



**AGENDA MATERIALS**  
**TRI-DAM PROJECT**



**TRI-DAM POWER**  
**AUTHORITY**



**BOARD MEETING**

**November 16, 2023**

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**REGULAR BOARD MEETING  
AGENDA  
TRI-DAM PROJECT  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
NOVEMBER 16, 2023  
9:00 A.M.**

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

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A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)) ON MONDAY, NOVEMBER 13, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://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 [jhassell@oakdaleirrigation.com](mailto:jhassell@oakdaleirrigation.com) by 4:30 p.m., Wednesday, November 15, 2023.**

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5502, 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.

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**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**

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## **CONSENT CALENDAR**

## **ITEMS 1 - 3**

1. Approve the regular board meeting minutes of October 19, 2023.
  2. Approve the Financial Statements of the nine months ending September 30, 2023.
  3. Approve the October statement of obligations.
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## **ACTION CALENDAR**

## **ITEMS 4 - 12**

4. Discussion and possible action to approve holiday time off between Christmas and New Year's for all Tri-Dam employees.
  5. Discussion and possible action to approve the Associated California Water Agencies Annual 2024 Membership Dues.
  6. Discussion and possible action to extend the Independent Audit Services for years ending 2023 and 2024 - C.J. Brown & Company, CPAs.
  7. Discussion and possible action to approve the replacement and modernization of our Control Network infrastructure and to approve a capital budget adjustment.
  8. Discussion and possible action to approve TCG Technical Advisor for Tulloch Unit 1 and Unit 2 Turbine Guide Bearing inspection.
  9. Discussion and possible action to approve the replacement of the Tulloch powerhouse control room HVAC system and to approve a capital budget adjustment.
  10. Discussion and possible action to authorize General Manager to award a bid for trunnion pin replacement for spillway gate #1 at Beardsley and to approve a capital budget adjustment.
  11. Discussion and possible action to award contract for the Hells Half Acre Road Repair Project.
  12. Discussion and consideration of the claim submitted by Coren & Coren on behalf of Vera Whittenburg. *This item will be taken after closed session.*
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## **DISCUSSION**

## **ITEMS 13 - 15**

13. 2023 IBEW Incentive Program
  14. 2024 Draft Budget
  15. Canyon Tunnel Update
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## **COMMUNICATIONS**

## **ITEMS 16 – 19**

16. Staff reports as follows:
  - a. General Manager Report
  - b. Operations Report
  - c. Maintenance Report
  - d. Compliance Report
17. Generation Report

18. Fisheries studies on the Lower Stanislaus River

19. Directors' Comments

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## **CLOSED SESSION**

## **ITEM 20**

20. 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

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation  
Government Code §54956.9(d)(4)  
One (2) cases

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation  
Government Code §54956.9(d)(2)  
One (1) case

d. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Government Code §54656.8  
Property: Canyon Tunnel  
Agency Negotiator: SSJID General Manager  
Negotiating Parties: Mangante, Rancheria Del Rio Estanislau, LLC  
Under Negotiation: Price and Terms of Payment of Sale

e. PUBLIC EMPLOYMENT  
Government Code §54957(b)  
Represented and Unrepresented Employees

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## **ADJOURNMENT**

## **ITEM 21**

21. Adjourn to the next regularly scheduled meeting



# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Project October 2023 Minutes

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**RECOMMENDED ACTION:** Review and possible approval of October 19, 2023 Minutes

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**BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Draft minutes attached.

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**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**

October 19, 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  
LINDA SANTOS  
HERMAN DOORNENBAL  
BRAD DEBOER

GLENN SPYKSMA  
MIKE WESTSTEYN  
DAVID ROOS  
JOHN HOLBROOK

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Peter Rietkerk, General Manager, SSJID; Mia Brown, Counsel, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID; Sonya Williams, Finance and Administration Manager, SSJID

**PUBLIC COMMENT**

No public comment.

**CONSENT CALENDAR**

- ITEM #1 Approve the regular board meeting minutes of September 21, 2023.**
- ITEM #2 Approve the Financial Statements of the eight months ending August 31, 2023.**
- ITEM #3 Approve the September statement of obligations.**

Director DeBoer moved to approve items 1,2,3 as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**ACTION CALENDAR**

**ITEM #4 Discussion and possible action to authorize the General Manager to execute the Special District Risk Management Authority (SDRMA) 2023/2024 workers compensation coverage policy including Resolutions TDP 2023-09 and 2023-10.**

Director Tobias moved to approve as presented and with the condition the General Manager determine fiscal benefit regarding cancellation of the State Fund Insurance policy. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**ITEM #5 Discussion and possible action to authorize the General Manager to execute Professional Services Agreement with Liebert Cassidy Whitmore, a Labor Negotiator, for IBEW Contract Negotiations.**

Director Santos moved to approve Liebert Cassidy Whitmore as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**ITEM #6 Discussion and possible action regarding TDP 2023-11 Surplus Property.**

Director Holbrook moved to approve the surplus property and Resolution TDP 2023-11 and strike is not California Air Resource Board compliant portion. Director Santos seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**ITEM #7 Discussion and possible action to authorize the General Manager to execute Professional Services Agreement for Tulloch Stability Analysis – HDR Inc.**

Director Spyksma moved to approve as presented. Director Doornenbal seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**ITEM #8 Discussion and possible action to approve the Beardsley Collection Agreement with the US Forest Service.**

Director Santos moved to approve \$160,584 as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**ITEM #9 Discussion and possible action to award contract for the FEMA Rockslide Removal Project.**

Director DeBoer moved to approve Njirich & Sons, Inc. as presented, authorize the General Manager to execute a construction contract and any associated documents related to the completion of this work and a budget adjustment of \$440,000. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**Item #10 Discussion and possible action to award contract for the Road Repairs FEMA Sites 1, 2, 3, and 6. This item will be hand carried.**

Director Doornenbal moved to approve Sierra Mountain Construction, Inc. as presented, authorize the General Manager to execute a construction contract and any associated documents related to the completion of this work and a budget adjustment of \$526,000. Director Spyksma seconded the motion.

**COMMUNICATIONS**

**ITEM #11 Staff Reports:**

- A. General Manager, Summer Nicotero
  - Summer Nicotero provided a summary of her report.
- B. Interim Operations Supervisor, Brett Gordon
  - Nothing to add.
- C. Interim Maintenance Supervisor, Daniel Hogue
  - Nothing to add.

**ITEM #12 Generation Report**

No report.

**ITEM #13 Fisheries Studies on the Lower Stanislaus River**

No report.

**ITEM #14 Directors Comments**

Director Roos, Tobias and Weststeyn thanked Summer, Sharon and staff for their efforts.

*President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 9:51 a.m.*

*The Tri-Dam Project meeting resumed at 9:55 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 9:55 a.m. and convened to Closed Session at 10:11 a.m.

**ITEM #19 Closed Session**

- 11. 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

- 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 § 54957(b)  
Represented and Unrepresented Employees

At the hour of 11:51 a.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 11:52 a.m.

The next regular board meeting is scheduled for November 16, 2023, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

\_\_\_\_\_  
Summer Nicotero, Secretary  
Tri-Dam Project

# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Sharon Cisneros

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**SUBJECT: Tri-Dam Project Financial Statements for the Nine Months ending September 30, 2023**

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**RECOMMENDED ACTION:** Approve the Financial Statements for the Nine Months ending September 30, 2023.

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**BACKGROUND AND/OR HISTORY:**

As of the financial statement date of September 30, 2023, the Tri-Dam Project (TDP) cash and investments increased by \$6.9M combined primarily due to the increase in power sales offset by the reduction in other revenue, an increase in capital expenditures, and an increase in mid-year distributions made in 2023 when compared to 2022.

TDP has realized 161.2% of its year-to-date budgeted operating revenues for 2023, and utilized 59.2% of its budgeted operating expenses.

Further details are available in the attachments.

**FISCAL IMPACT:** none

**ATTACHMENTS:** Financial Statements 9/30/2023 (unaudited)

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

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



# Tri-Dam Project

## Statement of Net Position

September 30, 2023 and 2022  
(unaudited)

	2023		2022
<b>Assets</b>			
1 Cash	\$ 17,605,221	\$	10,342,490
2 Investment Securities & Money Market	14,158,346		14,533,702
3 Accounts Receivable	5,745,389		2,500,379
4 Due from Tri-Dam Power Authority	492,215		291,386
5 Prepaid Expenses	694,507		446,594
6 Capital Assets	117,639,309		112,084,762
7 Accumulated Depreciation	(57,797,447)		(55,713,517)
8 Intangible Assets	8,213,938		8,213,938
9 Accumulated Amortization - Intangibles	(3,032,938)		(2,799,406)
10 Deferred Outflows - Pension Related	2,064,993		610,452
11 <b>Total Assets &amp; Deferred Outflows</b>	105,783,533		90,510,780
 <b>Liabilities</b>			
12 Accounts Payable	6,226		35,875
13 Unearned Revenue	-		28,500
14 Deposits	68,000		80,000
15 Other Current Liabilities	317,324		172,726
16 Long-Term Liabilities	606,142		1,545,280
17 Net Pension Liability	3,635,864		459,338
18 Deferred Inflows - Pension & Leases	838,658		547,447
19 <b>Total Liabilities &amp; Deferred Inflows</b>	5,472,214		2,869,166
 <b>Net Position</b>			
21 Net Position - Beginning of Year	89,023,629		90,868,089
22 Distributions	(24,740,000)		(19,700,000)
23 YTD Net Revenues	36,027,690		16,473,525
24 <b>Total Net Position</b>	100,311,319		87,641,614
25 <b>Total Liabilities and Net Position</b>	\$ 105,783,533	\$	90,510,780



## Tri-Dam Project

### Statement of Revenues and Expenses

Month to Date for September 30, 2023

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 <b>Operating Revenues</b>							
2     Power Sales	\$ 2,166,667	\$ 5,429,368	\$ 3,262,701	150.6%	\$ 1,536,662	\$ 3,892,706	253.3%
3     Headwater Benefit	30,000.00	30,000	-	0.0%	30,000	-	0.0%
4 <b>Total Operating Revenues</b>	<u>2,196,667</u>	<u>5,459,368</u>	<u>3,262,701</u>	<u>148.5%</u>	<u>1,566,662</u>	<u>3,892,706</u>	<u>248%</u>
5							
6 <b>Operating Expenses</b>							
7     Salaries and Wages	224,008	129,722	(94,286)	-42.1%	256,675	(126,953)	-49.5%
8     Benefits and Overhead	148,658	110,057	(38,601)	-26.0%	205,199	(95,142)	-46.4%
9     Operations	86,458	32,543	(53,915)	-62.4%	25,583	6,960	27.2%
10    Maintenance	139,157	38,633	(100,524)	-72.2%	49,575	(10,942)	-22.1%
11    General & Administrative	265,892	108,693	(157,199)	-59.1%	202,182	(93,489)	-46.2%
12    Depreciation & Amortization	187,500	187,468	(32)	0.0%	179,331	8,137	4.5%
13 <b>Total Operating Expenses</b>	<u>1,051,673</u>	<u>607,116</u>	<u>(444,557)</u>	<u>-42.3%</u>	<u>918,545</u>	<u>(311,429)</u>	<u>-34%</u>
14							
15 <b>Net Income From Operations</b>	1,144,993	4,852,252	3,707,259	323.8%	648,117	4,204,135	648.7%
16							
17 <b>Nonoperating Revenues (Expenses)</b>							
18     Investment Earnings (Expenses)	11,083	71,327	60,244	543.6%	(124,955)	196,282	-157.1%
19     Lawsuit Settlement Proceeds	-	-	-	0.0%	-	-	0.0%
20     Water Sales	16,667	50,000	33,333	200.0%	41,500	8,500	20.5%
21     Rental Income	8,167	329	(7,838)	-96.0%	319	10	3.1%
22     Gain/(Loss) on Asset Disposal	-	140	140	0.0%	-	140	0.0%
23     Reimbursements/Govt Entities	20,000	79,060	59,060	295.3%	24,500	54,560	222.7%
24     Other Nonoperating Revenue	2,000	6,017	4,017	200.9%	2,290	3,727	162.8%
25 <b>Total Nonoperating Revenues (Expenses)</b>	<u>57,917</u>	<u>206,873</u>	<u>148,956</u>	<u>257.2%</u>	<u>(56,346)</u>	<u>263,219</u>	<u>-467%</u>
26							
27 <b>Net Revenues</b>	<u>\$ 1,202,910</u>	<u>\$ 5,059,125</u>	<u>\$ 3,856,215</u>	<u>321%</u>	<u>\$ 591,771</u>	<u>\$ 4,467,354</u>	<u>754.9%</u>





**Tri-Dam Project**  
**Statement of Revenues and Expenses**  
**Year to Date for the Period Ending September 30, 2023**

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 <b>Operating Revenues</b>							
2     Power Sales	\$ 19,500,000	\$ 42,230,353	\$ 22,730,353	116.6%	\$ 24,550,099	\$ 17,680,254	72.0%
3     Headwater Benefit	270,000	270,000	-	0.0%	267,598	2,402	0.9%
4 <b>Total Operating Revenues</b>	<u>19,770,000</u>	<u>42,500,353</u>	<u>22,730,353</u>	<u>115.0%</u>	<u>24,817,697</u>	<u>17,682,656</u>	<u>71%</u>
5							
6 <b>Operating Expenses</b>							
7     Salaries and Wages	2,016,075	1,502,374	(513,701)	-25.5%	1,643,482	(141,108)	-8.6%
8     Benefits and Overhead	1,337,925	1,225,546	(112,379)	-8.4%	2,274,100	(1,048,554)	-46.1%
9     Operations	778,125	732,058	(46,067)	-5.9%	182,177	549,881	301.8%
10    Maintenance	1,252,410	488,878	(763,532)	-61.0%	428,931	59,947	14.0%
11    General & Administrative	2,393,025	1,837,331	(555,694)	-23.2%	2,808,698	(971,367)	-34.6%
12    Depreciation & Amortization	1,687,500	1,687,212	(288)	0.0%	1,622,833	64,379	4.0%
13 <b>Total Operating Expenses</b>	<u>9,465,060</u>	<u>7,473,399</u>	<u>(1,991,661)</u>	<u>-21.0%</u>	<u>8,960,221</u>	<u>(1,486,822)</u>	<u>-17%</u>
14							
15 <b>Net Income From Operations</b>	10,304,940	35,026,954	24,722,014	239.9%	15,857,476	19,169,478	120.9%
16							
17 <b>Nonoperating Revenues (Expenses)</b>							
18     Investment Earnings (Losses)	99,750	486,417	386,667	387.6%	(235,921)	722,338	-306.2%
19     Lawsuit Settlement Proceeds	-	-	-	0.0%	2,150,500	(2,150,500)	
20     Water Sales	150,000	150,000	-	0.0%	124,500	25,500	20.5%
21     Rental Income	73,500	94,818	21,318	29.0%	60,856	33,962	55.8%
22     Gain/(Loss) on Asset Disposal	-	51,437	51,437	0.0%	22,703	28,734	126.6%
23     Reimbursements/Govt Entities	180,000	189,700	9,700	5.4%	167,640	22,060	13.2%
24     Other Nonoperating Revenue	18,000	28,364	10,364	57.6%	28,388	(24)	-0.1%
25 <b>Total Nonoperating Revenues (Expenses)</b>	<u>521,250</u>	<u>1,000,736</u>	<u>479,486</u>	<u>92.0%</u>	<u>2,318,666</u>	<u>(1,317,930)</u>	<u>-57%</u>
26							
27 <b>Net Revenues</b>	<u>\$ 10,826,190</u>	<u>\$ 36,027,690</u>	<u>\$ 25,201,500</u>	<u>233%</u>	<u>\$ 18,176,142</u>	<u>\$ 17,851,548</u>	<u>98.2%</u>

**Tri-Dam Project  
Capital Expenditures  
2023 Amended Budget**

Expenditure	2023 Amended Budget	2023 Actual Expenditures	Remaining Budget
Spare SS Transformer 480V-240V	5,000		5,000
Beardsley water tank	100,000	21,230	78,770
Equipment-Milling Machine	30,000	14,557	15,443
Equipment-Trucks (4) - 1 tons	495,000	392,128	102,872
Equipment-Replacement GM Vehicle	65,000	65,000	-
Upgrade SCADA RTU / RTAC/ RTU Migration	170,000	23,833	146,167
Goodwin Upgrade SCADA RTU / RTAC	25,000		25,000
Blk Crk Gate & Pole replacement	7,500	22,200	(14,700)
Beardsley Dam Gate 1 Trunnion Pin Repair	100,000		100,000
Division Tower and Comm site install	400,000	-	400,000
O'Byrnes (Tulloch) Recreation Site	100,000	123,358	(23,358)
Tulloch skimmer Gate actuator	35,000		35,000
Tulloch Shoreline Erosion Project- Site #3	500,000		500,000
Tulloch Spillway	362,165	82,783	279,382
Tulloch Barge Removal	100,000		100,000
Electric Operators for shop doors	10,000		10,000
Donnells Solar Power	88,000		88,000
EGEN Replacement-Donnells	45,000	29,387	15,613
Beardsley Meters Upgrade	40,000		40,000
Tulloch Meters Upgrade	40,000		40,000
EGEN Replacement	30,000		30,000
Crane Scale-SF6Gas (Digital Dynamometer)	6,800	7,133	(333)
Equipment-Boat Motor-DDM	5,000		5,000
Equipment- Forklift for Strawberry	40,000	36,258	3,742
Equipment- Truck Replc F450 Intl Dump Truck	120,000		120,000
Donnells Gov. Upgrade to new Hardware	10,000	61	9,939
GM House Deck, Flooring and Exterior Improvements	20,000	57,873	(37,873)
Gov. Modernization change to Woodward	10,000	1,871	8,129
Mt. Liz Microwave Upgrade ( Mt Liz to Division Radio)	-		-
Donnells Log Booms	25,000	18,313	6,687
Cyberlock Project	50,000	106,272	(56,272)
Sonora Office Project (Purchase, Design & build)	125,000	1,320,309	(1,195,309)
Lowe Boat Motor Replacement	11,191	-	11,191
Spare MCC Beardsley, Donnells & Tulloch		21,038	(21,038)
4N88 Site 1- Rock Slide (FEMA Project)	-	51,524	(51,524)
5N02 Site 4 (FEMA Project)		1,106	(1,106)
5N09X Site 5 (FEMA Project)		38,662	(38,662)
5N09X Site 6 (FEMA Project)		662	(662)
Generator Building		30,623	(30,623)
	<u>3,170,656</u>	<u>2,466,181</u>	<u>704,475</u>

# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Genna Modrell

---

**SUBJECT:** Tri-Dam Project October Statement of Obligations

---

**RECOMMENDED ACTION:** Recommend Approval of October Statement of Obligations

---

**BACKGROUND AND/OR HISTORY:**

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

**FISCAL IMPACT:** See Attachments

**ATTACHMENTS:** Tri-Dam Project Statement of Obligations

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

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

# Tri-Dam Project

## Statement of Obligations

Period Covered

**October 1, 2023 to October 31, 2023**



# Tri Dam Project Statement of Obligations

**Period Covered**

**From To**

**October 1, 2023 to October 31, 2023**

	<u>No. Chks.</u>	<u>Amount</u>
<b><u>Vendor Check Register Report</u></b> (Please see attached Check Listing)	99	705165.33

**Payrolls - Net Charges**

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>	
12-Oct-23	Payroll	\$ 104,111.22	
26-Oct-23	Payroll	\$ 134,133.97	
Total Net Payroll		\$ 238,245.19	\$ 238,245.19
<b>Total Disbursements for the Period</b>			<b>\$ 943,410.52</b>
 <b>District Portion~</b>			
Oakdale Irrigation District			\$ 471,705.26
South San Joaquin Irrigation District			\$ 471,705.26
<b>Total Districts</b>			<b>\$ 943,410.52</b>

# Project

## October Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
ACH 10183		Cal PERS S457 Plan	10/02/2023	EE Retirement Plan	1,743.41
ACH 10663		Standard Insurance Co.	10/02/2023	Long/Short Term Disability	1,196.02
ACH 10811		IBEW	10/02/2023	EE Union Dues	1,264.66
ACH 10812		Nationwide Retirement Solution	10/02/2023	EE Retirement Plan	3,487.92
ACH 10813		ACWA Joint Powers Insurance Authority	10/02/2023	Health Benefits	49,932.29
ACH 10815		Cal PERS System	10/02/2023	EE/ER Retirement Plan	18,853.72
ACH 10991		State Compensation Insurance Fund	10/04/2023	Worker's Comp. Deposit	2,281.74
ACH 11086		Benefit Resource, LLC	10/04/2023		150.00
ACH 11435		VISA	10/26/2023	Training, travel/lodging @ Shoreline, safety equip., leaf blowers, rental ca	5,553.79
ACH 10183		Cal PERS S457 Plan	10/16/2023	EE Retirement Plan	1,743.41
ACH 10811		IBEW	10/16/2023	EE Union Dues	1,264.66
ACH 10812		Nationwide Retirement Solution	10/16/2023	EE Retirement Plan	3,519.02
ACH 10815		Cal PERS System	10/16/2023	EE/ER Retirement Plan	18,881.17
130364	10013	Acme Rigging and Supply Co. Inc.	10/04/2023	Chains for Fleet	20,634.89
130365	10648	Adventist Health Sonora HBOC	10/04/2023	Pre-employment testing and physicals	1,337.00
130366	11475	Alley Tree & Landscape	10/04/2023	Landscaping/Janitorial for Tulloch - Sept 2023, Landscaping New Bldg	7,090.00
130367	11457	AT&T - CalNet	10/04/2023		226.99
130368	10068	AT&T Corp - Data Link	10/04/2023		296.62
130369	11496	Jeffery & Denise Bouillercie	10/04/2023	Tulloch Performance Deposit Refund	3,000.00
130370	11093	Justin Calbert	10/04/2023	Employee Travel Reimbursement	439.00
130371	11378	California Utilities Emergency Assn.	10/04/2023		500.00
130372	10184	Clark Pest Control of Stockton Inc.	10/04/2023		342.00
130373	10935	Data Path, Inc.	10/04/2023	Monthly Service Agreement	3,208.75
130374	10227	Del Oro Water Co. Inc.	10/04/2023		761.72
130375	11048	Fastenal (Vending)	10/04/2023		128.57
130376	10288	Fastenal Co.	10/04/2023		101.08
130377	10300	Frasco Profiles	10/04/2023		126.53
130378	10520	Paradise Point Engine & Boat Repair	10/04/2023	Pontoon Engine Repair	1,550.84
130379	10333	Grainger Inc. W. W.	10/04/2023		149.98
130380	10938	Great America Financial Svcs.	10/04/2023		290.46
130381	11238	Herc Rentals	10/04/2023	Equipment rental for Beardsley Water Tank roof installation	3,754.26
130382	10439	McMaster-Carr Supply Co.	10/04/2023		37.69
130383	11494	Megger Systems and Services, Inc.	10/04/2023		306.50
130384	10466	Mountain Oasis Water Systems & Btl Co L	10/04/2023		246.00
130385	11343	Tim O'Laughlin, PLC	10/04/2023	Legal Fees	5,075.00
130386	10514	Pacific Gas & Electric Co.	10/04/2023	Utilities	7,851.46
130387	10168	Petty Cash	10/04/2023		85.63
130388	10535	Pitney Bowes GFS LLC	10/04/2023		237.96
130389	11493	Dave & Jamie Rebagliati	10/04/2023	Tulloch Performance Deposit Refund	3,000.00
130390	11461	SGS North America OCM	10/04/2023		210.00
130391	10892	Siemens Industry, Inc.	10/04/2023	Annual Licensing and Support Agreement	23,500.00
130392	10845	Sierra Office Supply & Printing	10/04/2023		47.35
130393	10933	Smile Business Products	10/04/2023		187.64
130394	10641	Sonora Airco Gas & Gear	10/04/2023		75.40
130395	11005	Sonora Lumber Company	10/04/2023		177.32
130396	11473	Staples	10/04/2023		416.64
130397	10679	Stiles Truck Body & Equip. Inc.	10/04/2023	Knapheide Service Body	22,454.81
130398	10749	UPS	10/04/2023		107.15
130399	10425	Susan Zanker	10/04/2023	Employee Travel Reimbursement	94.22
130400	10866	AT&T Teleconference Services	10/17/2023		21.25
130401	10084	Banks Glass	10/17/2023		70.83
130402	10151	Calaveras Co Treas & Tax Collector	10/17/2023	Property taxes for 2023/2024	13,678.68
130403	11010	Calaveras County Water District	10/17/2023		339.56

130404	10154	Calaveras Telephone Co.	10/17/2023		116.85
130405	10294	FISHBIO Environmental, LLC	10/17/2023	Fish studies	55,640.00
130406	10333	Grainger Inc. W. W.	10/17/2023		829.10
130407	11049	Hunt & Sons, Inc.	10/17/2023	Fuel	12,714.02
130408	10879	Lowe's	10/17/2023		41.99
130409	10439	McMaster-Carr Supply Co.	10/17/2023		517.86
130410	10500	OID ~ Routine	10/17/2023	Admin / Finance Services	9,797.37
130411	10513	Pacific Gas & Elec - Non Util	10/17/2023		168.28
130412	11439	Prime Auto Glass	10/17/2023	Windshield for 23-1, Dump Truck	1,936.58
130413	11414	Provost & Pritchard	10/17/2023	FEMA Ph 1, 2, 4, Tulloch Spillway Ph 2, Admin/Bid support	29,557.53
130414		VOID		VOID	0.00
130415	10641	Sonora Airco Gas & Gear	10/17/2023		12.81
130416	10649	Sonora Rentals & Sales	10/17/2023		328.20
130417	10870	Trinity Tool Company	10/17/2023		58.25
130418	10735	Tuolumne Co. Tax Collector	10/17/2023	Property taxes for 2023/2024	1,315.80
130419	10749	UPS	10/17/2023		11.69
130420	10776	Waste Mgmt of Cal Sierra Inc.	10/17/2023		428.73
130421	11418	ABC Supply Co. Inc.	10/25/2023	Materials for Equipment Bldg	4,416.88
130422	10013	Acme Rigging and Supply Co. Inc.	10/25/2023	Chains for Fleet	29,798.90
130423	11240	Arnett Industries, LLC	10/25/2023		996.03
130424	11457	AT&T - CalNet	10/25/2023		236.63
130425	10184	Clark Pest Control of Stockton Inc.	10/25/2023		220.00
130426	10245	Doherty Tire of Sonora Inc.	10/25/2023	M/S tires for fleet vehicles	6,307.27
130427	10250	Downey Brand Attorneys LLP.	10/25/2023	Tulloch Litigation	4,259.00
130428	11048	Fastenal (Vending)	10/25/2023		196.46
130429	10288	Fastenal Co.	10/25/2023		10.71
130430	10955	Brett Gordon	10/25/2023	Employee Travel Reimbursement	479.83
130431	10333	Grainger Inc. W. W.	10/25/2023		33.81
130432	11049	Hunt & Sons, Inc.	10/25/2023	Fuel	7,889.01
130433	10428	M C I	10/25/2023		28.18
130434	10439	McMaster-Carr Supply Co.	10/25/2023		932.71
130435	10466	Mountain Oasis Water Systems & Btl Co L	10/25/2023		239.75
130436	11011	Pacific Gas & Electric	10/25/2023	Utilities	3,704.30
130437	11438	Pacific Gas & Electric	10/25/2023		20.83
130438	11472	Pacific Gas & Electric	10/25/2023		390.65
130439	10514	Pacific Gas & Electric Co.	10/25/2023	Utilities	6,463.92
130440	10536	Pitney Bowes Purchase Power Inc.	10/25/2023		201.00
130441	11497	Roseville Chevrolet	10/25/2023	Ford 5500 HD & Plow blade	119,520.27
130442	11498	Get Loaded Catering Co.	10/25/2023		480.00
130443	11404	Siemens Industry, Inc.	10/25/2023	SCADA Components and Configuration	164,261.74
130444	10618	Sierra Motors	10/25/2023		500.08
130445	10632	Slakey Brothers Inc.	10/25/2023		683.18
130446	10735	Tuolumne Co. Tax Collector	10/25/2023	Property taxes for 2023/2024	5,565.53
130447	10749	UPS	10/25/2023		64.79
130448	11261	Wallace Plumbing & Backflow	10/25/2023		65.00
130449	10954	YSI Incorporated	10/25/2023	Repair and update Data Logger for Beardsley	1,692.22

Report Total: \$ 705,165.33



# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Summer Nicotero

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**SUBJECT: Year-End Staff Appreciation**

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**RECOMMENDED ACTION:** Discussion and possible action to approve paid time off between Christmas and New Year's Day for all Tri-Dam employees

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**BACKGROUND AND/OR HISTORY:**

In previous years, the Board has shown appreciation to Tri-Dam staff by providing additional paid time off between Christmas and New Year's Day. This year the Tri Dam team has pulled together and fulfilled their commitment to safe and smooth operations despite several setbacks.

The General Manager recommends providing paid time off for the work days in between Christmas and New Year's Day for all Tri-Dam employees. If an employee is unable to take the time off due to their position requirements, such as a shift operator, they have until March 31, 2024 to use the time. If not used by that date, it will roll over into their vacation accrual balance to use at a later date.

**FISCAL IMPACT:** None

**ATTACHMENTS:** None

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**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: 11/16/2023  
Staff: Summer Nicotero

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**SUBJECT: ACWA 2024 Membership Dues**

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**RECOMMENDED ACTION:** Discussion and possible action to approve the 2024 ACWA membership dues

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**BACKGROUND AND/OR HISTORY:**

The Association of California Water Agencies (ACWA) met in September of 2021 to approve a two-year budget, with a rate increase of 3% from 2023 to 2024. These dues are based on operations and maintenance expenses for its public agency members. Membership in ACWA allows Tri-Dam to enroll in their insurance programs, training programs, and to benefit from active lobbying. This year's annual dues are \$23,845.

**FISCAL IMPACT:** \$23,845 to be paid in January 2024

**ATTACHMENTS:** ACWA Invoice  
ACWA Memorandum

---

**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) Weststeyn (Yes/No) Spyksma (Yes/No)

## MEMORANDUM

**TO:** ACWA Public Water Agency Members

**FROM:** Dave Eggerton, Executive Director

**DATE:** October 3, 2023

**SUBJECT:** ACWA's 2024 Membership Dues

---

At its meeting in September of 2021, the ACWA Board of Directors approved a two-year budget for 2023 and 2024 that protects the financial and operational well-being of the Association while strengthening the long-term health of the organization by paying down ACWA's unfunded pension liability. As we enter the second year of the current two-year budget, I am happy to share that no additional increase is necessary above the 3% that was already approved for 2024.

With the Board's leadership, ACWA is resourced to continue to deliver high-level, effective services for our members, including strong advocacy in Sacramento and Washington D.C., first-class conferences, timely information and communication tools, as well as many other important services. ACWA's financial strategy is guided by our 2020-'24 Five-Year Strategic Plan. The general approach of this strategy is to maintain modest dues increases each year to pay down unfunded liabilities and reduce the need for dramatic increases in membership dues in the future. This budget keeps us on course to strengthen ACWA's long-term financial health.

ACWA's dues are based on the operations and maintenance (O&M) expenses for individual public agency members, which vary from year to year. If there was an increase or decrease in your agency's O&M expenses, your dues may be adjusted based on that change. **If you have questions related to your agency's dues calculation, please contact ACWA Accountant Steven Carr at (916) 669-2443 or [stevenc@acwa.com](mailto:stevenc@acwa.com).**

To view ACWA's full 2024 dues schedule, please visit [www.acwa.com](http://www.acwa.com).

We value your participation in ACWA and thank you for your membership. ACWA's voice and influence is enhanced with each and every member. Your dues contribution allows ACWA to provide high-quality benefits and services, such as:

- A statewide voice on behalf of California water agencies on key state and federal legislative and regulatory water issues.
- Advocacy to protect and strengthen California's water rights system to support a sustainable and reliable water supply for Californians.



Bringing  
Water  
Together

TRI-DAM PROJECT  
2023 OCT -6 PM 1: 22

Date: October 4, 2023

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

2024 Annual Agency Dues	\$23,845.00
Total Amount Due	\$23,845.00

Thank you for your continued support with ACWA. Please remit payment by **January 31, 2024**.

ACH Payment Information: Wells Fargo Bank  
Routing #: 121042882  
Checking Acct #: 6071344052

\*\*\*\*\*MEMBERSHIP DUES\*\*\*\*\*MEMBERSHIP DUES\*\*\*\*\*

**Association of California Water Agencies**  
**2024 Member Dues Calculation**

Date: October 4, 2023

Name: Tri-Dam Project

---

(1) Operating Expenses \$11,781,607.00

(2) All Other Expenses

**(3) Total Expenses** **\$11,781,607.00**

<<< LESS >>>

(4) Purchased Power

(5) Water Purchases

(6) Groundwater Replenishment

(7) Depreciation \$2,311,240.00

(8) Fixed Assets

**(9) Total Adjusted Expenses** **\$9,470,367.00**

<<< LESS >>>

(10) Pumping

**(11) Total Expenses Adjusted For Pumping** **\$9,470,367.00**

(12) Line 11 times 2 \$18,940,734.00

(13) Dues O&M (lessor of line 9 or 12) **\$9,470,367.00**

**DUES AMOUNT** **\$23,845.00**

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\*\*\* THIS IS NOT A BILL – PLEASE DO NOT PAY FROM THIS WORKSHEET \*\*\*

# BOARD AGENDA REPORT

Date: November 16, 2023

Staff: Sharon Cisneros

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**SUBJECT: Independent Financial Auditing Services**

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**RECOMMENDED ACTION: Award of contract for independent financial auditing services to CJ Brown & Company CPAs for fiscal years 2023 and 2024 and authorize the General Manager to execute the contract**

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## **BACKGROUND AND/OR HISTORY:**

CJ Brown & Company CPAs (Brown CPAs) has provided independent audit services for the three-year period for 2020 through 2022 for both Tri-Dam Project and Tri-Dam Power Authority. Due to the vacancy in the Finance Manager position, staff is requesting an extension of the current contract for an additional two years to provide continuity during the transition period.

Staff recommends that Brown CPAs be awarded a two-year contract to perform financial audit services for Tri-Dam Project and Tri-Dam Power Authority for the years ending December 31, 2023 and 2024.

The alternative to extending the current contract would be to direct staff to do a Request for Proposal to seek the lowest responsive and responsible bid for audit services for the next three years.

## **FISCAL IMPACT: Not to Exceed Amount:**

Project	\$27,620
Authority	<u>19,340</u>
Total for Two Years	\$46,960

## **ATTACHMENTS:**

- Professional Services Agreement
- 

## **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)**

**Action(s) to be taken:**

# Tri-Dam Project & Tri-Dam Authority

## Cost Proposal to Provide Independent Professional Auditing Services

For the Years Ending  
December 31, 2023 & 2024

Christopher J. Brown CPA, CGMA  
Jonathan P. Abadesco, CPA

10805 Holder Street, Suite 150  
Cypress, California 90630

5051 Canyon Crest Drive Suite 203  
Riverside, California 92507

Phone: (657) 214-2307

Email: [chris@cjbrowncpa.com](mailto:chris@cjbrowncpa.com)  
[jonathan@cjbrowncpa.com](mailto:jonathan@cjbrowncpa.com)

California BOA License Number: 6529



**C.J. Brown & Company, CPAs**  
**An Accountancy Corporation**



**Certified  
Public  
Accountants**



**Consultants  
& Advisors**







**C.J. Brown & Company CPAs**  
An Accountancy Corporation

Christopher J. Brown, CPA, CGMA  
Jonathan Abadesco, CPA  
Jeffrey Palmer

**Cypress Office:**  
10805 Holder Street, Suite 150  
Cypress, California 90630  
(657) 214-2307

**Riverside Office:**  
5051 Canyon Crest Drive, Suite 203  
Riverside, California 92507  
(657) 214-2307

October 17, 2023

Ms. Sharon Cisneros, CPA, Finance Manager  
Tri-Dam Project/Tri-Dam Power Authority  
31885 Old Strawberry Road  
Strawberry, CA 95375

**Re: Request for Proposal for Independent Audit Services**

Dear Ms. Cisneros:

Based on our understanding of the Tri-Dam Project (Project) and the Tri-Dam Power Authority (Authority) requirements, our fee for audit services at our discounted rates for the year ended December 31, 2023 is **\$13,620** and **\$9,535**, respectively. The fee is based on our understanding of the Project's and the Authority's audit requirements.

Assuming there is no substantial change in the Project's activities and operations, our fee for audit services for the years ended December 31, 2024, would be **\$14,000**; and assuming there is no substantial change in the Authority's activities and operations, our fee for audit services for the years ended December 31, 2024 would be **\$9,805**.

Our estimate for out-of-pocket expenses is a separate estimate and may not be utilized in total to the amount estimated. The components of this audit services fee proposal and out-of-pocket costs for the years ended December 31, 2023 and 2024, are itemized in the attached Exhibits.

Our not-to-exceed fee proposal is contingent upon our understanding of your requirements and the assistance we require as noted in our original audit technical proposal. Additional services not included in this proposal will be based on our discounted billing rates based on the level of experience required. We would execute a separate contract for these services, if they are requested by the Project and the Authority.

I am authorized to make representations for C.J. Brown & Company, CPAs – An Accountancy Corporation and am duly authorized to sign a contract with the Tri-Dam Project and the Tri-Dam Power Authority.

