

AGENDA
REGULAR MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA
TUESDAY, SEPTEMBER 12, 2017
2:00 P.M.

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health, and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Insure fiscal responsibility and accountability are observed by balancing immediate and long term needs.
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1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

2. ADOPTION OF AGENDA

- 3. PUBLIC FORUM** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments, must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director, followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken.

No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

4. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Meeting of August 8, 2017
2. Special Meeting of August 22, 2017

B. Financial Reports

1. Month End Cash Disbursements Report
2. Statement of Cash and Investment Balances

C. Adopt Resolution 2017-20, Declaring Irrigation Season Ending Date

Possible Board Action: Adopt Resolution 2017-20 declaring irrigation season end date.

5. INFORMATIONAL ITEMS

- A. President's Report**
- B. Board Reports**
- C. General Manager's Report**
- D. Operation Manager's Report**
- E. ALT Treatment Plant Update**

6. NEW BUSINESS

A. Adopt Resolution 2017-22, approving ALTWTPP Filter Repair Change Order

Possible Board Action: Adopt Resolution 2017-22 approving the ALTWTPP Filter Repair Change Order.

B. Adopt Resolution 2017-23 approving Professional Services Agreement with GEI for the Mark Edson Spillway Assessment

Possible Board Action: Adopt Resolution 2017-23 authorizing the General Manager to execute a Professional Services Agreement with GEI for the Mark Edson Spillway Assessment.

C. Consider Request for Waiver of Ditch Water Fees by Potato Richardson

Possible Board Action: Review and consider Mr. Robertson's request for a refund of \$157.48.

7. BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.

8. NEXT MEETING DATE AND ADJOURNMENT – Next regular meeting October 11, 2017, at 2:00 PM, at the Georgetown Divide Public Utility District office.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on September 7, 2017.

Steven Palmer, PE, General Manager

Date

CONFORMED AGENDA
REGULAR MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA
TUESDAY, AUGUST 8, 2017
2:00 P.M.

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
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 - Provide excellent and responsive customer services through dedicated and valued staff
 - Insure fiscal responsibility and accountability are observed by balancing immediate and long term needs.
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1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 2:00 PM.

Present:

Board of Directors: David Halpin, Jesse Hanschild, Carl Hoelscher, Lon Uso, and Dane Wadle. Legal Counsel: Barbara Brenner, Churchwell White. Staff: General Manager Steve Palmer, Operations Manager Darrell Creeks, Engineering Consultant George Sanders; Board Assistant Gloria Omania

2. ADOPTION OF AGENDA

Motion by Director Hanschild to adopt the agenda. Second by Director Wadle.

Director Hoelscher asked that Item 4C be pulled from the Agenda. Director Hanschild amended his motion and Director Wadle consented.

There was no public comment.

The motion passed unanimously.

- 3. PUBLIC FORUM** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments, must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director, followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken.

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Robert Brown stated that he is a 20-year resident of Denny Lane who has been taking care of two ponds on Denny Lane over those years. He wanted to make the Board aware that there is an infestation of warm water algae in the ponds. Normally, he's had to clean out the inlet about twice a year, however, over the last several weeks, he's had to clean out the inlet every other

day. He's talked to other people who are also having problems. He asked what is being done differently this year that is bringing in warmer water that the warm water algae need to grow.

Director Uso indicated that he was not aware of this and asked for a response from Staff.

Operations Manager Darrell Creeks explained the difference this year is that the lake spillage has continued through July and warmer water is coming down the ditch. Normally, water is released from the bottom, so cooler water is going into the ditches. Because of the wet winter, the warmer water is coming over the spillway.

Rena Lowry, a resident of Hanson Hollow Road, came up read her letter to the Board to call attention to the "serious issue" going on in her neighborhood related to the irrigation service that has been shut off in her area because the contract is controlled by one person. Ms. Lowry expressed concern about the drying ponds and the devastating impact on the area. (Ms. Lowry's letter is included with these minutes as Attachment 1.)

Director Uso stated that the Board can't get into a full-fledged discussion about the issue because it is not on the agenda; it would be a violation of the Brown Act. Ms. Lowry indicated that she understood.

Mr. Palmer stated this is an issue with a property owner who holds the contract and has been allowing other property owners to use the service, which is against the Ordinance. He indicated that Staff can evaluate the situation with Ms. Lowry to determine what options, if any, are available.

Director Hoelscher stated that Ms. Lowry was sold a bill of goods; people have been misled.

Director Uso expressed his sympathy for Ms. Lowry's plight and stated he would like to help within District policy and the law. The way to move forward is to have Staff consider it and bring a recommendation to the Board. Ms. Lowry expressed her appreciation for the concern expressed.

4. CONSENT CALENDAR

A. Approval of Minutes

1. Amendments to Emergency Meeting of June 29, 2017
2. Special Meeting of June 29, 2017
3. Regular Meeting of July 11, 2017

B. Financial Reports

1. August 2017 – Payables
2. Month End Cash Disbursements Report
3. Month End Revenue and Expense Summary Report
4. Statement of Cash and Investment Balances

C. Approve Job Descriptions for Water Resource Manager and Management Analyst

This item was pulled from Consent Calendar.

D. Memorandum of Understanding Regarding Contracting and Apportionment of Costs for a Sanitary Survey Update of the American River Watershed Area

Possible Board Action: Adopt Resolution 2017-19 approving the MOU regarding contracting and apportionment of costs for the 2018 American River Watershed Area Survey Update.

Motion by Director Hoelscher to approve the balance of the Consent Calendar. Second Director Halpin.

No public comment.

The motion passed unanimously.

The Board then took up Agenda Item 4C.

C. Approve Job Descriptions for Water Resource Manager and Management Analyst

Steve Palmer, General Manager, clarified that the Water Resources Manager is a new position and the Management Analyst position is a reclassification of the Office Manager position. He stated the staff recommendation was discussed during the Budget review process and these are the two positions approved in the current budget.

Director Wadle commented that, from his perspective, these positions fall within a management bargaining unit as opposed to one of the two current bargaining units. He added that this is probably part of a larger discussion going forward with negotiations.

Director Hoelscher asked about the continuation of the current contract with Becky Siren who performs some of the work described in the job description for the Water Resources Manager. Mr. Palmer stated that the intention is to ultimately eliminate the need for this contract.

Motion by Director Wadle to approve job descriptions for Water Resources Manager and Management Analyst. Second by Director Hanschild.

Vote:

Ayes: Halpin, Hanschild, Uso, Wadle

Noes: Hoelscher

The motion passed with a 4-1 vote.

5. INFORMATIONAL ITEMS

A. President's Report

Director Uso stated he had nothing to report.

B. Board Reports

Director Wadle reported that he and the General Manager met with Misty Tienken, Field Representative for Senator Gaines, last Tuesday. This was an opportunity to build a relationship with the Senator's Office. Ms. Tienken indicated she would try to bring the Senator to the District during the Fall recess.

Director Wadle thanked Steve Palmer and Darrell Creeks for participating in the National Night Out by staffing the GDPUD booth.

Director Wadle announced that the Northside PTA is sponsoring the Cool Trail Run is scheduled for October 1 and invited runners and volunteers to participate. Proceeds will benefit a scholarship program and the Northside Wellness Program.

Director Uso thanked Director Wadle for his report, especially for introducing the General Manager to Senator Gaines' staff.

There were no other Board reports.

C. General Manager's Report

The General Manager reported on the following items:

- 1. Mr. Palmer stated that he received an outreach alert from ACWA regarding SB 623. ACWA is anticipating an amendment that will be presented after the summer recess that will add a rate payer assessment to all water bills to establish a special fund for disadvantaged communities. ACWA is recommending an oppose position on that bill and is requesting that letters of opposition be submitted prior to August 21, when the amendment is expected to be introduced. Mr. Palmer recommended that the Board support ACWA's position and authorize him to write a letter by August 21. He stated that if the Board wanted to take other action, a special meeting would be required.*

Director Uso stated his support for the General Manager's recommendation and acknowledged the nods of agreement from the other Board members.

Director Wadle stated that the Board needs to establish a policy that would allow the General Manager to be responsive to these time-sensitive requests from ACWA on legislation.

- 2. Mr. Palmer reported that he is wrapping up the work on the rate study and will be scheduling public workshops in mid-September and mid-October.*

D. Operation Manager's Report

Operations Manager Darrell Creeks reported that the crews have been busy repairing water leaks and installing new pressure reducing stations which is part of our Capital Budget. This has started to help in areas where we've been having all these problems.

He thanked the Board for allowing the District to purchase the Vector trailer and listening device to detect leaks. These tools allow for early leak detection so they can be repaired without having to tear up the whole street resulting in great savings to the District. Director Uso acknowledged that the purchase of these tools has proven to be a great investment.

Mr. Creeks stated that the District has officially requested an extension to January for meeting the requirements of the Notice of Violation and expects approval of this request.

Director Wadle asked if that provided adequate time to comply with the State's requirements.

The General Manager stated that he thought this was a reasonable request. Hopefully there will be significant rainfall in November to allow us to conduct the testing and allow for a quick turnaround with the required reporting.

Director Hanschild asked about the inspection of the dam. Mr. Creeks indicated the inspection was conducted that day and it seemed to go well. He indicated that he will be reporting on this at the next meeting.

E. ALT Treatment Plant Update

George Sanders, Engineering Consultant, began with a slide presentation of the month's activities at the worksite showing the progress on the chlorine contact basin, the sludge drying beds, and the raw water pump station building. The slide presentation generated some discussion and was followed by an update by Mr. Sanders on work activities by Myers & Sons Construction, NEXGEN Construction Management, Foothill, Psomas, and Youngdahl.

Director Hoelscher asked why Myers don't do their own testing and Mr. Sanders responded that for some of the more critical things, like concrete, the contractor does collect their own data on compressive strength. Director Uso pointed out that the data collected by those specializing in testing is shared with the Contractor.

Director Wadle asked for a clarification of how the percentage of completion was determined – is it based on percent of funds expended or on percent of construction completed? Mr. Sanders stated that the project is 21% complete and that percentage is based on a schedule of value. The Schedule of Values for this project consists of about eight pages of different activities for which a dollar amount has been assigned. The percent of completion is directly related to the amount of money spent and the amount of work completed.

6. NEW BUSINESS

A. Approve FY 2016/17 Budget Amendment

Possible Board Action: Adopt Resolution 2017-18 approving FY 2016/17 Budget Amendment

The General Manager credited Kristin West, a consultant with Vavrinek, Trine, Day (VTD), with preparing the staff report. He described the valuable assistance Ms. West and VTD has been providing to restructure the District's accounting procedures following best practices by Government finance officials. Mr. Palmer acknowledged Joe Aguilar of VTD who was present for the agenda item related to the Board's consideration of a professional services agreement with his firm.

Mr. Palmer stated that during this process of reviewing the systems in place, he learned the 2016-17 budget had not been added to the accounting software. Payments were made for expenses not in the budget, no appropriation was done, and no authorization was received for Staff to make the payment. Mr. Palmer stated that this money has been spent and this budget amendment is necessary to true up the FY 2016-17 expenditures with the approved budget.

The General Manager stated that, with the assistance provided by Ms. West, accounting procedures and related forms have been developed to make sure proper authorizations for payment have been received, and the budget and payments are closely tracked to create a clean paper trail on all financial transactions for auditors to see.

Director Uso pointed out that this was something former Director Maria Capraun had wanted to develop; she would be pleased to see the General Manager agrees. Director Hoelscher commented that this is probably as good as we've ever had, but wanted to know

when the current contract for CPA services would be terminated. Mr. Palmer indicated these services are required to see the District through the current audit with Mr. Aguilar providing additional clarification on the services needed for a limited period.

Director Wadle stated that he's operating under the assumption that our current financial system is antiquated.

Mr. Aguilar stated the current system is manually driven, very old software that needs to be replaced; however, it is very solid, it works and adequately serves a purpose for this period. He advised against switching over right now, but will talk to the General Manager about an upgrade with the understanding that installation is probably a year out.

In response to Director Wadle's inquiry, the General Manager stated that this is not specifically identified in the Rate Study, but believes it is something that can be covered. He indicated he would check on that.

Motion by Director Wadle to adopt Resolution 2017-18 approving the FY 2016-2017 Budget Amendment. Second by Hanschild.

No Public comment.

The motion passed unanimously.

B. Consider Ordinance 2017-02 to Transition to At-Large Elections within the Entire District

Possible Board Action: Adopt Ordinance 2017-02 changing the method for electing Directors to at-large within the entire District.

Legal Counsel Barbara Brenner presented the staff report describing the election methods to ensure equitable representation that is a trend happening in other parts of the state. Ms. Brenner agreed with Director Uso that the issue of equitable representation, which has triggered the district representation election method in other areas, doesn't apply to the GDPUD.

Director Hoelscher stated he understood this, but questioned the need for this change. Director Uso explained that the current method does not ensure the best are always elected.

Director Wadle commented that he thought the current method is a weird hybrid that doesn't make sense.

Director Halpin shared his experience when he filled out candidacy papers. Since there was no logical explanation to the election by seat, he asked the Clerk to choose the seat number for him.

Motion by Director Hanschild to adopt Ordinance 2017-02 changing the method for electing Directors to at-large within the entire District. Second by Director Halpin.

Public Comments:

Michael Saunders commented that the public doesn't really understand the voting by seat method. He feels this new method will help streamline the procedure.

Vote:

Ayes: Halpin, Hanschild, Uso, Wadle

Nays: Hoelscher

The motion passed with a 4-1 vote.

C. Policy for a Low-Income Assistance Program

Possible Board Action: Provide direction to Staff on the development of a LIRA Program.

