



SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, July 15, 2021 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

Public Participation

The public is welcome to attend the Board Meetings in person as well as remotely through the call-in number provided below. Anyone wishing to make a public comment will need to attend the meeting in person as call-in attendees will be placed on mute in order to minimize background noise.

South Tahoe Public Utility District Board of Directors Meeting

Please listen to the meeting from your phone:

Dial in Number: 1-951-384-3421

Access Code: 166-399-736

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE AUDIENCE** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, and no more than three individuals shall address the same subject.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**

6. ITEMS FOR BOARD ACTION

- a. Unpaid Delinquent Accounts for Sewer and Water
(Tim Bledsoe, Manager of Customer Service)
(1) Hold a Public Hearing at 2:00 p.m. to receive public comments and protests regarding the list of delinquent accounts; (2) Approve the list of delinquent accounts; and, (3) Adopt Resolution No. 3187-21, authorizing the list of delinquent accounts to be added to the 2021/22 El Dorado County Tax Assessor's Roll.
- b. Tahoe Keys Pump Station Rehabilitation Project
(Adrian Combes, Senior Engineer)
1) Find minor irregularities in the bid from T&S Construction Company, Inc., to be immaterial and waive immaterial irregularities; and, 2) Award Tahoe Keys Pump Station Rehabilitation Project to the lowest responsive, responsible bidder, T&S Construction Company, Inc., in the amount of \$4,904,729.
- c. Keller-Heavenly Water System Improvements Project, Phase 2
(Trevor Coolidge, Senior Engineer)
1) Find minor irregularities in the bid from White Rock Construction, Inc., to be immaterial and waive immaterial irregularities; and, 2) Award Keller-Heavenly Water System Improvements Project, Phase 2, to the lowest responsive, responsible bidder, White Rock Construction, Inc., in the amount of \$536,000.
- d. Paloma Well Rehabilitation Project
(Ivo Bergsohn, Hydrogeologist)
Award the Paloma Well Rehabilitation Project – Rebid to the lowest responsive, responsible bidder.
- e. Board Policy Manual
(John Thiel, General Manager)
Approve Changes to Section 2060 of the Board Policy Manual.
- f. Approve Payment of Claims (Debbie Henderson, Accounting Manager)
The Payment of Claims was not available when this Agenda was published due to the extended Fiscal Year invoice processing. It will be distributed prior to and at the July 15 Board meeting.

7. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)

8. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)

9. **EL DORADO WATER AGENCY PURVEYOR REPORT**

10. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)

11. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)

- a. Staffing Update
- b. COVID-19
- c. Liberty Power
- d. Tahoe Sierra Waterline Flushing
- e. Tahoe Keys Water Shortage

12. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**Past Meetings/Events**

07/01/2021 – 2:00 p.m. Regular Board Meeting at the District
07/12/2021 – 3:30 p.m. Operations Committee Meeting at the District
07/14/2021 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville

Future Meetings/Events

08/03/2021 – 3:30 p.m. System Efficiency and Sustainability Committee Meeting at the District
08/05/2021 – 2:00 p.m. Regular Board Meeting at the District

ADJOURNMENT (The next Regular Board Meeting is Thursday, August 5, 2021, at 2:00 p.m.)

The South Tahoe Public Utility District Board of Directors regularly meets the first and third Thursday of each month. A complete Agenda packet is available for review at the meeting and at the District office during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A recording of the meeting is retained for 30 days after Minutes of the meeting have been approved. Items on the Agenda are numbered for identification purposes only and will not necessarily be considered in the order in which they appear. Designated times are for particular items only. Public Hearings will not be called to order prior to the time specified, but may occur slightly later than the specified time.

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

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

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



SOUTH TAHOE PUBLIC UTILITY DISTRICT
CONSENT CALENDAR
Thursday, July 15, 2021

ITEMS FOR CONSENT

a. 2019 ROCKY POINT II WATERLINE REPLACEMENT REBID AND LARGE METERS REPLACEMENT PROJECT

(Adrian Combes, Senior Engineer)

(1) Approve Change Order No. 3 to Haen Constructors in the credit amount of \$101,538.33; and, (2) Approve Closeout Agreement and Release of Claims for Haen Constructors.

b. SOUTH Y PCE REGIONAL INVESTIGATION

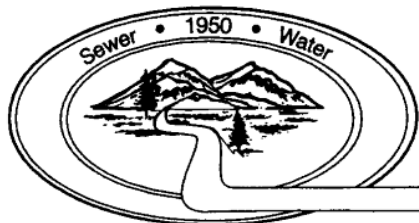
(Ivo Bergsohn, Hydrogeologist)

Enter into an Access Agreement with AECOM Technical Services, Inc., for temporary use of the Tata Well Site as a staging area for regional investigation.

c. REGULAR BOARD MEETING MINUTES: July 1, 2021

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

Approve July 1, 2021, Minutes.



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 4a

TO: Board of Directors

FROM: Adrian Combes, Senior Engineer

MEETING DATE: July 15, 2021

ITEM – PROJECT NAME: 2019 Rocky Point II Waterline Replacement REBID and Large Meters Replacement Project

REQUESTED BOARD ACTION: (1) Approve Change Order No. 3 to Haen Constructors in the credit amount of \$101,538.33; and, (2) Approve Closeout Agreement and Release of Claims for Haen Constructors.

DISCUSSION: The Rocky Point II Waterline Replacement and Large Meters Replacement Project (Project) consists of four portions of work, including: 1) Rocky II Waterline, 2) Rocky Pressure Regulating Valve (PRV), 3) Large Meter Replacements; and, 4) Miscellaneous Water/Sewer Improvements. The work is being completed by Haen Constructors of South Lake Tahoe. The Rocky II Waterline, the Rocky PRV and the Large Meter Replacements have already been closed out in order to meet State Revolving Fund (SRF) deadlines for reimbursement.

The only remaining portions of the Project were under Miscellaneous Water/Sewer Improvements and included: modification of the power supply for the Rocky PRV, installation of a vehicle lift at the Lower Shops and stabilization of a road at Diamond Valley Ranch (DVR). The work to stabilize the road at DVR was completed in April 2021 and the other two items will be completed as part of the 2021 Rocky 1 Waterline and PRV Replacement Project. All work under the Contract has now been completed.

Change Order No. 3 increases the Contract time by 233 calendar days to perform additional work, and decreases the overall Contract amount by \$101,538.33 for work not performed by the contractor, under the as-needed Miscellaneous Water and Sewer System Improvements portion of the Contract. The Contract includes placeholders for \$100,000 in As-Needed Water System Improvements, and \$250,000 in As-Needed Sewer System Improvements, to be performed as directed by staff during construction. Very minimal work was performed on the water system under this Contract: \$1,664 to modify the Pine Valley PRV pilot system. On the Sewer System, staff directed the contractor to install the new wet well at the Fallen Leaf Main Station (\$215,513.31), repair a sewer lateral per Caltrans request on Highway 50 (\$14,236.70), and apply tackifier for erosion

control behind the generator building at the Treatment Plant (\$1,225). The final Contract Amount is \$2,298,656.67.

With Board approval, staff filed the Notice of Completion (NOC) with El Dorado County on May 20, 2021. El Dorado County Recorded the NOC on June 2, 2021. The 30-day Stop Notice filing period ended on July 2, 2021. No Stop Notices were filed within the filing period. Staff recommends approval of Change Order No. 3 and Closeout Agreement and Release of Claims for the Contract.

SCHEDULE: Upon Board approval

COSTS: <\$101,538.33>

ACCOUNT NO: 2030-2504; 1030-2504

BUDGETED AMOUNT AVAILABLE: N/A

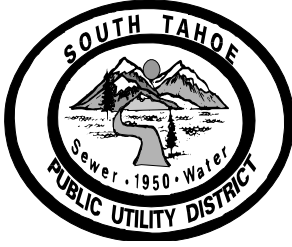
ATTACHMENTS: Change Order No. 3 and Closeout Agreement

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water/Sewer

GENERAL MANAGER: YES *J* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO



CHANGE ORDER NO. 03

Project: Rocky Point II Waterline Replacement REBID and Large Meters Replacement Project

Contractor: HAEN CONSTRUCTORS

Date: 7.15.2021 PO #: 2020-273; 2020-274; 2020-275; 2020-276, 020-277; 2020-278; 2020-291

The Contract Shall Be Changed As Follows:

- A. Decrease Bid Item 30 by \$98,336.00 from \$100,000.00 to \$1,664.00 to reflect work performed for Miscellaneous Water System Improvements. Work was performed to modify the Pine Valley PRV pilot system to mitigate concerns of over pressurization and was agreed upon as a lump sum price.

