



**AGENDA AND MEETING NOTICE
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT
DEVELOPMENT AND PLANNING COMMITTEE
Monday, May 8, 2023 at 1:30 p.m.**

**North Tahoe Public Utility District
Administrative Offices
875 National Avenue
Tahoe Vista, CA 96148**

Welcome to a meeting of the North Tahoe Public Utility District
Development & Planning Committee

A meeting of the North Tahoe Public Utility District Development & Planning Committee will be held on Monday, May 8, 2023, 1:30 p.m. at the North Tahoe Public Utility District Administrative Offices, 875 National Ave. Tahoe Vista, CA 96148

The District welcomes you to its meetings. Your opinions and suggestions are encouraged. The meeting is accessible to people with disabilities. In compliance with Section 202 of the Americans with Disabilities Act of 1990 and in compliance with the Ralph M. Brown Act, anyone requiring reasonable accommodation to participate in the meeting should contact the North Tahoe Public Utility District office at (530) 546-4212, at least two days prior to the meeting.

All written public comments received by 12:30 p.m. on Monday, May 8, 2023 will be distributed to the District Board Committee Members for their consideration at the meeting. Written comments may be emailed to mmoga@ntpud.org, mailed or dropped-off at NTPUD's Administrative Offices located at 875 National Ave., Tahoe Vista, CA. 96148.

1. CALL TO ORDER

- 2. PUBLIC COMMENT** – *Any person wishing to address the Development & Planning on Items on the agenda or matters of interest to the District not listed elsewhere on the agenda may do so at this time. Please limit comments and questions to three (3) minutes since no action can be taken on items presented under Public Comment.*

3. TOPICS OF DISCUSSION

- a. [Review and Discuss Authorizing the General Manager to Execute a Placer County Park Dedication Fee Grant Agreement for the Regional Park Tennis and Pickleball Court Reconstruction Project – Recommendation to Full Board \(Pages 2-17\)](#)
- b. [Review and Discuss Awarding Construction Contract for the Regional Park Tennis and Pickleball Court Reconstruction Project – Recommendation to Full Board \(Pages 18-30\)](#)
- c. [Review and Discuss Awarding a Purchase Contract and Authorize the General Manager to Execute an Agreement and Purchase Order for Sodium Hypochlorite – Recommendation to Full Board \(Pages 31-33\)](#)

4. ADJOURNMENT



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.a.

DATE: May 9, 2023

ITEM: F-5

FROM: Office of the General Manager

SUBJECT: Adopt Resolution 2023-06 Authorizing the General Manager to Execute a Placer County Park Dedication Fee Grant Agreement for the Regional Park Tennis and Pickleball Court Reconstruction Project

RECOMMENDATION:

Adopt Resolution 2023-06 Authorizing the General Manager to Execute a Placer County Park Dedication Fee Grant Agreement for the Regional Park Tennis and Pickleball Court Reconstruction Project.

DISCUSSION:

The Placer County Park Dedication Fee Grant Program serves two purposes – 1) to offset the impact of new residential development on existing community recreation facilities; and 2) to maintain the General Plan standard of 10 acres of developed parkland per 1,000 residents throughout the County.

The intent of the Program is to mitigate the effect new neighborhoods have on existing recreational facilities by acquiring, constructing new and/or rehabilitating existing parks and recreation facilities. Park Dedication Fees may be used to pay for capital costs but may not be used for maintenance. Furthermore, the Parks Commission has taken the position the funds should be used for improvements on the ground, not for master planning efforts, design of projects, etc.

At its March 16, 2023 regular meeting, the Placer County Parks Commission reviewed and recommended approval by the Placer County Board of Supervisors for the allocation of Zone 1 Park Dedication Fees in the amount of \$750,000 to support the construction of the North Tahoe Regional Park Tennis and Pickleball Reconstruction Project.

At its April 18, 2023 meeting, the Placer County Board of Supervisors reviewed and recommended approval of the allocation of Zone 1 Park Dedication Fees in the amount of \$750,000 to support the construction of the North Tahoe Regional Park Tennis and Pickleball Reconstruction Project.