Christopher J. Brown, CPA, CGMA

October 17, 2023

Date



# Exhibit I – Proposed Hours and Our Fees

## Proposed Hours and Our Fees

We anticipate that, for the years ending December 31, 2023 and 2024, the audits of the Project and the Authority will approximate 120 and 70 hours, respectively. These hours, by major area, are summarized as follows:

<b>TRI-DAM PROJECT</b>				
<b>Audit Steps</b>	<b>Partner</b>	<b>Manager/ Supervisor</b>	<b>Senior/ Staff</b>	<b>Total</b>
Planning	2	3	12	17
Internal Control Testwork	2	3	16	21
Substantive Testwork	4	6	32	42
Financial Reporting	12	8	20	40
Total	20	20	80	120

<b>TRI-DAM POWER AUTHORITY</b>				
<b>Audit Steps</b>	<b>Partner</b>	<b>Manager/ Supervisor</b>	<b>Senior/ Staff</b>	<b>Total</b>
Planning	2	2	6	10
Internal Control Testwork	2	2	8	12
Substantive Testwork	4	3	16	23
Financial Reporting	7	8	10	25
Total	15	15	40	70

As shown above, we expect approximately 33% to 43% of engagement hours to come from the Partners and Managers assigned to the Project and the Authority.

Working on the premise that we will be provided with a year-end trial balance, along with an audit package of reconciled balances and supporting schedules of all balance sheet accounts, we expect to perform the audit of the Project and the Authority at fees as stated in the attached Schedule of Professional Fees on Page 3 for the years ending December 31, 2023 and 2024.

Our fees are based on the product of the time spent on the engagement and the billing rates of the individuals assigned, plus out-of-pocket costs (such as, report reproductions, typing, postage, travel, copies, telephone, etc.). We will obtain the assistance of the Project's and the Authority's personnel to the extent possible and otherwise endeavor to keep these charges to a minimum. We will submit progress billings monthly to your office as our work progresses, which will be due and payable thirty days from the date of the invoice.

## Exhibit I – Proposed Hours and Our Fees, continued

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Based upon the present size and scope of the activities of the Project and the Authority, we expect to perform the services enumerated above at our discounted hourly rates. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audits. We have provided a breakdown of our current hourly rates, which would apply to these engagements on the attached Schedule of Professional Fees by Hours on Page 4 of this cost proposal.

We will maintain our work papers for at least five years and make them available to the Project, the Authority, state agencies, the General Accounting Office, and other parties upon the direction of the Project and the Authority.

We want the Board to understand that we will provide **any** assistance and answer **any** questions that the Project's and the Authority's staff or members of the Board may have when they arise for the entire duration of our contract. We find it important to stay abreast of the Project's and the Authority's activities and accounting issues during the entire engagement.

We would like to thank you and the Board for the opportunity to submit a proposal for the auditing services of the Project and the Authority. Because of our experience in special districts and our interest in the Project and the Authority, we will provide you with assistance in your operations as well as meet the audit needs of the organizations. Also, we will continually make recommendations on these and other matters that come to our attention. We are proud of the professional services we provide and encourage you to make inquiries to any of our clients about their satisfaction with our services and the quality of our staff.

## Exhibit II – Schedule of Professional Fees

	<u>Audit Fees</u>	<u>Out-of-Pocket Expenses</u>	<u>Total Audit Fees</u>	<u>State Controller's Report</u>	<u>Total Maximum (with Optional Item, if any)</u>
<b>Year 2023</b>					
TRI-DAM PROJECT	\$ 12,620	1,000	13,620	-	13,620
TRI-DAM POWER AUTHORITY	<u>7,785</u>	<u>1,000</u>	<u>8,785</u>	<u>750</u>	<u>9,535</u>
<b>Total 2023</b>	<b><u>20,405</u></b>	<b><u>2,000</u></b>	<b><u>22,405</u></b>	<b><u>750</u></b>	<b><u>23,155</u></b>
<b>Year 2024</b>					
TRI-DAM PROJECT	12,900	1,100	14,000	-	14,000
TRI-DAM POWER AUTHORITY	<u>7,955</u>	<u>1,100</u>	<u>9,055</u>	<u>750</u>	<u>9,805</u>
<b>Total 2024</b>	<b><u>20,855</u></b>	<b><u>2,200</u></b>	<b><u>23,055</u></b>	<b><u>750</u></b>	<b><u>23,805</u></b>
<b>Total Contract</b>	<b>\$ <u>41,260</u></b>	<b><u>4,200</u></b>	<b><u>45,460</u></b>	<b><u>1,500</u></b>	<b><u>46,960</u></b>

Please note that any additional services requested by the Project and the Authority during the audit periods shall be negotiated at the stated hourly rates per year as noted in the following schedules per year.

See our estimate per engagement on the Schedule of Fees by Hours on the following page.

## Exhibit III – Schedule of Fees by Hours

CALENDER YEAR 2023	TRI-DAM PROJECT			TRI-DAM POWER AUTHORITY		
	Hours	Hourly Rates	Total	Hours	Hourly Rates	Total
<b>2023 Audit of:</b>						
Basic Financial Statements						
Partner - Engagement	15	\$ 155	\$ 2,325	10	\$ 155	\$ 1,550
Partner - Technical	5	155	775	5	155	775
Manager/Supervisor	20	140	2,800	15	140	2,100
Senior/Staff	80	84	6,720	40	84	3,360
<b>Total Financial Statement Audit for 2023</b>	<b><u>120</u></b>		<b><u>12,620</u></b>	<b><u>70</u></b>		<b><u>7,785</u></b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b><u>1,000</u></b>			<b><u>1,000</u></b>
<b>Total Maximum for 2023</b>			<b><u>\$ 13,620</u></b>			<b><u>\$ 8,785</u></b>
<b>Additional Item Asked to be Priced by the Authority:</b>						
Preparation of the Authority's Annual State Controller's Report (SCR)	N/A	\$ 125	\$ -	6	\$ 125	\$ 750
<b>Total Maximum with Additional Item for 2023</b>			<b><u>\$ 13,620</u></b>			<b><u>\$ 9,535</u></b>
CALENDAR YEAR END 2024	TRI-DAM PROJECT			TRI-DAM POWER AUTHORITY		
	Hours	Hourly Rates	Total	Hours	Hourly Rates	Total
<b>2024 Audit of:</b>						
Basic Financial Statements						
Partner - Engagement	15	\$ 158	\$ 2,370	10	\$ 158	\$ 1,580
Partner - Technical	5	158	790	5	158	790
Manager/Supervisor	20	143	2,860	15	143	2,145
Senior/Staff	80	86	6,880	40	86	3,440
<b>Total Financial Statement Audit for 2024</b>	<b><u>120</u></b>		<b><u>12,900</u></b>	<b><u>70</u></b>		<b><u>7,955</u></b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b><u>1,100</u></b>			<b><u>1,100</u></b>
<b>Total Audit Fees for 2024</b>			<b><u>\$ 14,000</u></b>			<b><u>\$ 9,055</u></b>
<b>Additional Item Asked to be Priced by the Authority:</b>						
Preparation of the Authority's Annual State Controller's Report (SCR)	N/A	\$ 125	\$ -	6	\$ 125	\$ 750
<b>Total Maximum with Additional Item for 2024</b>			<b><u>\$ 14,000</u></b>			<b><u>\$ 9,805</u></b>

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is effective as of November 16, 2023 (the “Effective Date”) by and between the **Tri-Dam Project**, a joint venture 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 CJ Brown & Company, CPAs (“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: Independent Audit Services for the years ending December 31, 2023 and 2024

Services to be provided by Consultant and other work to be performed by Consultant (“Work”) are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference.

Consultant’s key personnel assigned to, and who shall be primarily responsible for carrying out the Work, are as follows:

Name	Classification/Position	Project Role
Christopher J Brown	Partner	Supervision

Consultant may replace, substitute, reassign, or remove key personnel from the Work by written approval of Client. However, where key personnel are unable to perform the Work due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

2. **Term of Agreement.** This Agreement shall be effective immediately and shall remain in effect unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
3. **Schedule for Performance.** Consultant shall perform the Work 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 Work shall be on a time and materials basis in accordance with the Rate and Fee Schedule attached hereto as **Exhibit A**. The Rate and Fee Schedule shall be effective for the duration of performance of the Work, 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.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of: **\$27,620 (Twenty-seven Thousand six hundred and twenty dollars)**.

- 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

**"CONSULTANT"**

**CJ Brown & Company, CPAs**

Attn: Christopher J Brown  
10805 Holder Street, Suite 150  
Cypress, CA 90630  
Telephone: (657) 214-2307

With courtesy copies to:

**Oakdale Irrigation District**

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

**South San Joaquin Irrigation District**

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

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 Work performed by Consultant.

**9. Potential Conflicts of Interest.**

- a. Consultant shall disclose its involvement in any projects which 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. District 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 District. 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 District 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 District, 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 subconsultants 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 Work. 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 subconsultant retained by Consultant shall maintain at their own expense the following insurance:

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

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name "**the 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 Tri-Dam Project, Oakdale Irrigation District, South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized 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 Work or providing Services.

- c. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.



Copies of the prevailing rate of per diem wages are available at District'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 District 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. **No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
21. **Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Tuolumne.



**EXHIBIT "A"**  
**SCOPE OF WORK**

## EXHIBIT "B" WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require 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: 11/16/2023  
Staff: Daniel Hogue

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**SUBJECT:** Approve the replacement and modernization of our Controls Network infrastructure.

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**RECOMMENDED ACTION:** Discussion and possible action to approve the replacement and programming of Controls Network switches and to approve a capital budget adjustment.

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**BACKGROUND AND/OR HISTORY:** On September 29 and 30 FERC conducted a Cyber security audit. As a result of the feedback from FERC on the security of our Controls Network, staff is requesting to upgrade our current unmanaged network switches to more secure, standardized managed network switches. This will give staff the ability to deploy software to actively monitor and log real time remote access, another recommendation provided during the audit. Staff is investigating options for monitoring software to be presented at later date that will fully address the FERC recommendation for network monitoring and reporting capabilities.

This is a sole source bid request due to Factory Technologies extensive knowledge of our network topography, VLANS, and previous work with our MNI to route traffic over our microwave radio network. This company also completed our Tulloch Powerhouse switch upgrade last year as well as some minor support this year.

**FISCAL IMPACT:** Capital Budget Adjustment - \$45,000  
Services, Labor, Materials & Hardware \$35,000

**ATTACHMENTS:** Factory Technologies Proposal

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**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)



**ALLSITES SWITCH UPGRADES PROPOSAL  
REV\_A**

Job No.: Q230378-01

Date: 11/7/2023

**CUSTOMER**

Attn: Daniel Hogue

Tri-Dam Project

31885 Old Strawberry Rd.

Strawberry, CA 95375

209.768.7382

Contact: Phil Carlsgaard

Factory Technologies Inc.

627 Bitritto Ct

Modesto, CA 95356

209.769.7935

Dear Mr. Daniel Hogue

This correspondence outlines the scope of work you requested, including estimated cost.

**SCOPE OF WORK**

**1. OPS CENTER**

Provide, configure and install (2) two sets of (2) two stacked Cisco Network switches to replace the existing network switches. The network equipment consists of:

Qty 2 - Cisco Catalyst 9300 24-port Data only, Network Essentials C9300-24T-E

Qty 2 - Cisco SmartNet total care service - 8x5xnext business day - 36 month term

Qty 2 - 350w ac 80+ platinum config 1 power supply

Qty 2 - Cisco power supply secondary - 350 w

Qty 2 - North America AC type A power cable

Qty 2 - Cisco Stackwise-480 stacking data cable - 50cm

Qty 2 - Cisco Catalyst stack power cable - 30cm

Qty 2 - Cisco C9300 DNA Essentials, 24-port, 3 year term license

Qty 2 - Cisco Catalyst 9300 8x 10GE network module 10Gbase-X

Qty 4 - Cisco GLC-SX=MMD 1GB SFP+ transceiver - 1x LC/PC duplex

Qty 4 - 5M Multimode OM3 Fiber LC to LC patch cables

**2. BPH SCADA**

Provide, configure and install (1) one Cisco Network switch to replace the existing network switch. The network equipment consists of:

Qty 1 - Cisco Catalyst C1000-8T-2G-L Managed Ethernet Switch - 8 Ports 2 SFP

Qty 1 - Cisco SmartNet total care service - 8x5xnext business day - 36 month term

Qty 1 - Cisco Rackmount Kit

3. DPH SCADA

Provide, configure and install (1) one Cisco Network switch to replace the existing network switch. The network equipment consists of:

- Qty 1 - Cisco Catalyst C1000-8T-2G-L Managed Ethernet Switch - 8 Ports 2 SFP
- Qty 1 - Cisco SmartNet total care service - 8x5xnext business day - 36 month term
- Qty 1 - Cisco Rackmount Kit

4. SPH SCADA

Provide, configure and install (1) one Cisco Network switch to replace the existing network switch. The network equipment consists of:

- Qty 1 - Cisco Catalyst C1000-8T-2G-L Managed Ethernet Switch - 8 Ports 2 SFP
- Qty 1 - Cisco SmartNet total care service - 8x5xnext business day - 36 month term
- Qty 1 - Cisco Rackmount Kit

5. DDM SCADA

Provide, configure and install (1) one Cisco Network switch to replace the existing network switch. The network equipment consists of:

- Qty 1 - Cisco Catalyst C1000-8T-2G-L Managed Ethernet Switch - 8 Ports 2 SFP
- Qty 1 - Cisco SmartNet total care service - 8x5xnext business day - 36 month term
- Qty 1 - Cisco Rackmount Kit

6. DIVISION

Provide, configure and install (1) one Cisco Network. The network equipment consists of:

- Qty 1 - Cisco Catalyst C1000-8T-2G-L Managed Ethernet Switch - 8 Ports 2 SFP
- Qty 1 - Cisco SmartNet total care service - 8x5xnext business day - 36 month term
- Qty 1 - Cisco Rackmount Kit

7. STRAWBERRY PEAK

Provide, configure and install (1) one Cisco Network switch to replace the existing network switch. The network equipment consists of:

- Qty 1 - Cisco Catalyst C1000-16T-2G-L Managed Ethernet Switch - 16 Ports 2 SFP
- Qty 1 - Cisco SmartNet total care service - 8x5xnext business day - 36 month term
- Qty 1 - Cisco Rackmount Kit

**COST**

Services & Labor (Non-Taxable).....	\$ 10,000.00
Materials & Hardware (Taxable) .....	\$ 25,000.00
	<hr/>
TOTAL (Less Tax, Freight & Fuel Surcharge)	\$ 35,000.00

## **SCHEDULE**

A firm schedule will be developed upon order acceptance.

## **CLARIFICATIONS**

This proposal is valid until and expires on November 30<sup>th</sup>, 2023.

Excludes any item not specifically mentioned above.

Estimated labor rates based on regular business hours unless otherwise specified.

Additional cost will be incurred for a modified schedule.

Invoice terms: Fixed Fee, 40% Deposit, Progress Billing thereafter. Net due in 30 days.

## **CLOSING**

We appreciate the opportunity to offer you this proposal for your consideration.

Please call with any questions.

Sincerely,

Phil Carlsgaard - Factory Technologies

# Standard Terms & Conditions of Sale

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This proposal is valid until and expires on November 30<sup>th</sup>, 2023.

## **Warranties**

Warranties on any/all materials provided by FTI, Inc. are from date of purchase, do not extend beyond the manufacturers' specified warranties (if any), and FTI, Inc. specifically does not warrant materials and software provided by others.

## **Acceptance**

All purchase orders are accepted based on the continuing precedence of FTI, Inc.'s project terms and conditions as defined herein. All buyer terms and conditions as may be contained on purchase orders or other documents from the buyer are taken exception to unless specifically agreed to in writing by a managing member of FTI, Inc. Acceptance of purchase orders are subject to establishment of purchaser's credit with FTI, Inc.

## **Payment Terms**

Unless otherwise stated herein, Factory Technologies will bill the client as the work progresses. Typically, the billings will be submitted to the client on a weekly basis. Each billing shall be due Net 30 days. Interest at the rate of 1 ½% per month (APR of 18%) will be charged on all accounts that are past due per the payment terms. Factory Technologies Inc. shall be entitled to recover all reasonable collection costs and attorneys' fees should the client fail to pay any billing in full and in accordance with these terms. If Factory Technologies Inc. does not approve credit to the client or if at any time after commencement of the project Factory Technologies Inc. in its sole judgment determines it necessary, the terms of payment shall be or become C.O.D. or immediate partial or full payment or, a combination of the forgoing methods, all as Factory Technologies Inc. may then or thereafter from time-to-time elect and specify.

## **Risk of Loss**

All materials and/or software (but not Work Product) provided by others shall be deemed owned by client upon delivery. Upon such delivery, client shall bear all risk of loss or damage.

## **Limitation of Liability**

FTI, Inc. shall not be liable for costs in excess of the total cost quoted in this proposal.

## **Consequential Damages**

FTI, Inc. shall not be responsible for any consequential damages (including but not limited to loss of profits, loss of use, down time, third party claims, and the like) arising from any alleged breach of or any other claim arising from, out of, or in connection with this agreement and client shall hold FTI, Inc. and its employees harmless from any such claims or damages.

## **Miscellaneous**

FTI, Inc. shall diligently pursue the work through its completion, but shall not be responsible for delays caused by circumstances beyond its control.

This agreement shall be interpreted, enforced, and governed under the laws of California. In the event of any legal action arising from or out of this agreement, FTI, Inc. consents to the jurisdiction of any Court of competent jurisdiction in California. Time is of the essence with respect to each and every provision of this agreement. Each person signing this agreement on behalf of another represents and warrants that (s) he has the requisite power and authority to bind such party to terms and provisions of this agreement. This agreement is solely for the benefit of FTI, Inc. and client and there are no third-party beneficiaries. The captions and headings in this agreement are for convenience only and have no effect upon the terms and conditions of this agreement. In the event of any litigation arising from or out of this agreement, FTI, Inc. and client expressly waive any right to trial by jury.

# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Daniel Hogue

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**SUBJECT: Approve Thompson Construction Group (TCG) Technical Advisor for Tulloch Unit 1 and Unit 2 Turbine Guide Bearing Inspection**

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**RECOMMENDED ACTION:** Discussion and possible action to authorize technical advisor to assist with bearing inspections.

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**BACKGROUND AND/OR HISTORY:** Tulloch 1 and 2 Turbine oil samples are showing higher than desirable particle count despite having inspected the bearings and replacing oil during 2023 annual maintenance. Regular monitoring for vibration and heat haven't indicated any out of normal activity. Per the recommendation of our insurance inspector, staff reached out to several experts for guidance. Staff has determined that we need to remove and inspect the bearings for both units to further troubleshoot. As part of this inspection, staff requests the oversight of a technical expert throughout the removal and inspection process to provide guidance as well as troubleshooting assistance for next steps.

Tri-Dam staff will perform all required work to remove the bearing and inspect, but we are requesting TCG Technical advisor oversee the crew during removal, inspection and installation of the Turbine Guide Bearings.

**FISCAL IMPACT:** Included in budget 1-2-04-42-54230 \$22,000

Technical Advisor (Full Time) Tulloch Unit 1 Cost Estimate.....\$10,992.00  
Technical Advisor (Full Time) Tulloch Unit 2 Cost Estimate.....\$10,992.00

**ATTACHMENTS:**

Tulloch 1 and 2 Tech Proposal  
TCG T&M RATE SHEET 2023  
TCG Project Experience

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**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)



**Via Electronic Submittal**

10/23/2023

Tri-Dam Project  
 31885 Old Strawberry Rd.  
 Strawberry, Ca. 95375

Attn: Daniel Hogue  
 Technician

RE: TCG Technical Advisor for Tulloch Unit 1 and Unit 2 Turbine Guide Bearing Inspection (TGB)

Dear Mr. Hogue:

Thompson Construction Group(TCG) HCMS, Thank you for your interest in Thompson Construction Group/HCMS to support your efforts at the Tulloch Unit 1 and Unit 2 Turbine Guide Bearing Inspection

Per our e-mail and phone correspondence, Thompson Construction Group, Inc. is pleased to submit for your review and approval, our estimate to provide a Full Time Technical Advisor for the Tulloch Unit 1 and Unit 2 Turbine Guide Bearing Inspection Project.

**Base Scope of Work**

Oversee Tri-dam crew performing the removal, Inspection and Install of the Turbine Guide Bearing's, at the Tulloch Unit 1 and Unit 2. No Turbine Guide Bearing replacement Labor or supply are included in this Quote.

**Pricing**

Based on our Technical Advisor work 4-10hour days per unit for an estimated 10 days, 1 day for Mobilization 1 day to de-mob base on the schedule performing both units in the same 10 day outage, Transportation and per-diem. This is a T&M estimate base on the Rate sheet provided as an attachment.

Technical Advisor (Full Time) Tulloch Unit 1 Cost Estimate.....\$10,992.00  
 Technical Advisor (Full Time) Tulloch Unit 2 Cost Estimate.....\$10,992.00

**Closing**

TCG appreciates the opportunity to quote this work for you during this important outage. If you have any questions or comments, please contact the undersigned at your earliest convenience.

Please keep TCG in mind for all your hydro turbine needs in the future.

Best Regards,

Rod Graybeal  
**Director of Western Operations**  
 Phone: (208) 635-5551  
 Cell (208)660-5767  
 E-mail [rgraybeal@thompsonind.com](mailto:rgraybeal@thompsonind.com)



### REIMBURSABLE RATES & TERMS\*

The following rates and terms will apply to all work to be performed on a time and material basis. The billing rates for labor shown below are inclusive of all wages and salaries, payroll taxes and insurance, employee benefits, small tools (initial value less than \$1,000) and consumables, overhead, and profit.

<u>Classification</u>	<u>ST Rate</u>	<u>OT Rate</u>
Superintendent	\$99.88	\$145.73
Foreman	\$77.43	\$112.97
Hydroelectric Mechanic (HEM)	\$69.06	\$100.76
HEM Helper	\$58.60	\$85.49
QC & SSO Personnel	\$94.17	\$137.40
Project Manager	\$136.03	\$198.47
Technical Advisor	\$136.03	\$198.47
Project Engineer	\$136.03	\$198.47
Hydroelectric Specialist	\$175.00	\$175.00

**Other costs associated with the work hereunder will be reimbursed as follows:**

- Overtime rates will apply to all hours worked beyond 40 hours in a work week.
- Travel time and standby time (due to delays by others) will be invoiced as straight-time or overtime depending on work hours accumulated that week.
- Minimum charge is eight hours plus applicable travel, per diem and other direct charges.
- Precision Tool Box @ \$250/day or \$1,250/week.
- Turbine Tool Module @ \$550/day or \$2,750/week.
- HCMS Pick-Up Truck @ \$200/day or \$600/week.
- Per Diem (lodging and meals) at \$175/day (including weekends and holidays) for all site-based personnel – including travel days.
- Permanent materials, travel expenses (airfare, car rentals, etc.), transport of HCMS-furnished tools, subcontracts, fuel, third-party rental equipment/tools at actual cost, including freight and taxes, plus 15 percent.

**NOTES:**

- \* - These rates do not represent Union Rates, Prevailing Wage Rates or Federal Government Rates and/or travel policies. If such apply, these rates are subject to change.

Effective through December 31, 2023.





## 1) Snettisham Valve Replacement

Company: Alaska Electric Light & Power

Location: Snettisham Powerhouse, Alaska

Contract # 209210

Completion: 5/2017

Contract amount: \$ 70,367.00

Point of Contact: Bryan Farrell, 907-463-6339; Bryan.Farrell@aelp.com



**Scope of Work:** HCMS was contracted to remove the existing 74” Spherical TIV and install a new valve at the remote Snettisham Project outside of Juneau.

The original valve was unbolted and lifted from the sole plates using the gallery gantry crane. The valve was moved to the alleyway floor, sat on Hillman rollers, and rolled through the galley on metals plates using a come-a-long. Once out of the galley, the valve was lifted with the powerhouse crane and placed out of the way.

Upon inspection, the new valve was found to be missing an O-ring groove in the flange face. HCMS rented the machining equipment and performed the on-site machining required. The valve was then rolled down the galley, raised with the crane, and set in position. New hydraulic lines were ran for the actuator. The valve was connected to the penstock, sole plates were shimmed to square the valve to the penstock faces.







## 2) Lower Granite Linkage Repair

Company: United States Corp of Engineers Walla Walla District

Location: Almota, WA

Contract # W912EF-15-C-0029

Completion 09/8/17

Contract amount: \$4.6 M

Point of Contact: Doug Weldy, (509) 843-1200 Douglas.m.weldy@usace.army.mil

Diameter of Runner: 311.5" Kaplan

### Scope of work:

Unit 1 at Lower Granite was blocked to be a fixed blade runner after an NDE inspection in January of 2012 discovered cracks in the eye end and blade lever link pins.

HCMS' work covered in this contract included disassembling the turbine/generator and replacing internal hub linkage components with Government furnished Kaplan runner parts. This required complete disassembly of the main unit and the 311.5" diameter 6XA Kaplan turbine runner at the powerhouse site. During the disassembly of the unit for the replacement of runner hub components, HCMS inspected and refurbished other turbine and generator components. This contract also included the supply of a spare set of internal runner hub linkage components. While the Kaplan Runner was removed, our team also performed Cavitation Repairs on the Kaplan Runner, Blades and Discharge Ring. As part of an added work scope during the final reassembly, HCMS was asked to lower the Nose Cone in place and replace, reseal the Runner Cone Gasket. Upon reassembly, HCMS pressure tested the hub and measures were taken to assure there was no oil leaks at the runner.





### 3) Holtwood Hydroelectric Expansion Project

Company: Walsh Construction Co.

Location: Conestoga, PA

Contract # 209097501

Completion May 25, 2013

Contract amount: \$17,448,898.00

Point of Contact: Arik Quam, (724) 745-6039; aquam@walshgroup.com

Diameter of Runner: 272-inch Kaplan



**Scope of Work:** Installation of all the new hydro turbine and generator components provided by Voith for Walsh/PPL on the Holtwood Hydro Expansion Project. In a New Powerhouse Install **two** new 64 MW generators with vertical 272” dia. Kaplan turbines, and the associated ancillary equipment.

Installation of the embedded equipment: draft tube liners, discharge, and bottom rings, stay vane rings and anchorage, pit liners, stator sole plates and brake supports. Field preparation, assembly, and installation of the wicket gates, outer headcovers, turbine runners, water rings, inner head covers, turbine shafts, shift rings and linkages. Additional preparation and Installation of the guide and thrust bearings, generator shafts, cooling water systems, oil lubricating systems, hydraulic pressure units, servos, braking and high lift systems.

The stators (366” bore) were also assembled on site- the frame sections, the sole plates and anchors, dovetail bars and stack plate ledge fingers attached, core lamination stacked, press plates, clamping bolts, pressed and loop

tested. Winding, circuit rings and bus installed and tested.

The rotors were assembled at site. The spider frame, hub sections and head beams were fabricated and welded together. The rotor rims were stacked, pressed, and shrink fit to the spider head beams & frames. Poles installed to the rim, connected, and tested. Rotor set in the stator fit to shaft, covers installed, collector rings set and connected.

Final assembly, Commissioning, and startups.







#### 4) Yelm Trash Rake and Racks

Company: City of Centralia

Location: Yelm, WA

Contract # CCL-20-16SWY

Completion: 11/24/2020

Contract amount: \$135,000

Point of Contact: Micah Goo, (360) 330-7512; MGoo@cityofcentralia.com



**Scope of Work:** HCMS was contracted to demolish the existing trash raker and remove the existing racks. A new system had been purchased. After demolition, the raker and frame were installed. The new racks were installed, plumbed, and anchored. A new support plate was anchored to the concrete at the base. The old racks sat in a trench at the base. This trench was filled with concrete after rebar supports were welded into it.

HCMS dug a new pit at the end of the raker for a dump trailer to be backed into to collect all the debris.





## 5) Point A Francis Runner Overhaul

Company: PowerSouth Energy Cooperative

Location: Andalusia, AL

Completion: 3/2019

Contract amount: \$473,498.52

Point of Contact: Scott Wright, 334-388-2402; Scott.wright@powersouth.com



**Scope of Work:** HCMS contracted with PowerSouth Energy Cooperative to provide the technical direction and the offsite refurbishment of the Unit 3 components after a log went through their trash rack and into their Runner. After disassembly the parts were sent to our shop in York, PA for rehab. HCMS replaced all the bushings, machined, and refurbished the Packing Box, Operating Ring, Bottom Ring, Wicket Gates, Head Cover, Shafting and replaced 12 of the 14 buckets on the Runner.

Reassembly of the unit was delayed several months due to flooding in the area. Once the waters receded, HCMS completed the technical direction of the reassembly. The unit is still running great!



*Figure 1 Refurbished Runner*



*Figure 2 Refurbished Packing Box*



## 6) Faraday Repower Project

Company: McMillen-Jacobs first, now Black & Veatch

Location: Estacada, OR

Completion: Ongoing

Original Contract amount: \$1,476,000

Point of Contact: Trent Rusk, 503-443-6280; RuskT@BV.com



**Scope of Work:** HCMS contracted by McMillen-Jacobs to perform the install of the CHC turbine equipment. There are 2-9MW Kaplan units. HCMS has installed and aligned the spiral cases and draft tubes, installed and aligned the 110” TIVs, and installed the generator anchor forms. HCMS is scheduled to complete the installation later this year.







## 7) Lewis River Coolers

Company: PacifiCorp

Location: SW Washington

Completion: 8/2020

Original Contract amount: \$198,000

Point of Contact: Kurt Wakeling, 503-816-6605; Kurt.Wakeling@PacifiCorp.com



**Scope of Work:** HCMS contracted by PacifiCorp to remove and replace the generator coolers at 3 Plants, Merwin, Yale, and Swift 1. At each scheduled outage, HCMS would mobilize to the site, remove the existing coolers, clean the flanges, pressure test the new coolers, install the coolers, and connect the piping.





## 8) Lower Monumental Turbine Hub Seal Repair

Company: USACE

Location: Lower Monumental Dam. Kahlotus WA.

Contract #: W912EF21C0018

Completion Date: December 18, 2021

Contract Amount: \$457,984.92

Point of Contact: Victoria Read (509) 676-7949: [Victoria.M.Read@usace.army.mil](mailto:Victoria.M.Read@usace.army.mil)

### Scope of work:

This work was for the repair of an oil leak at the turbine shaft to Kaplan hub connection of Lower Monumental Powerhouse's Unit 2. Work involved containment of the oil leak while HCMS conducted a partial disassembly of the unit. The Turbine Guide Bearing was removed by others prior to HCMS being on site. HCMS removed the TGB housing and stored in the wheel pit. Packing box was removed and taken to the erection bay for the USACE to refurbish. Packing box support was left in wheel pit, HCMS cleaned and painted with government supplied epoxy paint. Oversaw the design, fabrication, and installation of 30 welded caps for the sealing of the coupling bolts and nuts. HCMS designed, fabricated, and installed stainless steel vent tubing at the turbine shaft hub. HCMS conducted a hub pressure test, 30 PSI for one hour leak test for welded caps and stainless-steel tubing. Upon inspection of the TGB, HCMS scraped the areas of the bearing that were beginning to wipe. HCMS used scrapers and fine scotch-brite to clean the bearing up in preparation for install.

HCMS did not install packing on reassembly or conduct any start up rotations. USACE needed to conduct more work after HCMS reassembled the unit. The unit is now operating leak free.









## 9) Lake Hodges Pump Storage Facility

Company: San Diego County Water Authority

Location: Escondido, CA

Contract #: Master Service Agreement

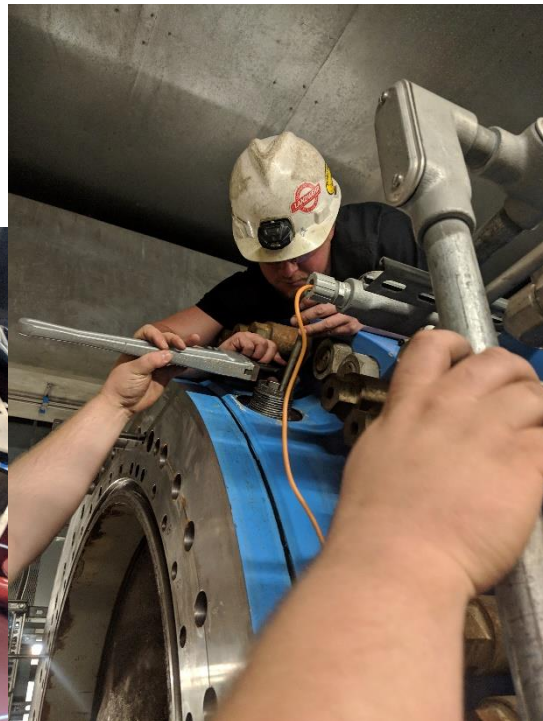
Completion Date: 2017-Ongoing

Point of Contact: Al Garza (760) 233-3220: [AGarza@sdcwa.org](mailto:AGarza@sdcwa.org)

### Scope of work:

HCMS is responsible for supplying all personnel, tools, inspections, recommendations, and material to complete as needed individual tasks scheduled by SDCWA. Worked performed during these outages have included: Biannual Pump Turbine and Generator Inspections on units 1 & 2, bearing inspections on the thrust bearing, upper and lower guide bearing, verify proper oil flow in pump and generation modes through the coolers and turbine bearing oil reservoir and modify the positioning cam on the two (2) pick-up tubes that move oil through the coolers to the turbine bearing as needed. HCMS has been tasked to investigate the unit vibration and re-gap bearing clearances and perform runner inspections for cavitation and wear.

HCMS has also performed the partial disassembly of the 48" PTSV valves. HCMS disassembled the downstream side of the valve to replace seal rings on the service seal. These rings were sent out for reverse engineering so that replacement rings could be manufactured in the future.







## 10) Snoqualmie Falls Redevelopment Project

Company: Barnard Construction Company

Location: Snoqualmie Falls, WA

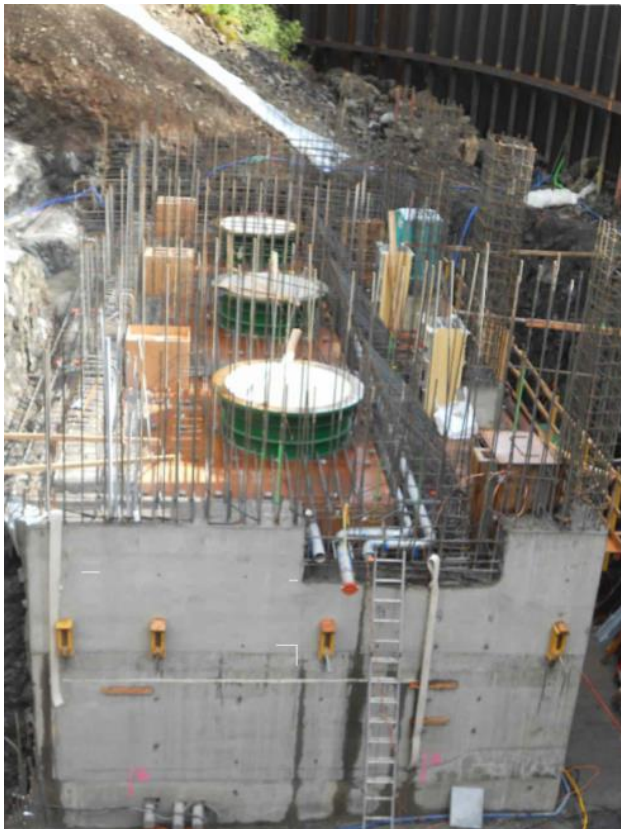
Contract #: 215-007

Completion Date: 2013

Point of Contact: Ryan Liebscher (406) 586-1995: [ryan.liebscher@barnard-inc.com](mailto:ryan.liebscher@barnard-inc.com)

### Scope of work:

HCMS was contracted to perform the disassembly of the old turbine/generator equipment and then to perform the installation of new turbines and generators, HPUs, piping, and the balance of plant equipment. HCMS was responsible for units 1-5 of Plant 1 and units 6-7 of Plant 2. This included installation of all the necessary piping required for all the units.



# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Daniel Hogue

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**SUBJECT:** The Tulloch control room HVAC system replacement

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**RECOMMENDED ACTION:** Discussion and possible action to approve the purchase of a replacement HVAC system for the Tulloch powerhouse control room and approve a capital budget adjustment.

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**BACKGROUND AND/OR HISTORY:** The Tulloch control room air conditioner has a hole in the coil assembly that cannot be reached to repair. We contacted Heat Controller LLC., the manufacturer of the unit, and they no longer have this replacement part available. Staff recommends approving the replacement of the air conditioning unit and subsequent capital budget adjustment.

**FISCAL IMPACT:** Increase capital budget \$12,000

**ATTACHMENTS:**

Foust Heat and Air Estimate	\$10,696
Gatewood Heating and Air Estimate	\$10,880
Aireserv Heating and Air Estimate	\$16,250

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**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)



**PO Box 413  
Columbia, CA 95310  
209-588-0207  
Lic #841677**

*ALL ESTIMATE ARE \$125.00 DUE  
AND PAYABLE AT TIME OF  
SERVICE. IF YOU ACCEPTED OUR  
ESTIMATE \$125.00 WILL BE  
CREDITED TO YOUR ACCOUNT.*

# Estimate

Date	Estimate #
11/6/2023	2113-679

Name / Address	Install At
Lake Tulloch Power House Copperopolis,CA 95228	Lake Tulloch Power House Copperopolis,CA 95228

WARRANTY  
LABOR 1 YEAR  
PARTS 10 YEAR  
HEAT EXCHANGER  
LIFETIME

**ALL PAYMENTS MADE BY CREDIT CARD WILL BE CHARGED A 3% FEE- ESTIMATES ARE NOT ACCEPTED UNTIL WE RECEIVE A SIGNED COPY AND THE REQUIRED 10% DEPOSIT.**

**We hereby submit specification and estimates, subject to all terms and conditions as set forth on both sides, as follows: If customer cancels after estimate is signed there will be a 25% administrative fee deducted**

Description	Qty	Rate	Total
OPTION 2			
LEAD TIME 10-12 WEEKS			
INSTALL NEW 5 TON 3 PHASE WATER SOURCED HEAT PUMP INSTALL TO EXISTING DUCTWORK AND ELECTRICAL TEST RUN NEW SYSTEM HAUL OLD SYSTEM			
Equipment		7,896.00	7,896.00
Prevailing Wage		2,800.00	2,800.00
		<b>Total</b>	<b>\$10,696.00</b>

We propose hereby to furnish material and labor complete in accordance with the above specifications and sum total.