TOTAL FOR ITEM A IS <\$98,336.00>

**TOTAL FOR CHANGE ORDER NO. 3 IS
A+B+C = <\$101,539.33>**

	Dollar Amounts	Contract Time
Original Contract	\$2,358,141.50	403 Calendar Days
Previous Change Orders	\$42,053.50	403 Calendar Days
Current Contract	\$2,400,195.00	403 Calendar Days
THIS CHANGE ORDER	<\$101,538.33>	233 Calendar Days
New Contract Total	\$2,298,656.67	636 Calendar Days

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

Authorized By STPUD Board President

Date: _____

Accepted By Contractor

Date: _____

Reviewed By

Date: _____

- B. Decrease Bid Item 31 by \$3,202.33 from \$250,000.00 to \$246,797.67 to reflect work performed for Miscellaneous Sewer System Improvements. Work was performed on a Time and Material Basis to install a new wet well at Fallen Leaf Lake, stabilize a road at Diamond Valley Ranch and to fix a sewer lateral on Highway 50 per Caltrans request as documented in T&M tickets. Work was also completed on a lump sum basis for applying tackifier to stabilize a hill behind the generator building at the Treatment Plant.

TOTAL FOR ITEM B IS <\$3,202.33>

- C. Increase contract working days by 233 calendar days per agreement with contractor to perform additional work. There is no cost associated with this time extension.

TOTAL FOR ITEM C IS \$0.00

TOTAL FOR CHANGE ORDER NO. 3 IS

A+B+C = <\$101,538.33>

CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS is made in South Lake Tahoe, California, this 15th day of July, 2021 by and between South Tahoe Public Utility DISTRICT, hereinafter referred to as "DISTRICT", and Haen Constructors, hereinafter referred to as "CONTRACTOR".

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of CONTRACTOR, for and in consideration of Two Million Three Hundred Fifty-Eight Thousand One Hundred Forty-One Dollars and Fifty Cents (\$2,358,141.50), contract amount, and the sum of (<\$59,484.83>) for said Contract Change Orders Nos. 1 through 3, receipt of which is hereby acknowledged, has submitted waivers from all subcontractors and suppliers in the form required by Civil Code §8132 - 8138, and does hereby and for each of its successors, assigns and partners, release acquit and forever discharge the SOUTH TAHOE PUBLIC UTILITY DISTRICT OF EL DORADO COUNTY, CALIFORNIA, and each of its successors, assigns, officers, agents, servants, and employees, from any and all rights, claims, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever, which might have been asserted against DISTRICT by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement dated August 2, 2019 for Purchase Order Nos. 2020-273, 2020-274, 2020-275, 2020-276, 2020-277, 2020-278, 2020-291 DISTRICT project described as the 2019 Rocky Point II Waterline Replacement Rebid and Large Meters Replacement Project.
 - B. Change Orders No. 1 through 3 as approved by the parties, pertaining to Purchase Order Nos. 2020-273, 2020-274, 2020-275, 2020-276, 2020-277, 2020-278, 2020-291 and shown in Payment Request No. 15, dated August 5, 2021.
2. That the undersigned, as the authorized representative of DISTRICT, for and in consideration of the CONTRACTOR's completion of Purchase Order Nos. 2020-273, 2020-274, 2020-275, 2020-276, 2020-277, 2020-278, 2020-291 does hereby and for each of its successors, and assigns, releases, acquits and forever discharge and each of its successors, assigns, officers, agents, servants, and employees, and sureties from any and all rights, claims, demands, debts, obligations, liability, actions, costs, expenses whatsoever which might have been asserted against CONTRACTOR, except for the rights accruing to the DISTRICT in California Code of Civil Procedure Section 337.15, Entitled "Ten Years - Action to Recover Damage from Latent Deficiencies in Planning or Construction of Improvements to Real Property," which rights are specifically not released, and except for warranties and sureties provided by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement dated August 2, 2019 for Purchase Order Nos. 2020-273, 2020-274, 2020-275, 2020-276, 2020-277, 2020-278, 2020-291 DISTRICT project described as 2019 Rocky Point II Waterline Replacement Rebid and Large Meters Replacement Project.
 - B. Change Orders No. 1 through 3 as approved by the parties, pertaining to Purchase Order Nos. 2020-273, 2020-274, 2020-275, 2020-276, 2020-277, 2020-278, 2020-291 and shown in Payment Request No. 15, dated August 5, 2021.

3. Nothing contained herein shall waive or alter the rights, privileges, and powers of the DISTRICT or the duties, liabilities and obligations of the CONTRACTOR and its surety in respect to any portions of the Specifications for Purchase Order No.
4. The DISTRICT has received no claims from the CONTRACTOR.
5. The DISTRICT filed and recorded a NOTICE OF COMPLETION with the El Dorado County Recorder on June 2, 2021. As such, The statutory stop payment notice period expired on July 6, 2021

6.		
	The presently retained amount is	\$12,423.08
	Original Contract amount	\$2,358,141.50
	Total Change Order Amount	\$<59,484.83>
	Less: Amount Previously Paid (Request Nos. 1 through 14)	\$2,286,233.59
	Retainage	\$12,423.08
	BALANCE:	\$12,423.08

The retainage will be released to the CONTRACTOR at the expiration of the lien period 35 (thirty-five) calendar days after date of recording a NOTICE OF COMPLETION by El Dorado County Recorder or when all liens have been released, whichever last occurs. Release pursuant to this agreement shall not apply to CONTRACTOR's rights to the presently retained amount until such time as such amounts are received in full by CONTRACTOR.

7. CONTRACTOR and DISTRICT agree that the total adjusted contract price and time of performance for Purchase Order Nos. 2020-273, 2020-274, 2020-275, 2020-276, 2020-277, 2020-278, 2020-291 after the execution of change orders shall be as follows:

Original Contract Price	\$2, 358,141.50
Original Calendar Days	403
Total Adjusted Price	\$2,298,656.67
Total Adjusted Calendar Days	636

8. It is understood and agreed by the undersigned that the facts with respect to which the foregoing Release is given may hereafter turn out to be other than or different from the facts in that connection now known to be or believed by said undersigned to be true, and the undersigned hereto expressly assume the risk of the facts turning out to be different than they now so appear, and agree that the foregoing Release shall be, in all respects, effective and not subject to termination or recession by any such difference in facts and undersigned hereby expressly waive any and all rights the undersigned have or may have under California Civil Code Section 1542, which provides as follows:

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

9. The releases made by the CONTRACTOR and the DISTRICT herein are not to be construed as an admission or admissions of liability on the part of either party and that the parties deny liability hereof. The undersigned agree that they will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the other party based on, arising out of, or in any way connected with the subject matter of this Release.
10. The CONTRACTOR hereby releases the DISTRICT from all claims, including those of its Subcontractors for all delay and impact costs, if any.
11. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR has not heretofore assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever and the CONTRACTOR agrees to indemnify and hold harmless the DISTRICT against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims, including attorney's fees, arising out of or connected with any such assignment or transfer or purported assignment or transfer.
12. The undersigned acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Closeout Agreement and Release of Claims. The undersigned acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained herein.
13. The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, have been made to the undersigned and that this Release contains the entire agreement among the parties hereto and that the terms of the Release are contractual and not a mere recital.
14. The persons executing this Closeout Agreement and Release of Claims represent and warrant to the other party that the execution and performance of the terms of this Release have been duly authorized by all requisite corporate, partnership, individual, or other entity requirements and that said persons have the right, power, legal capacity and authority to execute and enter in the Closeout Agreement and Release of Claims.

JOHN THIEL, GENERAL MANAGER

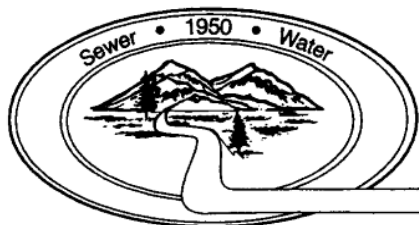
DATED

ATTEST: MELONIE GUTTRY, CLERK OF BOARD

DATED

CONTRACTOR

DATED



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 4b

TO: Board of Directors
FROM: Ivo Bergsohn, Hydrogeologist
MEETING DATE: July 15, 2021
ITEM – PROJECT NAME: South Y PCE Regional Investigation

REQUESTED BOARD ACTION: Enter into an Access Agreement with AECOM Technical Services, Inc., for temporary use of the Tata Well Site as a staging area for regional investigation.

DISCUSSION: On June 24, 2021, the District received a request for access to the Tata Well Site for temporary use as a staging area for the storage of equipment and materials needed by AECOM Technical Services, Inc., (AECOM), to perform a regional investigation through the South Y Area. This is the third year that AECOM has been conducting the regional investigation for the Lahontan Regional Water Quality Control Board (LRWQCB) and requesting access to the Tata Well Site (APN 03224210 and 03224211) for this purpose.

The Access Agreement would allow AECOM access to the Tata Well Site for temporary use as a staging area for the storage of equipment and materials needed for regional investigation. The term of access to the property would be limited from July 15, 2021, through September 30, 2021. Remittance for temporary use of the property is requested in the amount of \$1,250 payable in advance from AECOM.

Staff is waiting to receive and review the Certificates of Insurance and endorsements required under the Access Agreement.

