	14,474,823	\$1,157,986	47,215,356	49,976,113	\$3,998,089
MAY	41,216,149	-	-	\$0	5,799,593	-	\$0	12,131,040	-	\$0	59,146,782	-	\$0
JUN	42,555,036	-	-	\$0	6,336,073	-	\$0	12,084,818	-	\$0	60,975,928	-	\$0
JUL	36,444,466	-	-	\$0	6,629,514	-	\$0	12,609,174	-	\$0	55,683,154	-	\$0
AUG	27,568,740	-	-	\$0	6,269,748	-	\$0	11,868,293	-	\$0	45,706,781	-	\$0
SEP	20,111,167	-	-	\$0	5,223,523	-	\$0	8,577,620	-	\$0	33,912,310	-	\$0
OCT	12,743,535	-	-	\$0	3,752,220	-	\$0	4,664,124	-	\$0	21,159,879	-	\$0
NOV	12,042,987	-	-	\$0	2,794,775	-	\$0	2,487,256	-	\$0	17,325,019	-	\$0
DEC	14,354,891	-	-	\$0	3,713,920	-	\$0	3,288,702	-	\$0	21,357,513	-	\$0
Total	296,414,092	139,208,955	-	\$11,136,716	54,898,907	31,799,778	\$2,543,982	95,399,542	31,721,763	\$2,537,741	446,712,540	202,730,495	\$16,218,440

Note: Price per MWh is \$80.00

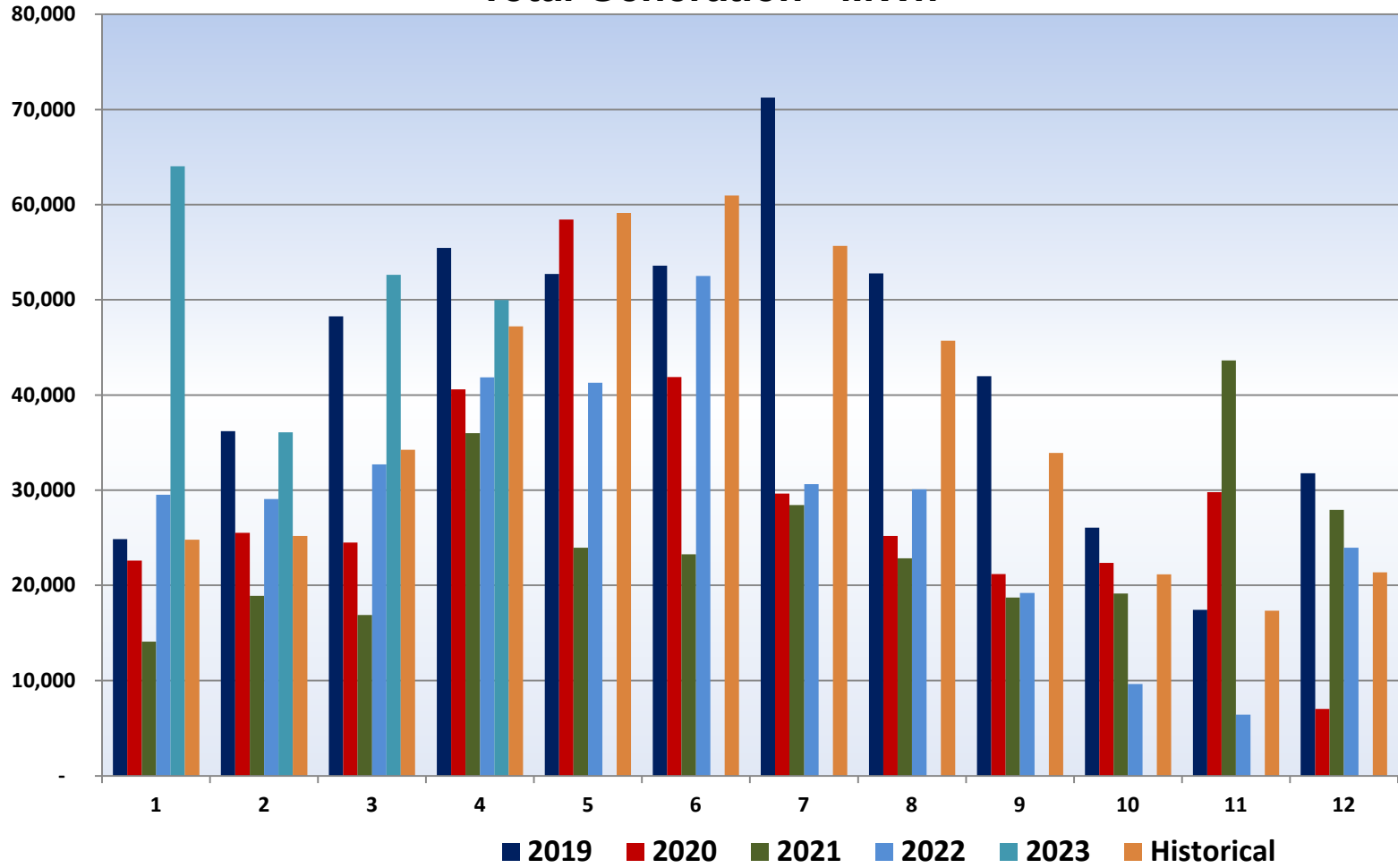
Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,625,894	\$930,072	\$0	\$930,072
FEB	3,946,606	10,595,708	\$847,657	\$0	\$847,657
MAR	5,290,014	11,889,429	\$951,154	\$0	\$951,154
APR	6,873,822	10,211,311	\$816,905	\$0	\$816,905
MAY	8,065,189	-	\$0	\$0	\$0
JUN	8,750,023	-	\$0	\$0	\$0
JUL	9,133,101	-	\$0	\$0	\$0
AUG	8,560,581	-	\$0	\$0	\$0
SEP	6,928,285	-	\$0	\$0	\$0
OCT	4,898,944	-	\$0	\$0	\$0
NOV	2,947,604	-	\$0	\$0	\$0
DEC	5,554,123	-	\$0	\$0	\$0
Total	75,611,948	44,322,342	\$3,545,787	\$0	\$3,545,787