The Park Dedication Fee Program is administered by the Placer County Department of Parks and Open Space; and the County collects development fees and allocates funds for public parks and recreation purposes pursuant to Placer County Code sections 15.34, 16.08.100 and/or 17.54.100 (D).

A procedure of the Placer County Park Dedication Fee Program is to require the Grantee's Governing Body to certify by resolution the approval of the project application before submission of said application to the County; as well as formal acceptance of the grant agreement following approval by the County Board of Supervisors.

FISCAL ANALYSIS:

Funding for the North Tahoe Regional Park Tennis and Pickleball Reconstruction Project is identified in the District's 5-year Capital Improvement Program Plan. Any competitive grant funds received from the Placer County Park Dedication Fee Grant Program will be dedicated to construction of this project to help offset District funds in completing the project.

STRATEGIC PLAN ALIGNMENT:

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective D: Utilize the North Tahoe Regional Park as a community asset for passive and active recreation.

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective F: Uphold maintenance and capital investment of existing facilities to ensure their vitality for generations to come.


Goal 3: Enhance District governance and partnerships – Objective C: Monitor and advocate for Federal, State, and local legislation; and actively pursue relevant grant opportunities that support District priorities.

ATTACHMENTS:

- Resolution 2023-05
- Placer County Park Dedication Fee Grant Agreement

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

RESOLUTION NO. 2023-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PLACER COUNTY PARK DEDICATION FEE GRANT AGREEMENT FOR THE REGIONAL PARK TENNIS AND PICKLEBALL COURT RECONSTRUCTION PROJECT

WHEREAS, the North Tahoe Public Utility District is the owner and operator of the North Tahoe Regional Park, a 124-acre regional park located at 6600 Donner Road in Tahoe Vista, California; and

WHEREAS, the North Tahoe Public Utility District plans to construct six (6) new dedicated pickleball courts and renovate three (3) existing tennis courts at the North Tahoe Regional Park ("Project") in 2023.

WHEREAS, the County of Placer collects development fees and allocates funds for public parks and recreation purposes pursuant to Placer County Code sections 15.34, 16.08.100 and/or 17.54.100 (D); and

WHEREAS, the intent of the Park Dedication Fee Program is to mitigate the effect new neighborhoods have on existing recreational facilities by acquiring, constructing new and/or rehabilitating existing parks and recreation facilities; and

WHEREAS, the County of Placer Park Dedication Fees may be used to pay for capital costs, but may not be used for maintenance; and

WHEREAS, the County of Placer desires to provide financial support for the project to meet the recreational needs of North Tahoe residents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the North Tahoe Public Utility District hereby:

1. Authorizing the General Manager to Execute a Placer County Park Dedication Fee Grant Agreement for the Regional Park Tennis and Pickleball Court Reconstruction Project; and
2. Certifies that North Tahoe Public Utility District has or will have available, prior to commencement of any work on the project included in this agreement, the required \$833,418 match, and sufficient funds to complete the project; and
3. Certifies that the North Tahoe Public Utility District has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that the North Tahoe Public Utility District has reviewed, understands, and agrees to the provisions contained in the Placer County Park Dedication Fee Program Grant Criteria and Grant Funding Agreement; and

5. Delegates the authority to the General Manager to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, agreements, amendments, payment requests, and so on, which may be necessary for the completion of the project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH
TAHOE PUBLIC UTILITY DISTRICT THIS 9th DAY OF MAY 2023.**

**I, the undersigned, hereby certify that the foregoing Resolution No. 2023-06 was
duly adopted by the Board of Directors of the North Tahoe Public Utility District
by the following vote:**

**AYES:
NOES:
ABSTAIN:
ABSENT:**

**Sarah Coolidge, President
Board of Directors**

ATTEST:

**Bradley A. Johnson, P.E.
General Manager/CEO**

AGREEMENT NO: _____

DESCRIPTION: AGREEMENT BETWEEN THE NORTH TAHOE PUBLIC UTILITY DISTRICT AND THE COUNTY OF PLACER

This AGREEMENT, made and entered into as of the last signature date below ("Effective Date"), by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the NORTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as "GRANTEE", to construct tennis and pickleball facility improvements at North Tahoe Regional Park in Tahoe Vista, California.