SCHEDULE: July 15, 2021, through September 30, 2021

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Access and Due Diligence Agreement

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *JT* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO

ACCESS AGREEMENT

This Access and Due Diligence Agreement (“Agreement”) is entered into as of the 15th day of July 2021 (“Effective Date”), by and between the South Tahoe Public Utility District (“District”), and AECOM Technical Services, Inc., a California corporation (“Consultant”), at South Lake Tahoe, California, with respect to the following facts and intentions:

A. The District is the owner of certain real property located at the Tata Well Site (APNs 03224210 and 03224211), South Lake Tahoe, California (“Property”). A map of the Property is attached as Exhibit A, which is incorporated by this reference;

B. Pursuant to the Contractor Scope of Work for the Regional Groundwater PCE Investigation being performed by the Lahontan Regional Water Quality Control Board (“Regional Board”), Consultant is contracted to conduct a regional investigation to define the extent of tetrachloroethylene and other volatile organic compounds (collectively “VOCs”) in groundwater occurring within the South “Y” Area, South Lake Tahoe, El Dorado County, California (“Regional Investigation”).

C. The Regional Board desires the District to allow the Consultant to access the Property for use as a staging area for the temporary storage of equipment and materials needed by the Consultant to perform the Regional Investigation; and,

D. The District agrees to allow the Consultant to enter the Property for the purpose of using the Tata Well site as a staging area pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the District and the Consultant (collectively “the parties” and individually each a “party”) agree as follows:

1. Term. For purposes of this Agreement, the term of the Consultant’s access to the Property shall commence on July 15, 2021 and terminate on September 30, 2021 (“Term”) or until terminated by either party by providing thirty (30) days’ written notice to the other party. The District may terminate this Agreement on five (5) days’ written notice if the Consultant materially breaches the terms of this Agreement.

2. Access Fee. Consultant shall pay the District a non-refundable access fee in advance of One Thousand two hundred fifty and 00/100 dollars (\$1,250.00) (Five Hundred and 00/100 Dollars (\$500.00) per month) payable in advance within thirty (30) days of the Effective Date (the “Access Fee”). The Access fee payment shall be mailed or delivered to the District at the location for notices to be sent as provide in this Agreement.

3. Limited Access. In consideration of the payment of the Access Fee and the performance of the promises by the Consultant, the District grants the Consultant access to the Property for staging equipment and materials required for the Regional Investigation. Consultant shall provide the District a notice of its intent to enter the Property at least five (5) days prior to the intended date of entry, which notice shall include a general description of the activities to be conducted and a list of its sub-consultants and contractors expected to use the Property. A representative of the District shall have the right, but not the obligation, to inspect the Consultant’s use of the Property for compliance with this Agreement.

4. Indemnity. The Consultant shall indemnify, defend and hold harmless, the District, its elected officials, officers, employees, agents, and contractors, from and against any and all claims, damages, losses, liabilities and expenses, including reasonable attorneys’ fees, paralegal and legal fees and costs, which arise out of, relate to or result from the Consultant’s, and its sub-consultants, contractors, employees and agents, acts or omissions, negligence or

willful misconduct related to their access to the Property and any related use of the Property, except to the extent caused by District's negligence or willful misconduct.

5. Insurance. Except as required by law and stated in this Agreement, the District shall have no liability, responsibility or duty of care to the Consultant related to its use of the Property. The Consultant may enter the Property at its own risk. Prior to accessing the Property pursuant to this Agreement, the Consultant shall maintain and provide to the District proof of the following insurance coverages:

5.1. **Workers Compensation Insurance.** Insurance to protect them from all claims under California Workers Compensation and Employers Liability Acts. Such coverage shall be maintained, in the type and amount, in strict compliance with all applicable state and federal statutes and regulations.

5.2. **Commercial General Liability Insurance.** Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering performance, which coverage shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 0001, and with a limit in an amount of Two Million Dollars (\$2,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement or the general aggregate limit and products completed operations aggregate limit shall be twice the required occurrence limit.

5.3. **Automobile Liability Insurance.** Insurance to protect against claims arising from death, bodily or personal injury, or damage to properties resulting from actions, failure to act, operations of equipment of the insured, or by its employees, agents, and consultants or by anyone directly or indirectly employed by the insured. The amount of insurance shall be Two Million Dollars (\$2,000,000) combined single limit per acts of coverage applied to bodily and personal injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

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

6. Compliance with Law. The Consultant shall take all necessary actions and implement all protections necessary to ensure that all actions taken in connection with all equipment, materials and substances generated, used or brought onto the Property pose no material threat to the safety of persons or the environment and cause no damage to the Property or other property of the District or other persons. The Consultant shall conduct itself on the Property in compliance with all applicable laws and regulations. Without limiting the previous sentence, the Consultant shall address any hazardous materials and substances at the Property in such a manner that fully complies with all applicable environmental laws and regulations. The

Consultant shall have no liability under this Agreement for pre-existing conditions at the Property that it does not create or negligently exacerbate.

7. **No Additional Rights Granted.** The Consultant acknowledges and agrees that the District's execution of this Agreement does not provide the Consultant with any additional rights or interest in the Property whatsoever.

8. **Damage to the Property.** The Consultant shall not allow, create, cause or permit any lien or encumbrance to attach to the Property during the Term. Should physical damages to the Property occur as a result of the Consultant's activities, the Consultant shall be responsible, at its sole cost and expense, to restore the Property to substantially the same condition in which it existed prior to such damage. The parties shall, as reasonably practical, jointly inspect the damaged Property and/or improvements and the Consultant shall repair/replace the damaged Property and/or improvements to the reasonable satisfaction of the District.

9. **Sub-consultants and Contractors.** In the event that the Consultant hires or retains any sub-consultant or contractor to perform the Regional Investigation and requires access to, and use of, the Property, the Consultant shall require the agreement with any such sub-consultant or contractor to be subject to the terms and conditions of this Agreement.

10. **General Provisions.**

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

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

To District: John Thiel, General Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

With Copy to: Gary M. Kvistad
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, Second Floor
Santa Barbara, CA 93101

To Consultant: Karen Beattie.
AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811

With Copy to: _____

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

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

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

10.5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the parties hereto.

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

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

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

10.9. Several Obligations. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

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

10.11. Survival. The provisions of this section and sections 3, 4, 5 and 8 shall survive the termination of this Agreement.

10.12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. There have been no binding promises, representations,

agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

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

South Tahoe Public Utility District:

By: _____
Kelly Sheehan, Board President

ATTEST:

By: _____
Melonie Guttry, Clerk of the Board

AECOM Technical Services, Inc.

By: _____

(Name/Title)





SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT July 1, 2021 MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:02 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL:

Board of Directors: President Sheehan, Director Peterson

Absent: Director Exline

Via Conference Call: Directors Cefalu and Romsos

Staff: John Thiel, Paul Hughes, Gary Kvistad, Melonie Guttry, Chris Stanley, Ivo Bergsohn, Gary Kvistad, Tim Bledsoe, Shelly Thomson

CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:

President Sheehan announced that the June 17, 2021, Minutes will be taken under Agenda Item 5a

CONSENT CALENDAR:

Moved Peterson/Second Sheehan/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Absent

to approve the Consent Calendar with changes as presented.

a. **COMPUTER EQUIPMENT FOR FISCAL YEAR 2021/2022**

(Bren Borley, IT Systems Specialist)

Authorized the purchase of budgeted computers and servers in the estimated amount of \$87,500 (including tax).

b. **REGULAR BOARD MEETING MINUTES: June 17, 2021**

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

Approved June 17, 2021, Minutes.

CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION

- a. **Melonie Guttry** reported that the June 17, 2021, Minutes incorrectly states that **Director Peterson** voted yes on Items 6d - Tahoe Keys Water Supply, 6e – Union Memorandum of Understanding effective June 24, 2021; and 6f – Management Staff Memorandum of Understanding effective June 24, 2021, when in fact, he had recused himself from voting on

these agenda items. The June 17, 2021, Minutes will be corrected to reflect that **Director Peterson** was absent from voting for these three items.

Moved Peterson/Second Sheehan/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Absent to reflect the corrections to the June 17, 2021, Minutes as read into the record.

ITEMS FOR BOARD ACTION

- a. Utility Pipeline Crossing Assessments (Ivo Bergsohn, Hydrogeologist) – **Ivo Bergsohn** provided details regarding the Utility Pipeline Crossing Assessments and reviewed the memorandum sent to the Board on June 30, 2021, and addressed questions from the Board.

Moved Peterson/Second Sheehan/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Absent to accept the Cost Proposal from Cardno, Inc., in the amount of \$299,230 to conduct utility pipeline crossing assessments within the District's service area and authorize staff to enter into an Agreement with Cardno, Inc., to perform the work described in their proposal for utility pipeline crossings assessments dated June 18, 2021.

Moved Peterson/ Second Sheehan/Sheehan Yes/Cefalu Yes/Romsos Yes/ Peterson Yes/Exline Absent to approve a subsequent motion to accept the Cost Proposal from Cardno, Inc., subject to contract negotiations.

- b. Underground Repair Water Staffing (John Thiel, General Manager) – **John Thiel** provided details regarding Underground Repair Water Staffing and addressed questions from the Board.

Moved Sheehan/Second Peterson/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Absent to approve the Asset Maintenance Specialist Position.

- c. Approve Payment of Claims (Debbie Henderson, Accounting Manager)

Moved Sheehan/Second Peterson/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Absent to approve Payment of Claims in the amount of \$1,560,370.29.

STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:

President Sheehan provided details regarding the City Liaison Committee Meeting that took place on June 30, 2021.

Director Romsos provided a report regarding the System Efficiency and Sustainability Committee meeting held on June 29, 2021.

BOARD MEMBER REPORTS:

Nothing to report

EL DORADO WATER AGENCY PURVEYOR REPORT:

Director Peterson reported the next meeting is July 14, 2021.

STAFF/ATTORNEY REPORTS:

Ivo Bergsohn provided a brief update to the 2014 Groundwater Management Plan. The Plan will be submitted to the Department of Water Resources by January 1, 2022. He provided details regarding the work that Desert Research Institute has been conducting on behalf of the District, as well as the workshop held on June 30, 2021, and addressed questions from the Board.

GENERAL MANAGER REPORT:

John Thiel reported on several items:

- Provided a staffing update, congratulating **Cavin Ross** on his promotion in Underground Repair Sewer.
- Provided a COVID-19 update, announcing that today will be the last live streamed Board meeting as the District does not have the staff to sustain the live stream process. Starting July 15, the public will be able to listen via the call-in number provided on the Agenda, but anyone wishing to make a public comment will need to attend the Board meeting in person as the live stream option will no longer be available.
- Provided details regarding the planned Tahoe Sierra area waterline flushing and addressed questions from the Board.

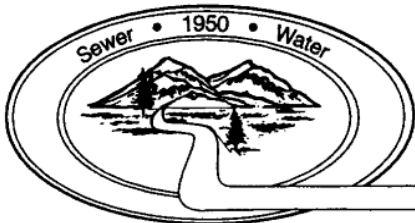
Director Peterson recused himself at 2:52 p.m.

- **John Thiel** and **Chris Stanley** provided an update regarding the Lukins Btothers Water Company and Tahoe Keys Property Owners Association (TKPOA) intertie with the District. The intertie can be opened at any time with a phone call to the District.

ADJOURNMENT: 2:57p.m.

Kelly Sheehan, Board President
South Tahoe Public Utility District

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



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 6a

TO: Board of Directors
FROM: Tim Bledsoe, Manager of Customer Service
MEETING DATE: July 15, 2021
ITEM – PROJECT NAME: Unpaid Delinquent Accounts for Sewer and Water

REQUESTED BOARD ACTION: (1) Hold a Public Hearing at 2:00 p.m. to receive public comments and protests regarding the list of delinquent accounts; (2) Approve the list of delinquent accounts; and, (3) Adopt Resolution No. 3187-21, authorizing the list of delinquent accounts to be added to the 2021/22 El Dorado County Tax Assessor's Roll.

DISCUSSION: A list of delinquent accounts (sewer and water) is attached to Resolution No. 3187-21 to be added to the 2021/22 El Dorado County Tax Assessor's Roll. The Board will hold a Public Hearing to consider any comments or protests from the public before considering approval of the list of delinquent accounts. Afterwards, the Board may approve Resolution No. 3187-21 authorizing the list of delinquent accounts to be added to the 2021/22 El Dorado County Tax Assessor's Roll.

SCHEDULE: Upon Board approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3187-21. A list of all delinquent accounts will be distributed prior to and at the Board Meeting.

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: General

GENERAL MANAGER: YES *JT* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

RESOLUTION NO. 3187-21

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH TAHOE PUBLIC UTILITY DISTRICT
AUTHORIZING EL DORADO COUNTY TO COLLECT
FISCAL YEAR 2020-2021 DELINQUENT AND UNPAID UTILITY
CHARGES ON THE COUNTY 2021-2022 TAX ROLL**

Whereas, pursuant to the Public Utility Code section 16647, the South Tahoe Public Utility District ("District") levies and collects water and sewer service charges from the District's customers to pay for the operation, maintenance and improvements;

Whereas, some of the District's customers from time to time become delinquent in their payment of water and sewer charges;

Whereas, the District's Customer Service Manager has prepared a list of delinquent water and sewer charges for the Fiscal Year 2020-2021 ("Delinquent Accounts");

Whereas, the California Public Utility Code Section 16469 authorizes the Delinquent Accounts to be placed on the El Dorado County tax rolls;

Whereas, the District may request the El Dorado County Auditor-Controller to place the Delinquent Accounts on the El Dorado County tax rolls; and,

Whereas, the District's Board of Directors has conducted a Public Hearing concerning the Delinquent Accounts, considered any comments or protests received prior to or at the hearing, and determined that the Delinquent Accounts should be placed on the El Dorado County tax rolls.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the South Tahoe Public Utility District, County of El Dorado, State of California, as follows:

1. The District's Board of Directors approves and adopts the Delinquent Accounts as presented by District staff, a copy of which is attached as Exhibit A and is incorporated by this reference.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

2. The District requests and authorizes the Auditor-Controller of the County of El Dorado to place on the Secured Property Tax Roll for Fiscal Year 2021-2022, the Delinquent Accounts pursuant to this Resolution No. 3187-21

3. It is further declared that the Delinquent Accounts should be added to and made a part of the El Dorado County annual assessment levied upon said certain parcels of land therein referred to and shall become a lien upon said parcels of land.

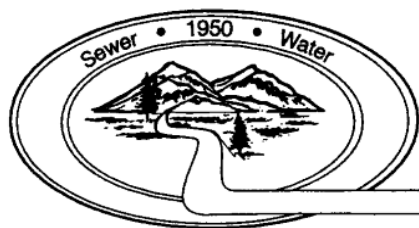
WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution No. 3187-21 was duly and regularly adopted and passed by the Board of Directors of South Tahoe Public Utility District at a regular meeting held on the 15th of July, 2021, by the following vote:

A YES:
NOES:
ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST:

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



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 6b

TO: Board of Directors
FROM: Adrian Combes, Senior Engineer
MEETING DATE: July 15, 2021
ITEM – PROJECT NAME: Tahoe Keys Pump Station Rehabilitation Project

REQUESTED BOARD ACTION: 1) Find minor irregularities in the bid from T&S Construction Company, Inc., to be immaterial and waive immaterial irregularities; and, 2) Award Tahoe Keys Pump Station Rehabilitation Project to the lowest responsive, responsible bidder, T&S Construction Company, Inc., in the amount of \$4,904,729.

DISCUSSION: On Thursday, May 13, 2021, 11 general contractors attended a mandatory virtual pre-bid meeting for the above Tahoe Keys Pump Station Rehabilitation Project (Project). The Project includes the following work:

- Replacement of the existing lift station with a new wet well and dry pit with new 12-foot diameter wet well and three submersible pumps
- New 60-inch diameter, polymer concrete influent manhole and 24-inch influent pipeline
- New cast-in-place vault for isolation valves, check valves and combination air valve
- New electrical power and control equipment including a temporary electrical controls trailer
- Seismic retrofit for the existing electrical building
- New smartcard intrusion alarm system and improved ventilation
- New 10-inch bypass
- Demolition of the existing wet well

Bids were opened virtually on Wednesday, June 23, 2021, at 2:00 p.m. and three bids were received. The total bid amounts ranged from \$4,904,729 to \$6,690,979 and the Engineer's Estimate for construction is \$5 million. A breakdown of the bid tally is attached.

T&S Construction Company, Inc., (T&S) was the apparent lowest responsive, responsible bidder. The bid protest period ended on June 30, 2021, and no protests were received. Staff has reviewed the bids for conformance with bidding requirements including Disadvantaged Business Enterprise (DBE) Good-Faith Effort to comply with funding requirements. As indicated in the Bid Summary prepared by the Contracts Administrator (attached), the apparent lowest responsive, responsible bidder received from T&S had three minor irregularities and no irregularities were discovered in the DBE review. The minor irregularities do not impact the bid price and have not provided T&S with a competitive advantage over other bidders, thus they may be waived by the Board as immaterial minor irregularities.

Staff has reviewed the bid pricing for the added alternate bid items and the incremental cost to upgrade the wet well to polymer concrete is \$2,500. This is a good value to the District by eliminating the need for a High Density Polyethylene (HDPE) liner as originally designed which could be problematic for maintenance in the future. The other two alternate bid items are necessary for the contract as they will be utilized for a PCE treatment system should PCE be encountered during the dewatering operation. Staff recommends that the Contract be awarded to T&S and that all alternate bid items be included in the Contract.

SCHEDULE: Upon Board approval

COSTS: \$4,904,729

ACCOUNT NO: 1030-7055

BUDGETED AMOUNT AVAILABLE: \$3,025,000 (2021/22); \$3,116,000 (2022/23)

ATTACHMENTS: Bid Summary

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

GENERAL MANAGER: YES *J* NO _____

CHIEF FINANCIAL OFFICER: YES *PH* NO _____

South Tahoe

Public Utility District

1275 Meadow Crest Drive

South Lake Tahoe, CA 96150

Telephone: (530)544-6474 Fax: (530)541-4319

Memorandum

Date: June 29, 2021

To: Board Members, John Thiel

From: Starlet Glaze, Contracts Administrator

Subject: Tahoe Keys Pump Station Replacement Project

At 2:00 o'clock p.m. on the afternoon of June 23, 2021 we received three (3) electronic bids via PlanetBids for the above-referenced project. Bids ranged from \$4,904,729.00 to \$6,690,979.00. The engineer's estimate was \$4,949,110.00.