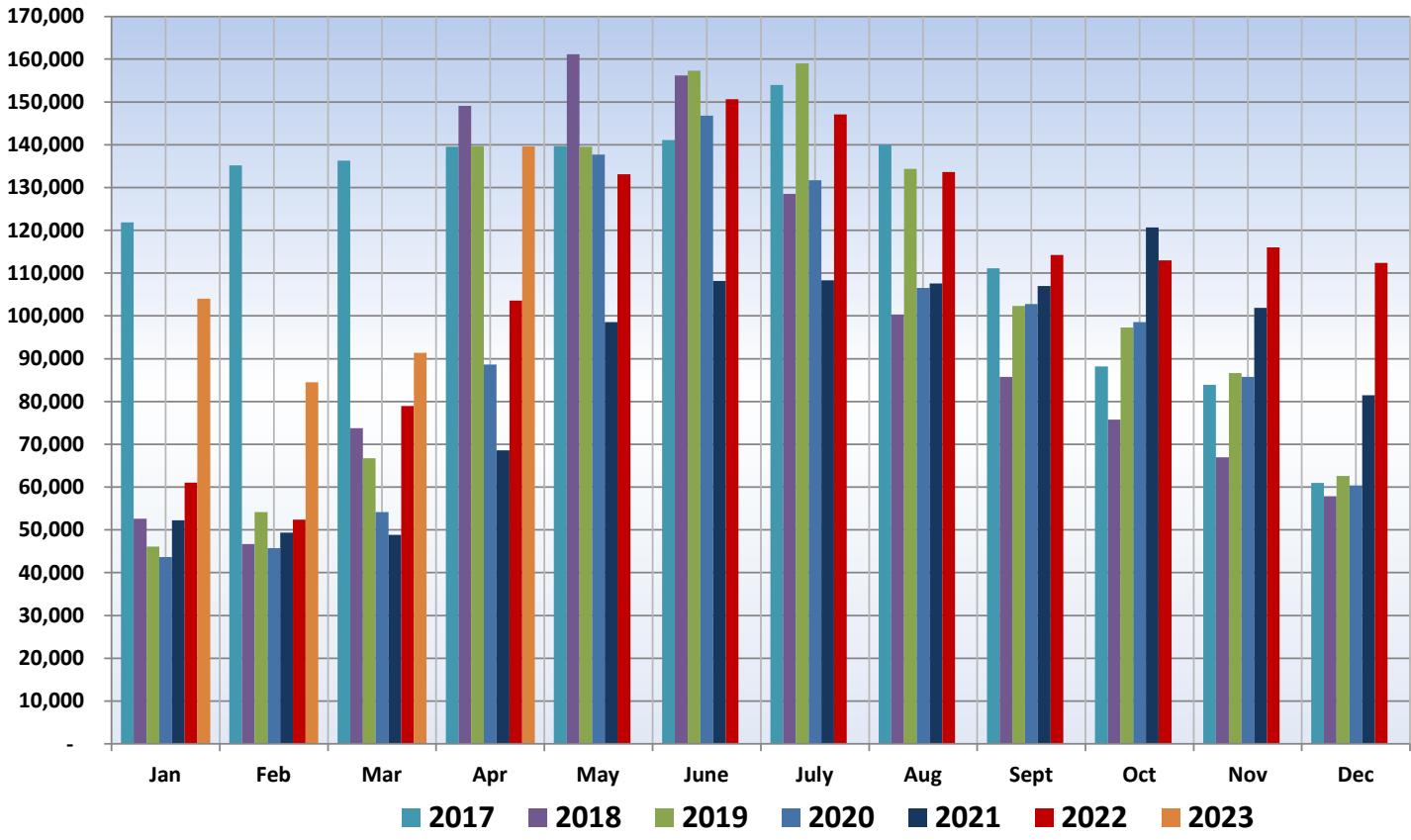
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnellis & Beardsley



WESTERN PRICE SURVEY

[7] Warmer Temperatures Soften Western Energy Demand, Dampen Values

Western energy prices moved lower in April 27 to May 4 trading, the result of softer demand with warmer-than-normal weather throughout the region.

Most regional natural gas prices dropped below the benchmark Henry Hub price on May 3, according to the U.S. Energy Information Administration. Hubs generally lost between 42 cents and as much as \$3.40 in April 27 to May 4 trading. SoCal CityGate lost the most value, falling by \$3.40 to \$1.75/MMBtu. PG&E CityGate gas was the exception, adding 15 cents to reach \$4.19/MMBtu, which was the highest regional natural gas price.

“Prices at PG&E Citygate remain elevated relative to prices at other regional hubs due to two major maintenance events on PG&E pipelines that bring natural gas into the consumption area,” the EIA said. “Both the Redwood path, delivering natural gas from the north, and the Baja path, delivering natural gas from the southwest, are undergoing maintenance that has reduced system deliverability by close to 0.8 Bcf/d.”