Note: This estimate may be withdrawn by us if not accepted within 30 days.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and is due day of job

Signature \_\_\_\_\_



# GATEWOOD HEATING & AIR INC.

P.O. BOX 4676  
Sonora, CA 95370  
Lic. #961679

PHONE (209) 532 -1473 FAX (209) 532 - 6825

<b>PROPOSAL SUBMITTED TO:</b>	<b>PHONE</b>	<b>DATE</b>
Tri-Dam Project	209-743-2720	10/17/2023
<b><u>STREET</u></b>	<b><u>JOB NAME</u></b>	
13852 Tulloch Rd.	Power House	
<b><u>CITY, STATE &amp; ZIP CODE:</u></b>	<b><u>JOB LOCATION</u></b>	
Jamestown, CA 95327		

**Installation of a new 5-ton water source heat pump to include:**

- Remove and dispose of existing equipment.
- Install new Comfort-Aire HBV060A3C30CLT, 5-ton, 3 phase, water source heat pump.
- Connect to existing duct, power, copper.
- Complete jobsite cleanup and system startup/operations check.
- Prevailing wages included.

**QUOTE: \$10,880.00**

**NOTE: This installation comes with a 1-year 100% parts and labor warranty from Gatewood, plus all factory warranties.**

Payment to be made as follows:  
10% down, 100% upon completion.  
\*Credit Card fee 2% over \$500

Authorized Signature:

We may withdraw this proposal if not accepted within **30** days. **The owner or tenant has the right to require the contractor to have a performance and payment bond** (additional charges will incur).

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All balances not paid in 30 days of contract agreement will be subject to a 1.5% SERVICE FEE per month.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Work Order Estimate

ID: 45228

**Comfort Designer:** Brent Anderson

Aire Serv® of The Gold Country by Sam's Heating & Air, Inc.  
PO Box 533  
Valley Springs, CA 95252  
Phone (209) 920-5777

License: Thank you again for choosing Aire Serv! Past due amounts are subject to a finance charge. Should customer fail to meet the payment terms of this invoice, Aire Serv of the Gold Country will have the right to retain the services of a third-party collection agency and/or an attorney to achieve payment-in-full of the amount owed by customer. In addition, AireServ of the Gold Country shall be entitled, to the fullest extent permitted under law, to the costs of collection and reasonable legal fees in addition to any other amount owed by customer. **IMPORTANT NOTICE:** You and your service professional are responsible for meeting the Terms and Conditions of this contract. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Aire Serv Heating and Air Conditioning® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Aire Serv Heating and Air Conditioning® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: {Authorized Amount} Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amounts due.  
Terms:

Bill To	
Name	Tri Dam Project
Phone 1	2097432720
Phone 2	-
Address 1	31885 Old Strawberry Road
Address 2	-
City	Strawberry
State / Province	CA
Zip / Postcode	95375
Email	gsawyer@tridamproject.com

Service Location	
Name	Tri Dam Project
Phone 1	2097432720
Phone 2	-
Address 1	13852 Tulloch Road
Address 2	-
City	Jamestown
State / Province	CA
Zip / Postcode	95327
Email	gsawyer@tridamproject.com

We hereby propose to furnish, install, and service under warranty (stated below) products and service of related equipment for your home or business in accordance with the conditions and specifications set forth in this proposal.

## Options Included (Package system, Silver)

- PERFORMANCE Guarantee (Qty: 1)
- SATISFACTION Guarantee (Qty: 1)
- NO QUIBBLE Guarantee (Qty: 1)
- 1 Year Labor Limited Warranty (Qty: 1)
- ANNUAL Advantage Plan - Package Unit (Qty: 1)
- Removal and Disposal of Old Equipment (Qty: 1)
- Installation of 5 ton water cooled heat pump. (Qty: 1)

We hereby propose to furnish complete as above specified for the sum of : \$16,250.00

Job Number:	N/A	Special Requirements
Job Status:	In Progress	N/A
PO Number:	N/A	Terms
Install Date:	N/A	N/A
Completion Date:	N/A	
Expiration Date:	N/A	
Total Investment:	\$16,250.00	

## Options Details

## Performance Guarantee

### **PERFORMANCE Guarantee** (Qty: 1)

PRG-100 - With our PERFORMANCE Guarantee, we guarantee your system will heat and cool your home to our design temperatures, or we correct it at no cost to you. (Ask our customer service representative for more details).

## Satisfaction Guarantee

### **SATISFACTION Guarantee** (Qty: 1)

SAG-100 - With our SATISFACTION Guarantee, if you are not completely satisfied with your new system anytime during the first 12 months, we will make any changes necessary or REPLACE it with a system of equal value, at no cost to you. (Ask our customer service representative for more details).

## No Quibble Guarantee

### **NO QUIBBLE Guarantee** (Qty: 1)

NOQ-100 - With our NO QUIBBLE Guarantee, when we tell you everything necessary for the correct installation of your system is included, we mean it. AND if we forget a necessary component, we include it at our expense. (Ask our customer service representative for more details).

## Manufacturers Warranty

### **1 Year Labor Limited Warranty** (Qty: 1)

MFW-100 - This unit also includes a labor warranty - ask your representative for more details. Most people look at the length of the full coverage System Assurance Plan as a guideline for FULL coverage any and all warranties are void unless an active Advantage plan membership is maintained.

## Advantage Plan

### **ANNUAL Advantage Plan - Package Unit** (Qty: 1)

ADV-400 - The Aire Serv® Advantage Plan Like changing the oil in your automobile, it is important to maintain the investment in your heating and cooling system through routine maintenance and tune-ups. Benefits of routine maintenance can include: Ensuring the safety and comfort of your family

Avoiding costly and untimely repairs

Lowering your utility usage

Maintaining your manufacturer's warranty

And, as an Advantage Plan member you receive: Priority pricing, when you need it most

Scheduled maintenance & performance tune-up

Preferred customer status & priority service/scheduling

Other Benefits Include: Validate equipment warranties when necessary

Reduce equipment breakdown by detecting minor issues before they become major problems

Discounts with other Neighborly® participating locations

## Miscellaneous

### **Removal and Disposal of Old Equipment** (Qty: 1)

MISC-100 - We will not leave any old equipment, cardboard boxes, extra materials used on the job behind.

## Other Tasks

### **Installation of 5 ton water cooled heat pump.** (Qty: 1)

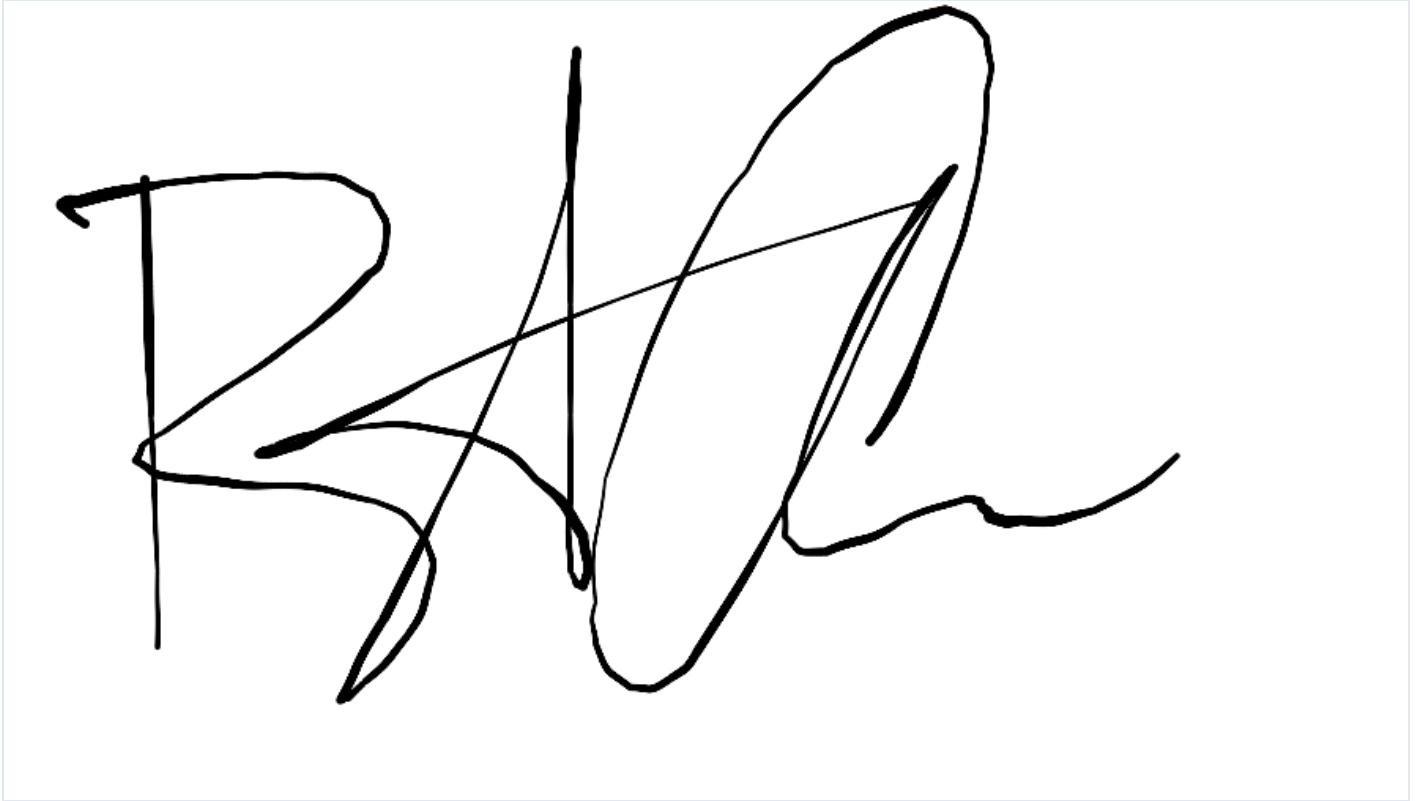
Heat pump



## Signatures

Customer

Company Representative

A large, stylized handwritten signature in black ink, appearing to read 'RWA', is centered within a white rectangular box. The signature is fluid and cursive, with a prominent vertical stroke for the letter 'R' and a large, rounded 'W' followed by a trailing 'A'.

10/26/2023, 12:19:18

Thank you again for choosing Aire Serv! Past due amounts are subject to a finance charge. Should customer fail to meet the payment terms of this invoice, AireServ of the Gold Country will have the right to retain the services of a third party collection agency and/or an attorney to achieve payment-in-full of the amount owed by customer. In addition, AireServ of the Gold Country shall be entitled, to the fullest extent permitted under law, to the costs of collection and reasonable legal fees in addition to any other amount owed by customer.

IMPORTANT NOTICE: You and your service professional are responsible for meeting the of this contract. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Aire Serv Heating and Air Conditioning® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Aire Serv Heating and Air Conditioning® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: {Authorized Amount}

# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Summer Nicotero

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**SUBJECT: Beardsley Spill Gate Trunnion Pin Replacement**

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**RECOMMENDED ACTION:** Discussion and possible action to authorize General Manager to award a bid for trunnion pin replacement for spillway gate #1 at Beardsley;  
Approve Capital Budget Adjustment

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**BACKGROUND AND/OR HISTORY:**

As part of a periodic gate inspection, it was discovered that one of the trunnion pins on spillway gate #1 at Beardsley Dam rotates with the trunnion hub. The pins and trunnion are designed for the trunnion hub to rotate around a stationary pin. The 2023 capital budget contained a line item to repair the pin for a cost of \$100,000. It has been determined that the damage and risk of failure are too high to repair and the pin needs to be replaced. In addition, the possibility of replacing the second pin was included in the bid solicitation in case the second pin was found to be damaged once the gate was disassembled.

Bids were solicited online through [www.publicpurchase.com](http://www.publicpurchase.com). There were no bids submitted. As a result, Tri Dam reached out to TCB Industrial. They have previously visited the jobsite and are familiar with the project. In addition, they have extensive hydropower experience delivering a quality product on time and under budget.

Staff recommend approving the sole source bid award to TCB given the lack of bidders to the public bid offering as well as the extensive experience TCB has with this type of work.

**FISCAL IMPACT:** 1-8-22-03-69903 Increase Capital Budget \$206,000; from \$100,000 to \$306,000

**ATTACHMENTS:** TCB Bid  
TCB Experience Qualifications  
TCB Pictures of gate

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**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) Weststeyn (Yes/No) Spyksma (Yes/No)

Jake Feriani  
Project Engineer  
Provost & Pritchard Consulting Group  
Beardsley Dam  
31885 Old Strawberry Road  
Strawberry, Ca 95375  
Proposal: Spillway Gate Trunnion Bushing and Pin Replacement

October 11, 2023

Mr. Feriani,

TCB Industrial, Inc. sincerely appreciates the opportunity to provide Provost & Pritchard Consulting Group this T&M proposal for the spillway gate #1 trunnion bushing and pin replacement at the Beardsley Dam.

This proposed price is based on the plans, specs, and information provided by Provost & Pritchard Consulting Group and includes craft labor, materials, equipment, and supervision necessary to perform the referenced Scope of Work (S.O.W.)

### **SCOPE OF WORK**

The S.O.W. below is a complete description of work a requested by Provost & Pritchard Consulting Group for services to spillway gate #1 trunnion bushing and pin replacement as TCB Industrial, Inc. understands it. Should you find this S.O.W. incomplete or inaccurate, please contact me immediately for a revised proposal.

1. Mobilization.
  - 1.1. Provide a Project Manager to support the project.
  - 1.2. Pull and load tools at TCB shop.
  - 1.3. Transport personnel, construction equipment, supplies, materials, and incidentals to the work site.
  - 1.4. Coordinate, plan, and provide access for construction equipment, material, and personnel to the worksite. TCB Industrial's method of access shall be safe and comply with the applicable laws, regulations, and environmental requirements.
  - 1.5. Establish laydown and staging areas for all construction equipment, tools, facilities, etc. within areas designated by Provost & Pritchard Consulting Group.
  - 1.6. Mobilization ends when materials and equipment are transported to the project.
2. Site Work
  - 2.1. Watch the site safety video & site orientation, LOTO training.
  - 2.2. Install LOTO on equipment that will be worked on.
  - 2.3. Off load tools, equipment, & materials at the job site staging in a safe area.
  - 2.4. Have scaffolding set up at both trunnion pin locations.
  - 2.5. Set up scaffolding at each side of the Radial Gate on the downstream side.
  - 2.6. Have the concrete scanned so the arm support plates can be anchored to the walls avoiding all rebar.

- 2.7. Fabricate/modify arm supports.
  - 2.8. Perform "As-Found" alignment of the gate operation and timing.
  - 2.9. Install indicators at all points before installing arm supports.
  - 2.10. Install the arm supports while monitoring the indicators so the arm isn't put into a bind.
  - 2.11. Install the trunnion pin removal jig while monitoring the indicators.
  - 2.12. Set up ram and threaded rod to remove the trunnion pin, applying spray lube before removing pin.
  - 2.13. Remove the pin and stage it so it can be cleaned and measured.
  - 2.14. Rig to Trunnion Mount.
  - 2.15. Unbolt Trunnion Mount from baseplate so bushing can be accessed and stage Mount.
  - 2.16. Set up pulling jig and remove Trunnion Bushing. (as needed for inspection).
  - 2.17. Take ID mic measurements of housing and send to machine shop so new bushing and pin can be machined.
  - 2.18. Repeat process for second Trunnion Arm.
  - 2.19. Transport new bushings and pins to site.
  - 2.20. Install new bushing in each arm. (repair as needed)
  - 2.21. Hone to achieve desired clearance if needed.
  - 2.22. Drill Grease hole through bushing using the body as a guide and deburr ID.
  - 2.23. Drill and tap anti rotation set screws.
  - 2.24. Lower Trunnion Mounting arm into position and bolt to base plate.
  - 2.25. Align Arm to Mount bores and install new pins.
  - 2.26. Install Pin Anti-rotation plates and torque.
  - 2.27. Remove all the arm supports and jigs.
  - 2.28. Remove all Jig anchors and grout over exposed holes.
  - 2.29. Test both gates that were worked on recording all data that is available and submit.
  - 2.30. Clean entire work area leaving it cleaner than before we arrived.
3. Demobilization.
    - 3.1. Pick up tools from the job site and deliver back to shop.
    - 3.2. Offload, inspect and return tools and equipment back into inventory.
    - 3.3. Provide project closeout submittals, as required on per job basis.

### **OWNER RESPONSIBILITIES**

The following obligations are the responsibility of Provost & Pritchard Consulting Group:

1. Engineering direction, as needed.
2. Operational support during As-Found and As-Left documentation on gate actuation.
3. Testing and operations support.

## **PROJECT CLARIFICATIONS**

- We require a 2-month minimum lead time from receipt of contract or purchase order to start of project.
- Any items or services not specifically outlined herein are not included.
- With the exception of delays beyond the control of TCB, no additional work scope shall proceed without the written authorization of owner.
- Should any unforeseen work delays beyond the control of TCB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by TCB) or should owner desire to have TCB perform work beyond the scope of work described in this proposal, that work will be billed at the published hourly rates in effect at the time of performance of that the work scope and will apply to all TCB project management, field engineers, field engineering service technicians and/or craftsmen.
- TCB expressly objects to any requirements, methods or conditions contained in any owner's request that are not specifically addressed in this document, and such requirements, methods, and conditions, if any, are outside the scope of this proposal.
- Our services shall be considered "substantially complete" when the services to be performed by TCB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that owner can occupy or use the services or portion thereof for its/their intended use. For a product only order, "substantially complete" shall mean the date of shipment of the products.

## **ASSUMPTIONS**

The following statements are assumed to be agreeable between TCB Industrial, Inc. and Provost & Pritchard Consulting Group:

- TCB Industrial crew shall be allowed unrestricted access to the work area.
- It is assumed that the owner has furnished TCB Industrial, Inc. all necessary and applicable field and shop drawings, diagrams, blueprints, manuals, instructions, or any other pertinent data pertaining to the project. It is also assumed that all details and information regarding the owner's facility, equipment, S.O.W., safety, and operation have been communicated. Emergent issues and unknown work related to lack of this information is considered "additional work" and will be performed on a Cost-Plus basis.
- TCB assumes and is relying on the fact that any information furnished by Provost & Pritchard Consulting Group is accurate and complete. To the extent that TCB obtains actual knowledge of any conditions at the site in addition to and/or different from those indicated in Provost & Pritchard Consulting Group furnished information and/or a previously unknown physical condition is found at the site, TCB shall notify Provost & Pritchard Consulting Group. If such condition(s) exist and this causes an increase in TCB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, without limitation, to the price and/or schedule.

## **EXCLUSIONS**

*Unless specifically stated in this proposal, we exclude the following:*

1. Project Reports.
2. Submittals.
3. Permits

4. Payment Retention.
5. Liquidated Damages.
6. Delays or associated costs due to circumstances beyond our control.
7. Engineering, Testing, and inspections.
8. Handling or disposing of hazardous waste or associated fees.
9. Dealing, handling, or abating lead or asbestos materials.
10. Rework, changes, or any associated cost due to misdirection of others.

**PROJECT SCHEDULE AND SHIFT PLAN**

Our proposed schedule is based on working a 4 person crew, on a 5-10's work schedule, on day shift, Monday through Friday.

The substantial start date for this project shall be TBD with a target completion date of TBD pending material availability.

**PRICING**

TCB Industrial, Inc. proposes a firm fixed fee cost for indirect work activities of \$14,433.00 and a T&M cost for on-site and off-site direct work activities of \$291,042.00 for a total Not to Exceed Price of Three Hundred Five Thousand Four Hundred Seventy-Four Dollars (\$305,474.00). The proposed price includes all applicable state and federal taxes.

Bid Item	Labor	Bid Bonds	Materials	Sub-Cont.	Rent Equip.	Owned Equip.	Unit Price	Total
Mobilization	\$ 8,884.00	\$ 127.66	\$ 463.87	\$ 156.31	\$ -	\$ 316.00	\$ 9,947.848	\$ 9,948
Pin Repair	\$ 163,300.00	\$ 3,207.50	\$ 20,071.87	\$ 50,502.35	\$ 2,643.35	\$ 10,213.50	\$ 249,938.579	\$ 249,939
Machining	\$ 1,280.00	\$ 527.49	\$ 38,256.97	\$ 645.87	\$ -	\$ 393.00	\$ 41,103.322	\$ 41,103
Demobilization	\$ 3,840.00	\$ 57.55	\$ 200.50	\$ 70.47	\$ -	\$ 316.00	\$ 4,484.520	\$ 4,485
Sell Total	\$ 177,304.00	\$ 3,920.20	\$ 58,993.21	\$ 51,375.00	\$ 2,643.35	\$ 11,238.50	Total:	\$ 305,474
							Round Sell Total: \$305,474	

Due to uncontrollable market fluctuations, our material and subcontractor costs may be subject to revision after 10 days. All other costs included in this proposal are good for 30 days.

**NOTE:** TCB Industrial, Inc. holds a resale certificate and sales tax will be added for all materials and consumables used on this project

I appreciate the opportunity to provide you with this proposal and wish a successful outcome for Provost & Pritchard Consulting Group regardless of the selected contractor. With proper planning and management, I am certain that we can accomplish this work on time and on budget. I trust the information I have provided you in this proposal is complete and sufficient for your evaluation and consideration. If you need any further information concerning this proposal and/or have any questions, please do not hesitate to contact me at (209) 613-7233.

**Terms**

“Indirect Work”- Activities that are essential to the project but cannot be witnessed by a Provost & Pritchard Consulting Group inspector and therefore billed as “fixed fee” work. Examples of these activities include offsite project management, administration and planning activities, submittals, background checks and “Fit for Duty” requirements, management of sub-contractors, procurement and acquisition of materials and equipment, pick up and receiving of materials, pulling and loading tools and equipment, initial delivery and return of tools from the site, tool inspection, crew travel (if applicable) to and from jobsite and room and board on the day traveling to the jobsite such as on a Sunday evening.

*Casey Morrow*

Casey Morrow, Project Manager  
[cmorrow@tcbindustrial.net](mailto:cmorrow@tcbindustrial.net)  
Office: 209-571-0569  
Cell: 209-613-7233

**ACCEPTANCE OF PROPOSAL** – The above prices and conditions are satisfactory and are hereby accepted. TCB Industrial, Inc.is authorized to do the work as specified. Payments will be made as outlined above.

\_\_\_\_\_  
Accepted by

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**STATEMENT OF NO CONFLICT OF INTEREST**

The Undersigned, on behalf of the contractor/contracting firm set forth below (“Contractor”), does hereby certify and warrant that, if selected the Contractor while performing the contracting services required by the Request for Proposals, shall do so as an independent contractor and not as an officer, agent, or employee of the Tri-Dam Project.

The Undersigned further certifies that:

- 1) Contractor has no interest that would constitute a conflict of interest under California Public Contract Code section 10365.5, 10410 or 10411; or Government Code section 1090 *et seq.* or 87100 *et seq.*;
- 2) Contractor has not been a source of income or pay to any employee or officer of Tri-Dam within the past twelve (12) months;
- 3) During the qualifications process (the time from the date of issuance of the RFP to the award of the Contract), Contractor and its sub-contractors shall not contact or solicit Tri-Dam Board Members or staff in an attempt to influence the selection process, and that should such contact occur, Contractor or sub-contractor shall be disqualified from the RFP selection process.

Signature               Casey Morrow            
Printed Name             Casey Morrow            
Title                     Project Manager            
Date                      10/11/2023



**EXHIBIT B  
CERTIFICATION**

I certify that I have read and received a complete set of documents including the instructions for submitting a Proposal in response to the Request for Proposals.

I consent to the Tri-Dam Project contacting references included in the submitted Proposal for the purposes of obtaining information about projects and experience described therein.

I understand that information contained in the submitted Proposal is a public record without exception, and I understand that submittal of the Proposal constitutes a waiver of any claim that the information is protected from disclosure.

I consent to release of such materials by Tri-Dam if requested under the California Public Records Act without further notice, and agree to indemnify and hold Tri-Dam harmless for release of such information.

Signature Casey Morrow Date 10/11/2023

Printed Name Casey Morrow

Title Project Manager

Company TCB Industrial

Street Address 2955 Farrar Ave. Modesto CA. 95354

Telephone 209-613-7233

E-mail cmorrow@tcbindustrial.net

The background of the advertisement is a large-scale industrial scene, likely a power plant or manufacturing facility. It features a massive, circular turbine or generator structure with intricate internal components, including cooling fins and various mechanical parts. A worker in a red shirt and safety gear is visible inside the structure, providing a sense of scale. The image is overlaid with semi-transparent colored panels: a black panel at the top left, a tan panel in the center, and a blue panel on the right side.

# **TCB**

**INDUSTRIAL  
CONTRACTOR**

*Trusted,  
Committed,  
Building  
the Future.*

[TCBIndustrial.net](http://TCBIndustrial.net)

# ***“The Clear Choice for Hydro Mechanical Construction.”***

## **HYDROMECHANICAL AND CIVIL CONSTRUCTION SERVICES**

TCB’s highly skilled, experienced team specializes in all facets of hydromechanical and civil construction, from minor repairs and routine maintenance to new construction and major overhauls. So when it comes to hydroelectric turbines and ancillary equipment, Team TCB has the know-how to deliver your project on time, safely, and within budget, while always remaining committed to extending the life cycle of your plant and keeping it operating at peak level.

## **RAPID RESPONSE AND PREVENTATIVE MAINTENANCE**

No one understands the sense of urgency during equipment failures or works harder than TCB to respond when you need us. In most cases we can begin mobilization and react the very next day. Plus, we offer systematic inspections, preventive maintenance and scrupulous record keeping that help keep your unit running efficiently while preventing unplanned downtime and unanticipated equipment failure.

**FIND OUT MORE ABOUT WHAT WE CAN DO FOR YOU AT**  
<http://www.tcbindustrial.net/hydro/>



Hydroelectric Construction | Industrial Mechanics | General Construction | Mechanical Piping





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2017-2018  
Type of Unit: 36,000 HP Double Overhung Horizontal Pelton Turbine  
Owner: Pacific Gas and Electric  
Project: Tiger Creek Bearing Pedestal Work  
References: Mike Bomgardner (530) 889-6494

#### Description of Work:

TCB Industrial was called out to assist PG&E with testing of the bearing pedestal insulation in preparation for stator core loop testing. The shaft was lifted from the bearing pedestal utilizing the overhead gantry crane and an unsuccessful megger test performed. All attached components were removed methodically with insulation tests being performed between each step, however these attempts were also unsuccessful. The bearing shells were removed and inspected for damage by customer's special inspection group. The bearing shells were then reinstalled. Reassembly will continue once the rewind work is completed; this is anticipated to be completed by March 2018.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2017-2018  
Type of Unit: 3.5 MW Horizontal Francis Turbine  
Owner: Solano Irrigation District  
Project: Monticello Unit 3 Rehabilitation Project  
References: Melissa Vignau (707) 455-4010

#### Description of Work:

TCB was awarded the contract to perform a full overhaul of Unit 3 of the Monticello Powerhouse. The generator was removed and delivered to a local generator specialist for testing and refurbishment. All turbine components were removed and sent to a local specialty machine shop for refurbishment or replacement in kind. All wicket gate bushings will be replaced and line bored; the wicket gates will be weld repaired and machined as necessary; both upper and lower stationary wearings rings will be replaced with new; all wicket gate sealing components will be replaced with new; all painted components will be blasted and re-coated; and a new wicket gate actuating servo will be furnished. Work completion is currently projected for March 2018.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2017-2018  
Type of Unit: (2) Horizontal Micro-Hydroelectric Turbines  
Owner: El Dorado Irrigation District  
Project: Tank 7 In-Conduit Hydroelectric Station  
References: Kailee DeLongchamp (530) 642-4078

#### Description of Work:

TCB Industrial was awarded the contract for construction of a new small hydroelectric plant for the El Dorado Irrigation District. This hydroelectric plant will capture energy released while filling two 1,500,000 gallon water storage tanks. Connections were made to existing 24" underground water lines to provide the supply and return lines. A new building was constructed to contain the new equipment. All process piping was custom fabricated in-house and fusion-bonded epoxy coated. Custom designed and fabricated switchgear was provided from a local company and installed by local electricians. The system is fully automated and capable of full remote control, enabling it to run 24 hours a day with minimal intervention. Total installed capacity of the two turbine-generators is 498 KW. Completion is anticipated in spring of 2018.



# TCB | INDUSTRIAL CONTRACTOR

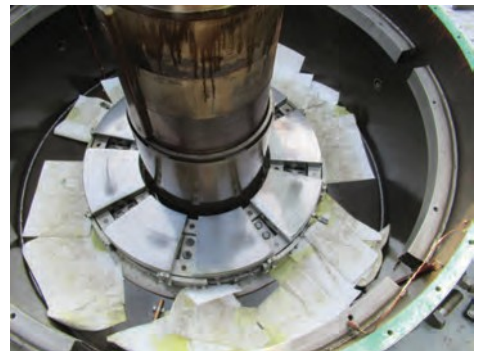
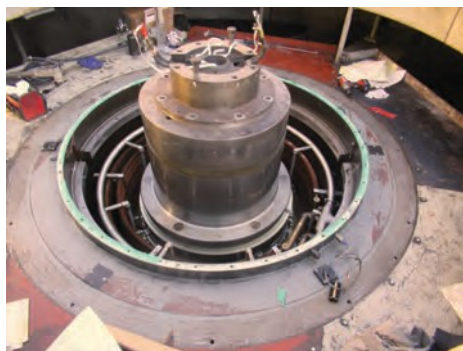
## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2017 - 2018  
Type of Unit: 76,000 HP Vertical Pelton Turbine  
Owner: Pacific Gas and Electric  
Project: Caribou 2 Unit 5 Bearing Replacement and Unit Alignment  
References: Amy Moffett (530) 762-2183

#### Description of Work:

TCB Industrial was awarded the contract to perform unit alignment and bearing replacement work for Pacific Gas and Electric. The spring-bed type thrust bearing was disassembled and the shoes sent for inspection and rehabilitation as necessary. Thrust bearing springs were dimensionally inspected and replaced as necessary. The thrust runner was re-dowelled to the thrust nut to correct a misalignment. Stainless steel high-lift oil lines were added to the thrust tub for future installation of an automated high-lift system. All bearing tubs were blast cleaned and re-coated with a two-part oil resistant epoxy paint. The thrust bearing was reassembled and unit alignment measurements performed. Shims were installed beneath the main bridge feet to correct an out-of-plumb condition. Work is anticipated to be complete by March 2018.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2017  
Type of Unit: (3) Vertical Pumped Storage Units, 400MW ea  
Owner: Pacific Gas and Electric (PG&E)  
Project: Helms Mechanical Bundle  
References: Levi Gilbert (559) 855-6172

#### Description of Work:

TCB Industrial was contracted to perform two major mechanical projects during the planned 2017 outage for the Helms facility. The first project was rehabilitation of the Unit 3 Wicket Gate Servomotors. The servomotors were disassembled in place and the components sent to an off-site machine shop for rehabilitation. The servomotors were reassembled with the rehabilitated components and underwent successful commissioning tests. Load rejection testing revealed all operational parameters were equivalent to or better than historical data. The second project was installation of secondary mechanical open-locks for the Draft Tube Doors for all three units, as well as replacement of the differential pressure latch rubber seals and sealing surfaces. The hinge fairing plate for the Unit 2 DTD was found to have failed at some point. A replacement plate was fabricated and installed, causing the work to be significantly re-sequenced. Despite this unforeseen circumstance, the work was completed on-time with no impact to the overall project schedule. All startup tests indicate the doors performed properly with the new latches. This upgrade will improve the reliability of the DTD system for the long term.





# TCB | INDUSTRIAL CONTRACTOR

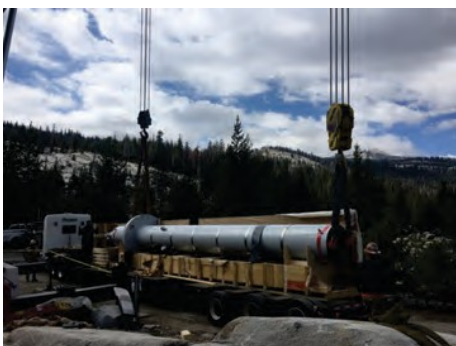
## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2017  
Type of Unit: (3) Vertical Pumped Storage Units, 400MW ea  
Owner: Pacific Gas and Electric (PG&E)  
Project: Helms T1 Gate Controls Modification  
References: Creed Young (559)

#### Description of Work:

TCB Industrial was awarded the contract to perform the T1 Gate Control Modification project at PG&E's Helms facility. The project scope was to remove a section of the gatehouse roof and replace the 34' stroke hydraulic cylinder that actuates the T1 fixed wheel gate. A section of solar panels measuring approximately 30'x 20' was removed to access the roof structure. Temporary strong backs were put in place and a 9'x20' section of roofing down each side was removed to access the gate cylinder. A temporary removable roof was constructed to preserve internal live equipment during the outage. The Cylinder is connected to the wheel gate by a 250' long series of links. The wheel gate was lifted slightly and left cribbed up to allow water to pass under during the 2 month outage. The T1 Cylinder and all seven link stems were removed from gate house. All stems were replaced with new components fabricated from upgraded steel and a new PG&E furnished Gate Cylinder was installed. A complete removal and replacement of all hydraulic piping and controls were performed. TCB worked hand-in-hand with a hydraulic specialist to assure start up went smoothly and to plan. The project was completed on time and within budget.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2017  
Type of Unit: 60,000 HP Vertical Francis Turbine  
Owner: Pacific Gas and Electric  
Project: Kings River PH PRV Rehabilitation Project  
References: Levi Gilbert (559) 855-6172

#### Description of Work:

PG&E requested TCB perform maintenance work on the Pressure Relief Valve for the Kings River Powerhouse. It had been experiencing vibration issues and inconsistent operation. Initial inspection revealed the PRV plunger nose cone had deteriorated and approximately 80% of the original material was missing. PG&E furnished new components for the reassembly. The PRV was disassembled and delivered to a local specialty machine shop. The plunger sleeves were replaced with new and machined to the correct clearances. A new nose cone and seal ring were installed on the plunger and a new stationary seal ring was installed in the body. The dashpot bores were honed and the piston rings replaced. All coatings were removed and the bare steel recovered with 2-part epoxy based paint. The valve was reassembled and timing adjusted during startup testing to ensure proper performance of the valve. All measured parameters were equal to or better than historical data, and no other operational issues were observed, indicating a successful rebuild.



# TCB | INDUSTRIAL CONTRACTOR

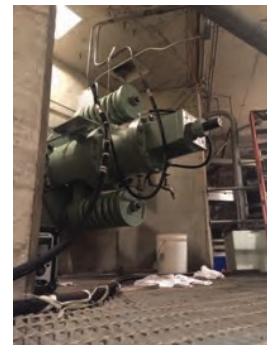
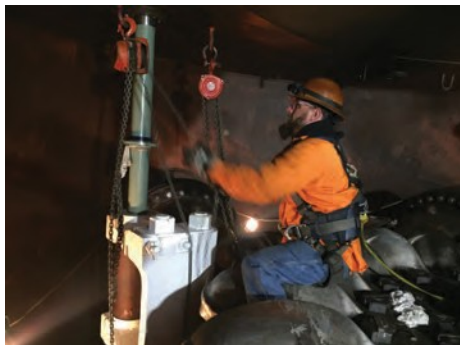
## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2017  
Type of Unit: 76,000 HP Vertical Pelton Turbine  
Owner: Pacific Gas and Electric  
Project: Caribou 2 Unit 4 Servomotor Rehabilitation Project  
References: Mike Bomgardner, (530) 889-6494

#### Description of Work:

TCB Industrial Inc. was contracted by the Pacific Gas & Electric Company to perform the deflector and needle servomotor rehabilitation work during the January 2017 outage. The primary objective of this outage was to repair and rehabilitate the needle servomotor and deflector servomotor assemblies. TCB completely disassembled all six needle servomotors, the deflector servomotor, and deflector operating mechanism and delivered them to a third-party machine shop to be rehabilitated. The components were media blasted and repaired as necessary based on as-found conditions. The deflector shields were delivered to TCB's shop where cavitation damage was repaired by grinding out damaged material and applying stainless steel weld overlay. All deflector operating mechanism bushings were replaced with greaseless bushings, eliminating the potential for oil contamination of the water. Deflector stroke and timing were adjusted to ensure correct operation of all components. Start-up testing revealed the rehabilitated components to perform better than anticipated with full control and operability restored.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2017  
Type of Unit: 1.2 MW Horizontal Francis Turbine  
Owner: Turlock Irrigation District  
Project: La Grange Thrust Bearing Repair  
References: Chris Martin, (209) 883-8290

#### Description of Work:

TCB Industrial was called to disassemble and overhaul the thrust bearing of the horizontal generator assembly. The generator was removed from the turbine and sent to a local generator specialist for further disassembly and repair. The thrust bearing pucks were re-poured and machined and the thrust runner faces were repaired with weld build-up and machining to manufacturer specifications. Wicket gate closure adjustments were performed while the generator was being repaired. The generator was then reinstalled and the unit alignment verified and adjusted as necessary. Subsequent startup testing revealed all equipment performed to requirements.