The General Manager briefed the Board on the LIRA Program and described what other agencies have implemented. He asked for the Board's guidance on income guidelines, discount amount, funding source and other policies. There is an effort to adopt a statewide program.

Director Hoelscher asked why the Board is considering this if the State is going to come up with something.

Director Uso stated that we need to find a way to help these people who have difficulty making their payments and pointed out that the District can transition to the State's program if the State comes up with a program.

Director Wadle stated that while he agrees we should help those in need, it is more important to first get the District's finances in order before implementing a program with District funds.

Director Halpin pointed out that the District has not been able to qualify for a loan and expressed his agreement with Director Wadle, who then stated that he feels the program should be volunteer-based.

Mr. Palmer stated that the District has no fiduciary or legal responsibility to implement such a program; he is just looking for direction from the Board.

Director Uso commented that we all have a desire to provide assistance; it's just a matter of determining how to do it.

Staff was directed to look at how a voluntary program can be implemented. Director Hanschild stated that Helping Hands can help those in need for the time being.

D. Professional Services Agreement with Vavrinek, Trine, Day & Co., LLP, for Finance Management Services

Possible Board Action: Adopt Resolution 2017-17 authorizing the General Manager to execute a Professional Services Agreement with Vavrinek, Trine, Day & Co., LLP.

The General Manager described the high quality professional work that has been provided by VDT through a limited contract and the work plan for continuing the excellent work that has been started.

Mr. Palmer confirmed for Director Wadle that the contract provides for reducing work assignments and contract amount as necessary.

Mr. Aquilar pointed out the strong potential for completing the work in a timely fashion, given the very good foundation and the excellent District staff.

Motion by Director Hoelscher to approve Resolution 2017-17 authorizing the General Manager to execute a professional services agreement with Vavrinek, Trine, Day & Co.: Second by Director Wadle.

There was no public comment.

The motion passed unanimously.

E. Agreement for General Counsel Legal Services

Possible Board Action: Provide direction to Staff on how to move forward with services for general counsel.

Mr. Palmer provided a summary of the staff report which requested guidance from the Board.

Responding to Director Hoelscher, Barbara Brenner indicated that the rate increase is not retroactive.

Motion by Director Hoelscher to approve the contract for the Board President's signature. Second by Director Wadle.

Public Comment:

Steven Rau asked if the mileage was portal to portal and Ms. Brenner explained it was mileage from Auburn.

The motion passed unanimously.

F. Request from Churchwell White, LLP, for Board Sponsorship of Barbara Brenner to the ACWA Legal Affairs Committee and State Legislative Committee

Possible Board Action: Approve sponsorship of General Counsel, Barbara Brenner, to the ACWA Legal Affairs Committee and State Legislative Committee.

Barbara described the various committees of ACWA and her interest in serving on the Legal Affairs Committee and State Legislative Committee to keep up with what's going on. She indicated that she does not charge the District for this time.

Motion by Director Hoelscher to approve Board Sponsorship of Barbara Brenner to the ACWA Legal Affairs Committee and State Legislative Committee. Second by Halpin.

Public Comment: None

Vote:

Ayes: Hanschild, Hoelscher, Uso and Wadle

Nays: Halpin

The motion passed with a 4 to 1 vote.

7. PUBLIC HEARING – SECOND READING AND ADOPTION OF ORDINANCE 2017-01 CERTIFYING ANNUAL DIRECT CHARGES, FEES AND ASSESSMENTS

Possible Board Action: Adopt Ordinance 2017-01 levying annual assessments and tax liens for unpaid charges for water service, as of June 30, 2017.

Motion by Director Hoelscher to adopt Ordinance 2017-01 certifying annual direct charges, fees and assessments. Second by Director Wadle.

No public comment was received.

The motion passed unanimously.

8. **BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF** – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.

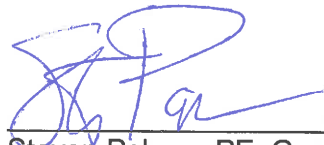
Director Wadle asked that Staff research legislative review policy to provide for a timelier response to approve legislative recommendations for a future agenda.

Director Uso stated that a customer contacted him about the Zone funds that has a balance of about \$1 million. There should not be a reserve in that account. This is something that the Board has been discussing for over a year and we need to find some way to correct this situation. He asked that this matter come to the Board in the very near future.

9. **NEXT MEETING DATE AND ADJOURNMENT** – Next regular meeting September 12, 2017, at 2:00 PM, at the Georgetown Divide Public Utility District office.

The meeting was adjourned at 4:35 PM.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on August 3, 2017.



Steven Palmer, PE, General Manager

9/12/17

Date

Rena Lowry

3145 Hanson Hollow Road
Georgetown, CA 95634

GPUD Board Members

8/8/2017

We bought our home November 28, 2016 and it was not disclosed to us that the irrigation water for our ponds was controlled by one person. We were told we were to pay \$100 yearly for the shared water expense, as we also pay the same for the road maintenance. The HOA fees are stated as \$17 per month which is for both irrigation water and road maintenance. Several months after moving into our home we found out that the water had been "cut off" by one person controlling the water, and that we had to get on a waiting list opening January 1st to be considered for a new water contract. A home was sold several months ago across our pond and the same thing happened to those new owners also, with no disclosure as to the water stoppage. There is currently for sale the home owned by the person who held the contract and relinquished those rights, causing this whole mess, and that property is being touted on its real estate sales sign and listings as "WATERFRONT PROPERTY."

We purchased our home because of the ponds - we would not have even looked at our home if it weren't for the ponds. Our neighbors purchased because of the ponds. The current home for sale's main selling point is the ponds and are an important part of the attraction and property value.

To let our ponds dry up, or drop even further will have devastating effects. So far since the locking off the water as of August 1st, our upper pond has dropped 9" - that's over 1" per day! This severe reduction causes multiple problems including:

- Pond water is heating up creating algae build up and causing frog, fish, crawdad, and turtle stress to name a few of the creatures living in our ponds. The algae has been so thick I have with much physical exertion personally created a special scooper to daily remove the slime. The only other way to reduce the algae is from colder water coming in and lowering the overall water temperature which also adds oxygen, helping to break up the algae before it roots.
- MOSQUITOS ARE INCREASING TREMENDOUSLY! West Nile, Zika, etc. are becoming a threat now as our mosquito zappers are becoming overwhelmed due to the stagnant water!
- Wildlife depending on the water such as the Canada Goose, Mallards, Wood ducks, Great Blue Heron, Great White Crane, Osprey, 4 species of dragonfly, and countless mammals have access limited and increased competition with predators, attracting more coyotes and other nuisance pet killers. The lessening water is overcrowding the fish and they are becoming piranha like in their behavior as they have to compete more and more for food and space.
- Those of us who use the water for agriculture now don't have that resource. Potable water can actually hurt some types of fruit trees and edible vegetation.
- Recreation and physical therapy - swimming has become difficult because of the algae and pond weed buildup, long with a much less clean water environment. I have to swim for physical therapy due to my spine being fused, and I now have to drive 1 hour each way to get to a pool when I purchased this home knowing at the time I would be able to swim in my own back yard.
- I have spent over \$2000 clearing the blackberries, cattails and shrubs to have beach access to the pond. Now the edges are dangerous due to the drop in water, and has created a slippery slope with no access other than the dock.



The water ordinance has created a "Catch 22" situation. The water is treated as a utility, with only one property owner allowed to hold the contract, but all homeowners on each pond are dependent on that water. When that one property owner gives up the right, as in our case, no one is allowed to switch that utility over immediately. Instead it treated as a property right instead of an actual utility. Adding injury to the frustrating set-up, GPUD is not required to notify anyone of discontinuance of the water contract, regardless of how many properties it affects.

The spout to the upper pond is on our property. If the ordinance cannot be changed to allow all property owners with pond access to equally pay for the water, then I am prepared to become the contract holder. Two ponds depend on the locked off water - to eliminate the water, especially at the hottest time of the year, without considering the ramifications of that action is at the least irresponsible, and at the most, criminal in its effect

Please do not make us regret our decision of investing in Georgetown. Please start our water again. We gladly pay for it and are happy to protect the environment in our Hanson Hollow.

Sincerely,
Rena Lowry
Carolyn Parks
and our Hanson Hollow Neighbors

**CONFORMED AGENDA
SPECIAL MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS**

6425 MAIN STREET, GEORGETOWN, CA

**Tuesday, August 22, 2017
2:00 PM**

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

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 - Ensure high quality drinking water
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1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

The meeting was convened at 2:07 PM. Director Uso stated that Director Halpin would be arriving late.

Attendance:

Board of Directors: Jesse Hanschild, Carl Hoelscher, Lon Uso, and Dane Wadle. David Halpin arrived at 2:20 p.m.

Legal Counsel (via speaker phone): Kerry Fuller, Churchwell White, LLP.

Staff: General Manager Steve Palmer, Board Assistant Gloria Omania

2. ADOPTION OF AGENDA

Motion by Director Hoelscher to adopt the agenda. Second by Director Hanschild.

No public comment.

Vote:

Ayes: Hanschild, Hoelscher, Uso and Wadle

Absent: Halpin

The motion passed.

- 3. PUBLIC FORUM** – Any member of the public may address the Board on matters identified on this agenda and within the jurisdictional authority of the District. Public members desiring to provide comments must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director followed by the Board members individual last name. The Board will only hear communications on matters on the agenda.

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No public comments.

Director Uso stated that while he welcomes public comment, a public forum is not required for special meetings.

4. NEW BUSINESS - REVIEW AND APPROVE PUBLIC OUTREACH APPROACH FOR RATE STUDY

Possible Board Action: Provide Staff, by motion action, with direction on whether to move forward with the public outreach approach as presented.

The General Manager used a power point presentation to explain the requirements for a Rate Study process. He described the public outreach approach that involves educating the public and providing the public with an opportunity to provide input through public workshops. (A copy of the Power Point presentation is attached.)

Mr. Palmer explained the first workshop will be focused on educating the public on how we got to where to are and what we need to do to comply with Proposition 218. Those attending the workshop will be able to participate in small group discussions.

The General Manager stated that this workshop will be conducted prior to the rates being calculated, but there will be a discussion of the methodology for calculating the rates. The public will be able to provide input on matters that can be changed. That input will be incorporated into the report for the Board's review at a special meeting that will follow the first workshop. The 45-day notice would be scheduled at the October regular meeting. The second workshop would follow where the report will be presented to the public.

Director Uso expressed his appreciation that the General Manager went above and beyond the legal requirements for this process. He made reference to previous discussions about going to community groups to give a presentation and allow for a Q&A session. Director Uso stated that presentations to community clubs and organizations by the General Manager and Operations Manager would help expand the outreach efforts if he could make the time. Mr. Palmer expressed his willingness to give such presentations and Director Uso added it would be good for a Board member to join him. In addition, the website and Facebook will be used as tools for providing notification of workshops and information about the rate study. The District will attempt to utilize all available opportunities to reach out and receive input from the community.

Director Uso expressed concern that the rate increase would not be shared during the first workshop. He suggested informing workshop participants that this matter will be discussed at the end of the meeting.

Director Halpin arrived at this point.

Director Wadle stated he likes the educational aspect of the approach and asked that Public Workshop #2 be scheduled before the Board meeting establishing the 45-day notice. He also indicated he's become aware of new tools to provide for real time input through smart phones and the internet.

Director Uso asked that one workshop be scheduled in Georgetown and the other in Cool to provide as much accessibility as possible to all areas of the district.

Director Hoelscher stated that he didn't see the urgency for pushing the process forward now. He expressed concern that the timeline was moving into the holiday season when people are not really paying attention. Director Halpin agreed, adding that the District just needs to get working in the right direction.

Director Uso expressed his concern that the District has had to dip into its reserves of about \$300,000 and it would be good if that could be stopped. He stated that there is an urgency; there was an urgency last September.

Director Wadle stated that he understood these points; however, the Board will be adopting a phased in 5-year rate structure. He indicated that he was comfortable with the three-month public outreach plan to educate and receive input from the public before the rate increase is adopted by the Board.

Director Uso stated that the process should not go beyond the second week of December and Mr. Palmer stated he thought he could make the scheduling adjustment to work within that timeframe. He indicated that it would be problematic for RCAC if the whole process was moved back to the January-March timeframe. He added that RCAC has been quite generous with their time in assisting the District with the rate study.

Additional discussion followed about ideas for notifying the public about the process. Mr. Palmer stated that the notice about the public workshops would be inserted with the next bill.

Director Halpin suggested that a newsletter with additional information should be prepared following the workshops. He reminded the Board that the Grand Jury Report calls for more public outreach and Director Uso stated this is how the Board is responding to the Grand Jury Report.

Ray Kringel of Garden Valley stated that the District should be able to come up with some range of increase and made reference to a trial rate structure presented by RCAC that is in the hopper. He stated that the public should be provided with a range of possible rate increase earlier on the schedule, and not one week before the 45-day period.

Mr. Palmer stated he was only aware of a rate structure presented by RCAC and Staff to the Finance Committee on April and to the Board of Directors at its regular meeting of May 8, 2017.

Director Hoelscher expressed additional concern that the customers were hit with an increase in February and now we're coming back with another increase.

Mr. Palmer provided his perspective that the District needs the money and the rate study process has already been started. Additionally, it will be problematic for RCAC if this entire process is pushed back to the January-March timeframe.

Motion by Director Wadle to approve staff's public outreach approach with the following changes:

- (1) Schedule Public Workshop #2 ahead of the 45-Day Notice with adoption by the Board set no later than the second week of December.***
- (2) Expand community outreach efforts through presentations at meetings of community clubs and organizations, and utilize all available opportunities to educate the public.***

Second by Director Hanschild.