Sumas gas values, the EIA noted, fell to \$1.35/MMBtu May 3—the lowest price recorded since July 2, 2020, when the hub price was \$1.28/MMBtu. The hub slipped to \$1.28/MMBtu May 4—a 63-cent drop in April 27 to May 4 trading.

Pacific Northwest gas demand dropped 0.5 Bcf per day, or 28 percent, in the EIA’s Wednesday-to-Wednesday report week. Residential and commercial demand plummeted by 50 percent due to higher-than-average regional temperatures.

Total natural gas use in the West fell by 1.2 Bcfd, or 10 percent, between April 26 and May 3, the EIA said.

National working natural gas in storage was 2,063 Bcf as of April 28, according to the EIA. This is a net increase of 54 Bcf compared with the previous week.

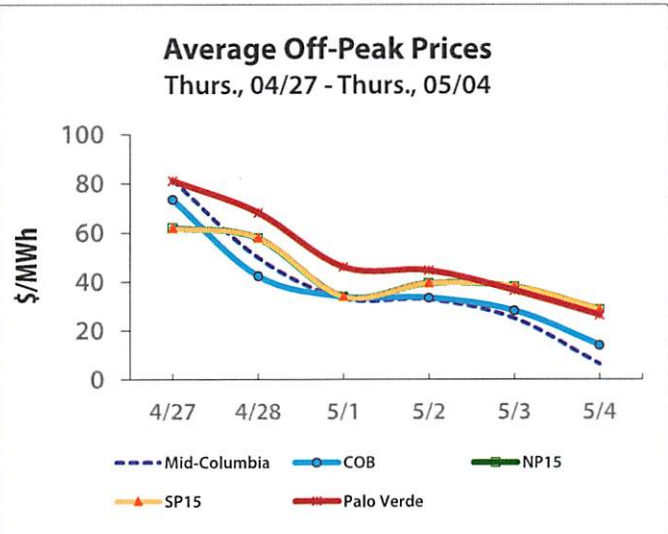
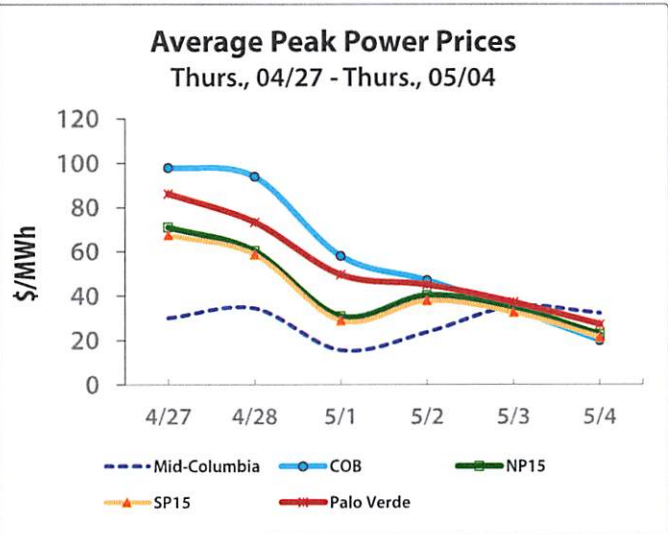
California Independent System Operator demand was 29,062 MW April 28, which should be the week’s high. Between May 1 and May 4, demand hovered slightly above 26,000 MW.

Western daytime power values generally plunged, losing between \$46 and \$78 in trading. California-Oregon Border daytime power lost the most value, dropping \$78 to \$20/MWh by May 4; however, Mid-Columbia peak power ticked up \$2.15 in trading to \$32.05/MWh.

Off-peak power values followed suit, moving down by between \$33.25 and \$75.35 in trading. Mid-C nighttime power lost the most value, down \$75.35 to \$6.15/MWh, which was also the lowest regional nighttime price.

In April, the average high peak price at Henry Hub was \$2.23/MMBtu, \$5.33 less than in 2022 (see “Price Trends,” next page). Western natural gas hub values dropped by between 13 cents and \$5.25 year over year. SoCal Border gas lost the most value, down \$3.23 to \$5.40/MMBtu.

Average Western peak power prices for April varied. COB added the most year over year, up \$22.50 to \$137.50/MWh. Mid-C daytime power dropped the most value, down \$53.15 from \$93.30/MWh in 2022 to \$40.15/MWh this year. **—Linda Dailey Paulson**



Average Natural Gas Prices (\$/MMBtu)

	Thurs. 04/27	Tues. 05/02	Thurs. 05/04
Henry Hub	2.17	2.11	1.94
Sumas	1.91	1.88	1.28
Alberta	2.30	2.13	1.84
Malin	2.20	2.00	1.60
Opal/Kern	2.13	2.16	1.66
Stanfield	2.07	1.95	1.54
PG&E CityGate	4.04	4.83	4.19
SoCal Border	2.24	2.37	1.62
SoCal CityGate	5.15	4.03	1.75
EP-Permian	1.62	1.45	1.15
EP-San Juan	1.89	1.97	1.47