# TCB | INDUSTRIAL CONTRACTOR

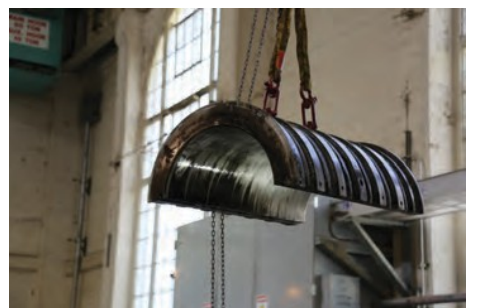
## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2016  
Type of Unit: 40,000 HP Double Overhung Horizontal Pelton Turbine  
Owner: Pacific Gas and Electric  
Project: Bucks Creek Unit 1 Bearing Removal and Alignment  
References: Austin Ernest (530) 327-7769

#### Description of Work:

TCB was contracted by PG&E to perform bearing removal and unit alignment on Unit 1 of the Bucks Creek Powerhouse. Using a custom fabricated engineered jacking system, the shaft was systematically jacked up and out of the bearings. Once supported by the jacks, the powerhouse crane was used to roll the bearing shells out of the pedestals. Optical micrometer measurements were taken of the pedestals and shaft before and after jacking. Megger testing revealed the pedestal insulation had degraded to the point of failure. The pedestal was lifted and new insulation installed. The bearings were sent to a local bearing specialist for rehabilitation. Once the rehabilitated bearings were received, the unit was aligned to manufacturer tolerances. Startup testing results show the unit performed equal to or better than historical data.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2015-2016  
Type of Unit: 125 MW, Vertical Francis Turbine  
Owner: Pacific Gas & Electric (PG&E)  
Project: Belden Powerhouse Turbine upgrade  
References: Jonathan Meier (415) 260-9984

#### Description of Work:

TCB Industrial Inc. was contracted by the Pacific Gas & Electric Company to perform the Turbine Upgrade work during the November 2015 outage. The primary objective was the replacement of original equipment with newly designed Wicket Gates, Runner, Discharge Ring and Draft Tube. Included in this upgrade was the refurbishment of the Thrust Collar and Pressure Relief Valve. This unit was known to have historic issues with Thrust Collar alignment, a restricted MW running zone and PRV functionality. TCB disassembled all components, recording as found conditions of all components. This data was used to assess the scope of component repair and requirements for field machining of new Facing Plates and Wicket Gate bushing bores. TCB managed the field machining of Wicket Gate bores, Facing Plates, Head Cover and Bottom Ring. All tolerances were held to PGE specifications and well within the OEM recommendations. The Thrust Collar runout was corrected through inspection, disassembly, removal of existing shims, and radial dowelling of the runner. The PRV was totally rebuilt to OEM specifications with the addition of material upgrades for lubrication. The PRV operational issues were corrected by the replacement of Guide Rods and realignment of the actuating linkage. The unit was returned to service in May 2016 on schedule and within OEM & PGE operational guidelines.







## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2015-2016  
Type of Unit: 140 MW, Vertical Francis Turbine  
Owner: Pacific Gas & Electric (PG&E)  
Project: Kerckhoff II Powerhouse, Unit 1 – Turbine Overhaul  
References: Levi Gilbert, (599) 855-6172

#### Description of Work:

TCB Industrial Inc. was contracted by the Pacific Gas & Electric Company to perform the turbine overhaul work, during the November 2015 outage. The primary objective of this outage was to repair and modify the removable draft tube sections, and to perform turbine runner cavitation repair. TCB completely disassembled the turbine, which included removal of the draft tube sections, turbine runner, bottom ring, and wicket gates. The draft tube sections were transported to Southern California for refurbishment, while the runner and wicket gates were transported to Modesto for cavitation repair. The bushings for the wicket gate linkages and the wicket gate up-thrust plates were replaced. All of the unit's bearings were disassembled and inspected, and the thrust bearings were re-installed with new springs and refurbished shoes. Upon completion of the work, the unit was successfully returned to service. Start-up testing revealed that bearing vibrations and temperature were noticeably reduced, with all bearings exhibiting less than 2 mils of vibration.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2016  
Type of Unit: 76,000 HP, Vertical Pelton Turbine  
Owner: Pacific Gas & Electric (PG&E)  
Project: Caribou 2 Powerhouse, Unit 5 –Servomotor Rehabilitation Project  
References: Amy Moffett, (530) 229-4827

#### Description of Work:

TCB Industrial Inc. was contracted by the Pacific Gas & Electric Company to perform the deflector and needle servomotor rehabilitation work during the March 2016 outage. The primary objective of this outage was to repair and rehabilitate the needle servomotor and deflector servomotor assemblies. TCB completely disassembled all six needle servomotors, the deflector servomotor, and deflector operating mechanism and delivered them to a third-party machine shop to be rehabilitated. The components were media blasted and repaired as necessary based on as-found conditions. The deflector shields were delivered to TCB's shop where cavitation damage was repaired by grinding out damaged material and applying stainless steel weld overlay. All deflector operating mechanism bushings were replaced with greaseless composite bushings, eliminating the potential for oil contamination of the water. The coatings inside the accumulator and governor tanks were found to be in poor condition; a third party coating specialist was contracted to remove the old coating and apply new epoxy based paint. Deflector stroke and timing were adjusted to ensure correct operation of all components. Start-up testing revealed the rehabilitated components to perform better than anticipated with full control and operability restored.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2015  
Type of Unit: 5 MW, Horizontal Francis Turbine  
Owner: Solano Irrigation District (SID), in partnership with Pacific Gas & Electric (PG&E)  
Project: Monticello Power House, Unit 2 - Thrust Bearing Refurbishment  
References: Jay Shepherd (SID), (530) 795-4231; Willey Whittlesey (PG&E), (530) 320-2716

#### Description of Work:

This unit experienced a shut down due to high bearing temps and excessive water leakage from the labyrinth seal entering the guide bearing. The unit was known to exhibit excessive vibration, when run in the upper load range. Prior to disassembly, a complete set of "as-found" measurements were performed and documented. The turbine, labyrinth seal, and stationary seal clearances were checked to determine the amount of run-out and to determine the concentricity and perpendicularity of the bores. Corrective measures taken included: re-machining of the turbine to correct perpendicularity issues; fabrication of a new labyrinth seal, due to excessive wear found on the original; re-machining and replacing the lead Babbitt surfaces of the thrust and guide bearings surfaces; re-surfacing the turbine shaft; and re-machining the thrust runner in place, to correct run-out. The refurbished components were re-installed, and new seal and bearing clearances were established. After final alignment and testing of the machine, it was found that all of the issues related to excess vibration, bearing temperature and leakage had been rectified. Feedback from the owner since has been very positive, with statements indicating that the machine appears to be running better than it ever has.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

---

Year: 2014 - 2015  
Type of Unit: 56MW, Vertical Francis Turbine  
Owner: Pacific Gas & Electric (PG&E)  
Project: Rock Creek, Unit 1 - Upgrade and PRV Rehabilitation Project  
References: Scott Edwards, (559) 865-2416; Frank Horton, (530) 519-8971

#### Description of Work:

This project was a joint effort between PG&E, Voith Hydro and TCB Industrial, Inc.. The Project's objective was to upgrade the existing Unit's output from 56 MW to 68 MW. Engineering direction and supply of the major components was provided by Voith, while TCB performed the disassembly work, installation of the new components, and reassembly of the Unit. Disassembly work entailed: disassembling the unit down to its embedded components and demolition of the stator. During installation of the new components, TCB installed new dovetail bars and finger plates, under the direction of Voith Hydro. Rotor rim iron was heated with infrared heaters and the rim keys removed to facilitate machining of the rotor shaft bore. Voith Hydro re-stacked and re-wound the stator, while TCB re-machined the stay ring and re-installed the head cover and bottom ring, along with the new wicket gates, bushings & operating components. TCB performed field welding to repair stress fractures found on the upper bracket, and performed the final alignment of the machine.

In conjunction, TCB also performed the work to replace the existing Pressure Relief Valve (PRV), and the Unit's High Pressure Oil Unit (HPU). This work included: removal and demolition of the existing PRV and its foundation; exposing and re-machining the embedded flange to accept the new PRV; installation of the new PRV; and pouring of the new concrete foundation; removal of the HPU and associated piping; installation and testing of the new HPU system.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

Year: 2014-2015  
Type of Unit: 94.5MW, Vertical Francis Turbine  
Owner: Merced Irrigation District (MID)  
Project: New Exchequer Turbine Overhaul and Face Plate Refurbishment  
Reference: Bill Cochran P.E., Hydro Manager, (209) 354-2971

#### Description of Work:

This unit suffered from excessive wear of the wicket gate components and failure of the greaseless bushings, which were previous refurbished by MID, in the mid 1990's. TCB was contracted by MID, to perform the emergency refurbishment work in October of 2014, in order to return the Unit to service before the upcoming irrigation season. Working closely with the District's engineering firm, TCB dismantled the turbine components, re-assembled the unit with new and refurbish components. This work included removal of the: draft tube, turbine, bearings, bottom ring, wicket gates and bushings. The wicket gates were refurbished onsite, the facing plates were machined in place, and wicket gate bores were line-bored. TCB also procured and installed new greaseless bushings, and refurbished both of the wicket gate actuators. During re-assembly, the wicket gate actuators were corrected for misalignment and the wicket were set for proper squeeze and height. During unit alignment, the bearing clearances were re-established to OEM specifications, the the unit was successfully returned to service.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

---

Year: 2014  
Type of Unit: 5.8 MW, Horizontal Francis Turbine  
Owner: Pacific Gas & Electric (PG&E)  
Project: Spaulding Powerhouse 3 - Thrust Bearing Repair  
Reference: Tyler Covich, (530) 320-9105

#### Description of Work:

This unit experienced a shutdown due to excessive vibration and bearing temperatures. TCB was initially contracted to provide technical support during the initial investigation, but ended up performing the work to disassemble and make the necessary repairs. This work included: removal and refurbishment of the bearings, replacement of the bearing insulation; replacement of the packing box shaft sleeve; and complete re-alignment of the Unit. Upon final assembly and alignment, the issues related to bearing insulation resistance, vibration and temperature were resolved, and the unit is running smoothly.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2013  
Type of Unit: 3.75 MVA, Vertical Francis Turbine  
Owner: Pacific Gas & Electric  
Project: Spaulding 2 Thrust Bearing Repair  
Reference: Tyler Covich, (530) 320-9105

#### Description of Work:

This Unit experienced a shutdown due to excess bearing temperature. TCB was contracted to perform the disassembly, investigation and perform the necessary repairs. During the investigation, it was found that the thrust bearing suffered a total loss of the lead Babbitt, resulting from a failure of the lube oil system. The work included disassembly and removal of: the rotating exciter, bearing tubs, thrust collar, thrust bearings and guide bearings. Spare thrust bearings were re-installed, and the thrust runner surface was machined. All of the oil tubs and associated piping were cleaned and flushed to remove all of the Babbitt material, which had contaminated the lube system after the failure. The lube oil sump was also enlarged to increase oil capacity, and the Unit was reassembled.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2013  
Type of Unit: 125 MW Vertical unit  
Owner: Pacific Gas & Electric (PG&E)  
Project: Belden Bearing Replacement and Unit Inspection  
Reference: Tom Beene, DeSabra Area Manager, (530) 892-4520

#### Description of Work:

This unit suffered damage to all of its guide bearings. TCB performed the disassembly, investigation, repairs and reassembly of Belden's 125 MW Unit. During the disassembly, all of the "as found" measurements were documented along with observations of the damage found within the bearings. Repairs were made while the rotor was blocked in place, and involved: removal of the thrust block & thrust runner; removal of the oil lines; and removal of all of the guide bearings. Modifications and repairs to the upper & lower guide bearings were performed, and the turbine guide bearing was repaired by hand scraping the Babbitt. All of the oil lines and oil reservoirs were cleaned and flushed, and the bearing oil was filtered. During reassembly, the entire machine was thoroughly cleaned; re-aligned; and new bearing clearances were established. Upon start-up testing, the unit displayed significant improvement across the entire operating range.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

---

Year: 2013  
Type of Unit: 56MW Allis Vertical Francis Turbine  
Owner: Pacific Gas & Electric (PG&E)  
Project: Rock creek Unit 1 Thrust Bearing Replacement  
Reference: Scott Edwards, (559) 865-2416

#### Description of Work:

This unit experienced a shutdown due to excessive thrust bearing temperatures. TCB performed the disassembly, investigation, repairs and reassembly of Rock Creek's Unit 1. During the disassembly, all of the "as found" measurements were documented along with an assessment of the damage found. The repairs were made while the rotor was blocked in place, and involved removal of the: rotating exciter; thrust block & thrust runner; oil lines; and guide bearing covers. Modifications and repairs were made to the thrust block & thrust bearing; and all of the oil lines and oil reservoirs were cleaned and flushed, and the bearing oil was filtered. During reassembly, the entire machine was thoroughly cleaned; re-aligned; and new bearing clearances were established. Following completion of the work, the unit was successfully placed back into service without further issue.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

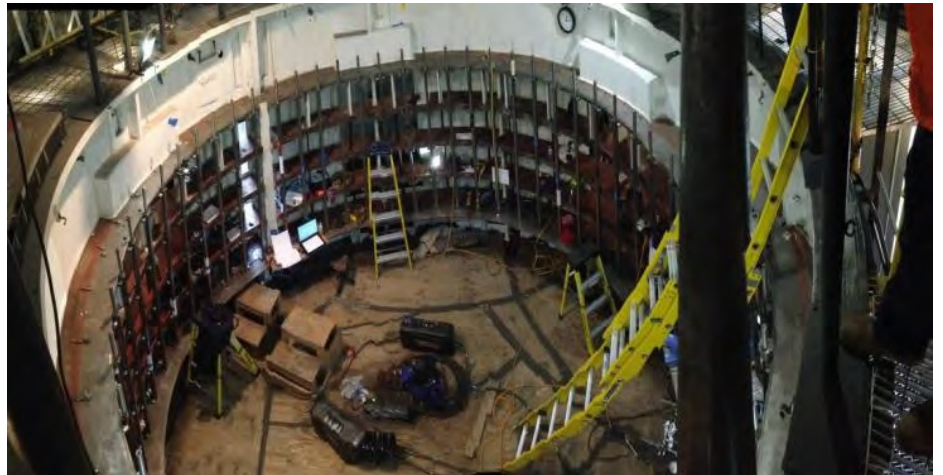
### PROJECT EXPERIENCE

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Year: 2013  
Type of Unit: 95 MW, Vertical Francis Turbine  
Owner: Southern California Edison (SCE)  
Project: Mammoth Pool Powerhouse, Unit 1 - Stator Rebuild  
Reference: Adam Grzeda (Voith), (905) 734-1963; Brian Ward (SCE), (559) 855-9482

#### Description of Work:

Subcontracted through Voith (Canada), TCB provided labor to perform the stator modifications and refurbishment. This work included: disassembly of the generator and removal of the rotor; demolition and removal of the stator windings and core iron; and modification of the stator frame and precision welding of the new key bars. After the modifications to the stator frame were complete, the new stator core was stacked and windings were installed, and then the unit was reassembled.







## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2012-2013  
Type of Unit: 400 MW Vertical Francis, Pump Turbine  
Owner: Pacific Gas & Electric  
Project: Helms Pump Storage Unit 2 - Turbine Refurbishment  
Reference: Scott Edwards, (559) 865-2416

#### Description of Work:

TCB was contracted by PG&E to perform the turbine refurbishment on Helms' Unit 2. This work included: disassembly of the wicket gate linkages; raising the shift ring and head cover; removal and refurbishment of the wicket gates; line-boring of the wicket gate bores; installation of new bushings, seal strips and wear pads. Also, both hydraulic servos were removed and new seals and bushings were installed. During reassembly, the head cover was re-indexed and re-dowelled, the unit was aligned, and new clearances were established, and the wicket gate closures were set. Finally, the unit was tested and returned to service without issue.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2012  
Type of Unit: 14.2 MVA, Vertical Francis Turbine  
Project: Kerckhoff 1, Unit 3 - Rotor Field Pole and Stator Winding Refurbishment  
Owner: Pacific Gas & Electric  
Reference: John Moore, Hydro Generations Manager, (559) 855-6112

#### Description of Work:

This unit was disassembled for inspection, to include: the thrust bearing, upper bracket, guide bearings, turbine bearings and rotor. Numerous insulation problems were found and repairs were made, and the field poles were removed and refurbished. After the stator was dry-ice blasted and inspected, several of the wedges were replaced and spot repairs were made to the coil leads, diamond spacers and coil ring supports. . The upper and lower guide bearings and wood stave turbine bearings were also refurbished. The unit was reassembled, aligned, and returned to service.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

---

Year: 2012  
Type of Unit: 55 MW, Vertical Unit  
Owner: Turlock Irrigation District  
Project: Lake Don Pedro Hydroelectric Power Plant Unit 2  
Reference: Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

This unit was partially disassembled for inspection and repairs. This included: removing the bearing covers; taking 'as found' measurements and verifying bearing clearances; removing the turbine and performing cavitation repairs; and realigning the unit. After reassembly, the unit was returned to service with significantly reduced vibration levels.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

---

Year: 2011  
Type of Unit: 404 MW, Vertical Francis Pump Turbine  
Owner: Pacific Gas & Electric  
Project: Helms, Unit 3 - Downstream T.S.V. Seal Replacement  
Reference: Scott Edwards

#### Description of Work:

This work involved disassembly of the valve's spool section, downstream flange, and the existing downstream seal. The valve was then cleaned and prepped for installation of a new seal. After installing the new seal, the flange and spool sections were reinstalled, and clearances were set back to OEM specifications. The valve was tested and returned to service.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2010  
Type of Unit: 5.5 MW, Horizontal Francis Unit  
Owner: Pacific Gas & Electric  
Project: Centerville Unit 1 - Inspection and Rehabilitation  
Reference: Dan Mayberry, (530) 889-3203

#### Description of Work:

This work included disassembly and inspection of the: guide and thrust bearings, downstream packing and shaft sleeve, upstream packing, wicket gates and gate linkage, wicket gate packing, operating ring and mechanical safety lock, head cover, facing plates, and seal rings. The turbine was also removed for cavitation repairs. The unit was then reassembled and returned to service.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2010  
Type of Unit: 72 MW, Vertical Pelton Turbine  
Owner: Tri-Dam Power Authority  
Project: Donnell Powerhouse, Unit 1 - Rewind and Thrust Bearing Upgrade  
Reference: Troy Hammerbeck, (209) 768-7571

#### Description of Work:

TCB provided assistance and technical support to the owner's maintenance crew for: installation of new field poles; reinstallation of the rotor; reassembly of generator support bracket; installation of new thrust bearings and load cells; replacement of miscellaneous tubing and valves associated with the thrust bearing assembly; setting bearing clearances; and final alignment of the unit.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2010

Type of Unit: 1.3 MW, Horizontal Francis Turbine

Owner: Turlock Irrigation District

Project: La Grange Hydroelectric Power Plant, Unit 1 – Unit Refurbishment

Reference: Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

This project involved a complete disassembly of the unit, including: removal of the pre-packaged generator, and shipping offsite for overhaul; disassembly of the turbine, and replacing all of the bushings; relocating and re-dowelling the bottom ring; and modifying the head cover to improve operating pressures. During reassembly, the unit was aligned and the wicket gates were adjusted for proper alignment and squeeze. Final start-up and testing showed marked improvement throughout the entire operating range.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

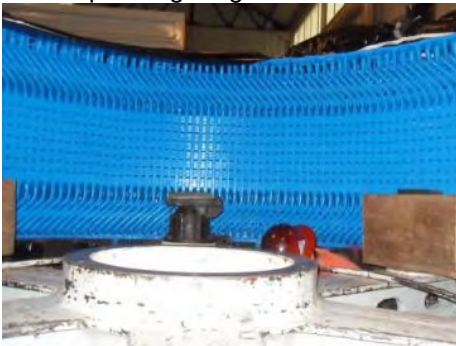
### PROJECT EXPERIENCE

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Year: 2010  
Type of Unit: 3.7 MW Allis Chalmers Vertical Francis Turbine  
Owner: Turlock Irrigation District  
Project: La Grange Hydroelectric Power Plant, Unit 2  
Reference: Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

This unit was completely disassembled, including removal of the rotor, for rewind of the stator. After the rewind was complete, a spacer plate was installed at the thrust bearing to correct turbine and rotor elevations, and the rotor was dynamically balanced. After reassembly, the unit was re-aligned, and demonstrated significant improvement across the entire operating range.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2009-2010  
Type of Unit: 38 MW, Vertical Francis Turbine  
Owner: Turlock Irrigation District  
Project: Lake Don Pedro Hydroelectric Power Plant Unit 4 Overhaul  
Reference: Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

This unit required complete disassembly to determine and correct issues related to high ground-fault tripping. The generator rotor, turbine runner and all bearings were removed. After disassembly, the entire unit generator was thoroughly cleaned, and miscellaneous repairs were made. The unit was reassembled and realigned with the bearing clearance set back to OEM specifications. Other work included installation of a new fan system in the brush ring housing, to prevent oil/carbon contamination of the generator.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2009  
Type of Unit: 2MW, Horizontal Francis Turbine  
Owner: Friant Power Authority  
Project: Friant Power Plant, Unit 2 - Overhaul  
Reference: Lance Darrow, Hydro Operations Manager, (559) 822-2751

#### Description of Work:

This unit was built using a pre-packaged generator assembly. The generator package was removed and shipped offsite for overhaul. The turbine was disassembled, and the runner was removed to perform cavitation repairs. Other work included: replacing the shaft packing sleeve, making repairs to the generator foundation, and installing a new cooling water system. After reassembly, the unit was realigned and the wicket gates were adjusted.





# TCB / INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2008  
Type of Unit: 55 MW Mitsubishi / Toshiba Vertical Francis Turbine  
Owner: Turlock Irrigation District  
Project: Don Pedro Hydroelectric Power Plant Unit 1 Overhaul Reference:  
Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

TCB removed and cleaned the rotor, and disassembled and inspected all of the bearings. The turbine was removed and transported to TCB's shop for cavitation repairs, and rebalancing. Prior to reassembly, both of the operating servos were removed and new seals and rings were installed. Reassembly of the unit included: installation of a new Farval grease system; refurbishment of the brake assemblies; rebalancing of the rotor; installation of new rotor leads; and installation of a new cooling water temperature monitoring system. Following reassembly and alignment, the unit was returned to service with significantly reduced vibration levels.





# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2007  
Type of Unit: 4 MW, Vertical Francis Turbine  
Owner: Turlock Irrigation District  
Project: La Grange Hydroelectric Power Plant Unit 2 - Emergency Rotor Removal and Reinstallation  
Reference: Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

Due to a winding failure, resulting from a leak in the powerhouse roof, TCB performed a complete teardown of this unit, which included removing the rotor, and removing the bearings. After the rewind was complete, TCB reassembled and aligned the unit, and it was returned to service without issue.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

### PROJECT EXPERIENCE

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Year: 2007  
Type of Unit: 4 MW, Vertical Francis Turbine  
Project: La Grange Powerhouse Unit 2 Overhaul  
Owner: Turlock Irrigation District  
Reference: Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

This project involved a complete tear down of the unit and included: replacing the original spring bed thrust bearing with a new self-leveling thrust bearing; disassembling the turbine, wicket gates, and operating ring; replacing the wicket gate, operating ring and gate linkage bushings; removal of the head cover; cleaning the generator rotor and stator; and re-machining of the thrust bearing block to accommodate the new thrust bearing. Following this work, the unit was reassembled, realigned, wicket gates were adjusted, and the unit was returned to service without issue.



# TCB | INDUSTRIAL CONTRACTOR

## HYDROELECTRIC TURBINE OVERHAUL

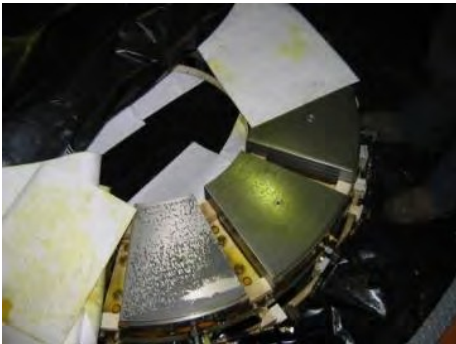
### PROJECT EXPERIENCE

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Year: 2006-2007  
Type of Unit: 55 MW, Vertical Francis Turbine  
Owner: Turlock Irrigation District  
Project: Don Pedro, Unit 3 - Overhaul  
Reference: Marty Rojas, Hydroelectric Department Manager, (209) 765-6171

#### Description of Work:

TCB removed and cleaned the rotor, and disassembled and inspected all of the bearings. The turbine was removed and transported to TCB's shop for cavitation repairs, and then rebalancing. Prior to reassembly, one operating servos was removed, and new seals and rings were installed. Reassembly of the unit included installation of a new Farval grease system, including replacement of all: ball valve, check valves, distribution blocks, and electronic controls.













# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Summer Nicotero

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**SUBJECT:** Hells Half Acre Road Repair Bid Award

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**RECOMMENDED ACTION:** Discussion and possible action to authorize General Manager to award a bid for roadwork to repair Hells Half Acre Road and to execute all documents related to this project bid

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**BACKGROUND AND/OR HISTORY:**

Hells Half Acre roadway sustained significant damage during the winter of 2017. Tri Dam completed the emergency road repairs. Upon completion Tri Dam agreed to a permanent roadway repair plan with the USFS. Within this plan Tri Dam was condition on three steps in addition to the repair work.

1. Tri Dam must proceed with the State Historic Preservation (SHPO) process to ensure preservation of cultural sites.
2. Tri Dam must complete a National Environmental Policy Act (NEPA) process.
3. Once steps 1 and 2 have been completed, the Forest Supervisor will assign the appropriate operational level for Forest Road 5N95.

Tri Dam has completed the required steps and offered the work to public bidding.

Three bids were received, as follows:

- |                                 |           |
|---------------------------------|-----------|
| 1. Njirich and Sons             | \$451,000 |
| 2. SCCI General Engineering     | \$585,363 |
| 3. Sierra Mountain Construction | \$632,100 |

Staff recommends the board authorize the General Manager to award the bid to Njirich and Sons and to execute all documents related to the project.

**FISCAL IMPACT:** 1-2-01-91-69101 \$451,000 included in 2023 budget

**ATTACHMENTS:** Njirich Bid Documents  
SCCI Bid Documents  
SMCI Bid Documents

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**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) Weststeyn (Yes/No) Spyksma (Yes/No)

Nyrich & Sons Inc

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**SECTION 00530**

**BID**

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Bid Opening: 2:30 p.m.  
on Monday, October 16, 2023

In response to your call for bids, the undersigned (also referred to as "Bidder") having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents.

In the following Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern.

**Unit Quantities**

The Owner reserves the right to adjust unit quantities to greater or lesser than twenty-five percent (25%) of the estimated quantities without change to the Contractor's Bid Unit Price.

**Mobilization/Demobilization Costs**

Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price for Bid Items 1A and 1B. The combined mobilization and demobilization bid amount shall not exceed fifteen percent (15%) of the total bid amount. The demobilization bid amount shall be equal to or greater than twenty-five percent (25%) of the mobilization bid amount.

**TRI-DAM PROJECT  
Hells Half Acre Road Improvements  
Schedule of Baseline Bid Prices**

Bid Item	Bid Item Description	* Estimated Quantity	Unit	Unit Price	Unit Price Extension
<b>1. Mobilization and Demobilization</b>					
1A	Site Mobilization	1	LS	\$33,458.00	\$ 33,458.00
1B	Site Demobilization	1	LS	\$21,664.00	\$ 21,664.00
<b>1. Subtotal Mobilization and Demobilization</b>					<b>\$ 55,122.00</b>

<b>2. Environmental Protection</b>					
2A	Environmental Protection	1	LS	\$22,991.00	\$ 22,991.00
<b>2 Subtotal Environmental Protection</b>					<b>\$ 22,991.00</b>

<b>3. Site Work</b>					
3A	Demolition, Clear, Grub and Remove Trees	1	LS	\$85,785.00	\$ 85,785.00
3B	Site Grading	1	LS	\$206,764.00	\$ 206,764.00
3C	Roadway Finish Grading	1	LS	\$ 11,346.00	\$ 11,346.00
3D	Rip Rap	1	LS	\$ 19,292.00	\$ 19,292.00
3E	Culverts	2	EA	\$24,000.00	\$ 48,000.00
3F	Signage	1	LS	\$ 1,700.00	\$ 1,700.00
<b>3 Subtotal – Site Work</b>					<b>\$ 372,887.00</b>

\*Notes:

1. LS – Lump sum
2. EA – Each

**TRI-DAM PROJECT**  
**HELLS HALF ACRE ROAD IMPROVEMENTS**  
**TUOLUMNE COUNTY, CALIFORNIA**

<b>Subtotal – Items 1 through 3</b>		
<b>1</b>	<b>Mobilization and Demobilization</b>	<b>\$ 55,122.00</b>
<b>2</b>	<b>Environmental Protection</b>	<b>\$ 22,991.00</b>
<b>3</b>	<b>Site Work</b>	<b>\$ 372,887.00</b>
<b>Total Base Bid Price (in words)</b> <b>four hundred fifty one thousand dollars</b> <hr/>		
<hr/> <b>Dollars</b>		<b>\$ 451,000.00</b>

**SECTION 00550**

**BIDDER'S RESPONSIBILITY STATEMENT**

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1. SCOPE OF THIS STATEMENT

In order to allow the Tri-Dam Project (TDP) to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. TDP shall use the information contained in this Statement for the sole purpose of determining the Bidder's responsibility. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8 below. Failure to list or submit these items with the Bid may be used by the Owner to find the bid Non-Responsive per Section 00300 Articles 2.A and 6.G.

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name?

35 years

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- b. Does any of the Bidder's experience listed in this document refer to work performed under a different business name? If so, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

No

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- c. Does any of the Bidder's experience listed in this document refer to work performed by a current employee(s) while employed under a different business name? If so, list (1) the different business name(s), (2) the employee(s) role in the work experience, (3) the employee(s) role under the present business name, and (4) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).

No

---

- d. Does any of the Bidder's experience listed in this document refer to work performed by a subcontractor to the Bidder? If so, list (1) the subcontractor business name, (2) the subcontractor's role in the work experience, and (3) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).

No

---



3. CURRENT WORK IN PROGRESS

- a. How many construction projects, which are currently under construction, is the Bidder under contract to perform?

6

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- b. What is the total dollar amount of the construction contracts listed in Section 3.a. above?

\$ 11,800,000.00

---

- c. How many construction contracts listed in Section 3.a. are:

- (i). In an amount of \$250,000 or less?

1

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- (ii). In an amount between \$250,001 and \$500,000?

0

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- (iii). In an amount between \$500,001 and \$1,000,000?

0

---

- (iv). In an amount over \$1,000,000?

5

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- (v). List the name of the project and a client contact person, with telephone number, for three current active projects referred to in Section 3.c above.

Project Name: Chicken Ranch Fire Station

Contract Amount: \$ 249,234.00

Client Contact: Boyer Construction

Name and Phone: Robert Boyer / 209.586.5010

Email: robert@boyerbuild.com

Project Name: Twain Harte Meadows Park Project

Contract Amount: \$ 1,117,146.00

Client Contact: Twain Harte Community Services District

Name and Phone: Tom Trott / 209.586.3172

Email: ttrott@twainhartecsd.com

Project Name: Chicken Ranch Wastewater Treatment Plant - Design Build

Contract Amount: \$ 1,395,273.00

Client Contact: Fluid Resource Management

Name and Phone: Keith Johnson / 805.597.7100 ext 135

Email: keith@frm-ops.com

4. COMPLETED WORK

Provide the requested information set forth below for the: (1) three most recent projects completed with a cost above \$250,000 (do not list any projects listed in 3.c.(v) above); (2) earthmoving projects where the work has been accepted that includes a minimum of 1,000 cubic yards of material, within the last 5 years.

- a. Three most recent projects completed above \$250,000:

Project Name: Cottonwood Road Emergency Slide and Culvert Repair - Storm Event 03/30/2023

Project Description: Emergency mobilization to cleanup and reopen washed out road  
Offhaul unsuitable material, removal of failed culvert, cleaned off slope, installed new culvert  
and repaved roadway. Excavation work 2200 CY

Contract Amount: \$ 320,666.00

Date Completed: May 2023

Contact Person: Mike Cognito

Contact Person's Phone: 209.352.5950

Email: mcognetti@co.tuolumne.ca.us

Project Name: Chicken Ranch Rancheria - Roundabout at HWY 108 and Mackey Ranch Rd

Project Description: Intersection improvement consisting of roadway excavation  
drainage installation, utility installation, concrete work, construct of circular  
intersection configuration, lighting, asphalt and erosion control devices. Excavation  
of nearly 4,000 CY.

Contract Amount: \$ 5,100,000.00

Date Completed: June 2023

Contact Person: Allen Franklin

Contact Person's Phone: 209.984.4806

Email: \_\_\_\_\_

Project Name: Mackey Ranch Road Realignment/Extension

Project Description: Construction of new quarter mile, 45 ft wide, 2 lane roadway.  
Rock excavation through controlled blasting, storm drainage installation, rip rap,  
grading, installation of concrete drain inlet structures, various wet and dry utilities installed.  
Pavement work and various erosion control features installed.

Contract Amount: \$ 2,409,000.00

Date Completed: July 2021

Contact Person: Lloyd Mathiesen

Contact Person's Phone: 209.984.4806

Email: \_\_\_\_\_

- b. Three most recent earthmoving projects where the work has been accepted that include a minimum of 1,000 cubic yards of material:

Project Name: Buchanan Road Emergency Slide Repair - Storm Event 01/06/2023

**TRI-DAM PROJECT  
HELLS HALF ACRE ROAD IMPROVEMENTS  
TUOLUMNE COUNTY, CALIFORNIA**

**Project Description:** Emergency mobilization to cleanup and off haul rock slide  
debris. Removal and grooming of future rock debris along the steep uphill slope.

**Approximate cubic yards:** 2100 CY

**Contract Amount:** \$ 135,239.00

**Date Completed:** 01/20/2023

**Contact Person:** Mike Cognetti

**Contact Person's Phone:** 209.352.5950

**Email:** mcognetti@co.tuolumne.ca.us

**Project Name:** Chicken Ranch Wastewater Treatment Ponds

**Project Description:** Excavation of nearly 100,000 CY to construct  
two future retention ponds. Erosion control devices installed.

**Approximate cubic yards:** 100,000 CY

**Contract Amount:** \$ 3,650,000.00

**Date Completed:** May 2023

**Contact Person:** Allen Franklin

**Contact Person's Phone:** 209.984.4806

**Email:** \_\_\_\_\_

**Project Name:** Berkeley Tuolumne Camp

**Project Description:** Excavation of 13,000 CY in dense rock, construction of  
decomposed pathways, rockery wall installation, finish and sub grade grading .  
Aggregate base rock installation.

Approximate cubic yards: 13,000 CY  
Contract Amount: \$ 2,458,000.00  
Date Completed: June 2022  
Contact Person: Robert Boyer  
Contact Person's Phone: 209.586.5010  
Email: robert@boyerbuild.com

c. CLAIMS HISTORY

d. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five (5) years?

Yes

e. Has your company made any claim (whether mediated, arbitrated, or litigated) against any public entity or claim in the past five (5) years?

No

f. If you answered "yes" to subsections 5.a. or 5.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: Berkeley Tuolumne Camp

Claim Amount: Unknown at this Time

Other Party Contact: Margaret Wotkyns

Name and Phone: Fetto Law Group / 925.944.4955

Explanation: Please see attachment

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 8 below).





## Njirich & Sons, INC.

19970 Kelly Dr · Sonora, CA 95370

Phone: 209-533-2268

License #:573731

### Explanation

Njirich & Sons, Inc (N&S) was a subcontractor to a Boyer Construction on the rebuild of the Berkeley Tuolumne Camp Project. Project is located in Groveland, CA off of Hardin Flat Rd. Margaret Wotkyns is not only currently suing N&S, but along with City of Berkeley, Sonora City, Friends of Berkeley Tuolumne Camp, County of Tuolumne and Groveland Community Service District. Wotkyns is claiming that Defendant and their agents or employees spread gravel over a manhole which created an unsafe walking surface. Wotkyns stepped in the gravel, lost her footing and landed on her sacrum. Wotkyns sustained a fractured sacrum, as well as hip and low back pain. The incident occurred on 8/29/2022.

N&S had a completion of project in June of 2022 for their portion of work and was off site completely by June of 2022. N&S was only contracted to perform rough grading, finish roadways and DG Pathways. N&S was not contracted to install or backfill any Manholes. That work was done after N&S was off project and such work was completed by another contractor hired by the General Contractor of the project. Even though this case is new and on-going, N&S and its legal team are confident we are not the appropriate target of this frivolous claim.

6. CONTRACT TERMINATION

- g. Has your company ever been terminated by a public entity or client, or rejected from bidding on a public works project in the last five (5) years?

No. If yes, provide an explanation below:

Project Name: \_\_\_\_\_

Public Entity/Client Contact

Name and Phone: \_\_\_\_\_

Date of Termination/Rejection: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 8 below).