Public Comment:

Ray Kringel asked about the potential of violating the Brown Act. Kerry Fuller, Legal Counsel, stated there is no violation if those meetings are just educational and does not create a serial meeting. Director Uso added the Board members should not be communicating with each other.

Vote:

Ayes: Halpin, Hanschild, Uso, Wadle

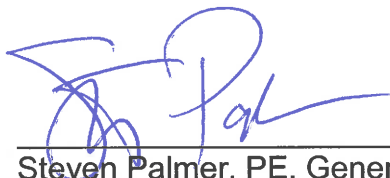
Nays: Hoelscher

The motion passed with a 4 to 1 vote.

- 5. NEXT MEETING DATE AND ADJOURNMENT** – Next regular meeting September 12, 2017, at 2:00 PM at the Georgetown Divide Public Utility District Office

The meeting was adjourned at 3:10 p.m.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steven Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted in the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on August 18, 2017.



Steven Palmer, PE, General Manager

9/13/17

Date

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
STATEMENT OF CASH AND INVESTMENT BALANCES JULY 31, 2017

	BEGINNING BALANCE	CASH RECEIPTS	CASH DIS- BURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
8 SMUD Fund	324,069.00				324,069.00
9 CABY Grant	(15,813.45)		(3,821.75)		(19,635.20)
10 General Fund	1,238,251.52	415,494.44	(301,554.27)	50,000.00	1,402,191.69
12 Retiree	519,755.64	7,813.47	(7,152.96)		520,416.15
14 Stewart Mine	39,389.18	76.00			39,465.18
25 Bayner Road & Other Assessment Districts	45,248.71	47.33	(745.88)		44,550.16
17 Water Development	402,842.99	955.38			403,798.37
19 Stumpy Meadows Emergency Reserve Fund (SMERF)	1,046,193.06	2,488.21			1,048,681.27
43 Capital Reserve Cash Clearing	844,868.91		(114,645.76)	(50,000.00)	680,223.15
53 Pilot Hill North	(7,480.80)				(7,480.80)
54 Pilot Hill South	0.00	59.68			59.68
51 Kelsey North	126,769.20	273.63	(648.59)		126,394.24
52 Kelsey South	232,171.93	503.17	(180,190.18)		52,484.92
29 State Revolving Fund	57,127.58	2,362.37	(2,296.95)		57,193.00
30 Small Hydro Fund	609,500.07	8,046.98	(66.89)		617,480.16
31 Pipeline Extension Holding Fund to 26	0.00				0.00
20 ALT	1,157,141.00		(645,722.00)		511,419.00
35 Environmental Protection Agency	(197,271.64)	81,850.41	(36,054.55)		(151,475.78)
37 Garden Valley Water Improvement District	71,715.78	170.57			71,886.35
39 Capital Facility Charges	1,703,842.04	4,027.89			1,707,869.93
24 ALT - WTP Capital Reserve	767,391.23	1,825.43	(25,742.50)		743,474.16
40 Auburn Lake Trails (ALT) Zone Fund	893,066.97	49,541.75	(11,888.30)		930,720.42
41 ALT Tank Replacement Loans & Repair Activity	39,097.41	86.76			39,184.17
42 ALT CDS Reserve Connection Fund	214,230.98	509.56			214,740.54
	10,112,107.31	576,133.03	(1,330,530.58)	0.00	9,357,709.76

Totals by Type of Account:

El Dorado Savings Bank Checking	125,252.57	0.03%
El Dorado Savings Bank Savings	2,245,630.68	0.14%
Wells Fargo State Revolving Fund Debt Accounts	35,370.47	
Wells Fargo Brokered Time Deposits		2.00%
Local Agency Investment Fund	6,951,456.04	0.92%
Grand Total	\$9,357,709.76	

Rate Information:

0.00

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
STATEMENT OF CASH AND INVESTMENT BALANCES JULY 31, 2017**

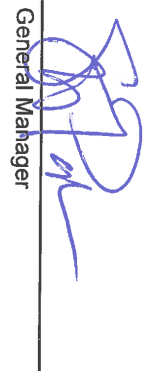
Accounting Basis Unrestricted, Designated and Restricted Funds Recap:
 Unrestricted Undesignated Funds \$1,402,191.69
Designated Funds are in Italics 3,914,708.69
 Restricted Funds are Shaded 4,040,809.38
\$9,357,709.76

District Designated Funds/Reserve Policy Funds Recap:	Estimated		Calculated from
	2016-17 Budget	2014-15 Audited	
Water - Operations	1,402,192	550,000	510,000
Water - Cash Flow		209,000	197,222
Water - Capital:			
Stumpy Meadows Emergency Reserve Fund	1,048,681		
Capital Facility Charges	1,707,870		
Replacement Reserve (required by USDA)	743,474		
Other reserves	628,643	8,193,835	7,871,516
Sub Total - Water	5,530,860	8,952,835	8,578,738
Debt Service	312,666	431,412	480,991
Retiree Health	520,416	621,235 *	421,765
Hydroelectric	617,480	504,191	461,219
Wastewater - Operations	930,720	52,000	45,978
Zone - Capital		5,000	5,000
Community Disposal System - Capital	253,925	250,000	250,211
Sub Total - Wastewater/Zone	1,184,645	307,000	301,189
	8,166,067.61	10,816,673.00	10,243,902.00

Actual total reserves as of June 30, 2015 \$9,162,818
 Actual total reserves as of June 30, 2014 \$8,725,362
 Actual total reserves as of June 30, 2013 \$8,427,421
 Actual total reserves as of June 30, 2012 \$7,595,078

Approved:


 Treasurer


 General Manager

Two month operations expense
 10% Water Sales

50% Accumulated Depreciation

Actual amounts
 Actual amount
 Actual amount
 Two month operations expense
 Amount set at \$5,000
 50% Accumulated Depreciation

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF September 12, 2017
AGENDA ITEM NO. 4C**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: CONSIDERATION OF DATE TO END IRRIGATION SEASON

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, General Manager.

BACKGROUND/DISCUSSION

Section 3(a) of Ordinance 2005-01 describes the irrigation season as generally being from May 1 through September 30 of each year. The dates specified by the Ordinance are the historical dates for the irrigation season and have been in place for decades.

The cessation of the irrigation season provides an opportunity for district staff to complete required maintenance projects on the raw water conveyance system (ditches) during the fall. These maintenance projects cannot be completed when the ditches are in service or during the winter due to wet conditions. The fall maintenance projects are vital to providing reliable irrigation service.

The Ordinance also authorizes the Board to consider changes to the start or ending date to respond to various hydrologic conditions. This agenda item provides the opportunity for such a discussion.

FISCAL IMPACT

This action does not require a budget adjustment.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff's recommendation is to end the irrigation season on September 30, 2017, so that necessary maintenance work on the raw water conveyance system can be completed.

ALTERNATIVES

(a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2017-20
OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
DECLARING THE END OF THE 2017 IRRIGATION SEASON

WHEREAS, Section 3(a) of Ordinance 2005-01 describes the irrigation season generally being from May 1 through September 30 of each year; and

WHEREAS, the cessation of the irrigation season provides an opportunity for District staff to complete required maintenance projects on the raw water conveyance system during the Fall; and

WHEREAS, the Ordinance authorizes the Board to consider changes to the start or ending date to respond to various hydrologic conditions.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors declares September 30, 2017, as the end of the irrigation season.

PASSED AND ADOPTED on this 12th day of September, 2017, by the following vote:

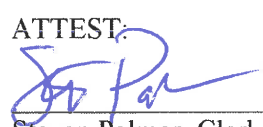
AYES: *Halpin, Henschild, Hoetschar, Uso, Wadde*

NOES:

ABSENT:



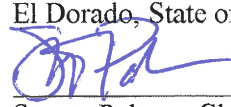
Londres Uso, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:


Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-20 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 12th day of September, 2017.



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Manager's Report for August 2017

Presented to the GDPUD Board of Directors by Darrell Creeks, Operations Manager

September 12, 2017, AGENDA ITEM #5D

Water Production for the Month of

AUGUST

Auburn Lake Trails Water Treatment Plant

39,327 million gallons
1,268,000 gallons/day average

Walton Lake Water Treatment Plant

39,091 million gallons
1,261,000 gallons/day average

Water Quality Monitoring

Monitoring has been completed and reports have been submitted to the State Water Resources Control Board.

- ✓ The treatment plants are in compliance with all drinking water standards, with the exception of the ALTWTP which is currently under a SWRCB Compliance Order. To comply with this Order, a new plant is under construction.
- ✓ Distribution system monitoring results showed all samples absent/ negative of any bacteriological contamination and adequate levels of disinfection through the system.

Stumpy Meadows Volume (Acre-FT)

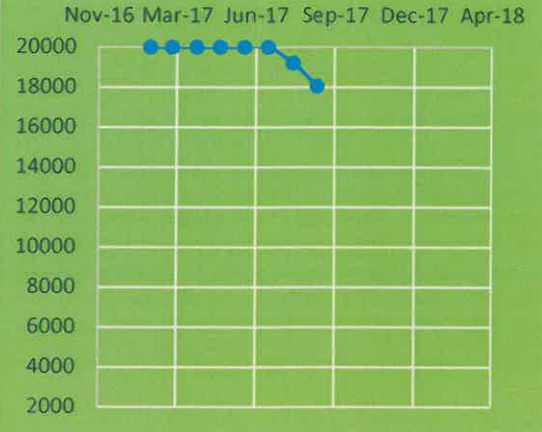
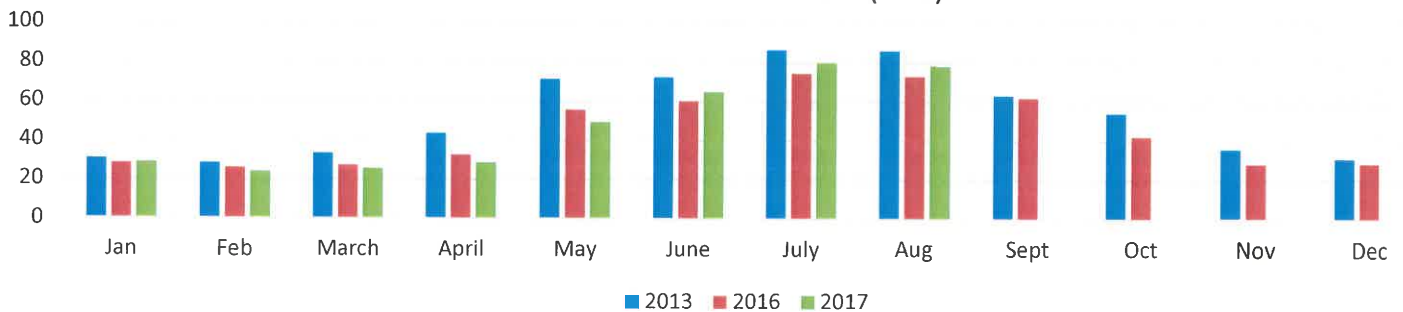


Chart Water Production (MG)



Waste Water: Auburn Lake Trails

The Notice of Violation issued by the Regional Water Quality Control Board included an August 1, 2017 deadline for submittal of a Leachfield Capacity Report and Water Balance Report. The District received an extension to October 31, 2017 to complete the work required and submit the reports. Smoke testing of sewer lines is anticipated during the week of September 18-22.

Average daily flows in the community disposal system were 8,257 gallons per day. This value does not exceed the limit of 71,800 gallons per day as identified in the Waste Discharge Requirements.

The District has, to date, completed all required laboratory monitoring of groundwater, surface water and wastewater effluent.

The District is currently up to date in the monitoring of waste water systems in the zone.

Summary of Field Work Activities

Emergency Pump Repairs

There were two pump motor failures at the ALT Plant in July. Both were taken offline for repairs. All pumps and motors are now operational.

Distribution Crew

- ✓ Repaired leaks: 13
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 1 treated and 1 irrigation
- ✓ Adjusted altitude and pressure reducing valves

Maintenance Crew

The maintenance crew used the excavator and brush cutters to clean mud, grass and debris out of the ditch to lower the water level in many areas.

Georgetown Divide Public Utility District

6425 Main Street P.O. Box 4240, Georgetown, CA 95634 • (530) 333-4356 • www.gd-pud.org
Steven Palmer, PE, General Manager • Darrell Creeks, Operations Manager

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF SEPTEMBER 12, 2017
Agenda Item No. 5E**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: ALT WATER TREATMENT PLANT PROJECT UPDATE

PREPARED BY: George Sanders, Engineering Consultant

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink handwritten signature, likely of Steven Palmer, is written over the name in the "APPROVED BY" line.

This is a summary of the various work activities at the ALT Treatment Plant for the month of August. Attachment 1 is the fourth in a series of update flyers that will be posted on the District's website and Facebook.

In addition to the construction work performed by Myers & Sons, the District is also under contract with NEXGEN for construction management, PSOMAS for Engineering Support during construction, Youngdahl Consulting Group for the material testing, and Foothill Associates for CEQA compliance.

Myers & Sons Construction

Construction activities during this reporting period continue to center around work within the areas of the Chlorine Contact Basin, the Raw Water Pump Station Building and the Sludge Drying Beds. Other minor work includes changes to miscellaneous piping through the project work site. Work within the Chlorine Contact Basin has consisted of concrete pours of the top deck and hydraulic testing of the basin to assure water tightness. Work within the Raw Water Pump Station has consisted of miscellaneous formwork, concrete pours of the footings and top building slab together with the erection of a portion of the steel building framework. Work within the Sludge Drying Beds has consisted of one concrete pour of the footings together with the placement of additional reinforcing steel for the walls.

As of this date, the total number of Contractor submittals is 150 and the requests for information is 98.

PSOMAS

This firm is under contract with the District to provide Engineering Support during construction. Primary functions consist of the review of contractor submittals, requests for information (RFI) and provide added clarity on various construction related matters. PSOMAS continues to provide Engineering Support.