Power/gas prices courtesy Enerfax

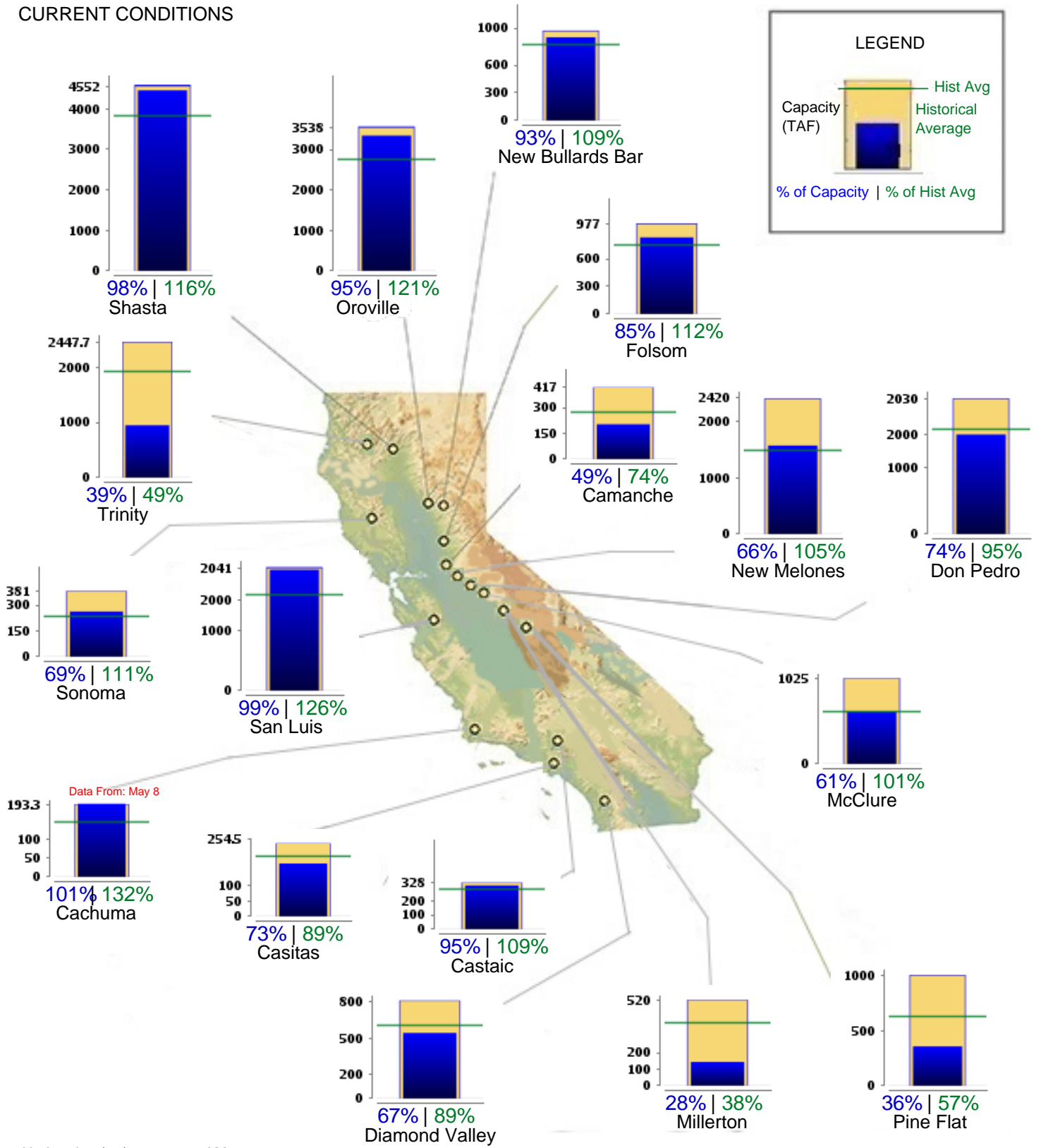


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - May 9, 2023

CURRENT CONDITIONS





1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

May 8, 2023

Tri Dam Project
Summer Nicotero
P.O. Box 1158
Pinecrest, CA 95364

Re: April 2023 Invoices

Dear Miss Nicotero:

Enclosed are invoices for consulting services provided by FISHBIO during April. Services provided for each project are summarized below.

Oakdale RST Monitoring

Rotary screw trap monitoring continued during April to estimate the abundance of juvenile Chinook salmon entering the predator study reach as available prey. More information regarding operations and catches at Oakdale is available in the enclosed San Joaquin Basin Field Report.

Non-Native Investigation/ Predator Study

The third of five planned sampling events was completed in early April. Sampling could not be conducted in the lowermost sites downstream of Caswell as the San Joaquin River is backed up into the Stanislaus posing risk to levees. The lowermost few miles of the river have been closed to boat traffic to protect the levees. The next sampling event will occur in mid-May. More information regarding sampling during April is available in the enclosed San Joaquin Basin Field Report.

Stock-recruit Analysis

During April additional fish and environmental data was compiled and provided to Dr. Korman for developing the stock-recruit models. The effort was initiated with updating and fitting the Oakdale model first and Dr. Korman provided preliminary results in late April for review and discussion.

Budget Summary

2023	<i>RST Monitoring</i>	<i>Non-natives</i>	<i>O. mykiss Census</i>	<i>Stock-recruit</i>
<i>Jan</i>	\$ 18,005.00	\$ 25,460.00	\$ -	\$ 2,182.50
<i>Feb</i>	\$ 23,655.85	\$ 67,771.62	\$ -	\$ 2,712.50
<i>Mar</i>	\$ 16,625.93	\$ 69,349.50	\$ -	\$ 1,360.00
<i>Apr</i>	\$ 16,800.77	\$ 36,640.42	\$ -	\$ 4,015.00
TOTAL	\$ 75,087.55	\$ 199,221.54	\$ -	\$ 10,270.00
<i>Estimated 2023</i>	\$ 90,000.00	\$ 450,000.00	\$ 60,000.00	\$ 165,000.00
<i>Remaining</i>	\$ 14,912.45	\$ 250,778.46	\$ 60,000.00	\$ 154,730.00

Sincerely,

Andrea Fuller

SJB April Field Report

Juvenile Outmigration Monitoring

The Calaveras River rotary screw trap (RST) operated 18 out of 30 days during April. A total of 11 young-of-the-year (YOY; <100 mm), 42 Age 1+ (100-299 mm) and one adult (>299 mm) *O. mykiss* were captured during the month, increasing the combined season total to 960 (Figure 1). A total of 406 fish have been implanted with Passive Integrated Transponder (PIT) tags this season.