WITNESSETH

WHEREAS, GRANTEE is the owner and operator of the North Tahoe Regional Park ("Park"), a 108-acre regional park located at 6600 Donner Road in Tahoe Vista, California; and

WHEREAS, the Park serves the North Tahoe area residents and visitors with a wide offering of public outdoor recreation facilities including trails, tennis courts, soccer fields, handball courts, playgrounds, horseshoe pits, softball/baseball fields, volleyball courts, tennis courts, snow play hill, community garden, covered picnic area, dog park, and disc golf course; and

WHEREAS, the Park serves North Tahoe area residents and visitors with a wide offering of public outdoor recreation facilities; and

WHEREAS, Tahoe area respondents to the surveys conducted in conjunction with the County's Park and Trail Master Plan, approved by the Board of Supervisors in 2022, demonstrated the need for additional hard court facilities in the North Tahoe area; and

WHEREAS, COUNTY collects development fees and allocates funds for public parks and recreation purposes pursuant to Placer County Code sections 15.34, 16.08.100 and/or 17.54.100 (D); and

WHEREAS, GRANTEE plans to construct six (6) new dedicated pickleball courts and renovate three (3) existing tennis courts at the North Tahoe Regional Park ("Project"), as depicted on Exhibit B.

WHEREAS, COUNTY desires to provide financial support for the Project to meet the recreational needs of North Tahoe residents.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. County Grant of Funding.

- A. COUNTY grants to GRANTEE funding in an amount not-to-exceed **Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000)**. Funds shall be released on a reimbursement basis. After the improvements are installed, COUNTY shall perform an audit of all expenses incurred. COUNTY will physically inspect and approve the completed Facility before releasing any funds.
- B. GRANTEE has allocated a minimum of \$833,418 for the Project ("Grantee Project Funding"). GRANTEE shall exhaust all Grantee Project Funding before requesting COUNTY funding pursuant to this Agreement.

2. **Use of Funds.** GRANTEE agrees funds granted to it for Project construction shall not be used for any purpose not specified in this Agreement.

3. **Request of Funds.** To receive funds hereunder, GRANTEE shall provide the COUNTY with a written request for the release of funds, including copies of Project invoices and any other information reasonably required by COUNTY. If the funding request is approved, the COUNTY will release funds to GRANTEE within forty-five (45) days of GRANTEE's request for release of funds.

4. **Project.**

- A. GRANTEE shall construct six (6) new dedicated pickleball courts and reconstruct three (3) existing tennis courts within North Tahoe Regional Park.
- B. GRANTEE will be solely responsible for the implementation and construction of the Project, which shall generally consist of (i) demolition; (ii) grading and site preparation; (iii) court construction; (iv) and installation of nets and appurtenances.
- C. The Project shall be completed within (2) years following the Effective Date.
- D. Prior to beginning work on the Project, GRANTEE shall submit plans to COUNTY for the purpose of allowing COUNTY to verify the work to be done is consistent with the scope of work specified in this Agreement.
- E. GRANTEE shall comply, to the extent applicable, with the California Environmental Quality Act (CEQA – California Public Resources Code section 21000, et seq.) regarding its use of the funds received hereunder.
- F. GRANTEE, at its sole cost and expense, shall be responsible for all engineering, landscape architecture, and construction documents necessary to support the Project and shall obtain all necessary permits and provide all utility service for the Project.
- G. All improvements purchased and/or installed by GRANTEE pursuant to this Agreement shall become the sole and separate property of GRANTEE as of the time said improvements are installed.

5. **Required Signage.** GRANTEE shall install and maintain, for a period not less than the first seven (7) years of the term of this Agreement, a sign at or near the entrance to the Park recognizing the COUNTY contribution to the Project and that the Park is open and accessible to the public, including the hours for public access. The signage must be at least four (4) square feet in panel area unless otherwise approved by the County in writing, and the GRANTEE must submit a proof of the sign design to the COUNTY prior to installation. The COUNTY will have 45 days from receiving the proof to review and approve the design; if the COUNTY fails to respond within that timeframe, the GRANTEE may proceed with installation.

6. **Maintenance; Utilities.** GRANTEE, at its sole cost and expense, shall provide all water, electricity, and utilities, and shall provide all necessary maintenance and repair to the Project, consistent with industry standards, during the term of this Agreement to ensure the availability of its intended use.