Youngdahl Consulting Group

The material testing at the site during this reporting period includes the compaction of soils in the backfill around the Chlorine Contact Basin together with the material testing of concrete (air entrainment, temperature, slump and compressive strength) associated with various pours in the Filter Building and Raw Water Pump Station Building.

Foothill Associates

This firm is under contract with the District to assist with CEQA compliance together with implementation of the Storm Water Pollution Prevention Plan (SWPPP). Work activities during this reporting period have consisted of assistance with the review of reports and information associated with the Annual Storm Water Report as on file with the State.

NEXGEN

This firm is under contract with the District to provide Construction Management services. NEXGEN is currently providing construction inspection at the site daily.

Budget

Project expenses since start of construction as compared to budget are summarized in the table below. At this point, projected expenditures are within the approved project budget.

Phase	Expended to Date	Budget
Construction	\$2,698,772	\$11,249,000
Construction Engineering, Construction Management, and Environmental	\$166,387	\$1,076,226
Total	\$2,865,159	\$12,325,226

Contract Change Orders

The District has processed one Contract Change Order with the Contractor, resulting in a net increase in the contract amount of \$ 39,772. This change included nine different items of work. Eight work items resulted in an increase in the contract amount and one item resulted in a decrease in the contract amount.

EPA Grant and State SRF Payment Requests

All monies have been received under the EPA Grant. Staff is currently working on the final reporting as required to close out the Grant.

The District has received two reimbursement payments from the State Revolving Fund Loan Agreement for a total amount of \$ 1,596,991. The first payment was received during the month of June in the amount of \$ 1,157,141 and the second payment was received in August in the amount of \$ 439,850. The District has a current reimbursement request in the amount of \$568,115.

Information contained in this report will be supplemented with project-related photos. This concludes the ALT update for the month of August. Staff remains available to answer questions.

GDPUD ALT WTF Upgrades Project

CHANGE ORDER NO.: 01

Myers and Sons Construction, LP

4600 Northgate Blvd, Sacramento, CA, 95834

Contract No: 0910013-005C
 Prepared By: Nexgen Utility Management
 On Behalf Of: Georgetown Divide PUD
 6425 Main Street,
 Georgetown, CA 95634

Date: 8/24/2017
 Notice to Proceed: 3/13/2017
 Original Completion Date: 10/25/2018

Title: Initial Miscellaneous Lump Sum Contract Changes

The Contract Documents are modified as follows upon execution of this Change Order:

NOTE: This change order is not effective until approved by the District.

DESCRIPTION OF CHANGES (Supplemental Contract Documents Attached)	Net Change in Contract Price
This Change includes nine (9) individual Contractor requested change orders that include items required due to unforeseen site conditions and clarifications to the Plans and Specifications; and, enhance the WTP operations and facilitate O&M. The net change in the Contract Price includes the sum of all associated costs and credits of the individual items. See attached Itemized Summary Sheet for further description and cost/credit breakdown. There is no Contract time adjustment associated with this Change.	\$39,772.50

JUSTIFICATION:
 See attached Itemized Summary Sheet for justifications.

Attachments: Itemized Summary Sheet, Contractors Cost Proposals for each item.

MEASUREMENT AND PAYMENT: Agreed Upon Lump Sum

CONTRACT STATUS PER THIS CHANGE ORDER

The time to complete the contract is: <input type="checkbox"/> Increased By: 0 Days <input type="checkbox"/> Decreased By: 0 Days <input type="checkbox"/> Unchanged	ORIGINAL CONTRACT SUM..... \$10,249,000.00 Previous Change Orders: \$0.00 By This Change Order: \$39,772.50 Net Change By All Change Orders to Date: \$39,772.50 New Contract Sum \$10,288,772.50
---	--

ACCEPTANCE

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: Contractor / Myers and Sons

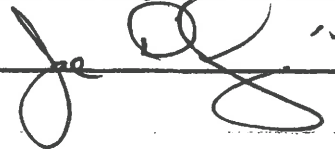
Reviewed: Psomas, Design Eng. - Ernie Laporini, P.E.

By: 

By: 
 Approved: GDPUD,

Recommended: Nexgen, CM - Joe DiGiorgio, P.E.

George Sanders, P.E., District Representative

By: 

By: 
Steve Palmer, P. E., General Manager

If the Contractor does not sign acceptance of this order, their attention is directed to the requirements of the specifications as to proceeding with ordered work and filing a written protest within the time therein specified

CCO #01 Summary Sheet

Contractor's Change Order Item Number	Description	Justification	Agreed Lump Sum Price
1	Remove Saturated Soil from RW Building Pad	Saturated soils needed to be removed to provide suitable subgrade for the construction of the RWPS building. The Contractor was not apprised of the need to remove saturated materials from the site by the contract documents, and an alternative to mix the soils was costlier.	\$3,600.00
5	H20 Rated Lid on Pre-Cast Vault UF VV #2	This vault is in a location that may need to support vehicular traffic and the originally specified lid was not traffic rated.	\$2,185.00
6	Switch Filter Flowmeters to ABB	This is a district request to standardize on one meter manufacturer for the project for ease of O&M. Reference: Work Change Directive 04.	\$1,993.00
7	Add 6 Each Fiberglass Baffle Walls	Additional baffles will enhance operation of the CCB at design flows and has been reviewed for this application by the State DDW. Contractor was directed to supply per Work Change Directive 08 and locations specified per RFI 70.	\$24,665.00
8	30" Siphon Material Substitution	This is a contractor suggested value engineering materials change, resulting in a credit to the District.	<\$4,178.50>
9	CCB Slide Gate Cover Plate Change	The cover detailed on the plans was not sufficient size allow easy visual monitoring of slide gate positions and operation and did not include a cast in place frame.	\$2,400.00
10	Engineering Cost to Move RW Pump Station Footings	The plans (Ref: Drawing S10) did not require the Contractor to configure the column footings with four footings at each end therefore the building was initially engineered by the supplier with a three footing configuration. The cost is for the building supplier to redesign the building columns for four end columns as per the design engineer's direction.	\$1,100.00
11	Reinforcing Steel Added to CCB Radii	The plans did not detail reinforcing that the contractor was directed to install as per RFI No. 42 response from the design engineer.	\$5,164.00
16	Disposal of 12" Asbestos Pipe	The Contract Documents identified removal of some asbestos pipe but did not include final disposal. This cost is for disposal in conformance with regulatory requirements and includes additional pipe that was required to be removed, but not shown on the drawings.	\$2,844.00
		TOTAL Cost	\$39,772.50



GDPUD

Georgetown Divide Public Utility District

Update No. 4 ♦ Aug 31, 2017

AUBURN LAKE TRAILS WATER TREATMENT PLANT

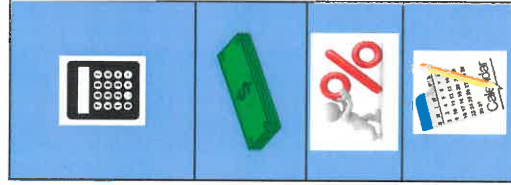
PROJECT UPDATE

UPCOMING ACTIVITIES:

- Concrete Pours:
- Filter Bldg.- Filter Pedestals
- Raw Water Pump Station – Walls
- Sludge Drying Beds – Floor Slab and Walls

COMPLETED ACTIVITIES:

- Mobilization
- Raw Water Siphon
- Temporary Finish Water Bypass Line
- Concrete Pours- Filter Bldg. Chlorine Contact Basin
- Concrete Pours - Raw Water Pump Station Footing and Slab
- Concrete Pour – Sludge Drying Beds



CONTRACT UPDATE:

Original Contract Amount: \$ 10,249,000
Contract Change Order #1: \$ 39,772
New Contract Amount \$10,288,772

Expended thru August 2017 \$2,698,772

Percent Complete 26%

Anticipated Completion Date December 2018

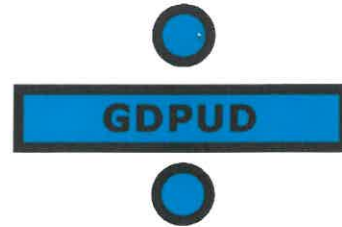
PROJECT CONSTRUCTION SCHEDULE

2017												2018													
J	F	M	A	M	J	J	A	S	O	N	D	J	J	A	M	A	F	M	J	J	A	S	O	N	D
		Mobilization & Demolition	Complete Raw Water Siphon	Complete Raw Water Siphon	Complete Earthwork	Complete Chlorine Contact Basin	Erect Raw Water Pump Station Bldg.	Complete Concrete Filter Building	Complete Raw Water Pump Station	100% Complete Sludge Drying Beds	100% Filter Building Structure	100% Complete Raw Water Pump Station	100% Complete Sludge Drying Beds	100% Backwash Recovery Basin	100% Complete Site Work	100% Complete Filter Building	Operator Training								

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
 6425 Main Street
 P.O. Box 4240
 Georgetown, CA 95634

www.gd-pud.org(530) 333-4356
 Steven Palmer, PE,
 General Manager
 For additional information, contact:
George Sanders, Project Manager,
 at gsanders@gd-pud.org or
 Call (530) 333-4356

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF SEPTEMBER 12, 2017
AGENDA ITEM NO. 6A**



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE CHANGE ORDER TO THE CONTRACT WITH ERS INDUSTRIAL SERVICES, INC. FOR THE REPAIR OF TWO ADDITIONAL FILTER CELLS IN THE AMOUNT OF \$19,436.65, AND AUTHORIZE A BUDGET INCREASE OF \$10,523.47 FROM FUND 43 CAPITAL RESERVE TO ACCOUNT 10-5300-5080.

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, consisting of several loops and a long tail, positioned to the right of the "APPROVED BY" text.

BACKGROUND

On June 28, 2017, a filter under-drain at the Auburn Lake Trails Water Treatment Plant failed. The failure rendered the filter unable to produce treated water, thereby jeopardizing the health and safety of District customers. At an emergency meeting of the Board on June 29, 2017, the Board determined that an emergency situation existed pursuant to Government Code Section 54956.5, and in accordance with Public Contract Code Sections 20205.1 and 22050, the Board authorized the General Manager to execute a contract with ERS Industrial Services, Inc. and approve change orders up to a total contract amount of \$50,000.

The filter repair is substantially complete and the Auburn Lake Trails Water Treatment Plant was fully operational on July 5, 2017.

In accordance with Public Contract Code Section 22050(c), the Board terminated the emergency and authorized a budget increase of \$50,000 from Fund 43 Capital Reserves for the emergency work at a meeting on July 11, 2017.

DISCUSSION

The initial authorized scope of work for ERS was to remove and replace media and repair broken underdrain laterals in two of four filter cells. The original contract amount is \$41,086.82. During the work to rebuild the two filter cells, Staff and ERS determined that the main underdrain header at the bottom of the filter was full of media and needed to be cleaned. The main underdrain header runs through all four cells. In order to remove all of the media from the main underdrain header and make sure no other underdrain repairs were necessary, ERS

was authorized to remove and replace the media in the remaining two filter cells and inspect the underdrain system. The work performed on the remaining two cells was extra work that was not included in the original proposal. This extra work was authorized in the field due to the emergency nature of the situation and in order to get ALT Water Treatment Plant operational without delay. At the time, the cost of the extra work was not known but it was estimated to be between \$15,000 and \$20,000. After the work was complete, ERS submitted a change order in the amount of \$19,436.65 bringing the total cost of the repairs to \$60,523.47. The District's Chief Water Treatment Plant Operator and General Manager have reviewed the change order and find that it is acceptable. The original agreement is included as Attachment 2 and the change order is included as Attachment 3.

The original contract amount plus change order exceeds the authority of the General Manager and the Board needs to approve the change order and authorize a budget increase.

FISCAL IMPACT

On July 11, 2017, the Board approved a budget increase of \$50,000 from Fund 43 Capital Reserves for this work. The cost of extra work exceeded this amount by \$10,523.47 and a budget amendment is required to appropriate \$10,523.47 from Fund 43 Capital Reserve to account 10-5300-5080. After this action, the Fund 43 Capital Reserve balance is projected to be \$91,023 on June 30, 2018. A budget change request form is included as Attachment 4.

CEQA ASSESSMENT

This project is Categorically Exempt, CEQA Guidelines Section 15301 (b) Existing facilities of both investor and publicly-owned utilities used to provide public utility services, (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, (h) For maintenance of water supply reservoirs.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution approving the change order for the additional filter repairs in the amount of \$19,436.65, and authorizing a budget increase appropriating \$10,524 from Fund 43 Capital Reserve to account 10-5300-5080.

ATTACHMENTS

1. Resolution
2. Original Agreement
3. Change Order
4. Budget Change Request Form

RESOLUTION NO. 2017-22

RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH ERS INDUSTRIAL SERVICES, INC. FOR THE REPAIR OF TWO ADDITIONAL FILTER CELLS IN THE AMOUNT OF \$19,436.65, AND AUTHORIZING A BUDGET INCREASE OF \$10,524 FROM FUND 43 CAPITAL RESERVE

WHEREAS, on June 28, 2017, a filter under-drain at the Auburn Lake Trails Water Treatment Plant failed. The failure rendered the filter unable to produce treated water, thereby jeopardizing the health and safety of District customers; and

WHEREAS, at an emergency meeting of the Board on June 29, 2017, the Board determined that an emergency situation existed pursuant to Government Code Section 54956.5; and

WHEREAS, at that emergency meeting and in accordance with Public Contract Code Sections 20205.1 and 22050, the Board authorized the General Manager to execute a contract with ERS Industrial Services, Inc. and approve change orders up to a total contract amount of \$50,000; and

WHEREAS, the filter repair is substantially complete and the Auburn Lake Trails Water Treatment Plant was fully operational on July 5, 2017; and

WHEREAS, the Board terminated the emergency situation and authorized a budget increase of \$50,000 from Fund 43 Capital Reserves at its meeting on July 11, 2017; and

WHEREAS, while the Auburn Lake Trails Water Treatment Plant was offline, additional repairs were identified that needed to be performed immediately in order to restore water production at the Plant; and

WHEREAS, the Change Order for the additional repairs is \$19,436.65, bringing the total cost of repairs to \$60,523.47; and

WHEREAS, the total cost of these emergency repairs exceeds the amount authorized in the budget by \$10,523.47.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Change Order to the contract with ERS Industrial Services, Inc. in the amount of \$19,436.65 is approved.
2. A budget amendment authorizing transfer of \$10,524 from Fund 43 Capital Reserve to account 10-5300-5080 to fund the emergency repairs is approved.