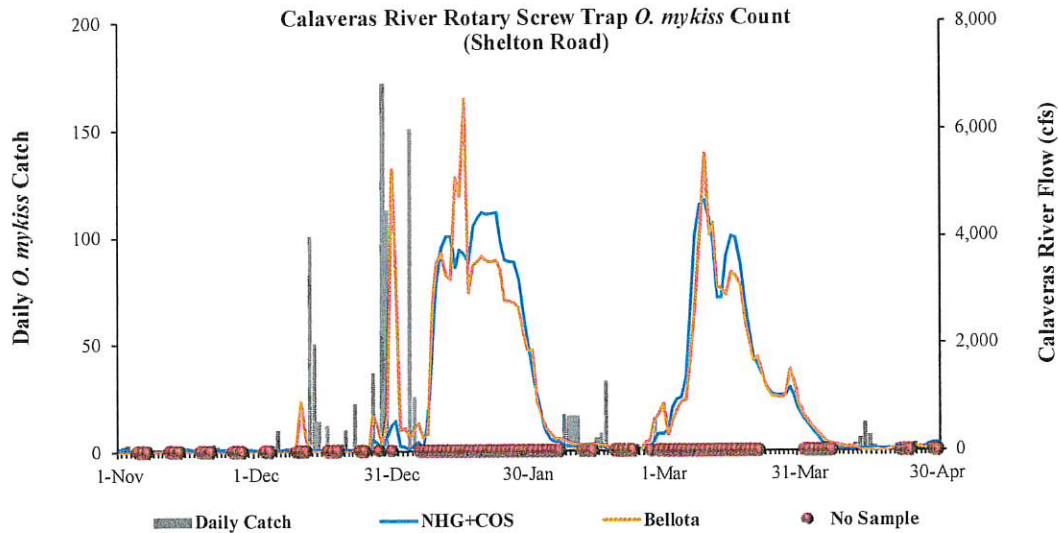


Figure 1. Daily *O. mykiss* and catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) and Bellota (MRS).

The Stanislaus River RST at Oakdale (RM 40) operated 22 out of 30 days during April. A total of 712 juvenile Chinook salmon were captured during the month, increasing the season total to 54,274 (Figure 2). Daily Chinook catch during the month ranged from seven to 155 fish. Releases from Goodwin Dam were approximately 1,500 cfs throughout the month except during a brief three-day period mid-month when flow was decreased to allow for some in-river work. There was not a defined “spring pulse flow” this season as flows have been at or near 1,500 cfs since mid-March.

The Stanislaus River RST at Caswell (RM 9) operated continuously during April. A total of 178 juvenile Chinook salmon were captured, increasing the season total to 1,973 (Figure 3). Daily Chinook catch during the month ranged from one to 14.

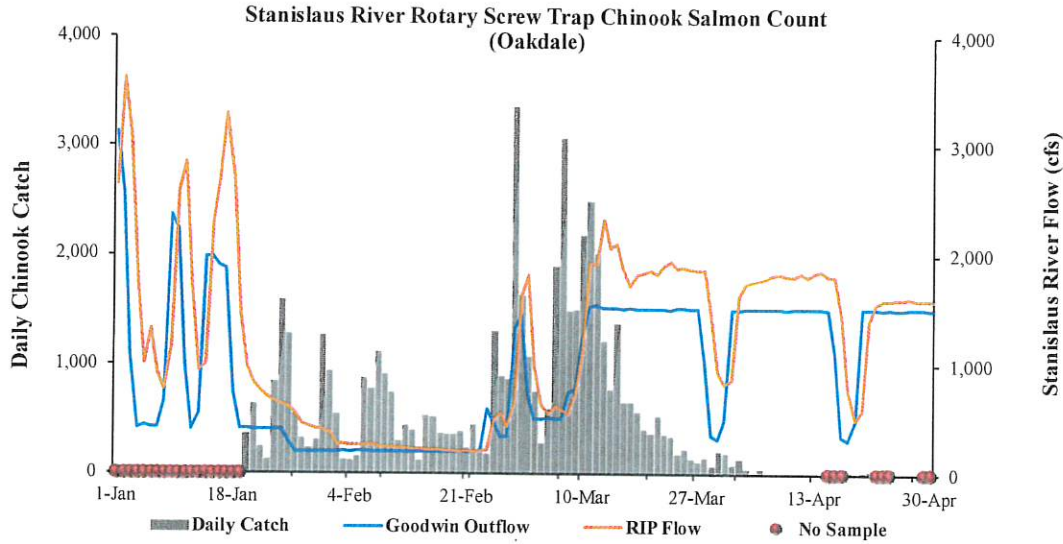


Figure 2. Daily Chinook salmon catch at the Stanislaus River rotary screw trap at Oakdale and Stanislaus River flow at Goodwin Dam (GDW) and Orange Blossom Bridge (OBB).