A careful review and analysis of the three lowest bids showed only minor deviations. See attached spreadsheet and list of deviations for full breakdown of each bid.

T & S Construction Co., Inc. is the apparent low bidder. T & S Construction Co., Inc. had only three minor deviations.

I contacted the Contractors License Board and was given the following information:

License Number 301528 is current and active and expires 4/30/2023.

T & S Construction Co., Inc. holds a Class A – General Engineering Contractor license.

I also contacted the California Department of Industrial Relations Contractor Registration site and verified that T & S Construction Co., Inc. is registered under PWCR Number 1000000972.

Tahoe Keys Pump Station Replacement Project

Advertised: 04/30/2021

Bid Opening June 23, 2021 2:00 PM (PDT)

Item	Description	Unit of Measure	Quantity	T & S Construction Co., Inc.	Vinciguerra Construction, Inc.	TNT Industrial Contractors Inc.	Engineer's Estimate
TAHOE KEYS PUMP STATION REPLACEMENT							
1	Mobilization and demobilization including bonds and insurance, and cleanup for the lump sum price of _____ dollars and _____. (Note: this lump sum figure cannot exceed 10 percent of the total cost of the total bid (excluding this item.)	LS	1	\$250,000.00	\$570,000.00	\$558,784.00	\$449,920.00
2	Provide, install, and maintain erosion control measures and other required BMPs complete and in place for lump sum price of _____ dollars and _____ cents.	LS	1	\$65,000.00	\$80,000.00	\$27,672.00	\$35,654.00
3	Installation, operation, and maintenance of a groundwater dewatering system for the lump sum price of _____ dollars and _____ cents.	LS	1	\$120,000.00	\$250,000.00	\$308,534.00	\$183,937.00
4	Installation and maintenance of shoring for worker safety in accordance with OSHA and contract document requirements for the lump sum price of _____ dollars and _____ cents.	LS	1	\$980,000.00	\$1,000,000.00	\$1,234,976.00	\$1,387,660.00
5	Provide traffic control for the lump sum price of _____ dollars and _____ cents.	LS	1	\$40,000.00	\$80,000.00	\$20,032.00	\$17,834.00
6	Furnish all labor, materials, and equipment for construction of a fully functional and operational submersible pump station for the lump sum price of _____ dollars and _____ cents.	LS	1	\$720,000.00	\$800,000.00	\$729,521.00	\$667,053.00
7	Furnish all labor, materials, and equipment for construction of a fully functional and operational valve / meter vault for the lump sum price of _____ dollars and _____ cents.	LS	1	\$300,000.00	\$400,000.00	\$362,894.00	\$163,912.00
8	Furnish all labor, materials, and equipment for all excavation and over-excavation for structures and off-haul for the unit price of _____ dollars and _____ cents per square foot.	CY	706	\$38,830.00	\$211,800.00	\$133,434.00	\$39,115.00
9	Furnish all labor, materials, and equipment for all structures and stock piling for the unit price of _____ dollars and _____ cents per square foot.	CY	433	\$19,485.00	\$108,250.00	\$42,001.00	\$2,985.00
10	Furnish all labor, materials, and equipment for all structural fill material for the unit price of _____ dollars and _____ cents per square foot.	CY	477	\$33,390.00	\$71,550.00	\$51,993.00	\$10,919.00
11	Furnish all labor, materials, and equipment for all backfill and compaction for the unit price of _____ dollars and _____ cents per square foot.	CY	910	\$31,850.00	\$91,000.00	\$64,610.00	\$5,606.00
12	Furnish all labor, materials, and equipment for construction of the site demo, piping and structure work for the lump sum price of _____ dollars and _____ cents.	LS	1	\$585,000.00	\$325,000.00	\$461,342.00	\$325,510.00
13	Furnish all labor, materials, and equipment for final paving at the pump station for the unit price of _____ dollars and _____ cents per square foot.	SF	2099	\$12,594.00	\$20,990.00	\$44,079.00	\$15,497.00
14	Sawcut asphalt roadway, remove and replace street pavement, install new pavement surfaces per the plans, specifications, TRPA standards, and the City of South Lake Tahoe encroachment permit for the unit price of _____ dollars and _____ cents per square foot.	SF	16120	\$145,080.00	\$80,600.00	\$32,240.00	\$44,390.00
15	Furnish all labor, materials, and equipment for construction, delivery, setup and testing of the TECT complete and in place for the lump sum price of _____ dollars and _____ cents. The District shall retain ownership of the TECT at the completion of the project.	LS	1	\$470,000.00	\$500,000.00	\$513,342.00	\$727,304.00
16	Construct modifications to the existing pump station for the lump sum price of _____ dollars and _____ cents.	LS	1	\$165,000.00	\$100,000.00	\$235,864.00	\$143,388.00
17	Furnish and install all labor, materials, and equipment for the construction of fully operational and functional electrical, instrumentation, and control equipment for the lump sum price of _____ dollars and _____ cents.	LS	1	\$835,000.00	\$900,000.00	\$924,151.00	\$707,317.00
18	Furnish and install odor control system for the lump sum price of _____ dollars and _____ cents.	LS	1	\$32,000.00	\$20,000.00	\$31,576.00	\$21,109.00
			Subtotal	\$4,843,229.00	\$5,609,190.00	\$5,777,045.00	\$4,949,110.00
TAHOE KEYS PUMP STATION REPLACEMENT - BID ALTERNATE 1							
19	Furnish all labor, materials, and equipment for construction, delivery, 30 days of operation, and installation, and removal of the groundwater dewatering treatment system for the lump sum price of _____ dollars and _____ cents.	LS	1	\$50,000.00	\$150,000.00	\$292,760.00	
			Subtotal	\$50,000.00	\$150,000.00	\$292,760.00	N/A
TAHOE KEYS PUMP STATION REPLACEMENT - BID ALTERNATE 2							
20	Furnish all labor, materials, and equipment for each subsequent 14 day period of operation of the treatment system described in Bid Alternate 1 for the lump sum price of _____ dollars and _____ cents.	LS	1	\$9,000.00	\$50,000.00	\$271,174.00	
			Subtotal	\$9,000.00	\$50,000.00	\$271,174.00	N/A
TAHOE KEYS PUMP STATION REPLACEMENT - BID ALTERNATE 3							
21	Furnish all labor, materials, and equipment for construction of precast polymer concrete wet well risers and cover including hatch in lieu of precast concrete with HDPE lining for the lump sum price of _____ dollars and _____ cents, which is the difference between the precast concrete with HDPE liner and the precast polymer concrete wet well risers, cover, and hatch.	LS	1	\$2,500.00	\$80,000.00	\$350,000.00	
			Subtotal	\$2,500.00	\$80,000.00	\$350,000.00	N/A
			Total	\$4,904,729.00	\$5,889,190.00	\$6,690,979.00	\$4,949,110.00

Tahoe Keys Pump Station Replacement Project
Bid Opening: June 23, 2021 at 2:00 o'clock p.m.

Deviations and information gathered during bid analysis of the three lowest bids:

T & S Construction Co., Inc.

- List of Subcontractors:
 - The entity names of two of the subcontractors listed on the Bid form did not match either the California Contractor's State License Board (CSLB) or the California Department of Industrial Relations (CA DIR) websites. We were, however, able to verify the correct entity names, and that the subcontractors have an active California License, and are registered and current with the CA DIR.
- Bidder's General Information:
 - A blank copy of the Bid Bond was uploaded to the District's bidding web portal, PlanetBids. We did, however, receive the original Bid Bond at the District's Administrative Office prior to the Bid deadline.
- Certification by Contractor's Insurance Broker:
 - The Certification was filled out incorrectly. The brokerage agency was listed under the signature line instead of the insurance company.

Vinciguerra Construction, Inc.

- List of Subcontractors
 - One of the subcontractor's was listed on the Bid Form with an incomplete address that did not match either the California Contractor's State License Board (CSLB) or the California Department of Industrial Relations (CA DIR) websites.
 - The entity name of one of the subcontractors listed on the Bid Form did not match either the California Contractor's State License Board (CSLB) or the California Department of Industrial Relations (CA DIR) websites. We were, however, able to verify the correct entity name, and that the subcontractor has an active California License, and is registered and current with the CA DIR.
- Certification by Contractor's Insurance Broker
 - The Certification was filled out incorrectly. The space under the signature line where the insurance company should be listed was left blank.

TNT Industrial Contractors, Inc.

- List of Subcontractors
 - The entity names of the subcontractors listed on the Bid Form did not match either the California Contractor's State License Board (CSLB) or the California Department of Industrial Relations (CA DIR) websites. We were, however, able to verify the correct entity names, and that the subcontractors have an active California License, and are registered and current with the CA DIR.
 - One of the subcontractor's was listed on the Bid Form with an incomplete address that did not match either the California Contractor's State License Board (CSLB) or the California Department of Industrial Relations (CA DIR) websites.
- Bidder's General Information
 - Item 5, the name, address, and phone number for the brokerage agency and agent were provided on the Bid Form. The surety information (name, address, phone number) was not provided. We were, however, able to verify that the Bid Bond is valid and meets District requirements.
- Certification by Contractor's Insurance Broker
 - The Certification was filled out incorrectly. Only the brokerage agency and name of the broker were provided on the Bid Form. The insurance company's information (name, address, phone number) was not provided. We were, however, able to obtain the insurance company's information directly from the broker, and verify through the California Department of Insurance and AM Best websites that the company meets District's requirements.