PASSED AND ADOPTED on this 12th day of September, 2017, by the following vote:

AYES: *Halpin, Hanschild, Hoelscher, Uso, Wodke*

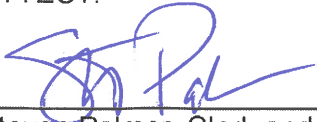
NOES:

ABSENT:



Londres Uso, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

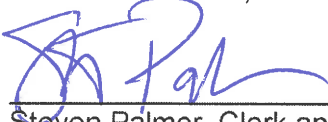
ATTEST:



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-22, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 12th day of September 2017.



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AGREEMENT FOR CONTRACT SERVICES

ERS Industrial Services, Inc.

For the Repair of 2 cells of Filter #3 at the Auburn Lake Trails Water Treatment Plant
Located at 3650 Sweetwater Trail Cool, CA

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of June, 2017 between the **Georgetown Divide Public Utility District**, a Special Utility District located in El Dorado County, California, (hereinafter the "DISTRICT") and **ERS Industrial Services, Inc.**, a California corporation, with its primary office located at 2120 Warm Springs Ct. Fremont, CA 94539 (hereinafter "CONTRACTOR") (collectively, "the Parties").

The parties to this agreement mutually agree as follows:

1. DESCRIPTION OF SERVICES TO BE PROVIDED

CONTRACTOR shall provide services to THE DISTRICT as follows. Turn Key Service on 2 cells of Filter #3 an 8' x 30' 4 cell Pressure Vessel located at the Auburn Lake Trails Water Treatment Plant. Full details contained in Exhibit A (ERS quote #062917-1Q) CONTRACTOR shall perform the services contemplated hereunder in a competent and professional manner and to the satisfaction of the DISTRICT'S General Manager, or his/her designee.

2. PAYMENT

CONTRACTOR shall be paid for the above described services in the amount of \$41,086.82. The compensation agreed to be paid to CONTRACTOR shall be the sole and exclusive consideration paid or provided to the CONTRACTOR by THE DISTRICT.

CONTRACTOR shall be paid for the service it/he/she renders hereunder within thirty (30) days after completion of the work.

3. CONTRACT TERMINATION

Both parties agree and understand that this contract may be terminated under the following conditions:

- (a) by failure of the CONTRACTOR to substantially perform the above described services; and/or
- (b) The DISTRICT reserves the right to cancel the work or services before the work or service begins, even though advertised and requested for.

In the event the contract is canceled under the circumstances described in paragraph 3(a), the determination of payment to the CONTRACTOR shall be at the discretion of the DISTRICT'S General Manager, or his/her designee.

4. INDEMNIFICATION AND CLAIMS

- (a) CONTRACTOR agrees to indemnify, release, defend and hold harmless the DISTRICT, its officers, agents and employees ("indemnitees") from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which indemnitees may sustain or incur or which may be imposed upon them for injuries to or death of persons, or damage or injury to property as a result of, arising out of, or in any manner connected with CONTRACTOR'S performance under the terms of this Agreement, except for that which arises from DISTRICT's sole negligence or willful misconduct. CONTRACTOR or any approved Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not be in any limited by, the insurance obligations contained in this Agreement.
- (b) Further, CONTRACTOR will indemnify the DISTRICT, and hold it harmless, from an assertion that, as a result of providing services to the DISTRICT, CONTRACTOR, or any of its employees or persons performing work pursuant to this Agreement, is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which the DISTRICT may be required to pay.
- (c) The DISTRICT will timely notify CONTRACTOR of any third-party claim related to this Agreement.


5. BONDS

- (a) CONTRACTOR shall furnish a Full Faith and Performance Bond and Labor and Material Bond. Copies of said bonds are incorporated by reference herein.
- (b) The surety issuing each bond must be duly authorized and admitted to issue surety bonds in the State of California.

6. INSURANCE

- (a) Required Coverage. Without limiting CONTRACTOR'S indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the DISTRICT as additional insureds and evidence of said insurance shall be delivered to THE DISTRICT in certificate and endorsement forms acceptable to the DISTRICT prior to execution of this Agreement.
- Automobile insurance for the vehicle(s) CONTRACTOR uses in connection with the performance of this Agreement. Coverage: \$1,000,000 per occurrence for bodily injury and property damage.
- Commercial general liability and property damage insurance. Coverage: \$2,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.

- Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONTRACTOR's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the DISTRICT, its officers and employees when acting within the scope of their appointment or employment." In the event, any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONTRACTOR shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

 ~~Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance. Coverage: \$1,000,000 each occurrence, \$2,000,000 policy aggregate.~~

(b) General Provisions.

- (i) CONTRACTOR shall obtain insurance acceptable to the DISTRICT in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the DISTRICT. The endorsements, naming the DISTRICT as an additional insured, are to be signed by a person authorized by CONTRACTOR'S insurer to bind coverage on its behalf.
 - (ii) It shall be a requirement under this contract that any available insurance shall provide broader than or in excess of the specified minimum insurance coverage requirements and/or limits to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
 - (iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the DISTRICT (if agreed to in a written contract) before the DISTRICT's own insurance or self-insurance shall be called upon to protect it as a named insured.
 - (iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents or volunteers.
 - (v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days' written notice has been received by the DISTRICT.
- (c) Additional Insured. The DISTRICT will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the

additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

- (i) Each such policy shall be endorsed with the following language:
The District, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from:
(a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
- (ii) This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with it.
- (iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- (iv) The Additional Insured coverage under the CONTRACTOR's policy shall be primary and non-contributory and will not seek contribution from the DISTRICT's insurance or self-insurance and shall be at least as broad as Standard Additional Insured Endorsement No. CG 20 01 04 13.

(d) Worker's Compensation. CONTRACTOR and CONTRACTOR's insurance company agree to waive all rights of subrogation against THE DISTRICT, its elected or appointed officials, agents, and employees for losses paid under CONTRACTOR's workers' compensation insurance policy which arise from the work performed by CONTRACTOR for THE DISTRICT.

(e) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the District's Risk Management for approval and shall not reduce the limits of liability. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the District, its officers, officials, agents, employees and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the DISTRICT. The DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

(f) Subcontractors. In the event CONTRACTOR desires to hire or employ any other company or person to perform any part of the services contemplated herein, the written approval, therefore, must be first obtained from the DISTRICT. The DISTRICT may withhold such approval for any reason.

- (i) If approval is given by the DISTRICT, CONTRACTOR agrees to include with all Subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by the CONTRACTOR agree to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to the DISTRICT under the Agreement Contract Documents. Subcontractor further agrees to include these same provisions with any Subcontractor.

A copy of the DISTRICT's Agreement Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to the commencement of any work and will provide proof of compliance to the DISTRICT.

- (ii) CONTRACTOR shall secure and provide THE DISTRICT with evidence securing said subcontractor's Worker's Compensation insurance covering said approved employee(s) in statutory amounts and providing 30 days' advance notice to THE DISTRICT in the event said policy is canceled.

When box is checked the following Section 7 ("PREVAILING WAGE") will apply:

7. PREVAILING WAGE

- (a) CONTRACTOR will comply with all applicable laws, rules & regulations including, but not limited to, the requirements of Labor Code §3800 regarding workers' compensation insurance and shall, prior to THE DISTRICT's execution of this Agreement, provide THE DISTRICT with either a Certificate of Insurance documenting CONTRACTOR's workers' compensation insurance coverage from a company acceptable to The District or a letter stating CONTRACTOR has no employees.
- (b) For services deemed public works, CONTRACTOR must sign a Worker's Compensation Certificate as required by Labor Code section 1861. Said Certificate is incorporated by reference herein.
- (c) CONTRACTOR shall comply with the requirements of the California Labor Code including, but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.
- (d) Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to workers, laborers, and mechanics employed in the execution of the work by CONTRACTOR or any Subcontractor doing or contracting any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the District offices. CONTRACTOR shall post, at each job site, a copy of the general prevailing rate of per diem wages. The CONTRACTOR shall forfeit two hundred dollars (\$200.00) per day for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Agreement by the CONTRACTOR or any Subcontractor under the CONTRACTOR.
- (e) CONTRACTOR shall also comply with Labor Code Sections 1776, 1777.5, 1777.6 and 1810.
- (f) The statutory provisions for penalties for failure to pay prevailing wages and to comply with the State's wage and hour laws will be enforced.

When box is checked the following Section 8 ("LIQUIDATED DAMAGES") will apply:

8. LIQUIDATED DAMAGES

It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the DISTRICT. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the DISTRICT, or have withheld from moneys due it, the sum of \$1000 per day. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

9. CONTRACTOR RELATIONSHIP

CONTRACTOR understands and agrees that in performing the above described services, the CONTRACTOR shall act as an independent contractor and not an employee of the DISTRICT.

CONTRACTOR shall be solely responsible for the reporting of income for tax purposes.

10. COMPLIANCE WITH THE LAW

CONTRACTOR, in the conduct of the services contemplated hereunder, shall comply with all statutes, state or federal, and all ordinances, rules and regulations of the Georgetown Divide Public Utility District.

11. SUPPLIES

CONTRACTOR shall acquire, provide, maintain and repair at its/his/her sole cost and expense such equipment, materials, supplies, etc., as CONTRACTOR needs for its/his/her use for the proper conduct of the aforesaid work or services.

12. ASSIGNMENT

The parties acknowledge that the above-described services shall not under any circumstances be assigned to any other person without the prior written consent of the DISTRICT. It is further recognized by the parties hereto that a substantial inducement to the DISTRICT for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR.

13. NOTICES

- (a) Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the DISTRICT: Georgetown Divide Public Utility District
6425 Main Street
P.O. Box 4240
Georgetown, CA 95634

To CONTRACTOR: ERS Industrial Services, Inc.
2120 Warm Springs Ct.
Fremont, CA 94539

- (b) Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

14. GOVERNING LAW AND VENUE

This Agreement shall be administered and interpreted under California law as if written by both parties. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of El Dorado, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

15. ENTIRE AGREEMENT

- (a) This Agreement supersedes any and all other agreements, either oral or written, between the DISTRICT and CONTRACTOR with respect to the subject matter of this Agreement.
- (b) This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.
- (c) No agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- (d) The DISTRICT reserves the right to amend or modify this Agreement by written agreement.

16. WAIVER

- (a) No waiver shall be binding, unless executed in writing by the party making the waiver.
- (b) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- (c) Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

17. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

18. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

19. AUTHORITY TO ENTER AGREEMENT

CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

20. PROHIBITED INTERESTS

CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, THE DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of THE DISTRICT, during the term of his or her service with THE DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. NONDISCRIMINATION

- (a) CONTRACTOR shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.
- (b) Consistent with THE DISTRICT's policy that harassment and discrimination are unacceptable employer/employee conduct, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a District employee, or a citizen by CONTRACTOR or CONTRACTOR'S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.


[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS THE EXECUTION THEREOF, this ___ day of _____, 2017.

CONTRACTOR
ERS Industrial Services, Inc.

GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT

BY:


Signature *Randolph W. Radonich*


Steven Palmer, General Manager

Secretary / Treasurer
Title

APPROVED AS TO FORM:

Barbara A. Brenner
District Legal Counsel

Attachments

Certification by Secretary
Of Corporate Resolution

At the meeting of the Directors of ERS Industrial Services, Inc.
(Legal Company Name)
_____ a corporation organized and existing under the laws of

The State of California,
(State of Incorporation)
duly called and held in accordance with
the articles of incorporation and bylaws of the corporation at its office on

4-20-1993 at which a quorum of the directors was present, the following
(Date of Meeting)
resolution was adopted to wit:

Resolved, that Bradford P. Radonich - President and
(Name of Officer and Title)
Randolph W. Radonich - Secretary/Treasurer are hereby authorized to sign
(Name of Officer and Title)
contracts/agreements in the name of and on behalf of ERS Industrial
(Legal Company Name)
Services, Inc.

I, Randolph W. Radonich, Secretary of ERS Industrial
(Name) (Legal Company Name)
Services, Inc., do hereby certify that I am the Secretary of said

corporation and that the above is a full, true and correct copy of a resolution of
the Board of Directors of said corporation, duly adopted at the meeting held on
4-20-1993 and that said resolution has not been revoked or rescinded.
(Date of Meeting)

In witness whereof, I have hereunto subscribed my name and affixed the seal of
said corporation.

6-30-17
Date



Secretary (SEAL)

EXHIBIT A

Service includes removal, packaging and disposal **Dump On-Site** of existing media, interior filter cleaning where required, supply and installation of new media, per design. ERS will also repair or replace existing underdrains as needed, on a time and materials basis*. Not to exceed estimated amount of 41,086.82. Work to start on or before July 1, 2017 and proceed through the weekend until completed.