7. COMPLETION BY SURETY

- h. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years?

No. If yes, provide an explanation below:

Project Name: \_\_\_\_\_

Surety Contact

Name and Phone: \_\_\_\_\_

Date of Surety Took Over: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 8, below).

8. ADDITIONAL PAGES

The Bidder is required to provide and declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements, including but not limited to items listed in Section 00300 – Instructions for Bidders, Item 9 – Responsibility of Bidder, and Item 12 – Subcontractor and Supplier. Failure to submit these items with the Bid may be used by the Owner to find the bid Non-Responsive per Section 00300 Articles 2.A and 6.G. The Owner may request and Bidder shall provide within 5 days additional information from Bidder when considering Responsibility per Section 00300 Article 9.

- a. Baseline Schedule
- b. Experience Modification Rate
- c. Description of similar project experience (completed or in-progress)
- d. Describe and list additional pages attached:

Attachment A contains:

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Preliminary Baseline Schedule

---

Experience Modification Rate Letter

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Description of similar projects

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9. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

10. Bidder shall provide proof of public works Contractor registration with the California Department of Industrial Relations (use additional sheets if necessary).

25

\_\_\_\_\_  
(List Pages)

SCCI

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**SECTION 00530**

**BID**

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Bid Opening: 2:30 p.m.  
on Monday, October 16, 2023

In response to your call for bids, the undersigned (also referred to as "Bidder") having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents.

In the following Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern.

**Unit Quantities**

The Owner reserves the right to adjust unit quantities to greater or lesser than twenty-five percent (25%) of the estimated quantities without change to the Contractor's Bid Unit Price.

**Mobilization/Demobilization Costs**

Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price for Bid Items 1A and 1B. The combined mobilization and demobilization bid amount shall not exceed fifteen percent (15%) of the total bid amount. The demobilization bid amount shall be equal to or greater than twenty-five percent (25%) of the mobilization bid amount.

**TRI-DAM PROJECT  
Hells Half Acre Road Improvements  
Schedule of Baseline Bid Prices**

Bid Item	Bid Item Description	* Estimated Quantity	Unit	Unit Price	Unit Price Extension
<b>1. Mobilization and Demobilization</b>					
1A	Site Mobilization	1	LS	\$ 9,019.00	\$ 9,019.00
1B	Site Demobilization	1	LS	\$ 9,019.00	\$ 9,019.00
<b>1. Subtotal Mobilization and Demobilization</b>					<b>\$ 18,038.00</b>

<b>2. Environmental Protection</b>					
2A	Environmental Protection	1	LS	\$ 38,865.00	\$ 38,865.00
<b>2 Subtotal Environmental Protection</b>					<b>\$ 38,865.00</b>

<b>3. Site Work</b>					
3A	Demolition, Clear, Grub and Remove Trees	1	LS	\$ 37,591.00	\$ 37,591.00
3B	Site Grading	1	LS	\$ 183,135.00	\$ 183,135.00
3C	Roadway Finish Grading	1	LS	\$ 220,589.00	\$ 220,589.00
3D	Rip Rap	1	LS	\$ 11,587.00	\$ 11,587.00
3E	Culverts	2	EA	\$ 32,595.50	\$ 65,191.00
3F	Signage	1	LS	\$ 10,367.00	\$ 10,367.00
<b>3 Subtotal – Site Work</b>					<b>\$ 528,460.00</b>

**\*Notes:**

1. LS – Lump sum
2. EA – Each



**TRI-DAM PROJECT  
HELLS HALF ACRE ROAD IMPROVEMENTS  
TUOLUMNE COUNTY, CALIFORNIA**

<b>Subtotal – Items 1 through 3</b>		
<b>1</b>	<b>Mobilization and Demobilization</b>	<b>\$ 18,038.00</b>
<b>2</b>	<b>Environmental Protection</b>	<b>\$ 38,865.00</b>
<b>3</b>	<b>Site Work</b>	<b>\$ 528,460.00</b>
<b>Total Base Bid Price (in words)</b>		
<hr/> <p style="text-align: center;">five hundred eighty five thousand, three hundred sixty three</p> <hr/> <p style="text-align: center;"><b>Dollars</b></p>		<b>\$ 585,363.00</b>

Attached hereto and made a part hereof is United States Currency, Cashier's Check, Certified Check or Surety Bond No. Bid Bond in the amount of \$ 20% of \$ 585,362.00 which is not less than ten percent (10%) of the total amount of the total Bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Contract Documents within five (5) days after the Notice-of-Award of the Contract by the Owner.

The undersigned hereby agrees that, in case his Bid is accepted, he will within five (5) days after notice thereof, execute a Contract with the Owner in the form hereto attached and, if required by law, shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the District may award the Contract to the second lowest Bidder and the amount of Bidder's security shall be forfeited to the District.

It is understood by the undersigned that the quantities of material of work specified in the "Notice Inviting Sealed Bids" are estimated and are given only for the purpose of comparing Bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the Owner may award a Contract as the interests of the Owner may dictate.

Attached hereto and made a part of this Bid is a list of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Government Code of the State of California.

Signature: Stacey Ball Date: 10/12/2023  
Owner, Partner or Officer | Attach Notary Acknowledgement  
If Bidder is a Corporation, a Partnership, or a Joint Venture,  
attach evidence of authority to sign If Corp., Seal

Name: Stacey Ball

Title: Vice President

Company: Sierra Communications & Construction, Inc.

Address: P.O. Box 308  
Catheys Valley, Ca. 95306

Contractor's License Number: 798922

DIR Registration Number: 1000026998

Telephone Number: 209-742-4948

**- END OF SECTION 00530 -**

TRI-DAM PROJECT  
HELLS HALF ACRE ROAD IMPROVEMENTS  
TUOLUMNE COUNTY, CALIFORNIA

<u>Portion of Work</u>	<u>Name Sub/Supplier</u>	<u>Business Address</u>	<u>License #</u>	<u>% Work</u>	<u>DIR #</u>
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Signature:   
Owner, Partner or Officer

Name: Stacey Ball

Title: Vice President

Company: Sierra Communications & Construction, Inc.

- END OF SECTION 00540 -

G: Tri-Dam Project-1081 0408122003-Hells Half Acre 601 Reports Specifications DIV 00 00540 List of Subs 20230926.docx

**SECTION 00550**

**BIDDER'S RESPONSIBILITY STATEMENT**

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1. SCOPE OF THIS STATEMENT

In order to allow the Tri-Dam Project (TDP) to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. TDP shall use the information contained in this Statement for the sole purpose of determining the Bidder's responsibility. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8 below. Failure to list or submit these items with the Bid may be used by the Owner to find the bid Non-Responsive per Section 00300 Articles 2.A and 6.G.

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name?

22 years

---

- b. Does any of the Bidder's experience listed in this document refer to work performed under a different business name? If so, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

No.

---

- c. Does any of the Bidder's experience listed in this document refer to work performed by a current employee(s) while employed under a different business name? If so, list (1) the different business name(s), (2) the employee(s) role in the work experience, (3) the employee(s) role under the present business name, and (4) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).

No.

---

- d. Does any of the Bidder's experience listed in this document refer to work performed by a subcontractor to the Bidder? If so, list (1) the subcontractor business name, (2) the subcontractor's role in the work experience, and (3) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).

No.

---

3. CURRENT WORK IN PROGRESS

- a. How many construction projects, which are currently under construction, is the Bidder under contract to perform?

4 (four)

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- b. What is the total dollar amount of the construction contracts listed in Section 3.a. above?

5,307,222.43

---

- c. How many construction contracts listed in Section 3.a. are:

- (i). In an amount of \$250,000 or less?

1 (one)

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- (ii). In an amount between \$250,001 and \$500,000?

1 (one)

---

- (iii). In an amount between \$500,001 and \$1,000,000?

1 (one)

---

- (iv). In an amount over \$1,000,000?

1 (one)

---

- (v). List the name of the project and a client contact person, with telephone number, for three current active projects referred to in Section 3.c above.

Project Name: San Bernadino Class 1 Bike Trail Project

Contract Amount: \$984,460.48

Client Contact: AM Development

Name and Phone: Laura Reynolds, 916-865-7197

Email: laura@amdevelopmentservices.com



Project Name: YOSE 154910B, Temporary Kitchen Facilities at the Ahwahnee Hotel

Contract Amount: \$3,560,760.48

Client Contact: Contracting Officer

Name and Phone: John Fife

Email: john\_fife@nps.gov

Project Name: El Portal Wastewater Treatment Plant Centrifuge Installation Project

Contract Amount: \$203,974.00

Client Contact: Contracting Officer

Name and Phone: Tim Modjeski, 303-819-9916

Email: Tim\_Modjeski@nps.gov

SMCI

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**SECTION 00530**

**BID**

---

Bid Opening: 2:30 p.m.  
on Monday, October 16, 2023

In response to your call for bids, the undersigned (also referred to as "Bidder") having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents.

In the following Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern.

**Unit Quantities**

The Owner reserves the right to adjust unit quantities to greater or lesser than twenty-five percent (25%) of the estimated quantities without change to the Contractor's Bid Unit Price.

**Mobilization/Demobilization Costs**

Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price for Bid Items 1A and 1B. The combined mobilization and demobilization bid amount shall not exceed fifteen percent (15%) of the total bid amount. The demobilization bid amount shall be equal to or greater than twenty-five percent (25%) of the mobilization bid amount.

**TRI-DAM PROJECT**  
**Hells Half Acre Road Improvements**  
**Schedule of Baseline Bid Prices**

Bid Item	Bid Item Description	* Estimated Quantity	Unit	Unit Price	Unit Price Extension
<b>1. Mobilization and Demobilization</b>					
1A	Site Mobilization	1	LS	\$ 74,000.00	\$ 74,000.00
1B	Site Demobilization	1	LS	\$ 18,500.00	\$ 18,500.00
<b>1. Subtotal Mobilization and Demobilization</b>					<b>\$ 92,500.00</b>

<b>2. Environmental Protection</b>					
2A	Environmental Protection	1	LS	\$ 16,000.00	\$ 16,000.00
<b>2 Subtotal Environmental Protection</b>					<b>\$ 16,000.00</b>

<b>3. Site Work</b>					
3A	Demolition, Clear, Grub and Remove Trees	1	LS	\$ 100,000.00	\$ 100,000.00
3B	Site Grading	1	LS	\$ 330,000.00	\$ 330,000.00
3C	Roadway Finish Grading	1	LS	\$ 60,000.00	\$ 60,000.00
3D	Rip Rap	1	LS	\$ 2,000.00	\$ 2,000.00
3E	Culverts	2	EA	\$ 30,000.00	\$ 30,000.00
3F	Signage	1	LS	\$ 1,600.00	\$ 1,600.00
<b>3 Subtotal – Site Work</b>					<b>\$ 523,600.00</b>

**\*Notes:**

1. LS – Lump sum
2. EA – Each



**SECTION 00550**

**BIDDER'S RESPONSIBILITY STATEMENT**

---

**1. SCOPE OF THIS STATEMENT**

In order to allow the Tri-Dam Project (TDP) to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. TDP shall use the information contained in this Statement for the sole purpose of determining the Bidder's responsibility. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8 below. Failure to list or submit these items with the Bid may be used by the Owner to find the bid Non-Responsive per Section 00300 Articles 2.A and 6.G.

**2. EXPERIENCE**

a. How many years has the Bidder been performing work as a contractor under the present business name?

18

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b. Does any of the Bidder's experience listed in this document refer to work performed under a different business name? If so, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

No

---

c. Does any of the Bidder's experience listed in this document refer to work performed by a current employee(s) while employed under a different business name? If so, list (1) the different business name(s), (2) the employee(s) role in the work experience, (3) the employee(s) role under the present business name, and (4) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).

No

---

d. Does any of the Bidder's experience listed in this document refer to work performed by a subcontractor to the Bidder? If so, list (1) the subcontractor business name, (2) the subcontractor's role in the work experience, and (3) the associated work experience project name listed in this document on a separate page (list the additional pages in Section 8 below).

No

---



3. CURRENT WORK IN PROGRESS

- a. How many construction projects, which are currently under construction, is the Bidder under contract to perform?

8

- b. What is the total dollar amount of the construction contracts listed in Section 3.a. above?

\$62,699,597

- c. How many construction contracts listed in Section 3.a. are:

- (i). In an amount of \$250,000 or less?

0

- (ii). In an amount between \$250,001 and \$500,000?

0

- (iii). In an amount between \$500,001 and \$1,000,000?

4

- (iv). In an amount over \$1,000,000?

4

- (v). List the name of the project and a client contact person, with telephone number, for three current active projects referred to in Section 3.c above.

Project Name: HH-1005 San Joaquin Pipeline Valve & Safety Entry Improvements

Contract Amount: \$10,799,504.00

Client Contact: San Francisco Public Utilities Commission

Name and Phone: Kelly Kimes (209) 768-2374

Email: kkimes@swater.org

Project Name: HH-1014 (E) 2023 Storm Damage Emergency Road Repairs

Contract Amount: \$11,541,525.00

Client Contact: San Francisco Public Utilities Commission

Name and Phone: David McCallum (209) 540-3210

Email: dMcCallum@sfgwater.org

Project Name: Toyon Middle School Wastewater Treatment Plant Upgrade

Contract Amount: \$6,287,000.00

Client Contact: WGA Civil Engineering Consultant

Name and Phone: Matt Ospital (209) 754-1824

Email: m.ospital@wganic.com

4. COMPLETED WORK

Provide the requested information set forth below for the: (1) three most recent projects completed with a cost above \$250,000 (do not list any projects listed in 3.c.(v) above); (2) earthmoving projects where the work has been accepted that includes a minimum of 1,000 cubic yards of material, within the last 5 years.

- a. Three most recent projects completed above \$250,000:

Project Name: Caltrans- 10-1R240- HWY 120 Road Stabilization

Project Description: Stabilize eroded slopes and repair  
damaged drainage facilities.

Contract Amount: \$799,092.00

Date Completed: April 26, 2023

Contact Person: Stan Oshita

TRI-DAM PROJECT  
HELLS HALF ACRE ROAD IMPROVEMENTS  
TUOLUMNE COUNTY, CALIFORNIA

Contact Person's Phone: (209) 986-9387

Email: stan.oshita@dot.ca.gov

Project Name: Caltrans 10A2561- HWY 120 Hardin Flat Road Repair

Project Description: Stabilized eroded slopes and repair storm damaged drainage facilities on HWY 120

Contract Amount: \$1,000,000.00

Date Completed: June 23, 2023

Contact Person: Stan Oshita

Contact Person's Phone: (209) 896-9387

Email: stan.oshita@dot.ca.gov

Project Name: ELB 10-1N6104 Stanislaus County

Project Description: Repair damaged slopes, slope paving, removed and replaced fencing & hydroseeding.

Contract Amount: \$6,899,900.00

Date Completed: July 7, 2023

Contact Person: Vincent Ladio

Contact Person's Phone: (209) 609-4905

Email: vincent.ladio@dot.ca.gov

- b. Three most recent earthmoving projects where the work has been accepted that include a minimum of 1,000 cubic yards of material:

Project Name: Caltrans 10-0Y2104 Peaceful Oak Road Bypass

**TRI-DAM PROJECT  
HELLS HALF ACRE ROAD IMPROVEMENTS  
TUOLUMNE COUNTY, CALIFORNIA**

Project Description: Excavation of new on and off ramp from HWY 108 including drainage & bridge extension. Construct on and off ramp and widen bridge from 0.3 mile west of Peaceful Oak Road to 0.5 mile east of Peaceful Oak Road

Approximate cubic yards: 20,674

Contract Amount: \$8,421,653.86

Date Completed: September 15, 2023

Contact Person: Stan Oshita

Contact Person's Phone: (209) 986-9387

Email: stan.oshita@dot.ca.gov

Project Name: MID Northside Canal Flume No. 7 Replacement Project

Project Description: Demolition of existing flume & construction of new shotcrete lined canal.

Approximate cubic yards: 37,841

Contract Amount: \$1,845,635.00

Date Completed: March 31, 2021

Contact Person: Jake Feriani

Contact Person's Phone: (209) 768-4654

Email: jbferiani@ppeng.com

Project Name: Beardsley Abay Phase 2 Maintenance Project

Project Description: Work included earthwork, sheet pile work, & replacement of decking & crib structure timbers.

Approximate cubic yards: 2,150

Contract Amount: \$1,735,120.25

Date Completed: October 31, 2020

Contact Person: Jarom Zimmerman

Contact Person's Phone: (209) 965-3996

Email: jzimmerman@tridamproject.com

c. CLAIMS HISTORY

- d. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five (5) years?

Yes

- e. Has your company made any claim (whether mediated, arbitrated, or litigated) against any public entity or claim in the past five (5) years?

Yes

- f. If you answered "yes" to subsections 5.a. or 5.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: See attached document

Claim Amount: \_\_\_\_\_

Other Party Contact: \_\_\_\_\_

Name and Phone: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 8 below).

6. CONTRACT TERMINATION

- g. Has your company ever been terminated by a public entity or client, or rejected from bidding on a public works project in the last five (5) years?

Yes. If yes, provide an explanation below:

Project Name: 2020 Fires: Debris Removal & Hazard Tree Removal Services

Public Entity/Client Contact

Name and Phone: David Mitchell (925) 449-5875

Date of Termination/Rejection: August 12, 2021

Explanation: See attached explanation

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If more than one (1), describe on additional sheet (see Section 8 below).

7. COMPLETION BY SURETY

- h. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years?

No. If yes, provide an explanation below:

Project Name: N/A

Surety Contact

Name and Phone: N/A

Date of Surety Took Over: N/A

Explanation: N/A

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If more than one (1), describe on additional sheet (see Section 8, below).



**8. ADDITIONAL PAGES**

The Bidder is required to provide and declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements, including but not limited to items listed in Section 00300 – Instructions for Bidders, Item 9 – Responsibility of Bidder, and Item 12 – Subcontractor and Supplier. Failure to submit these items with the Bid may be used by the Owner to find the bid Non-Responsive per Section 00300 Articles 2.A and 6.G. The Owner may request and Bidder shall provide within 5 days additional information from Bidder when considering Responsibility per Section 00300 Article 9.

- a. Baseline Schedule
- b. Experience Modification Rate
- c. Description of similar project experience (completed or in-progress)
- d. Describe and list additional pages attached: \_\_\_\_\_

Explanations to questions 5.a-c & 6.a

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**9. PENALTY OF PERJURY**

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

- 10. Bidder shall provide proof of public works Contractor registration with the California Department of Industrial Relations (use additional sheets if necessary).

\_\_\_\_\_ 20-21 \_\_\_\_\_ (List Pages)

TRI-DAM PROJECT  
HELLS HALF ACRE ROAD IMPROVEMENTS  
TUOLUMNE COUNTY, CALIFORNIA

The undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder and have caused this document to be executed by setting hereto their names, titles and signatures.

Signature:  Date: October 16, 2023  
Owner, Partner or Officer If Corp, Seal

Name: Douglas J. Benton

Title: President

Company: Sierra Mountain Construction, Inc.

Address: 19500 Nugget Blvd  
Sonora, CA 95370

Telephone: (209) 928-1900

- END OF SECTION 00550 -

G:\Tri-Dam Project-4081\0408122003-Hells Half Acre\601 Reports\Specifications\DIV 00\00550 Bidders Responsibility 20230926.docx

# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Summer Nicotero

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**SUBJECT: Discussion and Consideration of Claim Submitted by Corren & Corren on behalf of Vera Whittenburg**

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**RECOMMENDED ACTION:** Staff Recommends Rejecting the Claim Submitted by Corren & Corren on behalf of Vera Whittenburg

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**BACKGROUND AND/OR HISTORY:**

A claim was filed against the Tri Dam Project on behalf of Vera Whittenburg, a former employee. The Tri Dam Project received the claim on October 30. Staff recommends rejecting the claim.

**FISCAL IMPACT:** None

**ATTACHMENTS:** None

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**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: November 16, 2023

Staff: Summer Nicotero

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## 2023 IBEW Incentive Program

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### Background Summary:

Article 21.2 of the Memorandum of Understanding (MOU) between the IBEW and Tri-Dam provides that represented employees of the Project be entitled to a wage bonus each year based on not exceeding a cumulative number of hours for unplanned or forced outages. The total bonus amount is calculated based on the number of eligible employees.

The basis of the plan establishes a threshold of 200 hours or less for unplanned outages per year. The time period is December 1 through November 30. If unplanned outages do not exceed 200 hours then the total incentive bonus amount is divided equally amongst the eligible, represented employees.

If unplanned outages exceed 200 hours, the bonus is reduced by 10% for each 24-hour period of outage time exceeding the 200-hour threshold. Therefore, if an outage or combination of outages exceeds 8.3 days the bonus is reduced by 10% for each 24-hour period.

The cumulative hourly amount of unplanned outages in the period of December 1, 2022 through November 8, 2023 is as follows:

	<u>2023</u>	<u>2022</u>
Donnells Powerhouse:	13.54 hours	1.43 hours
Beardsley Powerhouse:	2.43 hours	11.19 hours
Tulloch Powerhouse:	12.51 hours	2.26 hours
Sandbar Powerhouse:	9.02 hours	0.00 hours
Total Unplanned outage time:	38.30 hours	15.28 hours

The total unplanned outage hours are projected to be less than the threshold of 200 hours, and thus the entire bonus of \$32,000 is payable, barring any major outages for the remainder of November. A bonus payment of \$1,882.35 will be made to each of the 17 eligible represented employees. Incentive Bonus payments were made in 2011 – 2017, 2019, 2020, 2021, 2022 and were not made in 2009, 2010 and 2018 due to the Donnells Powerhouse generator failure and the Donnells thrust bearing failure.

## OUTAGES 2023

### Donnells

Start Time	End Time	Down Time Cause
5/9/23 20:50	5/10/23 10:44	13:54:00 159x Relay Malfunction

<b>TOTAL FORCED</b>	<b>13:54:00</b>
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### Beardsley

Start Time	End Time	Down Time Cause
3/1/23 18:21	3/1/23 21:04	2:43:00 Govoner Trouble

<b>TOTAL FORCED</b>	<b>2:43:00</b>
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### Sandbar

Start Time	End Time	Down Time Cause
9/10/23 3:30	9/10/23 12:32	9:02:00 Brake Coil Failure

<b>TOTAL FORCED</b>	<b>9:02:00</b>
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### Tulloch

Start Time	End Time	Down Time Cause
12/12/2022 7:39	12/12/2022 7:40	0:01:00 #3 Thrust Bearing High Temp
7/5/23 18:06	7/5/23 18:16	0:10:00 #3 Comm Failure
7/6/23 8:30	7/6/23 9:00	0:30:00 #3 Comm Failure Repair
8/18/23 0:32	8/18/23 11:07	10:35:00 #1 Intake Gate Creep
8/25/23 12:54	8/25/23 14:30	1:36:00 #3 Thrust Bearing RTD Failure

<b>TOTAL FORCED</b>	<b>12:52:00</b>
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<b>TOTAL OUTAGE HOURS</b>	<b>38:31:00</b>
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# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Summer Nicotero

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**SUBJECT: Fiscal Year 2024 Proposed Budget**

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**RECOMMENDED ACTION: No Action; Presentation and Discussion of 2024 Proposed Budget**

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## **BACKGROUND AND/OR HISTORY:**

The Fiscal Year 2024 Budget was developed based on an above average water year. The estimate is 70% of the operating revenue projected for 2023. Our new contract with SVP goes into effect in January of 2024. Our price per MWh at Donnells will increase to \$81 and to \$86 for all other plants. In addition, we expect approximately \$400K in ancillary services revenue and approximately \$4.0M in resource adequacy revenue. This estimate is conservative and is subject to change for final budget approval.

The operating budget reflects an increase of \$720K. The main drivers are increased payroll expense (\$453K), the addition of consulting support from a Chief Dam Safety Engineer (\$300K), and insurance premiums (\$532K) offset by reductions in consulting and contracted expenses. Labor and overhead (benefits) reflects an increase of approximately \$453K. This is attributed to an expected annual IBEW negotiated increase as well as a cost-of-living adjustment.

The non-operating budget reflects an increase of approximately \$1.7M. This increase is mainly due to anticipated FEMA reimbursement for the storm damaged road repairs (\$1.5M).

**FISCAL IMPACT:** Proposed net income of \$22.4M, an increase of \$8M over prior year budget

**ATTACHMENTS:** Proposed 2024 Budget

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**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) Holmes (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)





## Tri-Dam Project 2024 Proposed Budget

	2021 Actual	2022 Actual	Amended 2023 Budget	2023 Projection	2024 Proposed Budget	Change from 2023 Amended Budget	Change from 2023 Projection		
<b>Operating Revenues</b>									
1	\$ 23,687,766	27,782,378	26,000,000	\$ 47,000,000	\$ 32,900,000	\$ 6,900,000	27%	\$ (14,100,000)	-30%
2	376,770	397,836	360,000	400,000	416,000	56,000	16%	16,000	4%
3	<b>24,064,536</b>	<b>28,180,214</b>	<b>26,360,000</b>	<b>47,400,000</b>	<b>33,316,000</b>	<b>6,956,000</b>	<b>26%</b>	<b>(14,084,000)</b>	<b>-30%</b>
<b>Operating Expenses</b>									
4	2,198,025	2,248,850	2,688,100	1,991,390	3,141,017	452,917	17%	1,149,627	58%
5	(507,942)	3,865,338	1,783,900	1,440,035	1,873,095	89,195	5%	433,060	30%
6	689,869	851,687	1,037,500	852,678	1,233,150	195,650	19%	380,472	45%
7	546,719	711,785	1,669,880	1,449,153	1,860,000	190,120	11%	410,847	28%
8	2,907,499	2,845,042	3,190,700	2,495,495	2,902,500	(288,200)	-9%	407,005	16%
9	2,122,667	2,311,361	2,250,000	2,252,000	2,331,000	81,000	4%	79,000	4%
10	<b>7,956,837</b>	<b>12,834,063</b>	<b>12,620,080</b>	<b>10,480,751</b>	<b>13,340,762</b>	<b>720,682</b>	<b>6%</b>	<b>2,860,012</b>	<b>27%</b>
11	<b>16,107,699</b>	<b>15,346,151</b>	<b>13,739,920</b>	<b>36,919,249</b>	<b>19,975,238</b>	<b>6,235,318</b>		<b>(16,944,012)</b>	
<b>Nonoperating Revenues (Expenses)</b>									
13	-	2,150,500	-	-	-	-	0%	-	0%
14	149,546	-	-	-	-	-	0%	-	0%
15	178,731	156,021	200,000	200,000	200,000	-	0%	-	0%
16	(25,840)	(242,615)	133,000	171,730	314,000	181,000	136%	142,270	83%
17	23,550	29,250	14,000	31,000	25,000	11,000	79%	(6,000)	-19%
18	88,771	89,356	98,000	136,500	138,000	40,000	41%	1,500	1%
19	198,780	212,058	240,000	200,000	1,750,000	1,510,000	629%	1,550,000	775%
20	24,048	26,078	-	23,000	-	-	0%	(23,000)	-100%
21	28,568	8,416	10,000	8,683	9,000	(1,000)	-10%	317	4%
22	<b>666,154</b>	<b>2,429,064</b>	<b>695,000</b>	<b>770,913</b>	<b>2,436,000</b>	<b>1,741,000</b>	<b>251%</b>	<b>1,665,087</b>	<b>216%</b>
22	<b>\$ 16,773,853</b>	<b>\$ 17,775,215</b>	<b>\$ 14,434,920</b>	<b>\$ 37,690,162</b>	<b>\$ 22,411,238</b>	<b>\$ 7,976,318</b>	<b>55%</b>	<b>\$ (15,278,924)</b>	<b>-41%</b>



## Tri-Dam Project Detailed Revenues 2024 Proposed Budget

	2021 Actual	2022 Actual	Amended 2023 Budget	2023 Actuals Through 10/31/2023	2023 Projection	2024 Proposed Budget	Change from 2023 Adopted Budget		Change from 2023 Projection	
<b>Operating Revenues</b>										
1 Power Sales	\$ 23,687,766	\$ 27,782,378	\$ 26,000,000	\$ 43,331,097	\$ 47,000,000	\$ 32,900,000	6,900,000	27%	(14,100,000)	-30%
2 Headwater Benefit	376,770	397,836	360,000	300,000	400,000	416,000	56,000	16%	16,000	4%
<b>3 Total Operating Revenues</b>	<b>24,064,536</b>	<b>28,180,214</b>	<b>26,360,000</b>	<b>43,631,097</b>	<b>47,400,000</b>	<b>33,316,000</b>	<b>6,956,000</b>	<b>26%</b>	<b>(14,084,000)</b>	<b>-30%</b>
<b>Nonoperating Revenues (Expenses)</b>										
4 Lawsuit Settlement Proceeds	-	2,150,500	-	-	-	-	-	0%	-	0%
5 Grant Revenue	149,546	-	-	-	-	-	-	0%	-	0%
6 Water Sales	178,731	156,021	200,000	150,000	200,000	200,000	-	0%	-	0%
7 Interest Income	17,444	98,631	32,000	332,731	482,730	483,000	451,000	1409%	270	0%
8 Investment Earnings	18,719	275,565	121,000	(13,661)	(17,000)	(149,000)	(270,000)	-223%	(132,000)	776%
9 Change in Market Value of Investments	(52,240)	(597,618)	-	123,588	(275,000)	-	-	0%	275,000	-100%
10 Tulloch Encroachment Permits	23,550	29,250	14,000	30,200	31,000	25,000	11,000	79%	(6,000)	-19%
11 Equipment Rental Income	2,400	26,400	27,000	13,500	37,500	39,000	12,000	44%	1,500	4%
12 Rental Income- Strawberry Peak	39,813	25,646	30,000	31,177	38,000	38,000	8,000	27%	-	0%
13 Rental Income- Mt. Elizabeth	46,558	37,310	41,000	50,470	61,000	61,000	20,000	49%	-	0%
14 Reimbursements/Govt Entities	198,780	212,058	240,000	189,700	200,000	1,750,000	1,510,000	629%	1,550,000	775%
15 Gain/(Loss) on Asset Disposal	24,048	26,078	-	51,437	23,000	-	-	0%	(23,000)	-100%
16 Other Nonoperating Revenue	28,568	8,416	10,000	7,583	8,683	9,000	(1,000)	-10%	317	4%
<b>Total Nonoperating Revenues (Expenses)</b>	<b>675,917</b>	<b>2,448,257</b>	<b>715,000</b>	<b>966,724</b>	<b>781,230</b>	<b>2,447,000</b>	<b>1,742,000</b>	<b>244%</b>	<b>1,665,770</b>	<b>213%</b>
<b>Total Revenues</b>	<b>\$ 24,740,453</b>	<b>\$ 30,628,471</b>	<b>\$ 27,075,000</b>	<b>\$ 44,597,821</b>	<b>\$ 48,181,230</b>	<b>\$ 35,763,000</b>	<b>\$ 8,698,000</b>	<b>32%</b>	<b>\$ (12,418,230)</b>	<b>-26%</b>



## Tri-Dam Project Expense Summary 2024 Proposed Budget

		2021 Actual	2022 Actual	Amended 2023 Budget	2023 Projection	2024 Proposed Budget	Change from 2023 Amended Budget		Change from 2023 Projection	
<b>Expenses by Function</b>										
1	Operations	2,683,700	2,555,667	2,334,800	2,230,475	2,913,827	579,027	25%	683,352	31%
2	Maintenance	2,176,619	2,153,398	3,523,880	2,545,463	3,806,700	282,820	8%	1,261,237	50%
3	General & Administrative	973,851	5,813,637	4,511,400	3,452,812	4,289,235	(222,165)	-5%	836,423	24%
4	Depreciation	1,889,135	2,076,903	2,000,000	2,017,000	2,090,000	90,000	5%	73,000	4%
5	Amortization	233,532	234,458	250,000	235,000	241,000	(9,000)	-4%	6,000	3%
6	<b>Total Expenses</b>	<u>7,956,837</u>	<u>12,834,063</u>	<u>12,620,080</u>	<u>10,480,751</u>	<u>13,340,762</u>	<u>720,682</u>	<u>6%</u>	<u>2,860,012</u>	<u>27%</u>
<b>Nonoperating Expenses</b>										
7	Investment Expenses	9,763	19,193	20,000	19,000	20,000	-	0%	1,000	5%
	<b>Total NoOp Revenues (Expenses)</b>	<u>9,763</u>	<u>19,193</u>	<u>20,000</u>	<u>19,000</u>	<u>20,000</u>	<u>-</u>	<u>0%</u>	<u>1,000</u>	<u>5%</u>
<b>Total Expenses</b>		<u>\$ 7,966,600</u>	<u>\$ 12,853,256</u>	<u>\$ 12,640,080</u>	<u>\$ 10,499,751</u>	<u>\$ 13,360,762</u>	<u>\$ 720,682</u>	<u>6%</u>	<u>\$ 2,861,012</u>	<u>27%</u>



## Tri-Dam Project Operations Department Expenses 2024 Proposed Budget

		2021 Actual	2022 Actual	Amended 2023 Budget	2023 Actuals Through 10/31/2023	2023 Projection	2024 Proposed Budget	Change from 2023 Adopted Budget		Change from 2023 Projection	
<b>Operations Summary</b>											
1	Salaries and Wages	1,191,069	1,168,045	864,700	800,687	960,824	1,226,447	361,747	42%	265,623	28%
2	Benefits and Overhead	802,762	535,935	432,600	347,477	416,972	454,230	21,630	5%	37,258	9%
	<b>Operations Dept Labor Exp</b>	<b>1,993,831</b>	<b>1,703,980</b>	<b>1,297,300</b>	<b>1,148,164</b>	<b>1,377,797</b>	<b>1,680,677</b>	<b>383,377</b>	<b>30%</b>	<b>302,881</b>	<b>22%</b>
3	Interconnection Expense 3rd Unit	2,019	2,019	2,400	1,514	2,020	2,400	-	0%	380	19%
4	Powerhouse & Dam utilities	30,570	59,968	51,700	29,657	40,000	45,000	(6,700)	-13%	5,000	13%
5	Dam Monitoring / Surveying	11,000	7,351	11,900	3,000	11,000	15,000	3,100	26%	4,000	36%
6	Powerhouse & Dam Supplies	4,762	2,020	5,700	3,246	5,000	6,000	300	5%	1,000	20%
7	Furnishings & Misc Equipment	1,743	553	2,000	-	1,000	1,000	(1,000)	-50%	-	0%
8	Safety Supplies	14,864	13,534	17,900	12,260	14,500	18,000	100	1%	3,500	24%
9	Site Utilities - (ME,SP,DP only)	44,666	50,845	61,900	37,282	49,709	60,000	(1,900)	-3%	10,291	21%
10	Travel & Conference - Ops	3,125	17,596	40,000	22,397	25,000	55,000	15,000	38%	30,000	120%
11	Dam safety fees	235,657	262,189	275,000	302,810	302,810	330,000	55,000	20%	27,190	9%
12	FERC Admin & Land Fees	170,571	181,018	248,000	146,071	146,071	200,000	(48,000)	-19%	53,929	37%
13	Streamgaging	73,425	74,325	80,000	56,250	75,000	75,000	(5,000)	-6%	-	0%
14	Streamgaging Certification	52,214	52,749	55,000	39,915	55,000	57,750	2,750	5%	2,750	5%
15	USFS permit fees	12,775	75,172	14,000	14,068	14,068	16,000	2,000	14%	1,932	14%
16	Operations Consulting	31,570	51,651	170,000	75,996	110,000	350,000	180,000	106%	240,000	218%
17	Small Tools	908	698	2,000	983	1,500	2,000	-	0%	500	33%
	<b>Non-Labor Operations Exp</b>	<b>689,869</b>	<b>851,687</b>	<b>1,037,500</b>	<b>745,449</b>	<b>852,678</b>	<b>1,233,150</b>	<b>195,650</b>	<b>19%</b>	<b>380,472</b>	<b>45%</b>
	<b>Total Operations Dept Exp</b>	<b>2,683,700</b>	<b>2,555,667</b>	<b>2,334,800</b>	<b>1,893,613</b>	<b>2,230,475</b>	<b>2,913,827</b>	<b>579,027</b>	<b>25%</b>	<b>683,352</b>	<b>31%</b>