7. **Term.** The term of this Agreement shall be twenty (20) years from the Effective Date.

8. Termination.

- A. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.
- B. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

9. Reimbursement of Funding. GRANTEE shall reimburse Funds to COUNTY if any of the following events occur ("Reimbursement Event"):

- C. GRANTEE fails to complete the Project with two (2) years of the Effective Date, unless COUNTY grants an extension approved in writing; or
- D. The Agreement is terminated by either party; or
- E. The GRANTEE breaches the Agreement.

Upon a Reimbursement Event, the amount due to the COUNTY shall be a percentage of the total Funds provided to the GRANTEE by the COUNTY for the Project, based upon the term elapsed, as reflected in the schedule below. For example, if the Effective Date were March 1, 2023, and the Agreement were terminated in February 2025, the GRANTEE would be obligated to reimburse 90% of the total funding provided by the COUNTY.

Years in use	Percent Reimbursed
1	95
2	90
3	85
4	80
5	75
6	70
7	65
8	60
9	55
10	50
11	45
12	40
13	35
14	30
15	25
16	20
17	15
18	10
19	5
20 or more	0

Any reimbursement due under this provision shall be due to COUNTY within forty-five (45) days of the Reimbursement Event.

10. Notice. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to COUNTY or GRANTEE at:

COUNTY: Placer County Parks Administrator
Department of Parks and Open Space
11476 C Avenue
Auburn, CA 95603

GRANTEE: General Manager
North Tahoe Public Utility District
P.O. Box 139
Tahoe Vista, CA 96148

11. Hold Harmless and Indemnification Agreement. The GRANTEE shall save, keep, hold harmless, defend, and indemnify COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the GRANTEE, any of the GRANTEE'S employees, or any subcontractors.

The GRANTEE shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against COUNTY for any injury, death, or damage caused by GRANTEE as a result of work performed or completed, pursuant to this agreement, GRANTEE shall, at its own expense, satisfy and discharge any judgment.

As used above, the term COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

12. Insurance. It is agreed that GRANTEE shall maintain at all times during the performance of this Agreement self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations; specifically, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O). Should GRANTEE cease its program of self-insurance, GRANTEE shall comply with the insurance requirements set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

13. Successors and Assigns. This Agreement cannot be assigned without the prior written consent of COUNTY. Any such assignment without COUNTY'S prior written consent shall give COUNTY the right to automatically and immediately terminate this Agreement without advance notice or penalty.

14. Severability; Waiver. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity

of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.

15. Grantee is not employee nor agent. GRANTEE agrees and understands that the COUNTY's provision of funding for the Project does not confer employment status upon any employee or contractor of GRANTEE. Except as COUNTY may specify in writing, GRANTEE shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as agent. GRANTEE shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

16. Construction and Interpretation. It is agreed and acknowledged by the parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

17. Exhibits; Merger Clause; Amendments. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

18. Compliance with Laws; Nondiscrimination.

- A. Compliance with Laws. All services to be performed by GRANTEE pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.
- B. Nondiscrimination. GRANTEE shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
- C. Reporting. GRANTEE shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. GRANTEE must make the required report in writing within

30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

19. Records; Right to Monitor and Audit. GRANTEE shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify GRANTEE of any potential federal and/or state exception(s) discovered during such examination.

20. General Health Measures and Conduct. GRANTEE shall be solely responsible for ensuring that the GRANTEE's employees or subcontractors are physically capable of performing the services described herein on County premises. The GRANTEE shall take all necessary measures to ensure that the GRANTEE's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the GRANTEE's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the GRANTEE observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the GRANTEE shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the GRANTEE's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until GRANTEE determines that the situation is resolved.

21. Governing Law; Jurisdiction; Venue. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

22. Conflicts of Interest. GRANTEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. GRANTEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. GRANTEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. GRANTEE certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed

or retained to solicit or aid in the procuring of this Agreement. In addition, GRANTEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

23. Licenses; Permits. GRANTEE represents and warrants that it (and all contractors or consultants hired by GRANTEE to perform work on the Project) have all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to complete and maintain the Project. GRANTEE represents and warrants to COUNTY that GRANTEE (and all contractors or consultants hired by GRANTEE to perform work on the Project) shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for GRANTEE to complete and maintain the Project.