ERS to provide:

- 1) Qualified Manpower
- 2) Forklift
- 3) Disposal and disposal transport
- 4) High power industrial vacuum system
- 5) Confined space equipment as follows:
 - a) Supervisor/Environmental Technician/Hole watch
 - b) Ventilation fan for air circulation
 - c) Tripod/winch for emergency evacuation
 - d) Four gas monitors for pre-entry testing, as well as for continuous testing
 - e) 2-way Radios for communication with in-tank personnel
 - f) Cellular phone as an emergency response tool
 - g) Half-face cartridge type respirators (Supplied air respirators available if required)
 - h) Harnesses with safety ropes for all men
 - i) Daily monitoring log
 - j) Complete and post-confined space entry permit (if required)
- 6) New media as follows:
 - a) 3/4 x 3/8 Filter Gravel
 - b) 1/4 x 1/8 Filter Gravel
 - c) #6 x #12 Filter Gravel
 - d) .45-.55mm<1.5uc Filter Sand
 - e) 80-.90mm<1.5uc Anthracite

**CHANGE ORDER #1
FOR THE REPAIR OF 2 CELLS OF FILTER #3 AT THE AUBURN LAKE
TRAILS WATER TREATMENT PLANT
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AND
ERS Industrial Services, Inc.**

The agreement for Services previously entered into between the parties on June 30, 2017 FOR THE REPAIR OF 2 CELLS OF FILTER #3 AT THE AUBURN LAKE TRAILS WATER TREATMENT PLANT is hereby amended as follows:

Additional work on the remaining 2 cells of filter #3. Remove old filter media, inspect, clean and install new filter media.

Period of performance

The project completion date shall remain unchanged.

Compensation and Method of Payment

Additional compensation for services as listed on the attached revised quote #070417-1QR shall be provided in an amount not-to-exceed \$19,436.65.

Original Agreement Amount:	\$41,086.82
Amendment #1 Amount:	<u>\$19,436.65</u>
Total Contract Amount:	\$60,523.47

Except as noted above, all provisions of the original Agreement and Amendments remain in force.

IN WITNESS WHEREOF, this Amendment is executed as of the date(s) indicated.

GEORGETOWN DIVIDE PUBLIC
UTILITY DISTRICT

Date: _____

By: _____

ERS INDUSTRIAL SERVICES,
INC.

Date: 8-30-17

By: _____

Randolph W. Radonich
Secretary / Treasurer

ERS Industrial Services, Inc.
 2120 Warm Springs Court
 Fremont, CA 94539

Phone: (510) 770-0202
 Fax: (510) 490-3024

Invoice: 99776

Invoice Date: 7/28/2017

Terms: Net 20

Contract: Agreement for Contract
 Services

Bill To:	Project Details:
Georgetown Divide PUD Att: Accounts Payable P.O. Box 4240 Georgetown, CA 95634	GDP17TD1 Georgetown - Auburn Lake Trails Att: Martin Ceirante 3650 Sweetwater Trail Cool, CA 95635

Additional Information

Final Progress Billing

Description	Invoice Amount	Current Due
Materials	5,781.19	5,781.19 T
Freight	3,076.92	3,076.92
Labor & Equipment	10,159.40	10,159.40
Subtotal Amount	19,017.51	19,017.51
Tax Amount ('T' Indicates a taxable line)		419.14
Total Invoice Amount Due		19,436.65

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Administrative Directive
Budget Change Request Form
 Fiscal Year 2017-18

GDPUD Board Meeting of 9/12/2017 AGENDA ITEM #6A Attachment 4

Date: September 12, 2017

To: File

From: Steven Palmer, PE, General Manager

Source of Funds or Transfer from:

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
Fund 43 - Capital Reserves	Fund 43	\$ 10,524
		\$
		\$
		\$

Total: _____

New Appropriation or Transfer to:

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
Outside Service/Consultants	Acct 10-5300-5080	\$ 10,524
		\$
		\$
		\$

Total: \$ 10,524

Reason for change:

To fund unforeseen repairs needed to the Auburn Lake Trails Water Treatment Plant Filters.
 This is for a change order to the agreement with ERS Industrial Services, Inc. Original contract amount of \$41,086.82.
 Change order amount of \$19,436.65. Total amount of \$60,523.47

Requested by: _____ Date: _____

General Manager: Steve Palmer, PE, General Manager Date: _____

Recommended: Yes: No:

Approved: Yes: No:

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF SEPTEMBER 12, 2017
AGENDA ITEM NO. 6B**



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR MARK EDSON DAM SPILLWAY COMPREHENSIVE CONDITION ASSESSMENT WITH GEI CONSULTANTS, INC. FOR AN AMOUNT NOT TO EXCEED \$47,900; AND AUTHORIZE BUDGET INCREASE OF \$47,900

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the "APPROVED BY" line.

BACKGROUND

As a result of major incidents at Oroville Dam, the State of California has ordered detailed evaluations of dam appurtenant structures. Consequently, the California Department of Water Resources, Division of Safety of Dams (DSOD) issued a letter to GDPUD requiring a comprehensive condition assessment as soon as possible. The letter, dated June 19, 2017, is included as Attachment 2

The letter from DSOD requires the District to perform a comprehensive condition assessment of the spillway as soon as possible. The letter requires that the District prepare and submit a work plan for the condition assessment to DSOD by September 1, 2017.

A Request for Proposals (RFP) to select an engineering firm to prepare the work plan and perform the assessment was issued on July 13, 2017 and five (5) proposals were received on August 2, 2017.

DISCUSSION

Proposals were received from GEI Consultants, Inc., Terra Engineers, Inc., Genterra Consultants, Inc., Cal Engineering & Geology, Holdrege & Kull Consulting Engineers and Geologists.

Procurement of contracts with private engineers is regulated by Government Code Section 4525-4529.5, which is sometimes called the Mini Brooks Act and Qualification Based Selection (QBS). This section of California State Code states that selection of private engineering firms by a local agency "shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." The code

also states that local agencies need to adopt by ordinance and follow procedures that assure that professional engineering services are engaged on the basis of demonstrated competence and qualifications, at fair and reasonable prices, and assure maximum participation of small business firms. California Government Code Section 4527 specifies the following method that the State must follow and specifies that local agencies “may” follow this methodology as a means to demonstrate that professional services procurements is based on qualifications:

- (1) Negotiate a contract with the best qualified firm at compensation which the agency head determines is fair and reasonable to the State of California or the political subdivision involved.
- (2) Should the agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, then negotiations with that firm shall be formally terminated. The agency head shall then undertake negotiations with the second most qualified firm. If an agreement cannot be reached with the second most qualified firm, then the agency head shall terminate negotiations. Then the agency head shall undertake negotiations with the third most qualified firm.
- (3) Should the agency head be unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this Code section until an agreement is reached.

The District does not have a formally adopted professional services procurement policy, so District staff followed the methodology above, listed in California Code Section 4527.

A team of two District Staff and one District consultant reviewed the proposals for criteria listed in the RFP. The review team ranked GEI Consultants, Inc. as the preferred consultant. GEI Consultants is currently under contract with the District to analyze instrumentation data at the dam and prepare an annual comprehensive written evaluation of the data and safe performance of the dam to DSOD. That work is separate from this new requirement from DSOD to evaluate the spillway condition.

The Scope of Work for this new agreement includes the following tasks:

Task 1 – Collect and Review Existing Project Information from GDPUD and Division of Safety of Dams (DSOD).

Task 2 – Prepare Draft Comprehensive Condition Assessment Work Plan (CAAWP). Identify needed investigations and analyses. Conduct QA/QC review. Submit CCAWP to GDPUD for review.

Task 3 – Review/address comments on Draft CCAWP and submit to GDPUD & DSOD. Support GDPUD with DSOD as needed.

Task 4 – Produce Final CCAWP.

Task 5 – Conduct detailed dam and spillway field inspection.

Task 6 – Evaluate potential issues with spillway and appurtenant structures including Geologic hazards, spillway foundation, concrete lining, drainage system, potential for undermining/hydraulic jacking, and conduct hydrology, hydraulics, soils, structural or geologic analyses as needed for evaluation. Evaluate any issues regarding the dam's outlet tunnel and valves that may arise.

Task 7 – Identify repairs that are needed immediately if necessary.

Task 8 – Compile Draft Comprehensive Condition Assessment Report (CCAR); conduct QA/QC review; submit to GDPUD for review and comment.

Task 9 – Review/address comments, support GDPUD with DSOD as needed.

Task 10 – Prepare Final CCAR; transmit to GDPUD.

GEI Consultants, Inc.'s proposal is for a total cost not to exceed \$47,900, which will be billed on a time and materials basis. The District General Manager reviewed the fee proposal and concludes that the level of effort, rates, and total amount are appropriate for the scope of work required by DSOD.

The Professional Services Agreement is included as Attachment 3, and the cost proposal is included as Attachment 4.

FISCAL IMPACT

This work and the expenditure associated with this agreement were not included in the Fiscal Year 2017-2018 budget. A budget increase of \$47,900 from Fund 43 – Capital Reserves is required to fund this Professional Services Agreement. The current projected balance for Fund 43 – Capital Reserves is \$91,023 at the end of Fiscal Year 2017-2018 (June 30, 2018). Transferring from reserves for this work will reduce the projected fund balance for Fund 43 – Capital Reserves to \$43,123. A budget amendment form is included as Attachment 5.

CEQA ASSESSMENT

The work performed under this agreement is Categorically Exempt, CEQA Guidelines Section 15301 Existing Facilities; Section 15306 Information Collection; and Section 15061 No Possibility of Significant Effect on the Environment. The Project is limited to maintenance of existing facilities and investigations to collect information regarding the functioning of the spillway, and does not involve an expansion of use.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution authorizing a budget increase of \$47,900 from Fund 43 – Capital Reserves to Account 10-5100-5080, and authorizing the General Manager to execute a Professional Services Agreement with GEI Consulting, Inc. for an amount not to exceed \$47,900 for the Mark Edson Dam Spillway Comprehensive Condition Assessment.

ATTACHMENTS

1. Resolution
2. DSOD Letter dated June 19, 2017
3. Professional Services Agreement
4. GEI Cost Proposal
5. Budget Amendment Form

RESOLUTION NO. 2017-23

RESOLUTION AUTHORIZING A BUDGET INCREASE OF \$47,900 FROM FUND 43 CAPITAL RESERVES TO ACCOUNT 10-5100-5080, AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GEI CONSULTANTING, INC. FOR AN AMOUNT NOT TO EXCEED \$47,900 FOR THE MARK EDSON DAM SPILLWAY COMPREHENSIVE CONDITION ASSESSMENT

WHEREAS, as a result of major incidents at Oroville Dam, the District received a letter from the California Department of Water Resources, Division of Safety of Dams (DSOD) dated June 19, 2017, related to the condition of the Mark Edson Dam Spillway; and

WHEREAS, the letter from DSOD requires the District to perform a comprehensive condition assessment of the Mark Edson Dam Spillway as soon as possible, and submit a work plan for the condition assessment to DSOD by September 1, 2017; and

WHEREAS, this spillway assessment was not contemplated or included in the Fiscal Year 2017-2018 Budget; and

WHEREAS, a request for proposals to select an engineering firm to prepare these reports was issued on July 13, 2017 and five (5) proposals were received on August 2, 2017; and

WHEREAS, after reviewing proposals, District Staff and consultants have determined that GEI Consulting, Inc. is well qualified and provided the District with a preferred proposal and scope of work; and

WHEREAS, the GEI Consulting, Inc. proposal is for a time and materials fee not to exceed \$47,900.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. A budget increase of \$47,900 from Fund 43 Capital Reserves to account 10-5100-5080 is authorized.
2. The General Manager is authorized to execute a professional services agreement with GEI Consulting, Inc. in the amount of \$47,900 for the Mark Edson Dam Spillway Comprehensive Condition Assessment.

PASSED AND ADOPTED on this 12th day of September, 2017, by the following vote:

AYES: *Halpin, Hanschild, Uso, Wadde*

NOES: *Hoelscher*

ABSENT:

Londres Uso, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

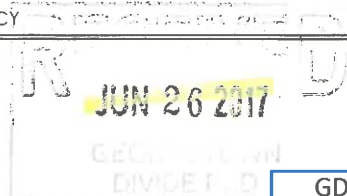
I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017- duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 12th day of September 2017.



Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



GDPUD Board Meeting of 9/12/2017
AGENDA ITEM 6B
Attachment 2

JUN 19 2017

Mr. Steve Palmer, General Manager
Georgetown Divide Public Utility District
6245 Main Street
Georgetown, California 95634

Mark Edson Dam, No. 460-3
El Dorado County

Dear Mr. Palmer:

As a result of the recent major incidents at Oroville Dam, which led to significant damage and erosion of the Service and Emergency Spillways, Governor Brown issued a plan to bolster the State's dam safety program. To strengthen the State's inspection program, the Governor has ordered detailed evaluations of dam appurtenant structures, such as spillways. This new review is being expedited for dams that have large spillways and structures similar to Oroville Dam. Based on this directive, the Division of Safety of Dams is immediately conducting detailed re-evaluations of large spillways at high-hazard dams.

We completed a reconnaissance-level assessment of the spillway at Mark Edson Dam and have noted that the structure may have potential geologic, structural, or performance issues that could jeopardize its ability to safely pass a flood event. Therefore, we are requesting that you perform a comprehensive condition assessment of the spillway as soon as possible. This spillway may also require a site investigation to provide supporting information for completing this assessment.

Please submit a work plan by September 1, 2017, for our review and approval. The scope of the detailed condition assessment of the spillway should include an evaluation of the concrete lining, the existing drainage system, and the potential for slab undermining and hydraulic jacking. The scope of the site investigation should focus on identifying potential geologic hazards associated with the spillway, including characterization of the foundation materials underlying and adjacent to the spillway structure and their susceptibility to erosion and instability.