TAHOE KEYS PUMP STATION REPLACEMENT PROJECT
CONTRACTOR'S SUBCONTRACTORS

T&S Construction Co., Inc.

<u>Description of Work</u>	<u>Subcontractors Name & Address</u>
Coatings 1%	Mason Painting P.O. Box 1115, Orangeville, CA 95662 CA#819987; CA DIR(PWC)#1000008947
Rebar 1%	Camblin Steel Service, Inc. 548 Gibson Dr., STE 150 Roseville. CA 95678 CA#218839; CA DIR(PWC)#1000003852
Hot Tap / Line Stop 1%	Tap Masters, Inc. 1647 Willow Pass Rd., #136 Concord, CA 94520 CA#697696; CA DIR(PWC)#1000000405
Electrical 20%	Creekside Electrical Contractors 3059 Airport Rd., Carson City, NV 89706 CA#915754; CA DIR(PWC)#1000016544
<u>Named Equipment/Material Supplier List:</u>	
<u>Equipment/Material</u>	<u>Supplier / Manufacturer</u>
Piping, Fittings and Specials	Pace Supply
Plug Valves	Pace Supply / Crispin
Pump and Motor	Rockwell Solutions / Vaughn
VFD	George Hall / ABB
MCC	Wesco / GE
Electrical Meter Panel	Wesco / GE
Access Hatches	BL Wilcox / USF Fabrications
PLC	George Hall / Rockwell
Level Instrumentation	George Hall / Siemens
Pressure Instrumentation	George Hall / Honeywell
Flow Meter	George Hall / Siemens
Precast Concrete (e.g., wet well risers)	Forterra / Forterra
Polymer Concrete (e.g., manhole, wet well)	Armorock / Armorock
Temporary Electrical and Controls Trailer (TECT)	Atlas Electric / Atlas Electric
Linestop	Tapmaster Inc. / JCM
Air Release Valves	Pace Supply / Crispin
Odor Control Equipment	Gierlich Mitchell / Carbtrol

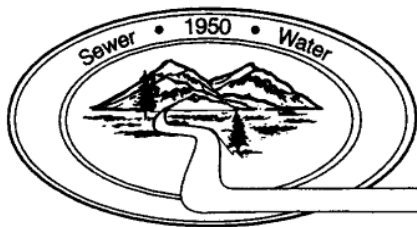
TAHOE KEYS PUMP STATION REPLACEMENT PROJECT
CONTRACTOR'S SUBCONTRACTORS

Vinciguerra Construction, Inc.

<u>Description of Work</u>		<u>Subcontractors & Address</u>
Line Stop	<1%	Tap Master, Inc. 1647 Willow Pass Rd. #136 Concord, CA 94520 CA#697696; CA DIR(PWC)#1000000405
Sheet Piling Shoring System	14%	Blue Iron Foundations & Shoring, LLC 3545 Carlin Dr. West Sac, CA 95091 CA#1009464; CA DIR(PWC)#1000004297
Asphalt Paving	1.5%	West Coast Paving, Inc. P.O. Box 19102 Reno, NV 89511 CA#972431; CA DIR(PWC)#1000020405
Coatings	1%	National Lining and Coating 26713 Madison Ave Murrieta, CA 92562 CA#886430; CA DIR(PWC)#1000013795
Dewatering & Water Treatment System	6%	Malcolm Drilling Co., Inc. 92 Natoma Street San Francisco, CA 94105 CA#259543; CA DIR(PWC)#1000003389
<u>Named Equipment/Material Supplier List:</u>		
<u>Equipment/Material</u>		<u>Supplier / Manufacturer</u>
Piping, Fittings and Specials		Ferguson
Plug Valves		Ferguson / Dezurik
Pump and Motor		Rockwell / Vaughn
VFD		Rockwell / Vaughn
MCC		Wesco / GE/ABB
Electrical Meter Panel		Wesco / GE/ABB
Access Hatches		Forterra Pipe & Precast / USF
PLC		GTH / Rockwell
Level Instrumentation		GTH / Siemens
Pressure Instrumentation		GTH / Honeywell
Flow Meter		GTH / Siemens
Precast Concrete (e.g., wet well risers)		Forterra Pipe & Precast / Forterra Pipe & Precast
Polymer Concrete (e.g., manhole, wet well)		Armorock / Armorock
Temporary Electrical and Controls Trailer (TECT)		ATLAS Electric / ATLAS Electric
Linestop		Tap Master / Smith Blair
Air Release Valves		Ferguson / Dezurik
Odor Control Equipment		Gierlich Mitchell / Carbtrol

TAHOE KEYS PUMP STATION REPLACEMENT PROJECT
CONTRACTOR'S SUBCONTRACTORS
TNT Industrial Contractors, Inc.

<u>Description of Work</u>		<u>Subcontractors & Address</u>
Dewatering	2%	Malcolm Drilling 92 Natoma St. San Francisco, CA 94105 CA#259543; CA DIR(PWC)#1000003389
Painting	7%	Mason Painting P.O. Box 1115 Orangeville, CA 95662 CA#819987; CA DIR(PWC)#1000008947
Shoring	8%	Blue Iron 3545 Carlin Dr. West Sacramento, CA 95691 CA#1009464; CA DIR(PWC)#1000004297
Hot Tap, line stop	.05%	Tap Masters 1647 Willow Pass Rd. Concord, CA 94520 CA#697696; CA DIR(PWC)#1000000405
Rebar	.06%	Camblin Steel 548 Gibson Dr. Suite 150 Roseville, CA 95678 CA#218839; CA DIR(PWC)#1000003852
Electrical	19%	Creekside Electrical 3059 Airport Rd. Carson City , NV 89706 CA#915754; CA DIR(PWC)#1000016544
Named Equipment/Material Supplier List:		
Equipment/Material	Supplier / Manufacturer	
Piping, Fittings and Specials	Western Nevada Supply	
Plug Valves	Western Nevada Supply	
Pump and Motor	Rockwell Solutions / Vaughan	
VFD	Wesco	
MCC	Wesco	
Electrical Meter Panel	Wesco	
Access Hatches	Armorock	
PLC	GTH	
Level Instrumentation	GTH	
Pressure Instrumentation	GTH	
Flow Meter	GTH	
Precast Concrete (e.g., wet well risers)	Armorock	
Polymer Concrete (e.g., manhole, wet well)	Armorock	
Temporary Electrical and Controls Trailer (TECT)	Atlas Electric	
Linestop	Tapmasters	
Air Release Valves	Western Nevada Supply	
Odor Control Equipment	Gierlich Mitchell	



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 6c

TO: Board of Directors

FROM: Trevor Coolidge, Senior Engineer

MEETING DATE: July 15, 2021

ITEM – PROJECT NAME: Keller-Heavenly Water System Improvements Project, Phase 2

REQUESTED BOARD ACTION: 1) Find minor irregularities in the bid from White Rock Construction, Inc., to be immaterial and waive immaterial irregularities; and, 2) Award Keller-Heavenly Water System Improvements Project, Phase 2, to the lowest responsive, responsible bidder, White Rock Construction, Inc., in the amount of \$536,000.

DISCUSSION: On March 4, 2021, the Board authorized staff to advertise for the Keller-Heavenly Water System Improvements Project, Phase 2 (Project), consisting of the tank construction phase of the Keller-Heavenly Project. This first phase of the Project included upsizing waterlines for fire flow, replacement of a pressure reducing valve (PRV), and construction of the replacement tank foundation, and is currently under construction. Phase 2 is scheduled to begin spring 2022, as soon as the site is clear of snow. The third phase includes rehabilitation of the tank access road, and additional PRV and waterline replacements, and is scheduled to be bid this fall and built in 2022, with the remaining tank site work commencing immediately following the completion of Phase 2. All three phases are being funded by a Drinking Water State Revolving Fund (DWSRF) loan through the California Water Board.

The Project was advertised on May 7, 2021, and a mandatory pre-bid meeting was held on May 25, 2021, attended by eight contractors. Bids were received on June 29, 2021. Despite strong interest during the bid period, only one bid was received, from White Rock Construction of Gardnerville, NV, in the amount of \$536,000. The Engineer's Estimate for construction of the Project was \$440,000.

Because only one bid was received in excess of the Engineer's Estimate, staff closely scrutinized White Rock's bid to ensure that it was both complete and competitive. The attached bid review found only minor, non-material irregularities. Because the Project is funded by DWSRF, contractors are required to seek participation from Disadvantaged Businesses Enterprises (DBEs) during bidding. Staff also reviewed the required DBE Good Faith Effort (GFE) documentation and found it to be complete; White Rock selected two DBE subcontractors to support their work on the Project.