## Tri-Dam Project Maintenance Department Expenses 2024 Proposed Budget

	2021 Actual	2022 Actual	Amended 2023 Budget	2023 Actuals Through 10/31/2023	2023 Projection	2024 Proposed Budget	Change from 2023 Adopted Budget		Change from 2023 Projection	
<b>Maintenance Summary</b>										
1	987,558	1,025,577	1,225,200	652,707	783,248	1,286,460	61,260	5%	503,212	64%
2	642,342	416,036	628,800	260,885	313,063	660,240	(31,440)	-5%	(344,503)	-110%
	<b>1,629,900</b>	<b>1,441,613</b>	<b>1,854,000</b>	<b>913,592</b>	<b>1,096,311</b>	<b>1,946,700</b>	29,820	2%	447,400	41%
3	13,817	26,892	34,200	12,822	15,000	40,000	5,800	17%	25,000	167%
4	152,991	96,098	115,000	127,711	160,000	150,000	35,000	30%	(10,000)	-6%
5	11,722	15,815	33,750	21,034	27,000	30,000	(3,750)	-11%	3,000	11%
6	732	826	1,100	944	1,000	1,500	400	36%	500	50%
7	16,165	271	27,825	12,325	15,000	35,000	7,175	26%	20,000	133%
8	-	-	1,000	642	642	1,000	-	0%	358	56%
9	43,551	64,180	67,450	59,247	65,000	75,000	7,550	11%	10,000	15%
10	2,359	87,932	40,000	-	1,000	40,000	-	0%	39,000	100%
11	9,972	10,857	40,000	31,092	31,092	55,000	15,000	38%	23,908	77%
12	16,019	6,475	30,000	4,661	5,500	10,000	(20,000)	-67%	4,500	82%
13	-	1,897	4,500	1,897	2,000	10,000	5,500	122%	8,000	400%
14	84,764	94,096	145,300	90,703	130,000	140,000	(5,300)	-4%	10,000	8%
15	23,565	20,512	25,630	12,415	18,000	20,000	(5,630)	-22%	2,000	11%
16	27,229	26,240	25,000	6,260	8,000	15,000	(10,000)	-40%	7,000	88%
17	10,804	10,883	14,735	7,823	10,000	12,000	(2,735)	-19%	2,000	20%
18	6,471	10,708	13,855	5,424	7,232	8,500	(5,355)	-39%	1,268	18%
19	106,337	144,842	171,395	109,265	145,686	160,000	(11,395)	-7%	14,314	10%
20	5,220	15,282	7,140	6,649	7,000	7,000	(140)	-2%	-	0%
21	15,001	77,980	672,000	58,066	800,000	850,000	178,000	26%	50,000	6%
22	-	-	-	-	-	-	-	0%	-	0%
23	-	-	200,000	-	-	200,000	-	0%	200,000	100%
	<b>546,719</b>	<b>711,785</b>	<b>1,669,880</b>	<b>568,981</b>	<b>1,449,153</b>	<b>1,860,000</b>	<b>190,120</b>			
<b>Maintenance Dept Expenses</b>	<b>2,176,619</b>	<b>2,153,398</b>	<b>3,523,880</b>	<b>1,482,573</b>	<b>2,545,463</b>	<b>3,806,700</b>	<b>219,940</b>		<b>1,420,730</b>	



## Tri-Dam Project Administration Department Expenses 2024 Proposed Budget

		2021	2022	Amended	2023 Actuals		2024	Change from 2023		Change from 2023	
		Actual	Actual	2023	Through	2023	Proposed	Adopted Budget		Projection	
				Budget	10/31/2023	Projection	Budget				
<b>Administration Summary</b>											
1	Salaries and Wages	19,398	55,228	598,200	206,098	247,317	628,110	29,910	5%	380,793	154%
2	Benefits and Overhead	(1,953,046)	2,913,367	722,500	645,416	710,000	758,625	36,125	5%	48,625	7%
	<b>Administration Dept Labor Exp</b>	<b>(1,933,648)</b>	<b>2,968,595</b>	<b>1,320,700</b>	<b>851,514</b>	<b>957,317</b>	<b>1,386,735</b>	<b>66,035</b>	5%	<b>429,418</b>	45%
3	Resource Mgmt USFS Beardsley	164,379	-	175,000	-	-	162,000	(13,000)	-7%	162,000	100%
4	Professional Services Consulting	-	73,122	56,600	101,446	135,000	125,000	68,400	121%	(10,000)	-7%
5	Office & Administrative expense	34,423	41,596	36,500	33,113	36,500	45,000	8,500	23%	8,500	23%
6	Leased Equipment Expense	-	(40)	6,500	2,953	3,937	3,500	(3,000)	-46%	(437)	-11%
7	Professional Dues & Subscriptions	22,989	32,483	35,000	27,955	35,000	35,000	-	0%	-	0%
8	Utilities - Administrative	51,577	52,239	51,000	45,630	60,840	70,000	19,000	37%	9,160	15%
9	Travel & Conference - Admin & Districts	8,663	5,100	24,000	11,083	14,000	20,000	(4,000)	-17%	6,000	43%
10	Meals	6,213	5,560	6,500	2,345	3,500	6,500	-	0%	3,000	86%
11	Drug Testing & Physicals	1,955	184	2,000	2,537	3,000	3,000	1,000	50%	-	0%
12	Computers, Related Supplies & Support	2,997	6,024	12,500	3,854	5,000	15,000	2,500	20%	10,000	200%
13	Telephone	47,056	56,221	62,000	16,429	18,000	5,000	(57,000)	-92%	(13,000)	-72%
14	Data Communication Services	4,351	4,639	5,900	3,523	10,000	40,000	34,100	578%	30,000	300%
15	Website & Network Operation & Maint	54,059	35,231	40,000	43,658	45,000	65,000	25,000	63%	20,000	44%
16	Legal fees - general matters	216,730	314,741	350,000	86,941	100,000	250,000	(100,000)	-29%	150,000	150%
17	Reservoir management - Admin	-	913	-	-	-	-	-	0%	-	0%
18	Auditing services	15,944	11,560	12,500	13,875	13,875	15,000	2,500	20%	1,125	8%
19	Special Consultants/Resource Plans	-	12,867	-	-	-	-	-	0%	-	0%
20	Accounting & Payroll Software	22,151	11,629	12,000	12,211	12,500	13,500	1,500	13%	1,000	8%
21	FERC Part 12 Inspections	75,815	259,841	215,000	13,735	13,735	-	(215,000)	-100%	(13,735)	-100%
22	License Condition Implementation	-	-	-	-	-	-	-	0%	-	0%
23	Tulloch Shoreline Erosion Plan	-	-	250	500	-	-	(250)	-100%	-	0%
24	Tulloch Shoreline Management Plan	-	-	20,000	-	-	-	(20,000)	-100%	-	0
25	Mussel Risk Assmnt, Insp & Monitoring	-	-	-	-	-	-	-	0%	-	0%
26	FERC Cultural Resources	48,660	34,705	24,700	4,574	4,574	10,000	(14,700)	-60%	5,426	119%
27	Fish Study Pubs/Non-Native/Chinook	824,968	787,879	922,000	559,556	765,000	305,000	(617,000)	-67%	(460,000)	-60%
28	USBR Pln of Opr & SWRCB	422,599	-	200,000	149,006	229,006	200,000	-	0%	(29,006)	-13%
29	Labor Relations	-	-	35,000	-	-	60,000	25,000	71%	60,000	100%
30	Insurance premiums	642,370	675,097	693,000	827,026	830,000	1,225,000	532,000	77%	395,000	48%
31	Property and use taxes	16,781	9,760	12,000	20,624	22,000	26,000	14,000	117%	4,000	18%
32	Stanislaus River Basin Plan	13,255	-	-	-	-	-	-	0%	-	0%
33	State Water Rights Fees	35,271	42,989	35,750	18,915	38,415	40,000	4,250	12%	1,585	4%
34	FERC Headwater benefit assessment	105,713	92,799	90,000	69,000	92,000	93,000	3,000	3%	1,000	1%
35	EAP & Other Plan Updates	5,519	1,675	25,000	-	-	50,000	25,000	100%	50,000	100%
36	Legal - District Water Rights	63,061	276,229	30,000	4,613	4,613	20,000	(10,000)	-33%	15,387	334%
37	Washington Advocacy & PR	-	-	-	-	-	-	-	0%	-	0%
		<b>2,907,499</b>	<b>2,845,042</b>	<b>3,190,700</b>	<b>2,075,100</b>	<b>2,495,495</b>	<b>2,902,500</b>	<b>(288,200)</b>	-9%	<b>407,005</b>	16%
	<b>Administrative Dept Expenses</b>	<b>973,851</b>	<b>5,813,637</b>	<b>4,511,400</b>	<b>2,926,614</b>	<b>3,452,812</b>	<b>4,289,235</b>	<b>(222,165)</b>	-5%	<b>836,423</b>	24%



# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Forrest Killingsworth  
SSJID Engineering Manager

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**SUBJECT: Canyon Tunnel – Project Update and Proposed 90% Budget Amendment**

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## RECOMMENDED ACTION:

No action recommended. The OID and SSJID Boards will independently consider formal approvals at their respective board meetings. The staff report is presented to TDP for consistency in processing and documentation.

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## BACKGROUND AND/OR HISTORY:

Development of the 90% Canyon Tunnel design was initiated in January of 2023 which included eight (8) phases of work listed below:

1. Consultation and Coordination
2. Documentation of Existing Conditions
3. Hydrogeology Evaluation
4. 90 Percent Civil Design
5. 90 Percent Geotechnical Design
6. 90 Percent Electrical Design
7. Construction Cost Estimate
8. Geological Data and Geotechnical Baseline Reports

SSJID issued a Professional Services Agreement (“PSA”) to P&P to execute the work on a Time and Materials (“T&M”) basis, not to exceed \$902,000 without formal authorization. The 90% design work is approaching completion; however, additional budget will be required to finalize the design and complete tasks that were not included in the original scope of work. Throughout the design process, additional needs of the project were identified that could not have been anticipated when the 90% design scope was originally developed. As such, P&P has provided a proposed budget increase that will allow the remaining work to be completed and the new tasks to be executed. The proposal includes an explanation regarding areas of work and tasks that were not originally anticipated. The total proposed budget increase amounts to **\$416,450**.

## ANALYSIS:

A summary of the 90% Design budget can be found in [Attachment A](#). The table includes a breakdown of each phase, identifying the following items: phase status; remaining budget; additional budget required; an explanation for the additional budget request; and two recommended new phases.

In general, work that was unanticipated in the original 90% Design proposal is related to:

- additional sub-water surface investigation at the existing Goodwin Diversion required for design.
- Division of Safety of Dams (DSOD) permitting process
- a favorable shift in tunnel alignment to reduce the likelihood of construction change orders.
- design complexity related to TDP operation, intake design, and SCADA components.
- cost estimating in consideration of spoils alternatives and tunnel alignment adjustment.
- development of a Slope Monitoring Plan and survey to enhance construction safety at upstream portal.
- execution of Habitat Mitigation and Monitoring Plan for tree removal mitigation (i.e., tree re-planting).

The pace of design work and the associated billable hours for engineering services are currently peaking. To keep the project design moving without delay, this budget increase will be required by mid-November before remaining funds are extinguished. As such, staff is recommending that each Board consider approval of P&P's proposal as soon as possible (November 7<sup>th</sup> for OID and November 14<sup>th</sup> for SSJID). As of today's date, 11/2/23, staff intend to present the proposal at each districts' board meeting. Subsequently, the design team will proceed with a general project update at the November 16<sup>th</sup> TDP board meeting.

**Schedule Update:**

The 90% design was originally forecasted to be complete in November 2023. The extra work identified above has pushed substantial completion back to December of 2023. However, finalization of the 90% design will likely remain pending until certain terms associated with landowner negotiations are established. Specific areas of negotiation requiring resolution include water service to an adjacent landowner and the destination of the spoils generated from tunnel excavation (onsite or offsite). The critical path for the Canyon Tunnel Project has now been shifted to landowner negotiations and acquisition of property interests. The tentative schedule for remaining tasks is provided below:

- Finalize 90% Design: Spring 2024
- Initiate 100% Design: Spring 2024
- Finalize 100% Design: Summer 2024
- Award Construction Contract: January 2025
- Begin Construction: Spring 2025
- Complete Construction: Spring 2028

**FISCAL IMPACT:**

Approval of the proposal would increase Canyon Tunnel expenditures for the 90% design work by up to **\$416,450**, although expenses will be billed on T&M. SSJID would be responsible for 72% of the cost (\$299,844), and OID for 28% (\$116,606) of the proposed increase.

Accumulated expenditures to date (through September 2023): \$2,772,665.32

**ATTACHMENTS:**

- Attachment A – 90% Budget Summary
- Attachment B – Provost and Pritchard Budget Increase Proposal

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**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)**

# ATTACHMENT A

## Canyon Tunnel - 90% Engineering Design - Budget Update Summary

Phase	Remaining Budget (as of 10/22/23)	Total Budget Needed to Complete	Notes
<b>Phase 1</b> Consultation and Coordination	\$17,000	\$17,000	<i>Status:</i> ongoing; budget remaining despite performing some unanticipated work; additional budget (beyond remaining) not necessary
<b>Phase 2</b> Documentation of Existing Conditions	(\$52,840)	\$0	<i>Status:</i> phase complete; budget exceeded; <i>Explanation:</i> additional documentation and investigation of subsurface conditions involving a bathymetric survey, videography, and 3D laser scans of the existing upstream intake structure were necessary to adequately design the new upstream portal structure. The extra investigation exceeded the phase 2 estimate by <b>\$52,840</b>
<b>Phase 3</b> Hydrogeology Evaluation	\$2,290	\$0	<i>Status:</i> phase complete; budget remaining
<b>Phase 4</b> 90% Civil Design	\$34,900	\$199,200	<i>Status:</i> work ongoing; budget remaining; additional funds necessary to complete; <i>Explanation:</i> work related to investigation with district/TDP staff and design development has required more time than originally estimated. Work related to DSOD permit processing was not originally anticipated.
<b>Phase 5</b> 90% Geostuctural Design	(\$43,300)	\$28,000	<i>Status:</i> work ongoing; budget exceeded; additional funds necessary to complete; <i>Explanation:</i> an unanticipated tunnel alignment adjustment was identified to favorably reduce the risk of construction change orders resulting in additional analysis and ground condition identification. DSOD requests and permitting activities have been required that were not originally anticipated.
<b>Phase 6</b> 90% Electrical Design	\$65,200	\$78,200	<i>Status:</i> work ongoing; budget _____; additional funds necessary to complete; <i>Explanation:</i> TDP involvement, number of required site visits, and complexity of SCADA system exceeded initial expectations.
<b>Phase 7</b> Construction Cost Estimate	\$24,000	\$33,000	<i>Status:</i> work ongoing; budget remaining; additional funds necessary to complete; <i>Explanation:</i> additional estimating required for spoil destination alternatives, tunnel alignment adjustment, and update spoils calculations.
<b>Phase 8</b> Geologic Data and Geotechnical Baseline Reports (GDR & GBR)	(\$3,950)	\$11,900	<i>Status:</i> work ongoing; budget exceeded; additional funds necessary to complete; <i>Explanation:</i> work required to finalize GDR and GBR exceeded the original estimate
<b>Subtotal</b>	<b>\$43,300</b>	<b>\$367,300</b>	

Phase	Remaining Budget (as of 10/22/23)	Total Budget Needed to Complete	Notes
Phase 9 (New) Slope Monitoring at Upstream Intake	\$0	\$67,850	<i>Status:</i> new task; work pending approval; <i>Explanation:</i> during design development we exposed a need to monitor the slope above the intake structure at the upstream portal during construction for safety purposes. Pre-construction survey and development of a monitoring plan is advised as part of the 90% design.
Phase 10 (New) Habitat Mitigation and Monitoring Plan (HMMP)	\$0	\$24,600	<i>Status:</i> new task; work pending approval; <i>Explanation:</i> the Lakebed and Stream Alteration Agreement (LSA) with CDFW required new trees to be planted to mitigate for trees proposed for removal during construction. P&P has developed a proposal to execute the HMMP in advance of construction such that the monitoring period can be facilitated during construction (as opposed to post construction), to maximize efficiency.
<b>Subtotal</b>	<b>\$0</b>	<b>\$92,450</b>	

**Total Budget Needed to Complete    \$459,750**

**Less Total Remaining Budget        \$43,300**

**Proposed Increase    \$416,450**

Project No. 1055-22-008

October 31, 2023

Forrest Killingsworth  
South San Joaquin Irrigation District  
PO Box 747  
Ripon, CA 95366

**Subject: Amendment No. 1 – 90 Percent Design  
Canyon Tunnel Project  
Calaveras County, CA**

Dear Mr. Killingsworth:

Provost & Pritchard Consulting Group (P&P) has prepared this Amendment to continue to provide Design services for the subject project located in Calaveras County, CA. As requested, we are providing this amendment request for your authorization to continue our services.

P&P prepared our 90% Design proposal in November 2022 with assumptions detailed in our proposal based on our understanding at that time of the project demands and requirements. As discussed in our November 2022 proposal, additional needs of the project were identified during the design process that we could not have predetermined and, therefore, additional work scope has been performed that has affected the overall budget of the project.

The scope of each phase is summarized below, and a description of the work completed and the work remaining is included. Our estimated amendment budget is summarized following the scope descriptions.

## Scope of Services

### Phase 1: Consultation and Coordination

This phase has been used for general consultation and coordination as described in our original proposal. This phase also includes DSOD correspondence, coordination and submittals. P&P staff has also been using this phase to coordinate with permitting work and preparing and submitting monthly updates to SSJID for the Board.

Completed work in this phase includes:

- Participate in project kickoff meeting
- Participate in Board meetings as requested
- Prepared application and DSOD fee documentation
- Landowner matrix
- Coordinated study sessions
- Participate in PG&E discussions and considerations (not in original scope)

- Prepared 10 monthly updates with schedule updates for the Board (not in original scope)
- Interaction and submittals to DSOD
- Interaction, coordination and track permitting activity (not in original scope)

We anticipate additional interaction with DSOD and submittals, additional coordination with permitting (401 and 404 permits), additional monthly updates and various consultation services.

Through October 22, 2023, our remaining budget is approximately \$17,000; we do not anticipate additional budget is needed for this phase unless additional scope is added (i.e., landowner negotiation support, public outreach support).

## Phase 2: Documentation of Existing Conditions

Completed work in this phase includes:

- In-person records search at DSOD and request of records
- Site investigation of existing structure performed by divers
- Testing of core samples
- Videography of conditions of existing structures (not in original scope)
- Bathymetric survey (not in original scope)
- 3D laser scans and modeling of upstream intake structure (not in original scope)
- Surveying services

After approval of our budget, the scope of work increased for the diver team and additional 3D laser scan survey work was performed. This phase of work is complete and the budget was exceeded by approximately \$52,840. No additional charges will be charged to this phase.

## Phase 3: Hydrogeology Evaluation

As described in our May 3, 2023 Memo, this phase included compilation and analysis of existing data on wells, evaluation and determination of best piezometers to collect data, site field work to perform testing of the existing piezometers, evaluation of data and preparation of the memo summarizing the findings.

The work in this phase helps support both the Geotechnical Baseline Report and the Geological Data Report, that will be used as contract documents when going to bid on this project.

This work was completed with approximately \$2,290 remaining in the budget. The phase of work is complete and no further charges will be accrued to this phase.

## Phase 4: 90 Percent Civil Design

Civil design includes the structural design components for the upstream portal intake structure, and downstream flume tie-in design. The work for this phase included multiple site meetings with personnel from all three client partners (SSJID, OID and TDP) and interaction to determine the needs and operational requirements of the TDP staff. Additionally, P&P reviewed various water flow data provided by both SSJID and TDP personnel. This phase included hydraulic analysis for the tunnel and downstream canal connection, and ferry design with our subconsultant and design



of landings. Work in this phase also includes design and calculations for the upstream intake concrete lid that will resist potential rockfall impact loads.

P&P is scheduled to have plan set drawings for review by SSJID, OID and TDP on December 18, 2023. After distribution to the districts, P&P will submit the same drawings to DSOD for their on-going review.

Under this phase, we will also be submitting technical specifications. Design memos and reporting will be submitted as part of our final documents.

P&P's budget for this phase has approximately \$34,900 remaining. We have estimated the fees to achieve final 90% design is \$199,200. This amount includes anticipated fees related to both district and DSOD revisions comments.

### Phase 5: 90 Percent Geostructural Design

The work in this phase includes tunnel and surface excavation permanent shoring analyses, design, calculations and reporting, plus geotechnical design criteria for exterior civil structures. During our work in preparing the draft GBR, we had identified a portion of the tunnel that would need to be extended for improved tunneling conditions during construction. This resulted in additional analyses, ground condition identification, and spoils volume.

Design memos will be provided to go with our work and to be included in contract documents for bidding purposes. Our work also includes drawings, specifications, updated geohazard report (also provided to DSOD for review and comment) and rockfall analysis report for DSOD review and comment (not anticipated in original scope).

We anticipate preliminary DSOD review comments on the reports to be returned in mid-November and will incorporate their review into the final documents provided to SSJID. P&P hadn't initially included publication of the reports in our November 2022 proposal.

P&P's budget for this phase is currently exceeded by about \$43,300 and our estimate to finish through 90% final completion deliverable is \$28,000.

### Phase 6: 90 Percent Electrical Design

Phase 6 is the most influenced by TDP's input. P&P and our subconsultant, J. Calton Engineering, has participated in site visits and coordination beyond our initial expectations. Because of the operational needs of TDP personnel and evolving electrical requirements and the intricacies of gauging stations upstream and downstream and tie-in requirements for SCADA, this phase is estimated to need an additional \$13,000 to meet the final deliverable milestone. Our current remaining budget for this phase is \$65,200 bringing this phase to \$78,200 to complete our 90% deliverable.

### Phase 7: Construction Cost Estimate

P&P's civil group is working on the construction cost estimate for the upstream portal intake structure and downstream tie-in flume costs while our subconsultant, Mike Gowing, will be handling all things tunnel and excavation/shoring related for cost estimating. Our original estimated fee for this phase was \$29,000. With additional work to provide comparison costs for hauling, additional length of tunnel, updated spoils calculations, we have estimated an additional

\$9,000 to achieve final completion for 90% design on the cost estimating tasks in addition to our current remaining budget of approximately \$24,000 resulting in a budget of \$33,000 to complete.

### Phase 8: Geologic Data and Geotechnical Baseline Reports

P&P compiled and analyzed data, reviewed the geologic features of the borehole logs, reviewed the data provided by the hydrogeologists in Phase 3, and drafted the GBR report for discussion with SSJID and OID. We participated in a study session with both districts and are ready to finalize the report. Our current budget is exceeded by approximately \$3,950 and we estimate that we will need an additional \$11,900 to complete.

### Phase 9: Slope Monitoring at Upstream Intake (New Scope)

During our design development and discussions with both districts, we recognized that the slope above the intake structure at the upstream portal would need to be monitored during construction for safety purposes. We have solicited a proposal from Cotton Shires & Associates (CSA) to work with us to develop a monitoring plan to be used by the contractor during construction. CSA's proposal is attached and included as part of this Amendment. The fees for CSA's work (including markup) is \$67,850.

### Phase 10: Habitat Mitigation and Monitoring Plan (New Scope)

A proposal for this work was prepared in June 2023 to address mitigations from the approved Lakebed and Stream Alteration Agreement with California Department of Fish and Wildlife. The proposal for this work is attached and included as part of this Amendment. The fees for P&P's work for tree re-planting is \$24,600.

### Professional Fees

A summary of our fees and adjustments in budgets is listed below. P&P will only charge for the time billed to your project on a time and expense basis as agreed to in our PSA dated January 11, 2023 for the original scope of this work.

Estimated fees to complete 90% design	\$367,300
Overall remaining budget as of 10/22/2023	<u>\$43,300</u>
Additional Estimated Fees	<b>\$324,000</b>
Additional work scope fees	<u>\$92,450</u>
<b>Total Amendment No. 1</b>	<b>\$416,450</b>

### Terms and Conditions

If this Amendment is acceptable, please provide a Work Release that includes this Amendment No. 1. This Amendment is valid for 60 days from the date above.

Sincerely Yours,  
Provost & Pritchard Consulting Group



Scott W. Lewis, CEG 1835  
Principal Tunneling Consultant



Alex Collins, RCE 78242  
Director of Operations

Attachments:

Cotton Shires & Associates Proposal

P&P Habitat Mitigation and Monitoring Plan Proposal



October 24, 2023  
P6903

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

**SUBJECT: Proposal for Rockfall Monitoring/Mitigation Investigation**  
Canyon Tunnel Portal, Goodwin Dam  
Calaveras County, California

Dear Scott:

Cotton, Shires and Associates, Inc. (CSA) is pleased to provide Provost & Pritchard Consulting Group (P&P), the South San Joaquin Irrigation District, and the Oakdale Irrigation District with this proposal for engineering geologic and geotechnical engineering services to support the preparation of a Rockfall Monitoring/Mitigation Plan for use during construction of the proposed Canyon Tunnel Portal along the right abutment of Goodwin Dam. We understand that P&P is preparing 90% engineering design plans for the portal and that tentative construction of the portal would begin in early 2025. The portal construction will take place along the right abutment of the dam, and will necessarily be performed beneath the precipitous volcanic slopes of the north canyon wall. Our rockfall investigation would be focused on the recognition and characterization of potential slope instability, followed by analyzing the gathered data, and providing recommendations for construction monitoring and/or mitigation to help reduce the risk of rockfall hazards on the construction efforts. We are providing the following scope of work, schedule and fee to perform the geologic and geotechnical investigation services:

### **ROCKFALL MONITORING/MITIGATION INVESTIGATION**

#### **Phase 1 – Rockfall Monitoring/Mitigation Investigation**

- A. Data Compilation – We will compile maps, geologic and geotechnical reports, photographs, and survey data to provide CSA with as much background information on the site as possible.
  
- B. Topographic Base Map Preparation – We will obtain the available LiDAR point cloud data that we understand was generated for this job, and generate an original topographic base map, as deemed necessary.

- C. Aerial Photograph Analysis – We will evaluate historical aerial photographs and LiDAR imagery and generate a photo-geologic base map.
- D. Initial Fall Line (Water Drip) Analysis – Prior to field mapping, we will perform a 2-dimensional fall line analysis to roughly identify the cliff areas that present a potential rockfall risk to the construction area. We will require the proposed construction zone to be identified for this task.
- E. Drone Flight – We will perform an aerial photographic survey of the north canyon wall using our drone. We are interested in obtaining aerial obliques of the site to aid in geologic mapping.
- F. Engineering Geologic Mapping – We will perform detailed engineering geologic mapping of the north canyon wall along the identified limits of potential rockfall hazard zone.
- G. Trajectory Analysis – We will refine the 2-dimensional fall line analysis with a 3-dimensional trajectory analysis, which would incorporate the data from the engineering geologic mapping (rock type, block size, sphericity, rock strength, etc.). Individual rock slabs and blocks can be modeled from their existing location and the 3-dimensional analysis factors in topographic irregularities and their impact on rockfall trajectories, such as the incision (gully) in the north canyon wall just upslope of the right abutment. This task would identify the lateral limits of the north canyon wall that have the potential to adversely impact the construction site.
- H. Rockfall Bounce Height Analysis – We will perform a 2-dimensional rockfall analysis (similar to the CRSP analysis performed by PP), only we will be analyzing bounce heights and lateral forces to gain information as to whether rockfall catchment fences, or other mitigation strategies are necessary and effective in protecting the construction zone.
- I. Monitoring and/or Mitigation Recommendations - The results of Tasks A through H would be utilized to generate recommendations for a contractor's monitoring/mitigation plan for the proposed portal construction site.
- J. Reporting – We will summarize the results of our investigation in a report (Geotechnical Memorandum), with photographs, maps, and analyses results, and provide you with recommendations for the contractor's rockfall monitoring and/or mitigation for the upcoming construction.

**Phase 2 – Pre-Construction Monitoring:** If the results of Phase 1 reveal that pre-construction monitoring would be valuable for gathering baseline survey data prior to the

start of construction, we will outline the recommended scope of work to implement the survey, the recommended monitoring type, and monitoring schedule. For example, if large blocks are identified as potentially unstable during Phase 1, these blocks can be monitored for the approximate 1 year period leading up to construction to determine their background movement trends (such as are typical with temperature fluctuations, incipient topple, or incipient sliding, each with a unique movement signature). The baseline data would enable movement thresholds to be developed prior to construction.

Establishing a monitoring system for the interim period between now and construction would also enable CSA to track any changes to the site conditions should construction be delayed for an extended period.

### **SCHEDULE**

We are prepared to start immediately upon authorization to proceed and anticipate that our investigation would take approximately 6 weeks to complete.

### **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 - Rockfall Monitoring/Mitigation Investigation outlined above will likely range from \$55,000 to \$59,000. We would not invoice in excess of \$59,000 without prior authorization.

### **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:

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Patrick O. Shires  
Senior Principal Geotechnical Engineer

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Approved and Authorized By

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Date

JMW:DRM:POS:st

Attachments: CSA 2023 Schedule of Charges, Limitations and Fees (2 Pages)

**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 <sup>2</sup>
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.

# PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611-0242 • Tel: (559) 449-2700  
www.provostandpritchard.com

June 21, 2023

Forrest Killingsworth  
South San Joaquin Irrigation District  
11011 East Highway 120  
Manteca, California, 95336

## **RE: Additional Phase Amendment for Canyon Tunnel Project, California**

Dear Mr. Killingsworth:

This proposed scope of work is submitted to South San Joaquin Irrigation District (SSJID) for Provost & Pritchard Consulting Group to incorporate the following changes.

### **Canyon Tunnel, Job No. 01055-21001, Phase HMMP**

This is an amendment to the previously approved Provost & Pritchard Consulting Group proposal and consulting service agreement (project number referenced above). The signature below hereby authorizes Phase HMMP and the performance of the following tasks for budget of \$24,600.

Tasks:

1. Writing a Habitat Mitigation and Monitoring Plan (HMMP) for submittal to and approval by California Fish and Wildlife (CDFW). This plan is to mitigate tree removal that will occur in the area of the proposed barge landing and consist of the removal of up to 7 trees. This plan shall include the following information, if applicable, to the replanting efforts:
  - a) A description of the existing physical conditions of the proposed creation and/or restoration site, including the water resources and habitat types, and a map that identifies the location of the site;
  - b) A plan for the preparation of the restoration site including the removal of nonnative plant species, non-wetland/riparian species;
  - c) A local California native plant using willow cuttings from existing trees to be removed;
  - d) A planting plan including monitoring and maintenance measures and a timeline;
  - e) Procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan; and
  - f) Success standards with contingency measures. Monitoring and maintenance of the restoration site shall be conducted annually for a minimum of five (5) years, or until the California Department of Fish and Wildlife (CDFW) determines the mitigation site is successful. A fixed photo point will be established to show the replanting efforts.
2. Implementation of the HMMP. This includes collection of plant material and planting according to the HMMP. A ratio of 4:1 replacement or four willow cuttings per removed tree (28 willow cuttings total) will be used.
3. Monitoring and reporting of the restoration site for five (5) years. This includes annual site visits to assess the health of the plantings and annual reports and appendices to CDFW.
4. Project management and administration.

\\ppeng.com\pdata\clients\South San Joaquin ID-1055\105521001-Canyon Tunnel Environmental\200 Technical\215 Env Planning\Proposal\HMMP\_Proposal\_Scope.xlsx.docx

Please sign, date and return to Dena Giacomini at Provost & Pritchard Consulting Group by emailing DGiacomini@ppeng.com.

**Client:** South San Joaquin Irrigation District

Provost & Pritchard Consulting Group

**By:**

**By:** 

**Name/Title:**

**Name/Title:** Heather Bashian, Director of Operations

**Date Signed:**

**Date Signed:** June 21, 2023

## GENERAL MANAGER BOARD REPORT

Summer Nicotero  
November 16, 2023

1. Our Halloween employee appreciation party was a great time. We had kids, costumes, and lots of candy! Thanks to everyone who helped set-up and a special thank you to the board members who made the trek to Sonora.
2. Finance Manager interviews are scheduled for November 29<sup>th</sup>. We have extended an invitation to interview to seven candidates. As of this report, five have accepted.
3. We have officially entered outage season. Beardsley and Sandbar powerhouses are undergoing annual maintenance with a scheduled end date of November 16<sup>th</sup>. All is going according to schedule. Donnells will be taken offline beginning on December 4<sup>th</sup> and finishing up on December 14<sup>th</sup>.
4. Tulloch is mid-drawdown with our lowest levels holding from late December through early February. As a result, staff is monitoring dock storage and movement in an effort to reduce safety and compliance issues.
5. The bids for the FEMA storm damage to our roadways have been awarded and Notices to Proceed have been issued. Work will be getting underway immediately, as long as the weather cooperates.
6. In addition to the road repairs, we have released bids for the Tulloch Shoreline Erosion work, the Beardsley Trunnion Pin Replacement, and prepared the bid package for the Sandbar Power Pole Replacement project to be contemplated next year.
7. The weather forecast released by the NOAA indicates an El Nino year for the first time in four years. This means above average temperatures with above average precipitation for our region from December through February.
8. The next Advisory Committee meeting is scheduled on Monday, December 4, 2023, at 3 pm at the SSJID office.

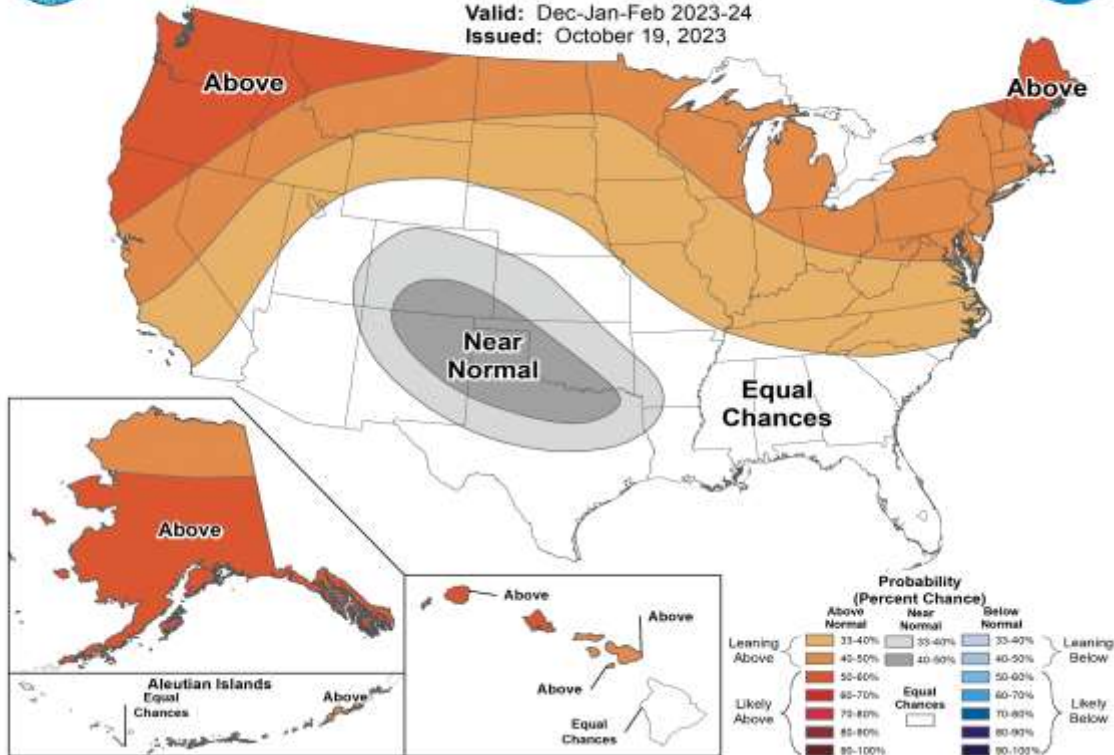




# Seasonal Temperature Outlook



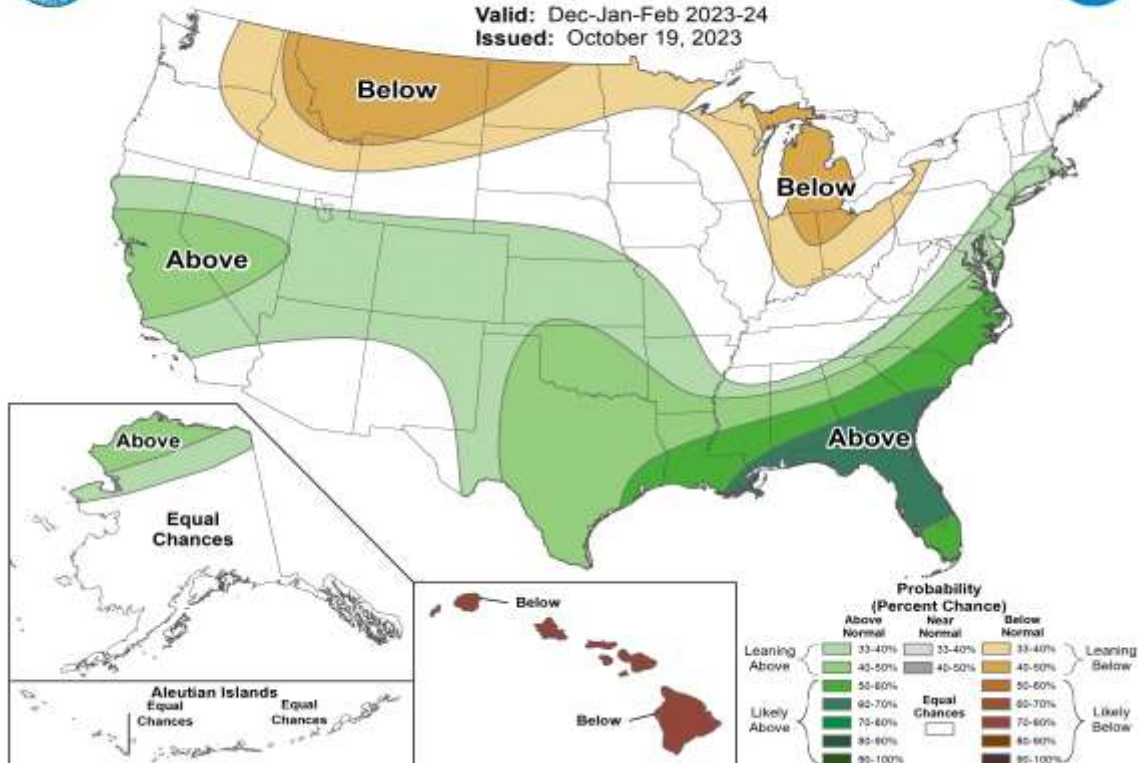
Valid: Dec-Jan-Feb 2023-24  
Issued: October 19, 2023



# Seasonal Precipitation Outlook



Valid: Dec-Jan-Feb 2023-24  
Issued: October 19, 2023







# Employee Appreciation Party 2023



OPERATIONS SUPERVISOR BOARD REPORT

Brett Gordon  
November 16, 2023

**OPERATIONS:**

**Reservoir Data (A/F):**

<b>FACILITY</b>	<b>STORAGE</b>	<b>MONTH CHANGE</b>
Donnells	44,662	(5,892)
Beardsley	49,663	(13,308)
Tulloch	49,254	(13,987)
New Melones	1,890,564	(5,888)

**Outages:**

<b>Plant</b>	<b>Dates</b>	<b>Duration</b>	<b>Cause</b>
No plant outages to report.			