My staff is available to discuss with you ways to expedite development of the required assessment. The site investigation and condition assessment report must be completed expeditiously. Additionally, any known damage to the spillways must be repaired before the next flood season.

Mr. Steve Palmer

JUN 19 2017

Page 2

If you have any questions or need additional information, please contact Design Engineer Jeff Kuhl at (916) 227-6739 or Project Engineer Daniel Meyersohn at (916) 227-4624.

Sincerely,



Sharon K. Tapia, Chief
Division of Safety of Dams

PROFESSIONAL SERVICES AGREEMENT

AUG 17 2017
GEORGETOWN
DIVIDE PUD

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 201__, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and GEI Consultants, Inc. (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

- A. District has determined that consultant services are required for Engineering Services for Mark Edson Dam Spillway Comprehensive Condition Assessment (the “Project”).
- B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).
- C. Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the “Rates”).

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

- 1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.
- 2. **Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.
- 3. **Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed forty-seven thousand nine hundred dollars (\$47,900) as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes

any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

6. Termination. District may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, by notifying Consultant in writing of District's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

8. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District's General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

~~9. Performance by Key Employee. Consultant has represented to District that _____ will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.~~

10. Property of District. The following will be considered and will remain the property of District:

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services ("Documents").

Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Documents.

B. Data. All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

11. Duties of District. In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

12. Representations of Consultant. District relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

15. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Automobile Insurance. Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“District’s Agents”); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

E. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant’s obligation to defend, indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

18. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

19. Notices. Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634
Attention: General Manager

With courtesy copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

If to Consultant: GEI Consultants, Inc.
Attention: William J. Bennett
2868 Prospect Park Place, Suite 400
Rancho Cordova, California 95670

20. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

M. Drafting and Ambiguities. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven V. Palmer, General Manager

Date: 9/12/17

CONSULTANT:

By: William J. Bennett

Name: William J. Bennett

Date: 8/14/17

Approved as to Form:


Barbara A. Brenner, General Counsel

EXHIBIT A

Services

Based on GEI's approach and requirements GDPUD has presented in the Request for Proposals, GEI's services will include the following tasks:

Task 1 – Collect and Review Existing Project Information from GDPUD and Division of Safety of Dams (DSOD).

Task 2 – Prepare Draft Comprehensive Condition Assessment Work Plan (CCAWP). Identify needed investigations and analyses. Conduct QA/QC review. Submit CCAWP to GDPUD for review.

Task 3 – Review/address comments on Draft CCAWP and submit to GDPUD & DSOD. Support GDPUD with DSOD as needed.

Task 4 – Produce Final CCAWP.

Task 5 – Conduct detailed dam and spillway field inspection.

Task 6 – Evaluate potential issues with spillway and appurtenant structures including Geologic hazards, spillway foundation, concrete lining, drainage system, potential for undermining/hydraulic jacking, and conduct hydrology, hydraulics, soils, structural or geologic analyses as needed for evaluation. Evaluate any issues regarding the dam's outlet tunnel and valves that may arise.

Task 7 – Identify repairs that are needed immediately if necessary.

Task 8 – Compile Draft Comprehensive Condition Assessment Report (CCAR); conduct QA/QC review; submit to GDPUD for review and comment.

Task 9 – Review/address comments, support GDPUD with DSOD as needed.

Task 10 – Prepare Final CCAR; transmit to GDPUD.

EXHIBIT B

Rates

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 110
Staff Professional – Grade 2	\$ 121
Project Professional – Grade 3	\$ 133
Project Professional – Grade 4	\$ 149
Senior Professional – Grade 5	\$ 176
Senior Professional – Grade 6	\$ 201
Senior Professional – Grade 7	\$ 238
Senior Consultant – Grade 8	\$ 267
Senior Consultant – Grade 9	\$ 330
Senior Principal – Grade 10	\$ 330

Senior CADD Drafter and Designer	\$ 133
CADD Drafter / Designer and Senior Technician	\$ 121
Field Professional	\$ 100
Technician, Word Processor, Administrative Staff	\$ 99
Office Aide	\$ 77

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Administrative Directive
Budget Change Request Form
 Fiscal Year 2017-18

GDPUD Board Meeting of 9/12/2017
AGENDA ITEM 6B
 Attachment 5

Date: September 12, 2017

To: File

From: Steven Palmer, PE, General Manager

Source of Funds or Transfer from:

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
Fund 43 - Capital Reserves	Fund 43	\$ 47,900
		\$
		\$
		\$
		\$
Total:		

New Appropriation or Transfer to:

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
Outside Service/Consultants	Acct 10-5100-5080	\$ 47,900
		\$
		\$
		\$
		\$
		\$
Total:		\$ 47,900

Reason for change:

To fund unforeseen requirement from California Department of Water Resources, Division of Safety of Dams to perform a comprehensive condition assessment of Mark Edson Dam Spillway.

Requested by: _____ **Date:** _____

General Manager: Steve Palmer, PE, General Manager **Date:** _____

Recommended: Yes: No:

Approved: Yes: No:

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF SEPTEMBER 12, 2017
AGENDA ITEM NO. 6C**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER REQUEST FROM IRRIGATION WATER CUSTOMER POTATO RICHARDSON FOR REFUND OF IRRIGATION SERVICE RATES AND LATE FEES PAID IN MAY AND JUNE, TOTALLING \$157.48

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, consisting of a stylized, overlapping loop.

BACKGROUND

Customer Potato Richardson has requested that the District refund his first two months of irrigation water service rates and associated late fees. Mr. Richardson asserts that he did not receive irrigation water during the months of May and June, and that this was caused by a problem with District Works. This refund request is allowed in accordance with Section 3(e) of Irrigation Ordinance 2005-01, which states that "when interruptions to irrigation service due to failure of the District Works extend beyond five (5) days, proportionate adjustments for such water loss will be made."

Staff has reviewed the available information and determined that Mr. Richardson's inability to receive irrigation water was not caused by any problem with District Works.

Mr. Richardson is not satisfied with Staff's determination or explanation and wishes to appeal this decision to the Board. This is in accordance with Section 1(p) of Irrigation Ordinance 2005-01, which states that any person dissatisfied with any determination of District management shall have the right to appeal to the Board of Directors.

DISCUSSION

Mr. Richardson's email requesting a refund and appealing Staff's decision to the Board is included as Attachment 1. In that email, Mr. Richardson asserts that his irrigation service was not delivering water because there were excessive amounts of air entering his line from his neighbor's service, Mr. Stephen Proe. Mr. Proe and Mr. Richardson share a common turnout lateral from the District pipeline, with separate services "teeing" off the lateral. Each service has a separate valve which can be used to isolate individual services.

Timeline

Notes from the District's work order and billing system regarding Mr. Richardson's phone calls and response from Staff are included in Attachment 2, and summarized below.

Staff was first notified of Mr. Richardson's service problem on May 9, 2017. On May 10, the District's canal operator visited the service location, operated the service valve, and determined that water was being supplied at the point of connection to Mr. Richardson's private system; and that there was likely air in the private system that needed to be bled out.

On June 13, 2017, Mr. Richardson again contacted the District stating that he did not have irrigation water, and District staff visited the service location to investigate. Again, the District's canal operator found water at the point of connection and no issues with District Works.

Mr. Richardson contacted the District again on June 26, 2017 stating that he did not have irrigation water and that he dug up all his pipes and cannot find where air is entering the line. District canal operators stopped by Mr. Richardson home on June 27, 2017 but he was not available. On June 28, 2017, District canal operators returned to Mr. Richardson's home. At that time, they walked his property, bled all the air out of his private service lines, and made sure entire private system was pressurized. District operators left once Mr. Richardson's system was operating.

On July 11, 2017, Mr. Richardson contacted the office stating that he did not have irrigation water. District's canal operator responded and determined that one of Mr. Richardson's sprinkler was broken, thereby causing his system to lose pressure. Mr. Richardson repaired the sprinkler and the District's canal operator returned to his property on July 12 to assist in bleeding air from the private lines and getting Mr. Richardson's service operating again.

Evaluation

The General Manager performed a thorough review of available information, including meeting with staff, visiting the site, and reviewing work orders. Based on this review and evaluation, it is clear that water was available at Mr. Richardson's service at the start of irrigation season and the lack of water was caused by problems within his private system.

Mr. Richardson is not disputing that water was at the District's irrigation main. He is claiming that air either entered his line from District Works, or from his neighbor's lateral. This claim is not supported by the physical layout of the irrigation main, service laterals, and private irrigation pipe.

Air can enter a pipeline primarily through three ways: at system shutdown/startup, in the source water, and from mechanical equipment. In the case of Mr. Richardson's private line, the air is most likely from system shutdown and startup. When water is drained from a pipeline, air is pulled into the pipeline to replace the water. When the pipeline is subsequently filled, that air needs to be pushed out of the pipeline. If there are no openings to the atmosphere for the air to escape, then air will gather at high points in the pipeline. This is because air is lighter than water. As air collects at high points it will restrict or even stop the flow of water in the pipeline. To prevent air from blocking the flow of water, all municipal pipelines (including the District's irrigation main), are installed with air/vacuum release valves (ARV) at high points in the line.

These ARVs automatically let trapped air out of the pipeline. An illustration of the impact of air in a pipeline is shown in Attachment 4.

Because both Mr. Richardson's and Mr. Proe's service laterals are at lower elevation than the District's irrigation main, air introduced by the source water or District mechanical equipment rises to the nearest high point in the District main is released by an ARV. However, because Mr. Richardson's line has multiple high points and does not have ARVs, air can get trapped in his irrigation system during shutdown and startup each year. If valves are not operated in a specific order, air can become trapped in one of the high points and restrict or stop the flow of water. Additionally, since Mr. Proe's irrigation system is lower than the District facility, any air in Mr. Proe's line would either remain trapped in his private system, or rise into the District Works and be released by the ARV. A rough profile of Mr. Richardson's irrigation system is included as Attachment 5.

FISCAL IMPACT

Mr. Richardson is asking for a refund in the amount of \$157.48, which would result in a direct reduction of District revenue. The account history is included in Attachment 3.

CEQA ASSESSMENT

This action does not constitute a project as defined by CEQA.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) review and consider Mr. Robertson's request for a refund of \$157.48.

ATTACHMENTS

1. Email request from Mr. Potato Richardson
2. Work Orders
3. Account History
4. Illustration of Air in Pipelines from Valmatic
5. Schematic Irrigation Profile

From: Potato <Potato@jps.net>
Sent: Monday, August 21, 2017 5:02 PM
To: Steve Palmer
Cc: Potato@jps.net
Subject: Item for Sept agenda

Mr. Palmer

The reason I feel that I should have my first two months of ditch water fees waved is the following.

Of course the fact that I didn't get any water is reason enough. After all the sole purpose of the district is to provide water to the public in the area it serves.

I was told the water was available and the problem was my lines. However there was air coming into my line in excessive amounts that overwhelmed my system.

I have been using that current system ever since the new pipeline was installed several years ago without a problem.

I finally determined by shutting my lines off and opening the input tap line.

Each time I did that a lot of air was coming into my pipeline from the source.

Apparently that air was from the pipeline of Mr. Proe.

After exhaustive bleeding the lines of Mr. Proe's line my problem was solved.

The line from GDPUD serves both Mr. Proe and myself so if GDPUD had a air bleeder on the input side

of our valves this problem would never occur with either myself or Mr. Proe.

Bottom line is I was not getting the service I was charged for.

Thank you for considering my situation.

Potato Richardson

Greenwood, Calif

530-885-2552

Potato@jps.net

PS: as you know I paid the two months service bill plus the late fees and I expect either a credit or refund.

Virus-free. www.avast.com

Date/Time: 05/09/B7 10:06
Terminal: CON (T2)
Userid: Administrator

GDPUD Board Meeting of 9/12/2017
AGENDA ITEM 6C
Attachment 2

NO WATER YET

0123456789012345678901234567890123456789012345678901234567890123456789

0		MQ-FM-CM	GEO-Customer Master							0
1	VIEW/CHANGE RECORD									1
2		RIC0036								2
3										3
4		(01): RICHARDSON, POTATO								4
5		(02):				090/0120				5
6		(03): 2910 SLIGER MINE RD								6
7		(04):				0900120				7
8		(05): GREENWOOD	CA	95635	9621	HO	0110			8
9		(06): (530) 885-2552				(12):	01/19/06			9
10		() -				(13):	04/30/17			10
11		(07): N				(14):	06/30/17			11
12		(08): Y				(15):	08/08/16			12
13		(09):	/	/		(16):	09/29/16			13
14		(10): 0				(17):	/ /			14
15	(11): MAIN #2	S1								15
16										16
17		.00				.00	144.14			17
18										18
19		.00	144.14		.00	.00	.00			19
20		Jun 09 2016 12:37 pm	(Temp)	Temporary Assignment						20
21										21
22										22
23	Line or <F1> Option.....:									23
24										24

0123456789012345678901234567890123456789012345678901234567890123456789

Air in line, will take
a couple days to burp
it out

5-10-17 - NATE

Please ck
Thanks
X

COPY

Date/Time: 06/13/B7 09:32
Terminal: CON (TO)
Userid: Administrator

note

CM STATES HE DOESNT HAVE WATER

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VIEW/CHANGE RECORD

MQ-FM-LM GEO-Location Master

0900120

(01): 090 0120
 SLIGER MINE RD
(02): 2910
(03): MAIN #2
(04): GREENWOOD CA 95635
 (05): 06/30/17
 (06): 74-030-37
 (07): 090 0074

RIC0036 01/19/06

(08):

N

(09):

05/16/91

(10):

(11):

(12):

IRR: S1

Line or <F1> Option.....:

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*Customer has water at service -
has irrigation issues on his own side*