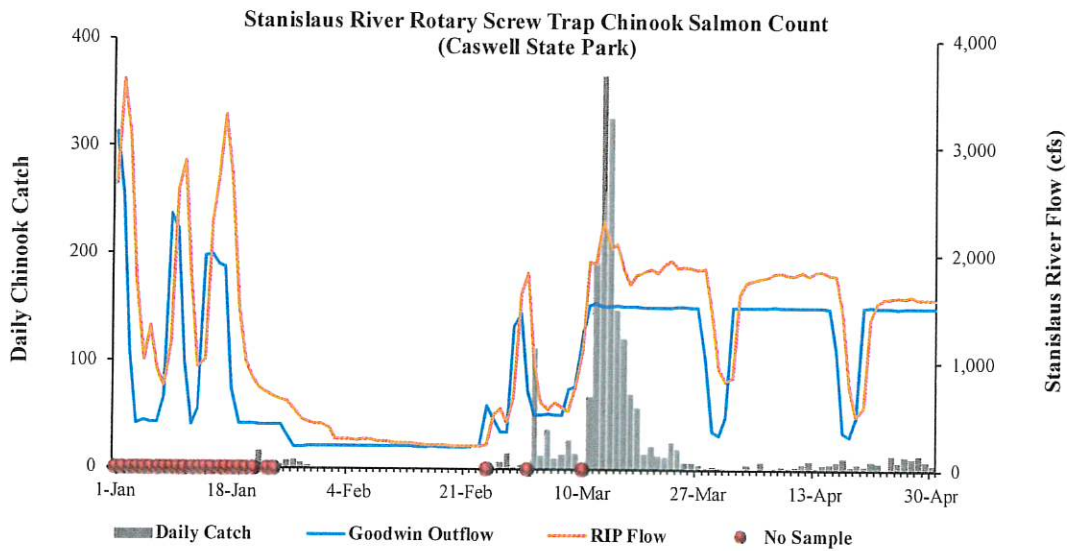


Figure 3. Daily Chinook salmon catch at the Stanislaus River rotary screw trap at Caswell and Stanislaus River flow at Goodwin Dam (GDW) and Ripon (RIP).

The Tuolumne River RST at Waterford (RM 34) operated 28 out of 30 days during the month of April. A total of seven juvenile Chinook salmon were captured during April, increasing the season total to 3,335 (Figure 4). Daily Chinook catch was low throughout the month and ranged from zero to one fish. Releases from La Grange Dam were high and ranged from 8,800 cfs to 9,810 cfs as inflow into Don Pedro Reservoir continues to be high from the record amount of precipitation in the basin.

The Tuolumne River RST at Grayson (RM 5) operated 28 out of 30 days during the month of April. A total of seven juvenile Chinook salmon were captured during April, increasing the season total to

237 (Figure 5). Daily Chinook catch was low throughout the month and ranged from zero to one fish. Flow recorded at Modesto during April was high and ranged from 10,100 cfs to 10,700 cfs as releases from New Don Pedro Dam continue to be high in order to evacuate water from the reservoir to allow for snowmelt from the record setting season.

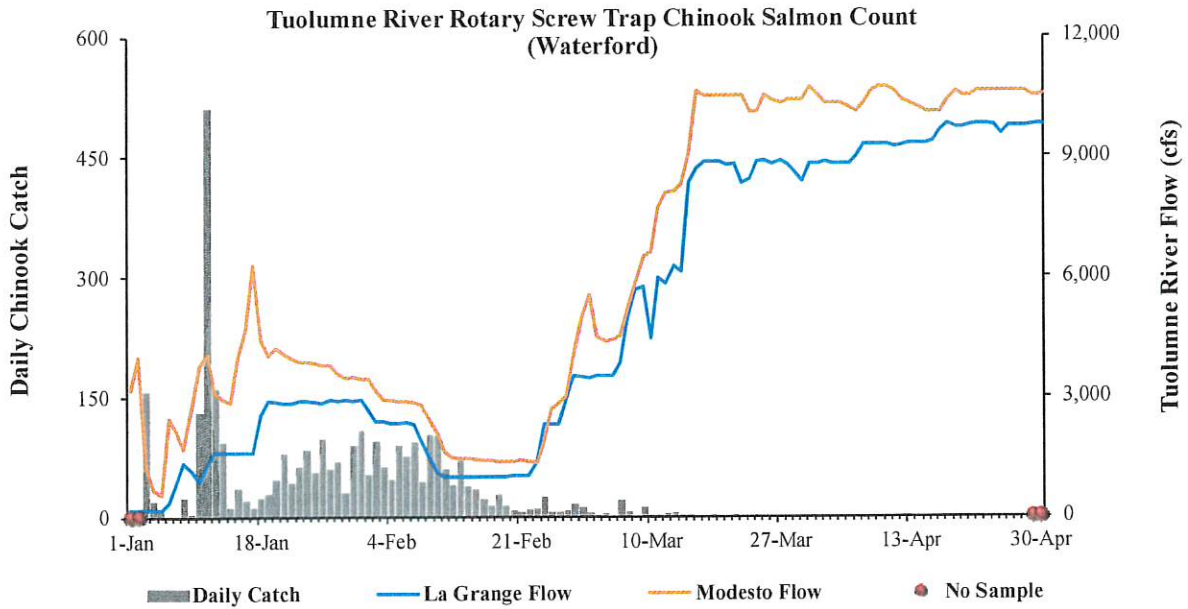


Figure 4. Daily Chinook salmon catch at the Tuolumne River rotary screw trap at Waterford and Tuolumne River flow at La Grange Dam (LGN) and Modesto (MOD).