**Operations Report:**

**New Melones Inflows:**

Total inflows for water year 23/24 as of October 31: 55,750 A/F.

**District Usage:**

Total District usage for the water year 23/24 as of October 31: 26,692 A/F.

**Precipitation:**

Total precipitation for the month of October: .25 inches.

**Other Activities:**

1. Daily checks all powerhouses.
2. Coordinated multiple transmission outages for PG&E.
3. Islanding of Donnells to support PG&E transmission work.
4. Gave a tour of Tulloch Powerhouse and Dam for California Fish and Wildlife and for Twain Harte Elementary.
5. Attended the West Coast Hydro Users Group conference including a tour of Don Pedro Dam and Powerhouse.
6. Attended an Emergency Action Plan training conference held by FERC.
7. Weekly meetings with PG&E to coordinate their supplemental flows.
8. Cleared Beardsley and Sandbar for annual maintenance.
9. Provided seasonal fish pulse flows for S-98.
10. Performed a 3-year gate cycle inspection for DSOD at Beardsley Dam and Powerhouse.
11. Hired a new Power Plant Operator.
12. Closed out irrigation season for the districts.



**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	0.22	1.12	1.10	64.26
2023-24	<b>0.00</b>	<b>1.27</b>	<b>1.51</b>	<b>0.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	3.03 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.15	5.88	3.38	1.88	0.63	38.87
2022-23 +/-	(0.15)	1.06	0.77	(1.98)	(4.70)	(6.18)	(6.74)	(6.15)	(5.88)	(3.38)	(1.88)	(0.63)	(35.84)

ANNUAL AVERAGE **38.87**

INCHES +/- ANNUAL AVERAGE **(35.84)**

Updated as of 6-Nov-23

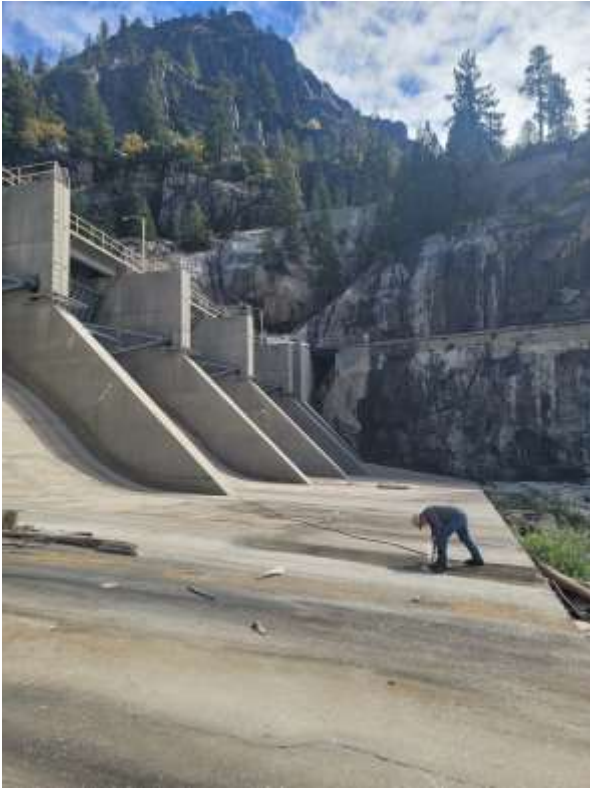
PERCENT OF ANNUAL AVERAGE **8%**

## MAINTENANCE SUPERVISOR BOARD REPORT

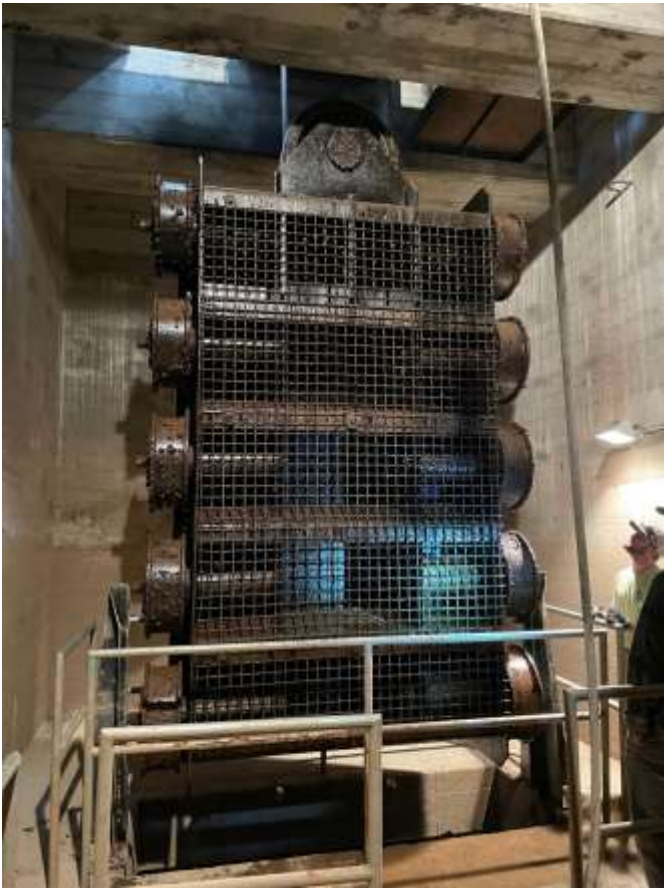
Daniel Hogue

November 16, 2023

1. Black Creek tower foundation had time to fully cure. Erected the tower and installed lightning protection and antenna. New tower should help with stability of communications at the sight.
2. Completed Donnells Dam spillway apron weep hole cleaning and recorded measurements. Cleaning and measurements to comply with part 12D (R-2) recommendation.
3. Equipment building generator has successfully moved into its own generator room. Completing this project has made the equipment building a much quieter place to work in and has almost completely removed the fumes from the main space.
4. Performed annual opening of Beardsley and Donnells Dam spill gates.
5. Pulled the Beardsley intake gate and inspected prior to DSOD inspection. Installed all new grease fittings and thoroughly greased. All wheels roll freely. The seals look good and overall health of the gate is good.
6. Performed annual inspection of Lions creek passive repeater (repeater between Donnells Dam and Strawberry Peak). Also cleared the access road of trees and debris.
7. Installed temporary AC unit in Tulloch control room while quotes are being acquired to purchase a replacement unit.
8. Beardsley Sandbar Annual Maintenance.
9. Performing protective relay, transformer, and line breaker testing with Jim Markward of Grainger Engineering. Protective relay and Transformer testing is required every 4 years and interconnection breaker every 8 years per our PGE interconnection agreement.
10. Completed Beardsley compliance inspection with DSOD. Testing of intake gate, bypass valve, and a-bay gate cycling were completed with no issues.



Donnells Spillway Weep Hole Cleaning



Beardsley Dam Intake Gate



Relay Testing



Lions Peak Communications



## REGULATORY AFFAIRS BOARD REPORT

Justin Calbert  
November 16, 2023

### FERC Compliance

- Assisted HDR to perform 5 year monitoring archeological site visits at Tulloch Reservoir.
- Coordination, planning and permitting for the Tulloch Reservoir Shoreline Erosion & Day Use Remediation project.
- Mandatory Job walk with interested contractors and Provost & Pritchard for the Tulloch Reservoir Shoreline Erosion & Day Use Remediation RFP.

### Permit and Other Assignments

- Work on permits, site reviews, and compliance questions for various properties at Tulloch.
- Respond to daily inquiries from the public, contractors, and partnering government agencies.
- Permits, inspections and file documentation. To date, 39 applications have been issued in the 2023 calendar year. For current Board Meeting Period (October 20 – November 16): 6 new Tulloch encroachment permits issued. 0 permit final inspections passed. 3 applications in process, awaiting proper submittal requirements.
- Pre-construction site meetings with contractors and property owners.
- Working on pending litigation matters, as required.
- RPF contract addendum for Tulloch Reservoir Shoreline Erosion & Day Use Remediation.
- Tulloch SMP requirements and permitting meeting with local design firm.
- Tulloch Southshore property lease discussions.
- Contacting property owners and contractors regarding the unauthorized moving of docks due to the low-level drawdown at Tulloch.
- Hardhat safety training and inspections.



## Tri-Dam Project Generation & Revenue Report 2023

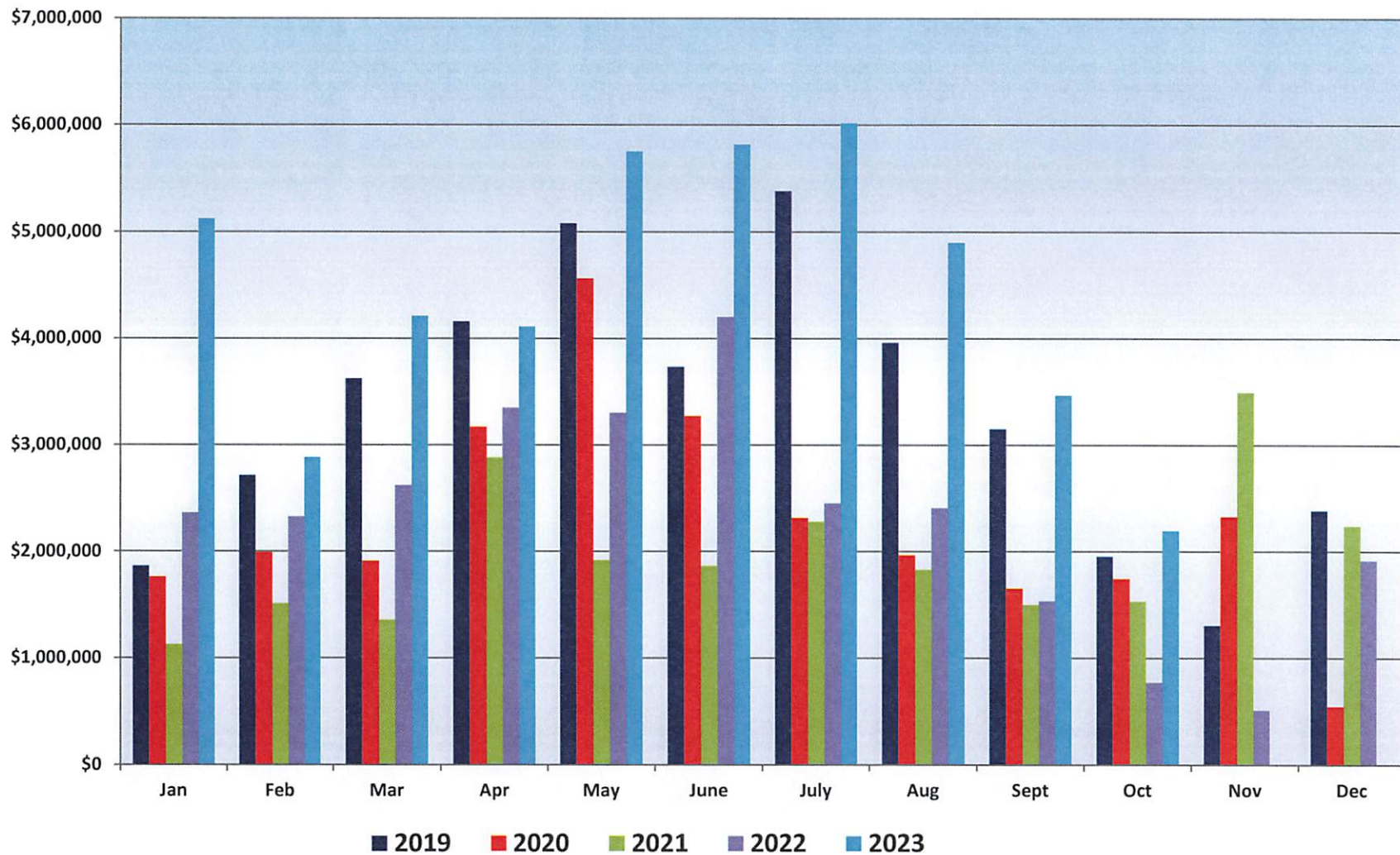
	Donnells				Beardsley			Tulloch			Project Total		
	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	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	1,387,619	\$2,302,025	4,717,464	8,113,601	\$649,088	10,811,027	14,474,823	\$1,157,986	47,215,356	49,976,113	\$4,109,099
MAY	41,216,149	25,033,384	22,196,483	\$3,778,389	5,799,593	8,186,918	\$654,953	12,131,040	16,481,291	\$1,318,503	59,146,782	49,701,593	\$5,751,846
JUN	42,555,036	35,463,600	11,336,400	\$3,744,000	6,336,073	8,112,548	\$649,004	12,084,818	17,794,079	\$1,423,526	60,975,928	61,370,227	\$5,816,530
JUL	36,444,466	34,600,702	13,759,298	\$3,868,800	6,629,514	8,390,128	\$671,210	12,609,174	18,429,795	\$1,474,384	55,683,154	61,420,625	\$6,014,394
AUG	27,568,740	34,539,443	-	\$2,763,155	6,269,748	8,342,300	\$667,384	11,868,293	18,323,532	\$1,465,883	45,706,781	61,205,275	\$4,896,422
SEP	20,111,167	24,821,749	-	\$1,985,740	5,223,523	7,518,014	\$601,441	8,577,620	10,939,478	\$875,158	33,912,310	43,279,241	\$3,462,339
OCT	12,743,535	16,013,949	-	\$1,281,116	3,752,220	2,607,921	\$208,634	4,664,124	8,757,756	\$700,620	21,159,879	27,379,626	\$2,190,370
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
<b>Total</b>	<b>296,414,092</b>	<b>309,681,783</b>	<b>48,679,800</b>	<b>\$28,668,927</b>	<b>54,898,907</b>	<b>74,957,605</b>	<b>\$5,996,608</b>	<b>95,399,542</b>	<b>122,447,694</b>	<b>\$9,795,816</b>	<b>446,712,540</b>	<b>507,087,082</b>	<b>\$44,461,351</b>

Note: Price per MWh is \$80.00

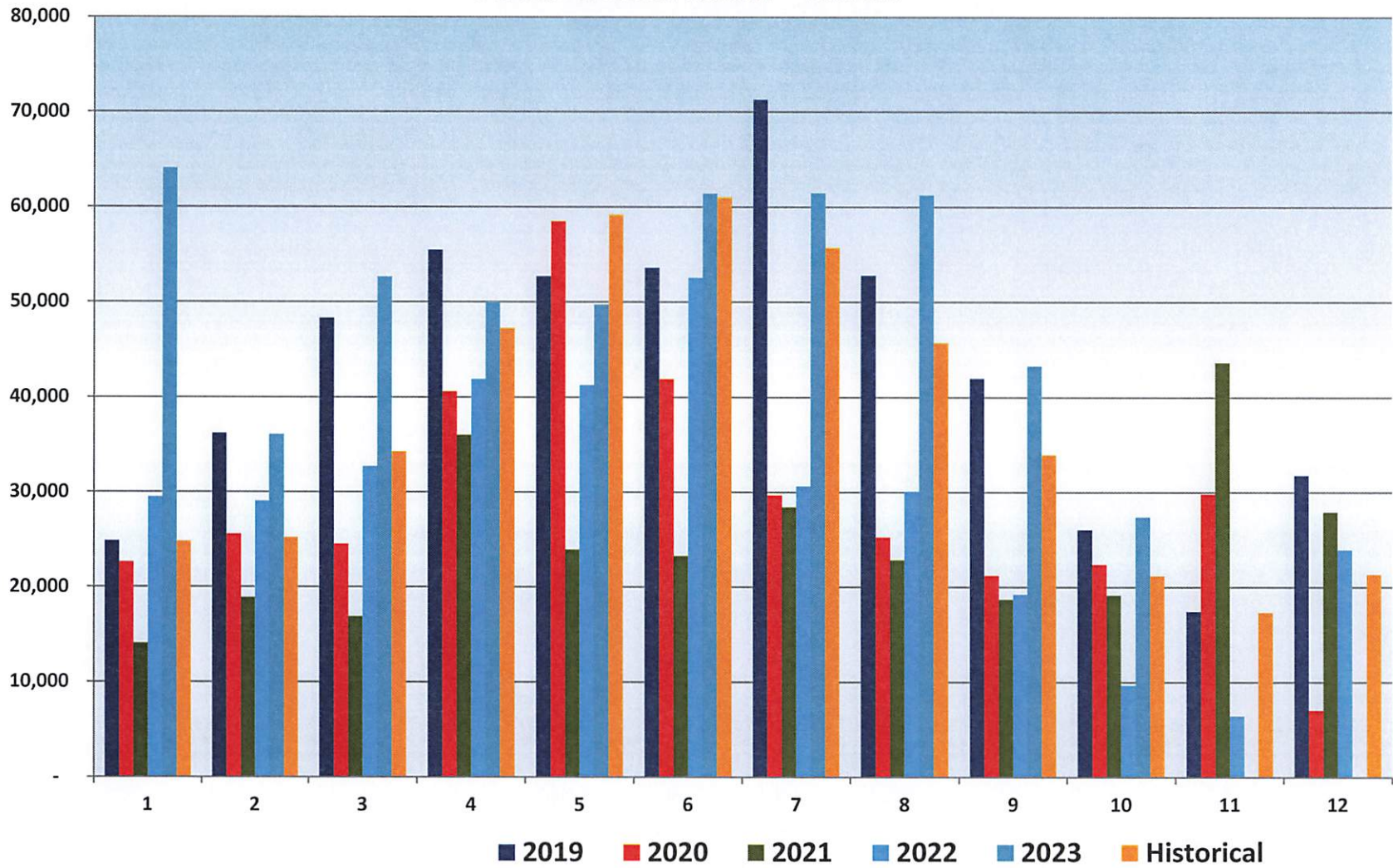
### Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	PG&E Coordination Payment	Total Revenue
	JAN	4,663,654	11,625,894		\$930,072	\$0
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	1,325,750	\$922,965	\$0	\$922,965
MAY	8,065,189	11,577,399		\$926,192	\$0	\$926,192
JUN	8,750,023	11,516,386		\$921,311	\$0	\$921,311
JUL	9,133,101	11,900,588		\$952,047	\$0	\$952,047
AUG	8,560,581	11,898,964		\$951,917	\$0	\$951,917
SEP	6,928,285	11,004,784		\$880,383	\$0	\$880,383
OCT	4,898,944	5,592,716		\$447,417	\$0	\$447,417
NOV	2,947,604			\$0	\$0	\$0
DEC	5,554,123			\$0	\$0	\$0
<b>Total</b>	<b>75,611,948</b>	<b>107,813,178</b>	<b>1,325,750</b>	<b>\$8,731,114</b>	<b>\$0</b>	<b>\$8,731,114</b>

## Tri-Dam Project Generation Revenue

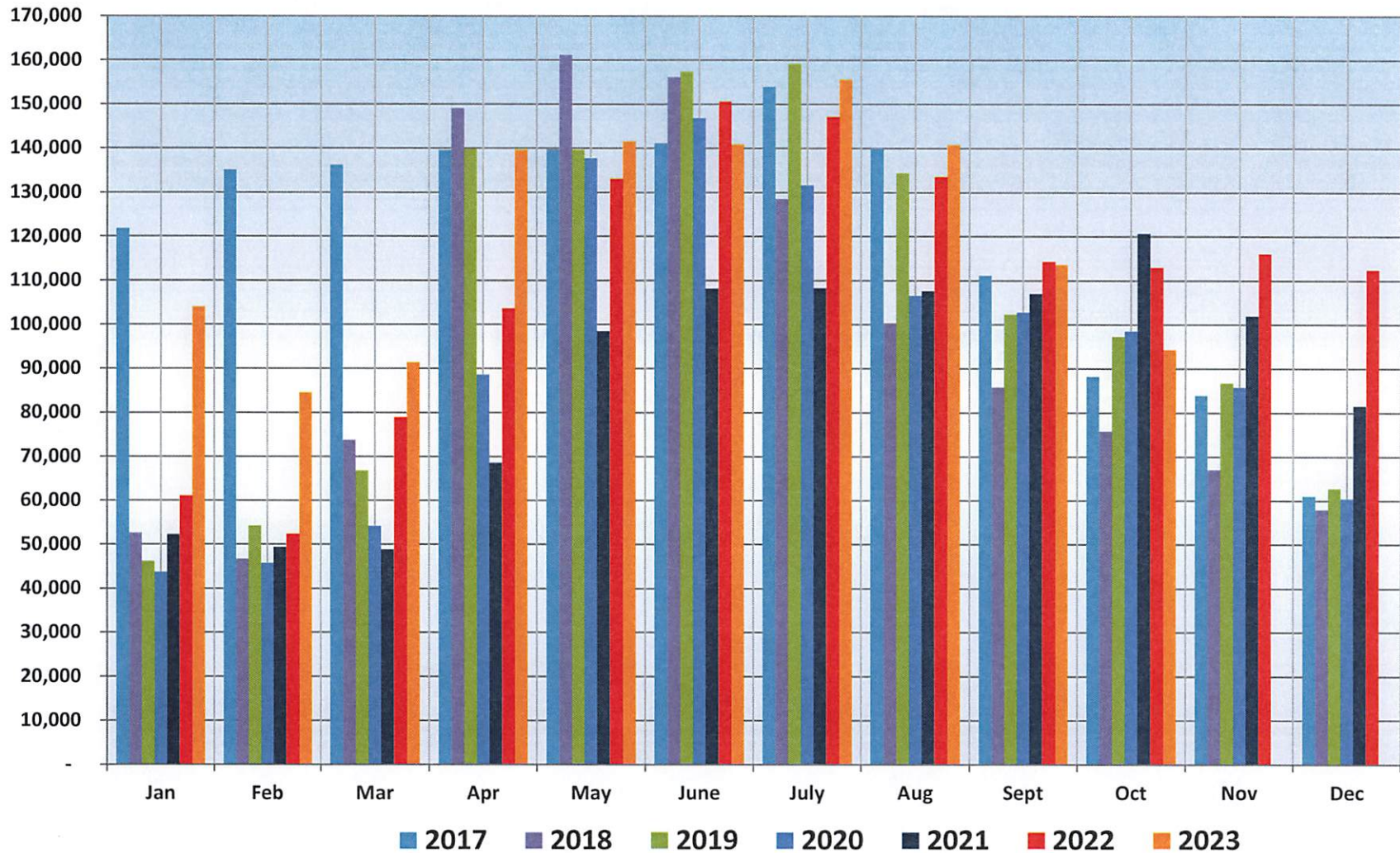


# Tri-Dam Project Total Generation - MWh





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





## WESTERN PRICE SURVEY

### [7] Constraints, Cold Trigger Price Swings

Shifting constraints and colder weather contributed to Western natural gas price swings throughout the report week.

With El Paso Natural Gas Co. lifting its force majeure on Line 1104, the amount of gas flowing into California increased by 0.4 Bcf per day compared with the week prior, which lowered values, according to the U.S. Energy Information Administration.

“The price at SoCal Citygate decreased 33% (\$3.74) from \$11.37/MMBtu on October 19 to \$7.63/MMBtu on October 20,” the agency noted in its weekly report.

Week over week, SoCal CityGate natural gas values plummeted by \$6.21, falling from \$11.37/MMBtu Oct. 19 to \$5.25/MMBtu Oct. 26. The hub was one of three to lose value over trading. El Paso Permian gas values dipped into negative territory, ending at 86 cents/MMBtu by Oct. 26.

“Prices in Northern California and the Pacific Northwest rose this week as flows of natural gas into the region decreased and temperatures declined,” the EIA said. Opal, Stanfield and Sumas natural gas added more than \$2 in trading. Sumas gas added the most, up \$3.89 to \$5.89/MMBtu.

The EIA attributed the increase to maintenance constraints at Huntington and colder-than-normal weather in British Columbia. The weather triggered a 0.4-Bcfd, or 10-percent, drop in the amount of natural gas transiting from Canada into the Pacific Northwest. “In turn,” the EIA said, “net flows of natural gas from the Pacific Northwest into California declined 20% (0.4 Bcf/d).”

The agency also noted that Opal natural gas prices were higher based on market issues. “The Williams [C]ompany announced a deficiency period at the Kemmerer compressor station near the western border of Wyoming on Tuesday as primary nomination requests at the location exceeded the available capacity of almost 0.6 Bcf/d.”

A total of 3 Bcf was added to Pacific region natural gas storage, which is now at 283 Bcf, or 14.1 percent more than a year ago.

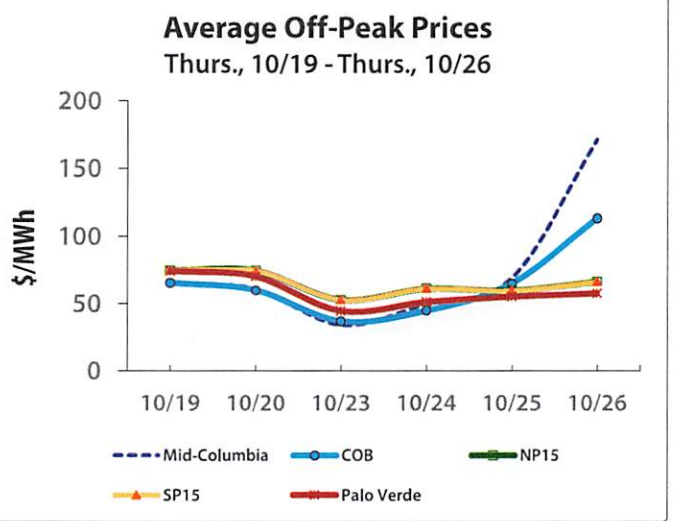
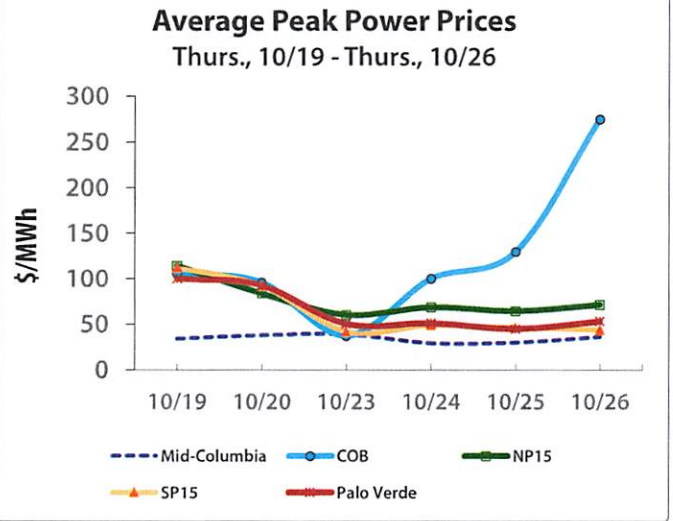
National working natural gas in storage was 3,700 Bcf as of Oct. 20, which is a net increase of 74 Bcf compared with the previous week.

**Meanwhile, Pacific Northwest daytime power** posted gains in trading, with California-Oregon Border peak power rocketing up \$169.50 to \$275/MWh by Oct. 19. Other hubs’ values plunged by between roughly \$43 and almost \$69 in trading. South of Path 15 daytime power lost the most, dropping \$68.65 to \$43.55/MWh.

A similar pattern was evident in off-peak power prices, with Mid-Columbia nighttime power surging higher by \$106.25 to \$171.25/MWh and Palo Verde nighttime power retreating by \$16.50 to \$57.50/MWh.

Demand on the California Independent System Operator grid reached a high of 33,170 MW Oct. 20, which should be the report week’s high. During the calendar week, demand peaked at 28,531 MW Oct. 24.

—Linda Dailey Paulson



### Average Natural Gas Prices (\$/MMBtu)

	Thurs. 10/19	Tues. 10/24	Thurs. 10/26
Henry Hub	2.83	2.84	2.88
Sumas	2.00	5.07	5.89
Alberta	2.24	2.44	2.43
Malin	2.07	5.60	5.54
Opal/Kern	2.14	3.19	4.35
Stanfield	2.09	5.48	5.68
PG&E CityGate	7.31	6.75	6.91
SoCal Border	2.69	3.44	3.31
SoCal CityGate	11.37	6.01	5.25
EP-Permian	2.02	-0.39	0.86
EP-San Juan	2.19	2.39	2.59

Power/gas prices courtesy Enerfax



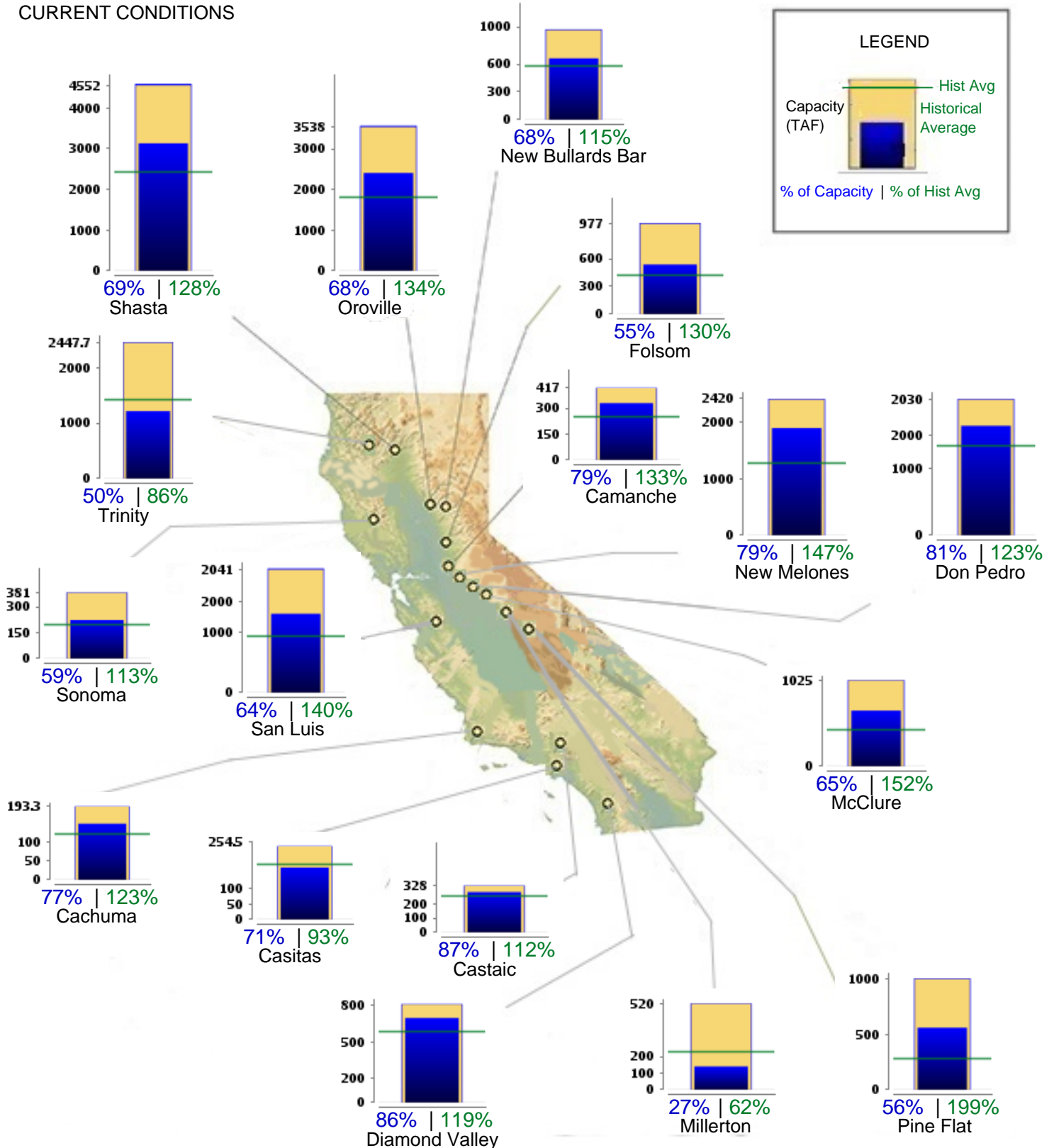


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - November 5, 2023

### CURRENT CONDITIONS





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

November 1, 2023

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

**Re: October 2023 Invoices**

Dear Miss Nicotero:

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

**Non-Native Investigation/ Predator Study**

Effort during October focused on working with San Francisco Estuary and Watershed Science to finalize the paper entitled "Diets of native and non-native piscivores in the Stanislaus River, California under contrasting hydrologic conditions" that will be published in the December edition. Effort also focused on analysis of striped bass occupancy of the Stanislaus River to evaluate trends in timing, relative abundance, fish size, and distribution across the five year study period. Analyses and draft chapters of the comprehensive study report continue to be updated with data collected over the course of the study.

**Stock-recruit Analysis**

During October we continued developing the report summarizing the findings of the stock-recruit analysis that has been completed. The draft report of findings is expected to be completed in December with subsequent development of a manuscript for peer-review planned for early 2024.

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***Budget Summary***

<b>2023</b>	<i>RST</i>		<i>O. mykiss</i>		<i>Total</i>
	<i>Monitoring</i>	<i>Non-natives</i>	<i>Census</i>	<i>Stock-recruit</i>	
<i>Jan</i>	\$ 18,005.00	\$ 25,460.00	\$ -	\$ 2,182.50	\$ 45,647.50
<i>Feb</i>	\$ 23,655.85	\$ 67,771.62	\$ -	\$ 2,712.50	\$ 94,139.97
<i>Mar</i>	\$ 16,625.93	\$ 69,349.50	\$ -	\$ 1,360.00	\$ 87,335.43
<i>Apr</i>	\$ 16,800.77	\$ 36,640.42	\$ -	\$ 4,015.00	\$ 57,456.19
<i>May</i>	\$ 9,883.39	\$ 42,236.12	\$ -	\$ 14,345.00	\$ 66,464.51
<i>Jun</i>	\$ 5,379.89	\$ 62,191.32	\$ -	\$ 28,385.00	\$ 95,956.21
<i>Jul</i>	\$ -	\$ 18,410.36	\$ -	\$ 4,360.00	\$ 22,770.36
<i>Aug</i>	\$ -	\$ 20,175.48	\$ -	\$ 13,970.00	\$ 34,145.48
<i>Sep</i>	\$ -	\$ 8,225.00	\$ 44,170.00	\$ 3,245.00	\$ 55,640.00
<i>Oct</i>	\$ -	\$ 17,900.00	\$ -	\$ 4,400.00	\$ 22,300.00
<b>TOTAL</b>	<b>\$ 90,350.83</b>	<b>\$368,359.82</b>	<b>\$ 44,170.00</b>	<b>\$ 78,975.00</b>	\$ 581,855.65
<i>Estimated 2023</i>	\$ 90,000.00	\$450,000.00	\$ 60,000.00	\$165,000.00	\$ 765,000.00
<i>Remaining</i>	\$ (350.83)	\$ 81,640.18	\$ 15,830.00	\$ 86,025.00	\$ 183,144.35

Sincerely,

Andrea Fuller

## SJB October Field Report

### Fall-run Adult Migration Monitoring

A total of 938 Chinook salmon were observed in the Stanislaus River during October, increasing the season total to 964 (Figure 1). Passage to date at the Stanislaus weir is almost 50% less than the number of passages observed at the weir by the end of October 2022 (Figure 1). This is the third straight year of declining escapement. Total season passage at the weir over the past six years was highest in 2021 (6,032; Figure 1); however, this was approximately 60% less than the modern-day record of 14,399 passages observed in 2016.

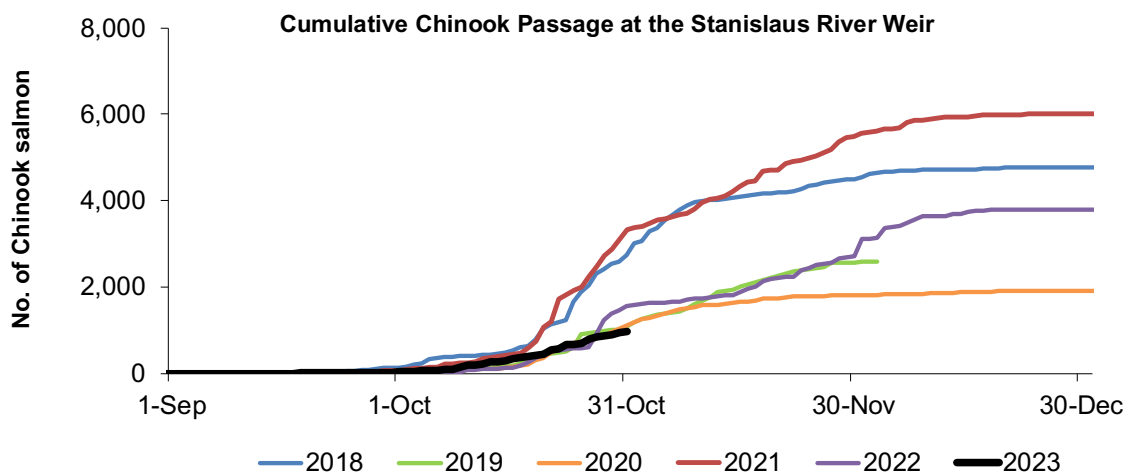


Figure 1. Cumulative Chinook salmon passage at the Stanislaus River weir, 2018-2023.