6-13-17 - Note

COPY

Nate

SAYS HE HAS ALL PIPES TORN UP AND CANNOT FIND WHERE AIR IS COMING IN

0123456789012345678901234567890123456789012345678901234567890123456789

0		MQ-FM-CM	GEO-Customer Master							0
1	VIEW/CHANGE RECORD									1
2		RIC0036								2
3										3
4		(01): RICHARDSON, POTATO								4
5		(02):				090/0120				5
6		(03): 2910 SLIGER MINE RD								6
7		(04):				0900120				7
8		(05): GREENWOOD	CA 95635 9621 HO 0110							8
9		(06): (530) 885-2552				(12): 01/19/06				9
10		() -				(13): 06/30/17				10
11		(07): N				(14): 08/31/17				11
12		(08): Y				(15): 06/08/17				12
13		(09): / /				(16): 09/29/16				13
14		(10): 0				(17): / /				14
15	(11): MAIN #2	S1								15
16										16
17	.00				.00	301.62				17
18										18
19	.00	145.48	156.14		.00	.00				19
20	Jun 09 2016 12:37 pm (Temp) Temporary Assignment									20
21	Line or <F1> Option.....:									21
22										22
23										23
24										24

0123456789012345678901234567890123456789012345678901234567890123456789

Went by Potato's house to talk, but he wasn't there 6-27-17 - 3:00 pm NAT=

Ike and I went to Potato's house - burped all the air out of his side of the service and got him going 6-28-17 - 3:00 NAT=

COPY

HAS NO IRRIGATION WATER

0123456789012345678901234567890123456789012345678901234567890123456789

0		MQ-FM-CM	GEO-Customer Master							0
1	VIEW/CHANGE RECORD									1
2		RIC0036								2
3		(01) :	RICHARDSON, POTATO							3
4		(02) :				090/0120				4
5		(03) :	2910 SLIGER MINE RD							5
6		(04) :				0900120				6
7		(05) :	GREENWOOD	CA	95635 9621 HO 0110					7
8		(06) :	(530)885-2552			(12) :	01/19/06			8
9			() -			(13) :	06/30/16			9
10		(07) :	N			(14) :	08/31/16			10
11		(08) :	Y			(15) :	06/06/16			11
12		(09) :	/ /			(16) :	06/14/16			12
13		(10) :	0			(17) :	/ /			13
14	(11) :	MAIN #2	S1							14
15										15
16		.00			.00		145.48			16
17										17
18		.00	145.48		.00		.00			18
19										19
20		Jun 09 2016 12:37 pm	(Temp)	Temporary Assignment						20
21										21
22	Line or <F1> Option.....									22
23										23
24										24

0123456789012345678901234567890123456789012345678901234567890123456789

Broken sprinkler caused system
to loose pressure called - 7-11-16 - 1:00 pm

NOTE

Customer fixed sprinkler and service
has been adjusted / on 7-12-16 - 1:30 pm

NOTE

COPY

Date/Time: 08/08/B7 08:58
Terminal: CON (T6)
Userid: Administrator

GDPUD Board Meeting of 9/12/2017
AGENDA ITEM 6C
Attachment 3

0123456789012345678901234567890123456789012345678901234567890123456789

	MQ-FM-CM GEO-Customer Master			
	< Customer Detail Inquiry (Current to Oldest) >			
	Customer: RICHARDSON, POTATO (RIC0036)	Amount	Total	
0				0
1				1
2				2
3				3
4				4
5	08/01/17 Late Charge	13.56	315.18	5
6	06/30/17 Water Chrg	145.48	301.62	6
7	06/01/17 Late Charge	12.00	156.14	7
8	04/30/17 Water Chrg	145.48	144.14	8
9	09/29/16 Payment R-22559 C-002274	-74.08	-1.34	9
10	08/31/16 Water Chrg	72.74	72.74	10
11	08/15/16 Payment R-63542 C-000103	-157.48	.00	11
12	08/02/16 Late Charge	12.00	157.48	12
13	06/30/16 Water Chrg	145.48	145.48	13
14	06/14/16 Payment on Account R-60471	-162.38	.00	14
15	06/01/16 Late Charge	12.05	162.38	15
16	04/30/16 Water Chrg	145.48	150.33	16
17	08/06/15 Water Chrg	4.85	4.85	17
18	07/14/15 Payment R-43660 C-002213	-72.74	.00	18
19	06/30/15 Water Chrg	72.74	72.74	19
20				20
21				21
22	(END) <CR> to continue..... :			22
23				23
24				24

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ATR & Its Impact on a Water and Wastewater System

One of the most misunderstood aspects of the Water & Wastewater Industry is the presence of air in a pipeline and its impact on operations. Many operational problems, especially at the time of initial start-up, including broken pumps, valves and pipe, as well as faulty instrumentation readings, are blamed on inadequate thrust blocking, improper pipeline bedding, etc. In reality, many of these problems are not caused by improper installation of the line, but by failure to de-aerate the line. Properly de-aerating your pipeline will safeguard it from air-related problems, however if no steps are taken to accomplish this, you should be ready for trouble.

SOURCES OF AIR

Air in a pressurized, operating pipeline comes from three primary sources. First, prior to start-up, the line is not empty - it is full of air. To entirely fill a pipeline with fluid, it is necessary to eliminate this air. As the line fills, much of this air will be pushed downstream to be released through hydrants, faucets, etc. but a large amount will become trapped at system high points (Figure 1). This phenomenon will occur because air is lighter than water

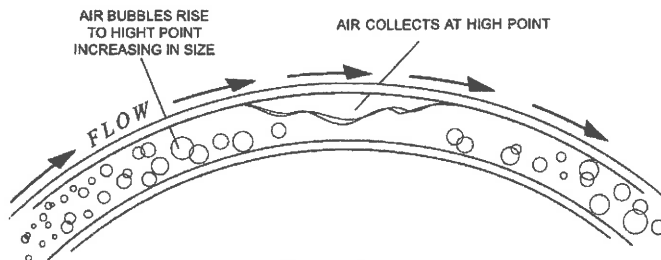


Figure 1
 Air in pipeline collects at high points

and therefore, will collect at the high points. This air will continuously be added to by the second and third sources as the system continues operation.

Source number two is the water itself. Water contains approximately 2% air by volume. During system operation, the entrained air will continuously separate out of the water and once again accumulate at system high points. To illustrate the potential massive amount of air this 2% represents, consider the following: A 1000 ft. length of pipe could contain a pocket of air 20 ft. long if all the air accumulated in one location. Or a one mile length of pipe could contain a 100 ft. pocket of air. This would be true regardless of the diameter of the pipe.

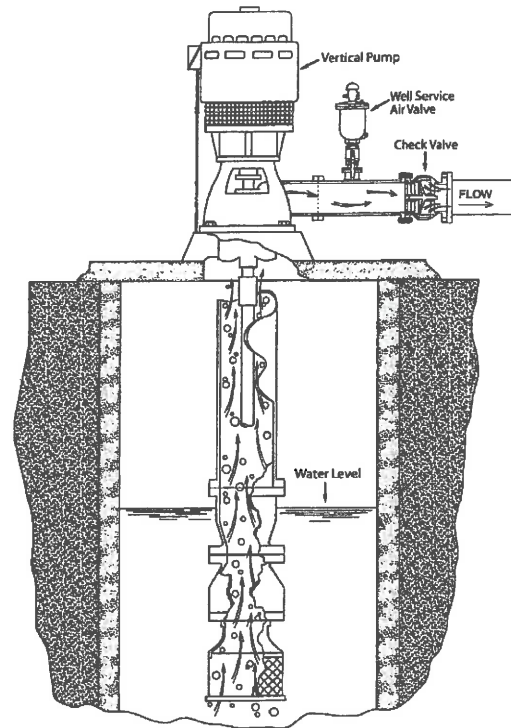


Figure 2
 Air entering through mechanical equipment

The third source of air is that which enters through mechanical equipment (Figure 2). This includes air being forced into the system by pumps as well as air being drawn in through packing, valves, etc. under vacuum conditions. As one can see, a pressurized pipeline is never without air and typically the volume is substantial.

IMPACT OF AIR ON SYSTEM

Now that we have identified the air sources, let us consider their impact on the system. Two problems are apparent. The pocket(s) of air accumulating at a high point(s) can result in a line restriction (Figure 3). Like any restriction, the

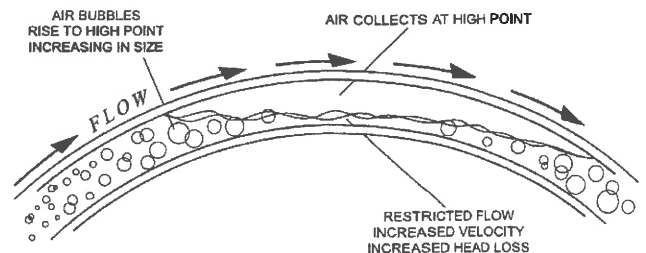


Figure 3
 Air pockets can lead to line restriction

"Air in a pressurized pipeline is a serious concern. Obviously, its removal will result in a more efficient, cost effective operation and potentially avoid more serious problems."

pocket(s) of air increases headloss, extends pumping cycles and increases energy consumption. The presence of air can also promote corrosion of pipe and fittings. As air continues to accumulate at system high points, the fluid velocity increases as the fluid is forced through a smaller and smaller opening.

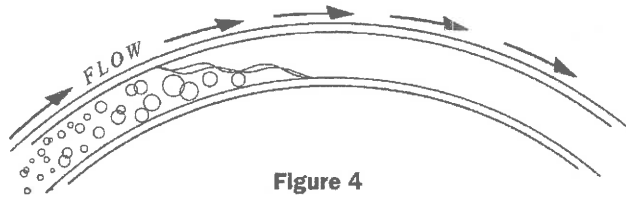


Figure 4
Air pockets can lead to total flow stoppage

As the pocket(s) grows, one of two phenomena will occur. The first possibility is a total flow stoppage (Figure 4). If system dynamics are such that the air cannot be continuously removed by the increased fluid velocity and pushed downstream, then this could happen. As the pocket(s) continues to accumulate air, a pressure drop higher than pump capacity can develop and stop all flow.

The second, and more likely occurrence, is that the increased velocity will cause all, or part of, the pocket to suddenly dislodge and be pushed downstream (Figure 5). The sudden and rapid change in fluid velocity when the pocket dislodges and is then stopped by another high point,

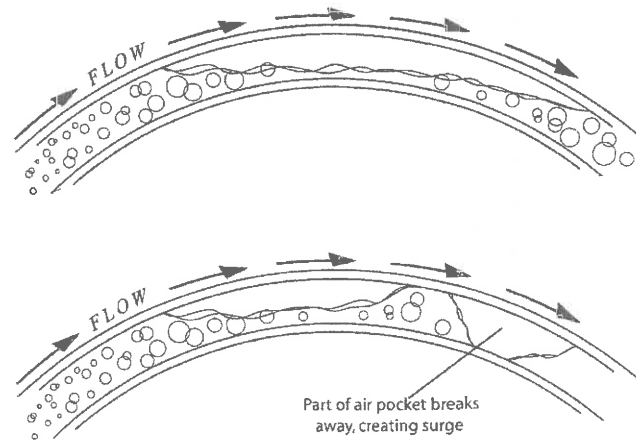


Figure 5
Air pockets can lead to surges in the line

can and often will, lead to a high pressure surge (water hammer). Serious damage to valves, fittings, gaskets, or even breakage of the line can occur. This is the most serious of the possible consequences of air being allowed to accumulate in system high points.

HISTORICAL SOLUTIONS

As we can see, air in a pressurized pipeline is a serious concern. Obviously, its removal will result in a more efficient, cost effective operation and potentially avoid more serious problems. In the early 1900's, engineers and water works personnel started developing an understanding of the problems associated with air and the search for a solution began. Some depended on standpipes, believing that a large portion of the air would be expelled through them.

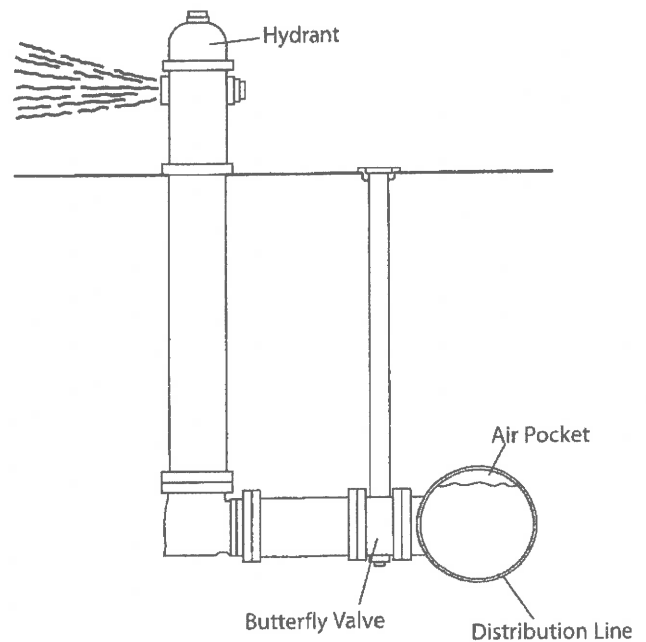


Figure 6
Opening a hydrant may not eliminate air pockets

Many began placing gate or ball valves at system high points to manually bleed off accumulated air. Unfortunately, it has proved impossible to predict when it is time to bleed the air. This proved impractical, especially on larger systems. Open fire hydrants (Figure 6) are frequently used under the assumption that all air in the pipeline will be released. Unfortunately, hydrants are generally connected to the side of the pipe, leaving air trapped at the top and at system high points. It should be noted that there are still municipalities using these methods.