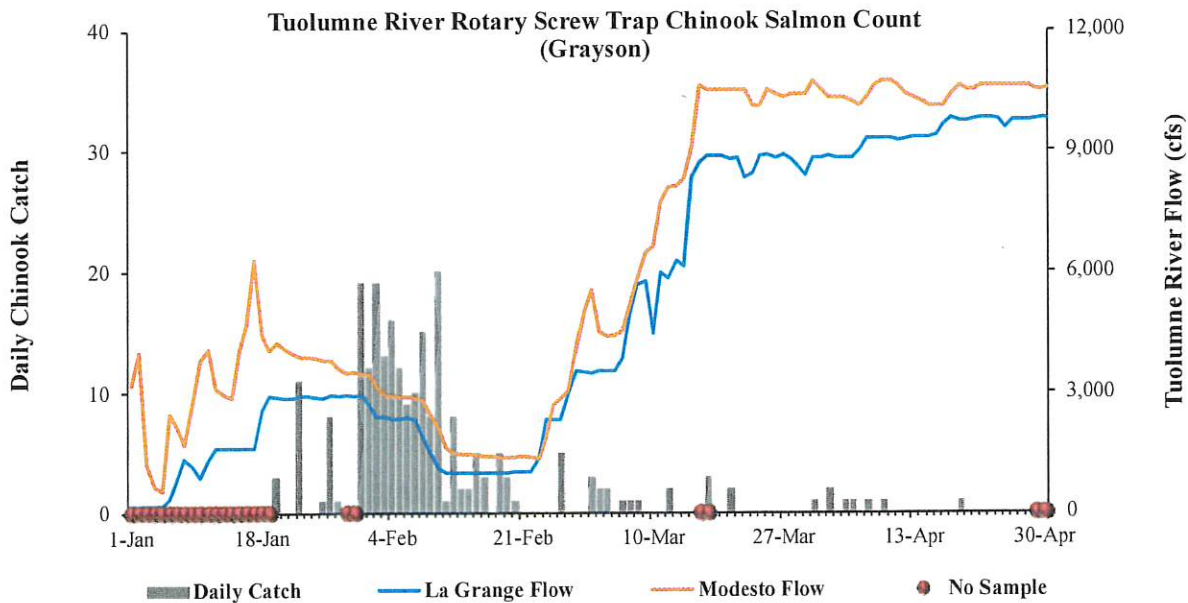


Figure 5. Daily Chinook salmon catch at the Tuolumne River rotary screw trap at Grayson and Tuolumne River flow at La Grange Dam (LGN) and Modesto (MOD).

Native Fish Plan

The third sampling event was conducted over four days between April 3-6 using two jet boats. Only 31 units were sampled during the April sampling event (62 total site visits). Eight sites below Caswell were not sampled due to river closure from flow backing up from the San Joaquin. Flow during the April sampling events was approximately 1,500 cfs. A combination of higher flows, lower water temperatures and fewer site visits (62 visits vs 78 visits) resulted in lower total catch for the sampling event compared to the previous month and during the same month in past years. A total of 117 target predatory fishes were captured during the four-day event. Of these, native minnow (Sacramento pikeminnow and hardhead) made up 43% (53 fish) of the target catch, 37 were black bass (32%), and 10 were striped bass (9%; Figure 6). Sunfish (redeer and bluegill), prickly sculpin and white catfish accounted for the remainder of the target catch species (n=17). A total of 90 predatory fish were marked with a PIT tag during April. Thirteen fish were recaptured during April sampling, all of which were from tagging efforts between 2019-2022. Consistent with other sampling events and years, black bass made up the majority of the recaptures (n=9). Diet items were collected from 42 of the 82 individual predators sampled and we observed at least one juvenile Chinook in the samples.

The fourth sampling event is scheduled to occur May 9-12 using two jet boats and we anticipate that a fifth sampling event will occur in June, as temperature is not likely to be a factor with high flows.



Figure 6. Striped bas (43 inches) captured in the Stanislaus River NFP electrofishing survey.

Delta E-fishing

Nine sites were sampled in the Grant Line and Old River regions of the South Delta in April. Sampling was not conducted in the San Joaquin River due to high flows and river closures. A total of 100 target predators were captured during the sampling event including 95 largemouth bass, four striped bass, and one white catfish. A total of 85 target fish were PIT tagged, 41 out of the 58 fish sampled had diets collected, and eight previously PIT-tagged largemouth bass were recaptured.

TRI-DAM

POWER

AUTHORITY

SPECIAL BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
MAY 17, 2023
Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 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 FRIDAY, MAY 12, 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 mballinger@oakdaleirrigation.com by 4:30 p.m., Tuesday, May 16, 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) 847-0341, 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 April 20, 2023.
2. Approve the April statement of obligations.

ACTION CALENDAR

ITEMS 3 - 4

3. Discussion and possible action to adopt Resolution TDPA 2023-06 for Designation of Bank Account Signatories on the California Local Agency Investment Fund (LAIF) accounts.
4. Discussion and possible action to designate the date of one Tri-Dam Power Authority regular meeting in Strawberry.

ADJOURNMENT

ITEMS 5 - 6

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

BOARD AGENDA REPORT

Date: 5/17/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority April 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of April 20, 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**

April 20, 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 10:44 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
HERMAN DOORNENBAL
TOM ORVIS
BRAD DeBOER
LINDA SANTOS

JOHN HOLBROOK
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS
DAVID KAMPER

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; Vera Whittenburg, Finance Manager, Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Mia Brown, Counsel, SSJID.