In reviewing the bid amount, staff found the bid to be consistent with the Engineer's Estimate, with the exception of the tank construction line item, which was higher than estimated. Staff expects the increased cost can be attributed primarily to four factors with high uncertainty that were likely not well accounted for in the estimate: the Project was not bid directly by a tank builder (so there is additional markup incorporated), difficulty of tank access, escalation of construction costs for construction in 2022, and the use of an aluminum dome roof. The aluminum tank roof has a cost premium, but does not experience coating failures that steel roofs experience, reducing the lifecycle costs for the tank, particularly for the Keller Tank, which is extremely difficult to access with construction equipment. Based on the bid review, staff found the pricing to be competitive and does not believe there would be a benefit to re-bidding the Project.

Staff recommends that the Board find minor irregularities in the bid from White Rock Construction, Inc., to be immaterial and waive immaterial irregularities; and, award the Project to the lowest responsive, responsible bidder, White Rock Construction, Inc., in the amount of \$536,000.

SCHEDULE: Upon Board approval

COSTS: \$536,000; \$5.9 million for total Project

ACCOUNT NO: 2030-7022/15W007

BUDGETED AMOUNT AVAILABLE: Funded with a low interest DWSRF loan; budgeted \$1,531,000

ATTACHMENTS: Bid Review Summary

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES *JF* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO

South Tahoe

Public Utility District

1275 Meadow Crest Drive

South Lake Tahoe, CA 96150

Telephone: (530)544-6474 Fax: (530)541-4319

Memorandum

Date: July 7, 2021

To: Board Members, John Thiel

From: Starlet Glaze, Contracts Administrator

Subject: Keller-Heavenly Water System Improvements Project, Phase 2

At 2:00 o'clock p.m. on the afternoon of June 29, 2021 we received one (1) electronic Bid via PlanetBids for the above-referenced project. The Bid was for \$536,000.00. The Engineer's Estimate was \$440,000.00.

A careful review and analysis of the lowest Bid showed only minor deviations. See attached spreadsheet and list of deviations for full breakdown of the Bid.

White Rock Construction, Inc. is the apparent low bidder. White Rock Construction, Inc. had only three minor deviations.

I contacted the Contractors License Board and was given the following information:

License Number 640958 is current and active and expires 7/31/2022.

White Rock Construction, Inc. holds a Class A – General Engineering license.

I also contacted the California Department of Industrial Relations Contractor Registration site and verified that White Rock Construction, Inc. is registered under PWCR Number 1000011381.

Bid Results for the Keller-Heavenly Water System Improvements Project, Phase 2

Advertised on 05/07/2021

Bid Due on June 29, 2021 2:00 PM (PDT)

Item	Description	Unit of Measure	Quantity	White Rock Construction, Inc.
1	Mobilization and Demobilization (not to exceed ten percent (10%) of the total bid)	LS	1	\$45,000.00
2	Erosion Control	LS	1	\$10,000.00
3	Traffic Control	LS	1	\$5,000.00
4	New 150,000 Gallon Bolted Steel Tank w/ Aluminum Dome Roof	LS	1	\$450,000.00
5	Cathodic Protection System	LS	1	\$26,000.00
			Subtotal	\$536,000.00
			Total	\$536,000.00

Keller-Heavenly Water System Improvements Project, Phase 2
Bid Opening: June 29, 2021 at 2:00 o'clock p.m.

Deviations and information gathered during the Bid analysis:

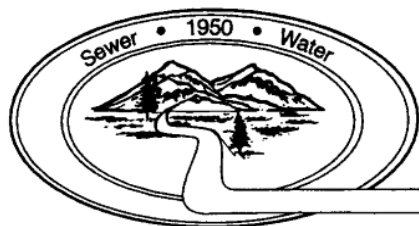
White Rock Construction, Inc.:

- List of Subcontractors
 - A subcontractor address on the Bid Form did not match the California Contractors State License Board (CSLB) website. It did match the Department of Industrial Relations (CA DIR) website. We were, however, able to verify that the address was current and used for mailing.
- Bidder's General Information
 - Item 5, only the name, address and phone number for the surety's brokerage agency and agent were provided. No surety information (name, address or phone number) was provided. We were, however, able to verify that the bid bond is valid and that the surety company meets District's specifications.
- Bid Forms
 - The Contractor failed to submit the Acknowledgement of Insurance Requirements form with the Bid documents. However, this Bid form is a District requirement, not a statutory requirement, so it is waivable. The Contractor has since provided the original Bid form to District staff.

**Keller-Heavenly Water System Improvements Project, Phase 2
CONTRACTOR'S SUBCONTRACTORS**

WHITE ROCK CONSTRUCTION, INC.

<u>Description of Work</u>		<u>Subcontractors Name & Address</u>
Construction Staking	0.77%	MAPCA Surveys, Inc. 580 Mount Rose St. Reno, NV 89509 Land Surveyor's #7954; DIR(PWC)#1000019358
Electrical Conduit and Box	1.31%	Creekside Electrical Contractors, Inc. 3059 Airport Road Carson City, NV 89706 CA#915754; DIR(PWC)#1000016544
150,000 gallon bolted steel tank with aluminum dome roof & cathodic protection	56%	Paso Robles Tank, Inc. PO Box 2810 Hemet, CA 92546 CA#784971; DIR(PWC)#1000002079
<u>Named Equipment/Material Supplier List:</u>		
<u>Equipment/Material</u>		<u>Supplier / Manufacturer</u>
1. 150,000 Gallon Bolted Steel, Factory Coated, Water Tank		Paso Robles Tank, Inc. / Paso Robles Tank, Inc.
2. Aluminum Dome Roof		Paso Robles Tank, Inc. / Tank Connection
3. Cathodic Protection System		Paso Robles Tank, Inc. / Corpro
4. Duckbill / Backflow Valve		Paso Robles Tank, Inc. / Tideflex
5. Tank Mounted Communication / Instrumentation Cabinet		NA – Phase 3 per plans
6. Fabricated Steel Spools and Fittings		Western Nevada Supply / US Pipe Fab



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 6d

TO: Board of Directors
FROM: Ivo Bergsohn, Hydrogeologist
MEETING DATE: July 15, 2021
ITEM – PROJECT NAME: Paloma Well Rehabilitation Project

REQUESTED BOARD ACTION: Award the Paloma Well Rehabilitation Project – Rebid to the lowest responsive, responsible bidder.

DISCUSSION: On April 15, 2021, the Board authorized staff to advertise for the Paloma Well Rehabilitation Project (Project). The Project advertised for bid starting on April 23 2021, with a bid opening at 11:00 a.m. on May 14, 2021. No bids were received. Follow-up calls were made to three prime contractors listed as prospective bidders for the Project on May 18, 2021. Responses from prospective bidders suggested bids were not received due to schedule conflicts with existing well drilling work, lack of available well drilling crews, and work on other competing bids. Considering these responses, staff elected to re-bid the project, believing that current workloads may ease through the summer. Staff advertised for the Paloma Well Rehabilitation Project- Rebid starting on June 8, 2021, with a bid opening at 11:00 a.m. on July 7, 2021. Electronic bids were received from one prime contractor, Zim Industries, Inc., in the amount of \$746,767. The Engineer's Estimate for this Project is \$343,320.

Following the close of the bid protest period, staff will provide a Bid Analysis and recommendation for award prior to and at the Board meeting.

SCHEDULE: August 2021 through February 2022

COSTS: \$343,320 (estimated)

ACCOUNT NO: 20.30.7009

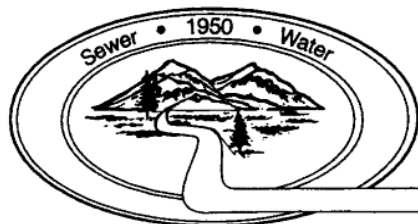
BUDGETED AMOUNT AVAILABLE: \$-0-; Unbudgeted item for Fiscal Year 2021/22

ATTACHMENTS: Will be available prior to and at the Board meeting

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

GENERAL MANAGER: YES *JT* NO _____

CHIEF FINANCIAL OFFICER: YES *PAH* NO _____



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 6e

TO: Board of Directors
FROM: John Thiel, General Manager
MEETING DATE: July 15, 2021
ITEM – PROJECT NAME: Board Policy Manual

REQUESTED BOARD ACTION: Approve Changes to Section 2060 of the Board Policy Manual

DISCUSSION: The Board of Directors maintains a Board Policy Manual which details various policies and procedures to assist the Board in its governance of the District in service to the public. This manual serves as a resource for Directors, staff, and members of the public in determining and communicating the manner in which matters of District business are to be conducted. The manual addresses many topics including Adoption and Amendment of Policies, Ethics, Public Engagement, Budget Preparation, Authority, Elections, Committees, Conduct, Board Meeting Protocols, etc.

Section 2060 relates to the General Manager in regards to powers and duties, responsibility, authority, etc. This section is attached with two proposed revisions as discussed below:

Section 2060.50 – Temporary General Manager. This proposed change identifies the Chief Financial Officer as the General Manager Pro Tempore in the absence of the General Manager. Currently, the Assistant General Manager is identified to fulfill this role. The District structure no longer includes this position.