The first Stanislaus River fall pulse flow was shaped into four pulses with peaks of approximately 1,500 cfs (Figure 2) intended to mimic natural run-off events between October 4 and November 2. Passage peaked at 104 Chinook on October 26, simultaneous with the final peak of the fall pulse period on the Stanislaus River. A smaller peak (n=86) occurred a couple days following the third peak in flow at Goodwin Dam (Figure 2).

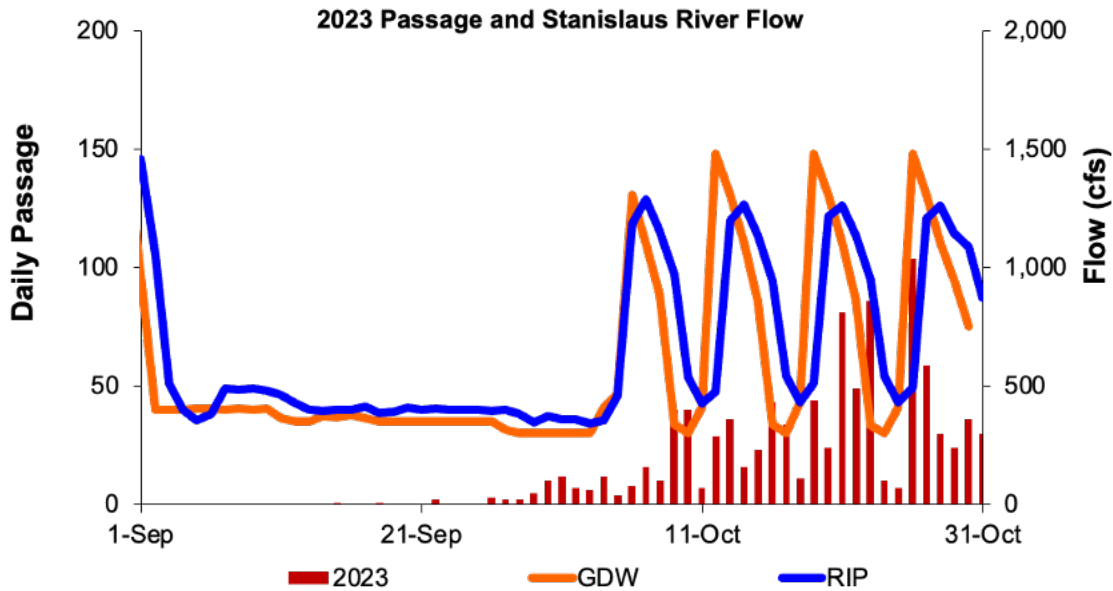


Figure 2. Daily Chinook salmon passage at the Stanislaus River weir and river flow at Goodwin (GDW) and Ripon (RIP).

As of October 31, a total of 94 Chinook salmon were observed in the Tuolumne River (Figure 3). Passages to date at the Tuolumne weir are approximately 50% less than the year before, and only 5% of the total number observed by the end of October 2018 (n=2,029). The Tuolumne River fall attraction flow began on October 4 and consisted of two peaks of approximately 1,010 cfs (Figure 4). The fall pulse flow ended on October 14, and base flows returned to approximately 350 cfs. Base flows are expected to stay near 350 cfs throughout the adult migration period unless significant precipitation falls in the basin.

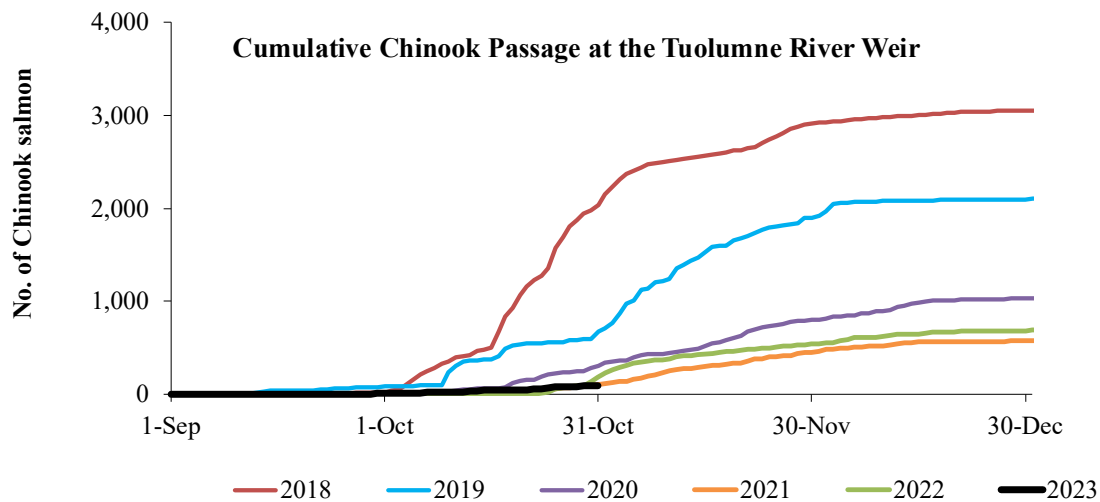
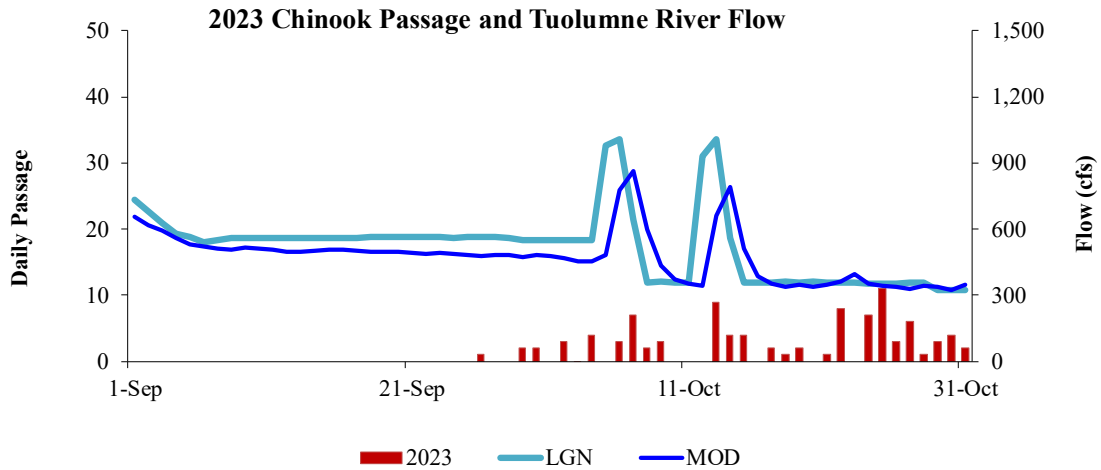


Figure 3. Cumulative Chinook salmon passage at the Tuolumne River weir, 2018-2023.

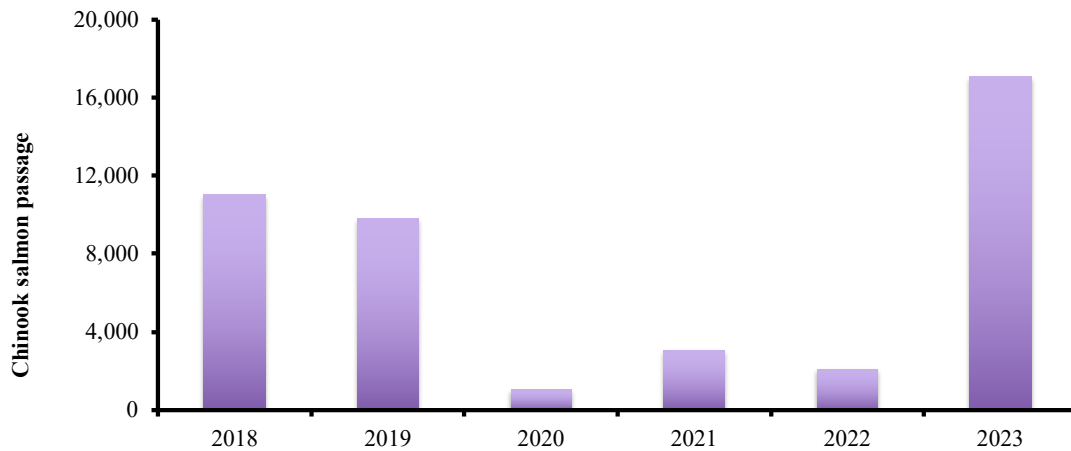


**Figure 4. Daily Chinook salmon passage at the Tuolumne River weir and river flow at La Grange (LGN) and Modesto (MOD).**

To date, 24% and 27% of all Chinook salmon passing through the Stanislaus and Tuolumne weirs, respectively, have a clipped adipose fin (indicating hatchery origin). As approximately 25% of hatchery production is adipose fin clipped, this suggests that most of the fish migrating into the Stanislaus and Tuolumne rivers are of hatchery origin and have strayed to these streams.

Escapement to the Mokelumne River through October 31 was over 17,100 salmon (Figure 5). A week-long pulse (peak 1,540 cfs) in late September followed by four three-day pulses (peak: ~1,500 cfs) occurred on the Mokelumne River. A single day record of 1,941 salmon passed Woodbridge Dam on October 29 following the fourth pulse. A slightly smaller peak (1,679 salmon) occurred on October 22 following the third pulse. During 2020-2022, passage as of October 31 ranged between 1,092 and 3,118 (Figure 5).





**Figure 5. Chinook salmon passage through October 31 at the Mokelumne River fish ladder, 2018-2023.**

### **Stanislaus *O. mykiss* Sampling**

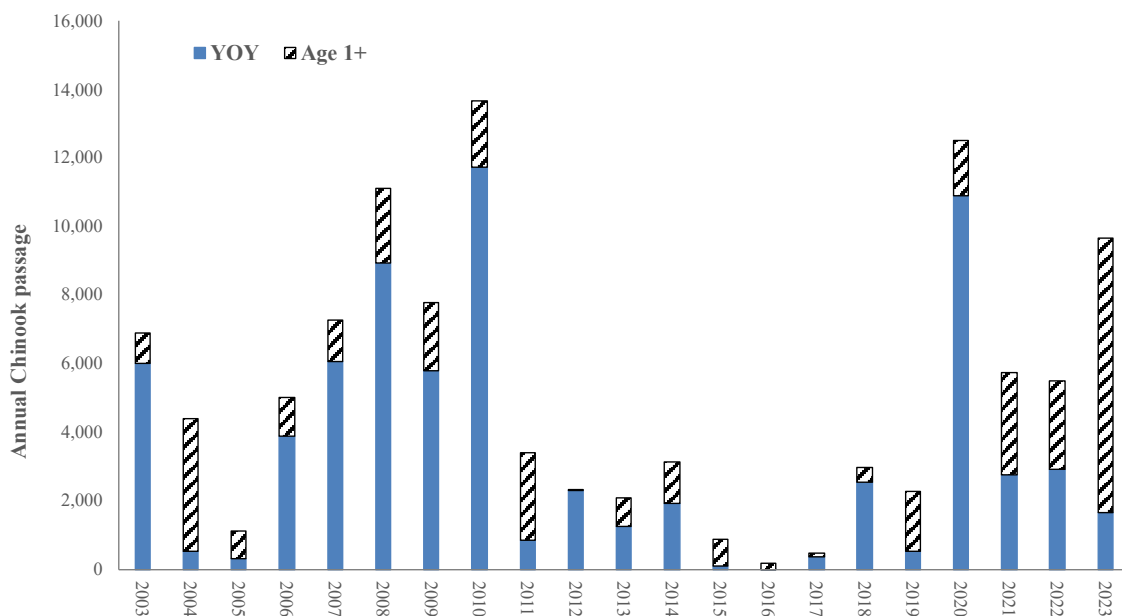
The second monthly Stanislaus River hook-and-line survey was conducted on October 23-25 from Knights Ferry to Orange Blossom Bridge. A total of 53 *O. mykiss* were captured, including two fish that were previously tagged by Cramer Fish Sciences (CFS). Total length of fish captured ranged from 157 mm (6.2 inches) to 512 mm (20.2 inches; Figure 6). Tissue and scale samples were collected from all “new” fish. All adult *O. mykiss* ( $\geq 300$  mm) also received a PIT tag before being released in good condition in the same area they were captured. One yearling Chinook was also captured and released in the Knights Ferry reach.



**Figure 6. A 20.2-inch *O. mykiss* captured upstream of Orange Blossom Bridge during the hook-and-line surveys.**

## Juvenile Outmigration Monitoring

The Calaveras River rotary screw trap (RST) monitoring began on November 1. The trap will sample during the week and will be raised on the weekends from now through early to mid-summer. Last season, 9,678 *O. mykiss* (1,674 young-of-the-year [YOY], 8,004 Age 1+) were estimated to have passed the Calaveras RST, which was almost a 60% increase over the previous year (Figure 7). Additionally, 16 juvenile Chinook salmon were captured in 2023 between late November and mid-June.



**Figure 7. Annual *O. mykiss* abundance in the Calaveras River during 2003-2023.**

**TRI-DAM**

**POWER**

**AUTHORITY**

---

**REGULAR BOARD MEETING**  
**AGENDA**  
**TRI-DAM POWER AUTHORITY**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
**NOVEMBER 16, 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](http://www.oakdaleirrigation.com)) ON MONDAY, NOVEMBER 13, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://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 [jhassell@oakdaleirrigation.com](mailto:jhassell@oakdaleirrigation.com) by 4:30 p.m., Wednesday, November 15, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5502, 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.

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## **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 – 3**

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 October 19, 2023.
  2. Approve the Financial Statements of the nine months ending September 30, 2023.
  3. Approve the October statement of obligations.
- 

## **ACTION CALENDAR**

## **ITEM 4**

4. Discussion and possible action to extend the Independent Audit Services for years ending 2023 and 2024 - C.J. Brown & Company, CPAs.
- 

## **ADJOURNMENT**

## **ITEMS 5 - 6**

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

# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Genna Modrell

---

**SUBJECT:** Tri-Dam Power Authority October 2023 Minutes

---

**RECOMMENDED ACTION:** Review and possible approval of October 19, 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**

October 19, 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 9:51 a.m.

**OID COMMISSIONERS**

**SSJID COMMISSIONERS**

**COMMISSIONERS PRESENT:**

ED TOBIAS  
BRAD DE BOER  
HERMAN DOORNENBAL  
LINDA SANTOS

GLENN SPYKSMA  
MIKE WESTSTEYN  
JOHN HOLBROOK  
DAVID ROOS

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Peter Rietkerk, General Manager, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID; Sonya Williams, Finance and Administration Manager, SSJID; Mia Brown, Counsel, SSJID

**PUBLIC COMMENT**

No public comment.

**CONSENT CALENDAR**

- ITEM #1    Approve the regular board meeting minutes of September 21, 2023.**
- ITEM #2    Approve the Financial Statements of the eight months ending August 31, 2023.**
- ITEM #3    Approve the September statement obligations.**

Commissioner Holbrook moved to approve items one, two and three under the consent calendar as presented. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, Kamper

**ITEM #4 Commissioner Comments**

None.

**ADJOURNMENT**

President Spyksma adjourned the meeting at 9:54 a.m.

The next Board of Commissioners meeting is scheduled for November 16, 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 Power Authority

DRAFT

# BOARD AGENDA REPORT

Date: 11/16/23  
Staff: Sharon Cisneros

---

**SUBJECT: Tri-Dam Power Authority Financial Statements for the Nine Months ending September 30, 2023**

---

**RECOMMENDED ACTION:** Approve the Financial Statements for the Nine Months ending September 30, 2023

---

**BACKGROUND AND/OR HISTORY:**

As of the financial statement date of September 30, 2023, the Tri-Dam Power Authority (TDPA) cash increased by \$3.8M over the prior year primarily due to an increase in power sales of \$3.8M. Reserve funds in investments total just over \$1.1M.

TDP has realized 184.1% of its annual budgeted operating revenues for 2023, and utilized 63.3% of its budgeted operating expenses.

Further details are available in the attachments.

**FISCAL IMPACT:** none

**ATTACHMENTS:** Financial Statements 09/30/2023 (unaudited)

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

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

**Tri-Dam Power Authority**  
**Statement of Net Position**  
September 30, 2023  
(unaudited)

	<u>2023</u>	<u>2022</u>
<b>Assets</b>		
Cash	\$ 8,947,635	\$ 5,140,648
Investments	1,118,718	1,093,122
Accounts Receivable	890,471	545,954
Prepaid Expenses	105,702	120,862
Inventory	5,424	5,424
Capital Assets	45,390,788	45,175,608
Accumulated Depreciation	<u>(23,336,198)</u>	<u>(22,748,281)</u>
<b>Total Assets</b>	<u><u>33,122,538</u></u>	<u><u>29,333,337</u></u>
<b>Liabilities</b>		
Accounts Payable	286	-
Due to Tri-Dam Project	<u>492,215</u>	<u>225,105</u>
<b>Total Liabilities</b>	<u>492,501</u>	<u>225,105</u>
<b>Net Position</b>		
Net Position - Beginning of Year	29,672,949	26,362,998
Distributions	(4,400,000)	(800,000)
YTD Net Revenues	<u>7,357,088</u>	<u>3,545,234</u>
<b>Total Net Position</b>	<u>32,630,037</u>	<u>29,108,232</u>
<b>Total Liabilities and Net Position</b>	<u><u>\$ 33,122,538</u></u>	<u><u>\$ 29,333,337</u></u>



# Tri-Dam Power Authority

## Statement of Revenues and Expenses

Period Ending September 30, 2023

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year MTD Actual	Prior Year MTD Var	Prior Year Variance %
<b>Operating Revenues</b>							
1 Power Sales	\$ 375,000	\$ 880,383	\$ 505,383	134.8%	\$ 542,234	\$ 338,149	62.4%
2 Other Operating Revenue	-	-	-	-	-	-	-
3 <b>Total Operating Revenues</b>	<u>375,000</u>	<u>880,383</u>	<u>505,383</u>	<u>134.8%</u>	<u>542,234</u>	<u>338,149</u>	<u>62.4%</u>
<b>Operating Expenses</b>							
4 Salaries and Wages	30,667	19,988	(10,679)	-34.8%	26,710	(6,722)	-25.2%
5 Benefits and Overhead	21,100	8,205	(12,895)	-61.1%	8,386	(181)	-2.2%
6 Operations	892	-	(892)	-100.0%	309	(309)	-100.0%
7 Maintenance	6,542	4,248	(2,294)	-35.1%	463	3,785	817.5%
8 General & Administrative	27,708	(105,416)	(133,124)	-480.4%	70,973	(176,389)	-248.5%
9 Depreciation Expense	41,250	75,180	33,930	82.3%	40,880	34,300	83.9%
10 <b>Total Operating Expenses</b>	<u>128,158</u>	<u>2,205</u>	<u>(125,953)</u>	<u>-98.3%</u>	<u>147,721</u>	<u>(145,516)</u>	<u>-98.5%</u>
11 <b>Net Income From Operations</b>	246,842	878,178	631,336	255.8%	394,513	483,665	122.6%
<b>Nonoperating Revenues (Expenses)</b>							
12 Investment Earnings	708	10,285	9,577	1352.0%	10,040	245	2.4%
13 Gain/(Loss) on Asset Disposal	-	-	-	-	-	-	0.0%
14 Other Income	-	-	-	-	-	-	-
15 <b>Total Nonoperating Revenues (Expenses)</b>	<u>708</u>	<u>10,285</u>	<u>9,577</u>	<u>1352.0%</u>	<u>10,040</u>	<u>245</u>	<u>2.4%</u>
16 <b>Net Revenues</b>	<u>\$ 247,550</u>	<u>\$ 888,463</u>	<u>\$ 640,913</u>	<u>258.9%</u>	<u>\$ 404,553</u>	<u>\$ 483,910</u>	<u>119.6%</u>



# Tri-Dam Power Authority

## Statement of Revenues and Expenses

Period Ending September 30, 2023

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 <b>Operating Revenues</b>							
2 Power Sales	\$ 3,000,000	\$ 8,283,697	\$ 5,283,697	176.1%	\$ 4,532,625	\$ 3,751,072	82.8%
3 Other Revenue	-	-	-	-	-	-	-
4 <b>Total Operating Revenues</b>	<u>3,000,000</u>	<u>8,283,697</u>	<u>5,283,697</u>	<u>176.1%</u>	<u>4,532,625</u>	<u>3,751,072</u>	<u>83%</u>
5							
6 <b>Operating Expenses</b>							
7 Salaries and Wages	245,333	189,716	(55,617)	-22.7%	205,673	(15,957)	-7.8%
8 Benefits and Overhead	168,800	69,112	(99,688)	-59.1%	72,732	(3,620)	-5.0%
9 Operations	7,133	7,579	446	6.2%	2,442	5,137	210.4%
10 Maintenance	52,333	7,762	(44,571)	-85.2%	10,964	(3,202)	-29.2%
11 General & Administrative	221,667	332,660	110,993	50.1%	250,284	82,376	32.9%
12 Depreciation Expense	330,000	367,068	37,068	11.2%	267,917	99,151	37.0%
13 <b>Total Operating Expenses</b>	<u>1,025,267</u>	<u>973,897</u>	<u>(51,370)</u>	<u>-5.0%</u>	<u>810,012</u>	<u>163,885</u>	<u>20.2%</u>
14							
15 <b>Net Income From Operations</b>	1,974,733	7,309,800	5,335,067	270.2%	3,722,613	3,587,187	96.4%
16							
17 <b>Nonoperating Revenues (Expenses)</b>							
18 Investment Earnings	5,667	47,288	41,621	734.5%	9,579	37,709	393.7%
19 Gain/(Loss) on Asset Disposal	-	-	-	-	(100,000)	100,000	-100.0%
20 Other Income	-	-	-	-	-	-	-
21 <b>Total Nonoperating Revenues (Expenses)</b>	<u>5,667</u>	<u>47,288</u>	<u>41,621</u>	<u>734.5%</u>	<u>(90,421)</u>	<u>137,709</u>	<u>-152.3%</u>
22							
23 <b>Net Revenues</b>	<u>\$ 1,980,400</u>	<u>\$ 7,357,088</u>	<u>\$ 5,376,688</u>	<u>271.5%</u>	<u>\$ 3,632,192</u>	<u>\$ 3,724,896</u>	<u>102.6%</u>
24							



**Tri-Dam Authority  
Capital Expenditures  
Period ending September 30, 2023**

Account Number	Project & Purchase Description	Amended Budget 2023	2023 Actual Expenditures	Remaining Budget
1 2-8-21-01-69901	Graphex Operator Interface	\$ 20,000		\$ 20,000
3 2-8-05-23-61001	Sandbar PH 51E Mechanical Relay Replc	25,000		25,000
4 2-8-05-13-61301	Sandbar PH 115kV Pole Replace/Repair	750,000		750,000
5 2-8-05-23-61002	Sandbar PH Bridge Board Repair	100,000		100,000
6 2-8-05-23-61003	Sandbar PH Flowmeter	150,000	28,220	121,780
7 2-8-05-35-63201	Upgrade SCADA RTU/RTAC	35,000		35,000
<b>Total Capital</b>		<b>\$ 1,080,000</b>	<b>\$ 28,220</b>	<b>\$ 1,051,780</b>

# BOARD AGENDA REPORT

Date: 11/16/2023  
Staff: Genna Modrell

---

**SUBJECT:** Tri-Dam Power Authority October Statement of Obligations

---

**RECOMMENDED ACTION:** Recommend Approval of the October Statement of Obligations

---

**BACKGROUND AND/OR HISTORY:**

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

**FISCAL IMPACT:** See Attachments

**ATTACHMENTS:** Tri-Dam Power Authority Statement of Obligations

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

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

# Tri-Dam Power Authority

## Statement of Obligations

October 1, 2023 to October 31, 2023

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

**Period Covered  
October 1, 2023 to October 31, 2023**

**Total Obligations:** **5** **checks** **in the amount of** **\$9,234.19**  
(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

## October Checks



Check	Vendor No	Vendor	Date	Description	Amount
208377	10827	National Hydropower Assoc., Inc.	10/04/2023	Annual Membership Renewal	7,169.53
208378	11343	Tim O'Laughlin, PLC	10/04/2023		360.00
208379	10588	Santa Fe Electric Inc.	10/04/2023		360.00
208380	10500	OID ~ Routine	10/17/2023		993.05
208381	10516	Pacific Gas & Electric Co.	10/25/2023		351.61
Report Total:					\$ 9,234.19

# BOARD AGENDA REPORT

Date: November 16, 2023

Staff: Sharon Cisneros

---

**SUBJECT: Independent Financial Auditing Services**

---

**RECOMMENDED ACTION: Award of contract for independent financial auditing services to CJ Brown & Company CPAs for fiscal years 2023 and 2024 and authorize the General Manager to execute the contract**

---

## BACKGROUND AND/OR HISTORY:

CJ Brown & Company CPAs (Brown CPAs) has provided independent audit services for the three-year period for 2020 through 2022 for both Tri-Dam Project and Tri-Dam Power Authority. Due to the vacancy in the Finance Manager position, staff is requesting an extension of the current contract for an additional two years to provide continuity during the transition period.

Staff recommends that Brown CPAs be awarded a two-year contract to perform financial audit services for Tri-Dam Project and Tri-Dam Power Authority for the years ending December 31, 2023 and 2024.

The alternative to extending the current contract would be to direct staff to do a Request for Proposal to seek the lowest responsive and responsible bid for audit services for the next three years.

## FISCAL IMPACT: Not to Exceed Amount:

Project	\$27,620
Authority	<u>19,340</u>
Total for Two Years	\$46,960

## ATTACHMENTS:

- Professional Services Agreement
- 

## 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)**

**Action(s) to be taken:**



# Tri-Dam Project & Tri-Dam Authority

## Cost Proposal to Provide Independent Professional Auditing Services

For the Years Ending  
December 31, 2023 & 2024

Christopher J. Brown CPA, CGMA  
Jonathan P. Abadesco, CPA

10805 Holder Street, Suite 150  
Cypress, California 90630

5051 Canyon Crest Drive Suite 203  
Riverside, California 92507

Phone: (657) 214-2307

Email: [chris@cjbrowncpa.com](mailto:chris@cjbrowncpa.com)  
[jonathan@cjbrowncpa.com](mailto:jonathan@cjbrowncpa.com)

California BOA License Number: 6529



**C.J. Brown & Company, CPAs**  
**An Accountancy Corporation**



**Certified  
Public  
Accountants**



**Consultants  
& Advisors**





**C.J. Brown & Company CPAs**  
An Accountancy Corporation

Christopher J. Brown, CPA, CGMA  
Jonathan Abadesco, CPA  
Jeffrey Palmer

**Cypress Office:**  
10805 Holder Street, Suite 150  
Cypress, California 90630  
(657) 214-2307

**Riverside Office:**  
5051 Canyon Crest Drive, Suite 203  
Riverside, California 92507  
(657) 214-2307

October 17, 2023

Ms. Sharon Cisneros, CPA, Finance Manager  
Tri-Dam Project/Tri-Dam Power Authority  
31885 Old Strawberry Road  
Strawberry, CA 95375

**Re: Request for Proposal for Independent Audit Services**

Dear Ms. Cisneros:

Based on our understanding of the Tri-Dam Project (Project) and the Tri-Dam Power Authority (Authority) requirements, our fee for audit services at our discounted rates for the year ended December 31, 2023 is **\$13,620** and **\$9,535**, respectively. The fee is based on our understanding of the Project's and the Authority's audit requirements.

Assuming there is no substantial change in the Project's activities and operations, our fee for audit services for the years ended December 31, 2024, would be **\$14,000**; and assuming there is no substantial change in the Authority's activities and operations, our fee for audit services for the years ended December 31, 2024 would be **\$9,805**.

Our estimate for out-of-pocket expenses is a separate estimate and may not be utilized in total to the amount estimated. The components of this audit services fee proposal and out-of-pocket costs for the years ended December 31, 2023 and 2024, are itemized in the attached Exhibits.

Our not-to-exceed fee proposal is contingent upon our understanding of your requirements and the assistance we require as noted in our original audit technical proposal. Additional services not included in this proposal will be based on our discounted billing rates based on the level of experience required. We would execute a separate contract for these services, if they are requested by the Project and the Authority.

I am authorized to make representations for C.J. Brown & Company, CPAs – An Accountancy Corporation and am duly authorized to sign a contract with the Tri-Dam Project and the Tri-Dam Power Authority.

Christopher J. Brown, CPA, CGMA

October 17, 2023

Date

# Exhibit I – Proposed Hours and Our Fees

## Proposed Hours and Our Fees

We anticipate that, for the years ending December 31, 2023 and 2024, the audits of the Project and the Authority will approximate 120 and 70 hours, respectively. These hours, by major area, are summarized as follows:

<b>TRI-DAM PROJECT</b>				
<b>Audit Steps</b>	<b>Partner</b>	<b>Manager/ Supervisor</b>	<b>Senior/ Staff</b>	<b>Total</b>
Planning	2	3	12	17
Internal Control Testwork	2	3	16	21
Substantive Testwork	4	6	32	42
Financial Reporting	12	8	20	40
Total	20	20	80	120

<b>TRI-DAM POWER AUTHORITY</b>				
<b>Audit Steps</b>	<b>Partner</b>	<b>Manager/ Supervisor</b>	<b>Senior/ Staff</b>	<b>Total</b>
Planning	2	2	6	10
Internal Control Testwork	2	2	8	12
Substantive Testwork	4	3	16	23
Financial Reporting	7	8	10	25
Total	15	15	40	70

As shown above, we expect approximately 33% to 43% of engagement hours to come from the Partners and Managers assigned to the Project and the Authority.

Working on the premise that we will be provided with a year-end trial balance, along with an audit package of reconciled balances and supporting schedules of all balance sheet accounts, we expect to perform the audit of the Project and the Authority at fees as stated in the attached Schedule of Professional Fees on Page 3 for the years ending December 31, 2023 and 2024.

Our fees are based on the product of the time spent on the engagement and the billing rates of the individuals assigned, plus out-of-pocket costs (such as, report reproductions, typing, postage, travel, copies, telephone, etc.). We will obtain the assistance of the Project's and the Authority's personnel to the extent possible and otherwise endeavor to keep these charges to a minimum. We will submit progress billings monthly to your office as our work progresses, which will be due and payable thirty days from the date of the invoice.

## Exhibit I – Proposed Hours and Our Fees, continued

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Based upon the present size and scope of the activities of the Project and the Authority, we expect to perform the services enumerated above at our discounted hourly rates. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audits. We have provided a breakdown of our current hourly rates, which would apply to these engagements on the attached Schedule of Professional Fees by Hours on Page 4 of this cost proposal.

We will maintain our work papers for at least five years and make them available to the Project, the Authority, state agencies, the General Accounting Office, and other parties upon the direction of the Project and the Authority.

We want the Board to understand that we will provide **any** assistance and answer **any** questions that the Project's and the Authority's staff or members of the Board may have when they arise for the entire duration of our contract. We find it important to stay abreast of the Project's and the Authority's activities and accounting issues during the entire engagement.

We would like to thank you and the Board for the opportunity to submit a proposal for the auditing services of the Project and the Authority. Because of our experience in special districts and our interest in the Project and the Authority, we will provide you with assistance in your operations as well as meet the audit needs of the organizations. Also, we will continually make recommendations on these and other matters that come to our attention. We are proud of the professional services we provide and encourage you to make inquiries to any of our clients about their satisfaction with our services and the quality of our staff.

## Exhibit II – Schedule of Professional Fees

	<u>Audit Fees</u>	<u>Out-of-Pocket Expenses</u>	<u>Total Audit Fees</u>	<u>State Controller's Report</u>	<u>Total Maximum (with Optional Item, if any)</u>
<b>Year 2023</b>					
TRI-DAM PROJECT	\$ 12,620	1,000	13,620	-	13,620
TRI-DAM POWER AUTHORITY	<u>7,785</u>	<u>1,000</u>	<u>8,785</u>	<u>750</u>	<u>9,535</u>
<b>Total 2023</b>	<b><u>20,405</u></b>	<b><u>2,000</u></b>	<b><u>22,405</u></b>	<b><u>750</u></b>	<b><u>23,155</u></b>
<b>Year 2024</b>					
TRI-DAM PROJECT	12,900	1,100	14,000	-	14,000
TRI-DAM POWER AUTHORITY	<u>7,955</u>	<u>1,100</u>	<u>9,055</u>	<u>750</u>	<u>9,805</u>
<b>Total 2024</b>	<b><u>20,855</u></b>	<b><u>2,200</u></b>	<b><u>23,055</u></b>	<b><u>750</u></b>	<b><u>23,805</u></b>
<b>Total Contract</b>	<b>\$ <u>41,260</u></b>	<b><u>4,200</u></b>	<b><u>45,460</u></b>	<b><u>1,500</u></b>	<b><u>46,960</u></b>

Please note that any additional services requested by the Project and the Authority during the audit periods shall be negotiated at the stated hourly rates per year as noted in the following schedules per year.

See our estimate per engagement on the Schedule of Fees by Hours on the following page.

## Exhibit III – Schedule of Fees by Hours

CALENDER YEAR 2023	TRI-DAM PROJECT			TRI-DAM POWER AUTHORITY		
	Hours	Hourly Rates	Total	Hours	Hourly Rates	Total
<b>2023 Audit of:</b>						
Basic Financial Statements						
Partner - Engagement	15	\$ 155	\$ 2,325	10	\$ 155	\$ 1,550
Partner - Technical	5	155	775	5	155	775
Manager/Supervisor	20	140	2,800	15	140	2,100
Senior/Staff	80	84	6,720	40	84	3,360
<b>Total Financial Statement Audit for 2023</b>	<b><u>120</u></b>		<b><u>12,620</u></b>	<b><u>70</u></b>		<b><u>7,785</u></b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b><u>1,000</u></b>			<b><u>1,000</u></b>
<b>Total Maximum for 2023</b>			<b><u>\$ 13,620</u></b>			<b><u>\$ 8,785</u></b>
<b>Additional Item Asked to be Priced by the Authority:</b>						
Preparation of the Authority's Annual State Controller's Report (SCR)	N/A	\$ 125	\$ -	6	\$ 125	\$ 750
<b>Total Maximum with Additional Item for 2023</b>			<b><u>\$ 13,620</u></b>			<b><u>\$ 9,535</u></b>
CALENDAR YEAR END 2024	TRI-DAM PROJECT			TRI-DAM POWER AUTHORITY		
	Hours	Hourly Rates	Total	Hours	Hourly Rates	Total
<b>2024 Audit of:</b>						
Basic Financial Statements						
Partner - Engagement	15	\$ 158	\$ 2,370	10	\$ 158	\$ 1,580
Partner - Technical	5	158	790	5	158	790
Manager/Supervisor	20	143	2,860	15	143	2,145
Senior/Staff	80	86	6,880	40	86	3,440
<b>Total Financial Statement Audit for 2024</b>	<b><u>120</u></b>		<b><u>12,900</u></b>	<b><u>70</u></b>		<b><u>7,955</u></b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b><u>1,100</u></b>			<b><u>1,100</u></b>
<b>Total Audit Fees for 2024</b>			<b><u>\$ 14,000</u></b>			<b><u>\$ 9,055</u></b>
<b>Additional Item Asked to be Priced by the Authority:</b>						
Preparation of the Authority's Annual State Controller's Report (SCR)	N/A	\$ 125	\$ -	6	\$ 125	\$ 750
<b>Total Maximum with Additional Item for 2024</b>			<b><u>\$ 14,000</u></b>			<b><u>\$ 9,805</u></b>



## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is effective as of November 16, 2023 (the “Effective Date”) by and between the **Tri-Dam Power Authority**, a joint venture 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 CJ Brown & Company, CPAs (“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: Independent Audit Services for the years ending December 31, 2023 and 2024

Services to be provided by Consultant and other work to be performed by Consultant (“Work”) are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference.

Consultant’s key personnel assigned to, and who shall be primarily responsible for carrying out the Work, are as follows:

Name	Classification/Position	Project Role
Christopher J Brown	Partner	Supervision

Consultant may replace, substitute, reassign, or remove key personnel from the Work by written approval of Client. However, where key personnel are unable to perform the Work due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

- 2. Term of Agreement.** This Agreement shall be effective immediately and shall remain in effect unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
- 3. Schedule for Performance.** Consultant shall perform the Work 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 Work shall be on a time and materials basis in accordance with the Rate and Fee Schedule attached hereto as **Exhibit A**. The Rate and Fee Schedule shall be effective for the duration of performance of the Work, 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.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of: **\$19,340 (Nineteen Thousand three hundred and forty dollars)**.

- 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

**"CONSULTANT"**

**CJ Brown & Company, CPAs**

Attn: Christopher J Brown  
10805 Holder Street, Suite 150  
Cypress, CA 90630  
Telephone: (657) 214-2307

With courtesy copies to:

**Oakdale Irrigation District**

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

**South San Joaquin Irrigation District**

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

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 Work performed by Consultant.

**9. Potential Conflicts of Interest.**

- a. Consultant shall disclose its involvement in any projects which 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. District 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 District. 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 District 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 District, 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 subconsultants 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 Work. 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 subconsultant retained by Consultant shall maintain at their own expense the following insurance:

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

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **"the 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 Tri-Dam Project, Oakdale Irrigation District, South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized 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 Work 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 Work. 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 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 District'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 District 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. **No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
21. **Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Tuolumne.



## **EXHIBIT "A" SCOPE OF WORK**

## EXHIBIT "B" WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require 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: \_\_\_\_\_