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of March 16, 2023.

ITEM #2 Approve the March statement of obligations.

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

ACTION ITEMS

ITEM #3 Discussion and possible action to adopt Resolution TDPA 2023-05 Authorization for Maintenance of Deposit Accounts.

President Weststeyn presented Resolution TDP 2023-05 Authorizing Maintenance of Bank Deposit Accounts adding Finance Manager Vera Whittenburg.

Director Santos moved to approve as presented. Director Roos 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 Discussion and possible action to move the May Board meeting date.

Summer Nicotero suggested moving the May Board meeting to May 17, 2023 as a special meeting.

Commissioner Orvis moved to approve as presented. Commissioner Roos 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 Commissioner Comments

Directors thanked Chris Tuggle for his service and wished him well and welcomed Vera Whittenburg as the new Finance Manager.

ADJOURNMENT

President Spyksma adjourned the meeting at 11:01 a.m.

The next Board of Commissioners meeting is scheduled for May 17, 2023, at the offices of Oakdale Irrigation District immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

Tri-Dam Power Authority

Statement of Obligations

April 1, 2023 to April 30, 2023

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

Period Covered
April 1, 2023 to April 30, 2023

Total Obligations: **7** **checks** **in the amount of** **\$8,788.21**
(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

April Checks



Check	Vendor No	Vendor	Date	Description	Amount
208338	10289	Federal Energy Reg. Commission	04/07/2023	Annual Land Use Fees	2,532.37
208339	10320	General Supply Co.	04/07/2023		485.69
208340	10500	OID ~ Routine	04/07/2023	Admin / Finance Services	2,564.26
208341	11343	Tim O'Laughlin, PLC	04/07/2023	Legal Matters	1,170.00
208342	11333	C.J. Brown & Company, CPAs	04/19/2023	Audit Services	1,280.00
208343	10516	Pacific Gas & Electric Co.	04/21/2023		376.21
208344	10954	YSI Incorporated	04/21/2023		379.68
Report Total:					\$ 8,788.21

BOARD AGENDA REPORT

Date: 5/17/2023
Staff: Summer Nicotero

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION FOR DESIGNATION OF BANK ACCOUNT SIGNATORIES FOR THE TRI-DAM POWER AUTHORITY

RECOMMENDED ACTION: Approve Adoption of the Resolution for Designation of Bank Account Signatories for the Tri-Dam Power Authority on the California Local Agency Investment Fund (LAIF) accounts

BACKGROUND AND/OR HISTORY:

The attached resolution is submitted for authorization of a new signatories and reaffirming prior signatories for the California Local Agency Investment Fund (LAIF) account held by the Tri-Dam Power Authority.

LAIF requires specific language for changes in designation of bank account signatories, and therefore, is presented as a separate item.

The attached removes Scot A. Moody, General Manager for Oakdale Irrigation District, and Peter M. Rietkerk, General Manager for South San Joaquin Irrigation District and adds Summer Nicotero, General Manager, Tri-Dam Project and Vera Whittenburg, Finance Manager, Tri-Dam Project.

FISCAL IMPACT: None

ATTACHMENTS: Resolution TDPA 2023-06, Authorizing Investment of Monies in the Local Agency Investment Fund

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 AUTHORITY
Oakdale Irrigation District
South San Joaquin Irrigation District**

RESOLUTION NO. TDPA 2023-06

AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

AGENCY ADDRESS: 31885 Old Strawberry Road **AGENCY PHONE NUMBER:** 209-965-3996
Strawberry, CA 95375

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Commissioners hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Tri-Dam Project;

NOW THEREFORE, BE IT RESOLVED, that Commissioners hereby authorizes the deposit and withdrawal of the Tri-Dam Projects monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Oakdale Irrigation District, and South San Joaquin Irrigation District officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transaction contemplated hereby:

Summer Nicotero

(NAME)
General Manager/Secretary
Tri-Dam Project

(TITLE)

(SIGNATURE)

Vera Whittenburg

(NAME)
Finance Manager
Tri-Dam Project

(TITLE)

(SIGNATURE)

Sonya Williams

(NAME)
Finance and Administration Manager
South San Joaquin Irrigation District

(TITLE)

(SIGNATURE)

Sharon Cisneros

(NAME)
Chief Financial Officer
Oakdale Irrigation District

(TITLE)

(SIGNATURE)

Section 2. This resolution shall remain in full force and effect until rescinded by the Commissioners by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the joint Board of Directors of the Tri-Dam Project, Tuolumne County of the State of California on May 17, 2023.

OAKDALE IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

TRI-DAM POWER AUTHORITY

Glenn Spyksma, President

Summer Nicotero, Secretary

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file with the Tri-Dam Power Authority.

TRI-DAM POWER
AUTHORITY

Summer Nicotero
General Manager

BOARD AGENDA REPORT

Date: May 17, 2023
Staff: Genna Modrell

SUBJECT: Designate the date of one Tri-Dam Power Authority regular meeting in Strawberry.

RECOMMENDED ACTION: Discussion and possible action related to designating the date of one Tri-Dam Power Authority regular meeting in Strawberry.

BACKGROUND AND/OR HISTORY:

Each year we typically hold one Board meeting in Strawberry. This is authorized pursuant to Water Code 21377.5: which would permit Tri-Dam to conduct up to four regular board meetings annually at the Tri-Dam Project office located in Strawberry, California.

Listed below are upcoming meeting date options.

June 15, 2023

July 20, 2023

August 17, 2023

FISCAL IMPACT: None

ATTACHMENTS: None

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)