Section 2060.90 – Employees. This proposed change clarifies the roles of the Board and the General Manager in terms of employment levels (the Board maintains control over the number of permanent employees) and organization (the General Manager establishes structure, classification, and distribution of employees). Staff reviewed nine other comparable agencies (see attached analysis) in regards to this distribution of control and found that, when addressed, the Board controls the number of positions and the General Manager controls the organization, classification, etc., of the positions. The Board also approves the budget which is a constraint and check on the General Manager's organizational decisions.

As per Section 1010 of the Board Policy Manual, the Board can make changes to the Board Policy Manual at a regular meeting of the Board of Directors by a vote of the majority of the Board.

The Ad-Hoc Committee for Organizational Structure, Service and Efficiency (President Sheehan and Director Cefalu) met on June 15, 2021, discussed these proposed changes, and recommends that these changes be made to the Board Policy Manual.

SCHEDULE: Upon Board direction

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Section 2060 of the Board Policy Manual with proposed changes; Analysis of Authority by Agency.

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *JT* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO

South Tahoe Public Utility District Board Policy Manual

General Manager

2060-10

2060.10 Powers and Duties - The General Manager shall have full charge and control over District construction projects and their maintenance and operation. The General Manager shall report to the Board in accordance with such rules and regulations as the Board may adopt and perform such further duties as are imposed by the Board. The General Manager shall be the administrative head of the government of the District under the direction and control of the Board of Directors except as otherwise provided in this article. The General Manager shall be responsible for the efficient administration of the District affairs which are under the General Manager's control. In addition to the General Manager's powers as Administrative head and not as a limitation thereon, it shall be the General Manager's duty and shall have all of the powers set forth in sections as described below:

2060.20 Residence - Residence in the South Tahoe Public Utility District's service boundaries at the time of appointment of the General Manager shall not be required as a condition of the appointment, but, within one hundred eighty (180) days thereafter, the General Manager must become a resident of the District or the Board of Directors shall declare the office of General Manager to be vacant.

2060.30 Directors Eligibility - No person elected or appointed as a Director of the District shall, subsequent to such election or appointment, be eligible for appointment as General Manager until such Director has ceased to be a member of the Board of Directors.

2060.40 Employment Agreement - The terms and conditions of the General Manager's employment agreement shall be specified in the agreement of employment established between the General Manager and the Board of Directors. The agreement of employment shall be for the period of time as specified therein. The Board shall set the compensation for General Manager by Ordinance. Whenever the agreement of employment is in conflict with any District Policy, said agreement of employment shall prevail.

2060.50 Temporary General Manager – ~~In the case of a temporary absence or disability of the General Manager, the Chief Financial Officer shall. The Assistant General Manager shall~~ serve as General Manager Pro Tempore. ~~during any temporary absence or disability of the General Manager. In case of the absence or disability of both the General Manager and the Assistant General Manager, department managers shall be~~

~~responsible for the operation of their individual departments.~~ In case of the absence or disability of the General Manager and ~~his/her failure to so appoint the~~ the Chief Financial Officer is unavailable to serve ~~Assistant General Manager~~ as General Manager Pro Tempore, the Board may designate ~~a some~~ qualified District employee to perform the duties of ~~thesaid~~ General Manager.

2060.60 Enforcement - It shall be the duty of the General Manager to enforce all the Ordinances and Resolutions of the District and to see that all Memorandums of Understanding, contracts, permits, and privileges granted by the District are fully observed.

General Manager (continued)

2060.70 Authority over Employees - It shall be the duty of the General Manager and will have authority, to control, order, and give directions to all employees and departments of the District.

2060.80 Examination, Appointment, Promotion and Removal of Employees - It shall be the duty of the General Manager (subject to rules made by Board of Directors for examination, appointment, promotion, and removal of employees of District), to examine applicants for employment and appoint, promote and remove employees of District.

2060.90 Employees. ~~Classification of Officers and Departments and Places of Employment~~ It shall be the duty of the General Manager to recommend employment levels to the Board. It shall be the duty of the General Manager to determine the organizational structure, distribution and classification of employees, places of employment, job titles and job descriptions, and duties of all employees from both the Union and Management units. The General Manager shall keep the Board and relevant Committees informed in regards to significant changes. ~~It shall be the duty and responsibility of the General Manager to recommend to the Board of Directors classifications of places of employment.~~ The General Manager shall comply with all labor laws, and further recommend such further duties of Officers of the District which may be imposed upon them by the Board in addition to those duties as provided by Statute.

2060.100 Ordinances and Resolutions - It shall be the duty of the General Manager and he shall recommend to the Board of Directors for adoption of Ordinances and Resolutions as the General Manager deems necessary or expedient.

2060.110 Attendance at Board of Directors Meetings - It shall be the duty of the General Manager to attend all meetings of the Board of Directors unless excused therefrom.

2060.120 Financial Reports - It shall be the duty of the General Manager to ensure the Board of Directors are kept fully advised as to the financial conditions and needs of the District.

2060.130 Purchasing - It shall be the duty of the General Manager to be responsible for the purchase of all supplies and advertising for the District and all of its departments. All expenditures submitted to the Board of Directors shall be in compliance with the Board adopted Purchasing Policy.

2060.140 Investigations - It shall be the duty of the General Manager to make investigations into the affairs of the District, into any Department thereof, and any contract for the proper performance of any obligations of the District.

2060.150 Public Utility or Public Utility Works - It shall be the duty of the General Manager to exercise general supervision over all public utilities or public utility works which are under the control or jurisdiction of the Board of Directors.

2060.151 The General Manager shall initiate any action necessary and appropriate to immediately respond to emergency situations. The General Manager, immediately after initiating response actions, shall call an Emergency Board Meeting and review any actions taken in response to the emergency. The Board of Directors shall respond to the

General Manager (continued)

emergency pursuant to applicable sections of the Government Code and Public Contract Code.

2060.160 Additional Duties - It shall be the duty of the General Manager to perform such other duties and exercise such other powers provided by law as may be delegated to the General Manager from time to time by Ordinance or Resolution or other actions of the Board of Directors.

2060.170 Director-General Manager Relations - The Board of Directors and its members shall deal with the construction, maintenance, and operation of the District only through the General Manager, except for the purpose of inquiry; and neither the Board of Directors, nor any member thereof, shall give orders to any District employees. The General Manager shall take orders and instructions from the Board of Directors only when sitting in a duly held meeting of the Board of Directors and no individual Director shall give any orders or instructions to the General Manager.

2060.180 Attendance at Committee Meetings - The General Manager may attend any and all committee meetings of the Board of Directors upon the General Manager's own volition or upon direction of the Board. At such committee meetings which the General Manager attends, the General Manager shall be heard by such committees as to all matters upon which he wishes to address the members thereof, and the General Manager shall cooperate to the fullest extent with the members of any committees appointed by the Board of Directors.

2060.190 Removal of General Manager - The removal of the General Manager shall be in accordance with current Agreement for Professional Services.

2000.50 The Board retains authority to:

2000.51 ~~Set the total maximum number of permanent, full-time employment positions. Set the number of authorized employees' positions and compensation for all employees;~~

Board Policy Manual

Authority by Agency	Current STPUD	Proposed STPUD	EID	TCPUD	TDPUD	IVGID	Mammoth ²	Sac Suburban	PCW	NTPUD	San Juan
Number of Full-time Positions	NA	Board	NA	Board	NA	Board	NA	Board	Board	NA	Board
Organizational / Classification	Board	GM	NA	NA	NA	GM ¹	NA	NA	GM	NA	GM ³

Notes:

NA - Not addressed

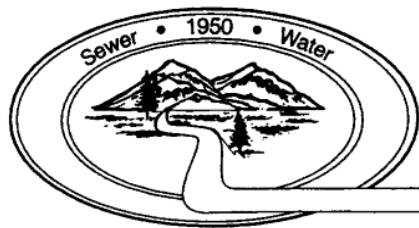
1 - Authority with GM, with advance notification to Board, which may override.

2 - Nothing yet. Working on policy. Expect to mirror Sac Suburban.

3 - GM works within an approved compensation budget.

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 6f

TO: Board of Directors
FROM: Debbie Henderson, Accounting Manager
MEETING DATE: July 15, 2021
ITEM – PROJECT NAME: Payment of Claims

REQUESTED BOARD ACTION: Approve Payment of Claims

DISCUSSION: The Payment of Claims was not available when this Agenda was published due to the extended Fiscal Year invoice processing. It will be distributed prior to and at the July 15 Board meeting.

SCHEDULE: July 15, 2021

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Interoffice Memo

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

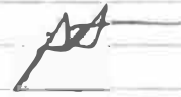
GENERAL MANAGER: YES *JT* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO

interoffice
MEMORANDUM

SOUTH TAHOE PUBLIC UTILITY DISTRICT

to: Board of Directors
from: Paul Hughes, Chief Financial Officer
subject: Payment of Claims Report
date: June 23, 2021



To facilitate an accurate year-end expense cut-off, Accounts Payable has extended the deadline for submitting invoices to Friday, July 9. As such, the Payment of Claims report will be delivered to you on or about Tuesday, July 13.

Your cooperation with our once-a-year accommodation is appreciated.