24. Non-Exclusivity. Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

25. Counterparts and E-Signatures. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year of the last signature below.

North Tahoe Public Utility District (NTPUD)

By: _____ Date: _____
President, Board of Directors

By: _____ Date: _____
Brad Johnson, General Manager

County of Placer (COUNTY)

By: _____ Date: _____
Director of Parks and Open Space

Approved as to Form:

By: _____ Date: _____
Placer County Counsel

- Exhibit A: Insurance Requirements
- Exhibit B: Project Map
- Exhibit C: Documentation of signatory authority to execute

EXHIBIT A

INSURANCE REQUIREMENTS

- I. GRANTEE shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-: VII, showing:

A. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

1. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
2. If there is an exposure of injury to GRANTEE's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
3. Each Worker's Compensation policy shall be endorsed with the following specific language:
 - a. Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."
 - b. Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by GRANTEE.
 - c. GRANTEE shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation insurance shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of GRANTEE, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Contractual liability insuring the obligations assumed by GRANTEE in this Agreement.
2. One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).

- i. If GRANTEE carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - (1) One million dollars (\$1,000,000) each occurrence
 - (2) Two million dollars (\$2,000,000) aggregate
 - ii. If GRANTEE carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (b) One million dollars (\$1,000,000) for Products-Completed Operations
 - (c) Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
 - iii. Special Claims Made Policy Form Provisions:

GRANTEE shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

 - (1) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (b) One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - (c) Two million dollars (\$2,000,000) General Aggregate
 - (2) The insurance coverage provided by GRANTEE shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.
3. Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
 4. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:
 - a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- b. "The insurance provided by the named insured, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

C. AUTOMOBILE LIABILITY INSURANCE:

- 1. GRANTEE shall provide and maintain Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

II. ADDITIONAL REQUIREMENTS:

- A. Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, or their respective officers and employees for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- B. Policy Deductibles - GRANTEE shall be responsible for all deductibles in all of GRANTEE's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- C. GRANTEE's Obligations - GRANTEE's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- D. Verification of Coverage - GRANTEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this exhibit. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive GRANTEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. Material Breach - Failure of GRANTEE to maintain the insurance required by this agreement, or to comply with any of the requirements of this exhibit, shall constitute a material breach of the entire agreement.

EXHIBIT B
PROJECT DIAGRAM





**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.b.

DATE: May 9, 2023

ITEM: G-2

FROM: Planning and Engineering Department

SUBJECT: Award a Construction Contract and Authorize the General Manager to Execute the Agreement with McCuen Construction, Inc. for the North Tahoe Regional Park Tennis and Pickleball Court Reconstruction Project and Find that the Agreement is Exempt from CEQA Under CEQA Guidelines § 15301 (Existing Facilities)

RECOMMENDATION:

Award a construction contract and authorize the General Manager to execute the agreement with McCuen Construction, Inc. for the North Tahoe Regional Park Tennis and Pickleball Court Reconstruction Project in the amount of \$2,282,693.71; and authorize up to 10% of the construction contract, \$228,000 as construction reserves executable by the General Manager. Concurrently, find that approval of the Agreement is exempt from CEQA as repair, maintenance, and/or minor alterations of existing facilities.

DISCUSSION:

The North Tahoe Regional Park Tennis and Pickleball Court Reconstruction Project will reconstruct the existing 3-pack of tennis courts and convert the existing 2-pack of tennis courts into six (6) pickleball courts. Base Bid improvements include; asphalt tennis and pickleball courts, a ball wall, a simple plaza, improved drainage, reconstruction of the staircase from the lower restroom, and miscellaneous site amenities (bottle fill stations, trash enclosures, and bike racks).

The project was bid with three (3) add alternates:

- 1) Additional Electrical Improvements include new LED light fixtures and replacement of the existing electrical switchboard.
- 2) Enhanced Plaza including pervious pavers, shade sails, seat walls, and additional landscaping.
- 3) Post-tension concrete courts

The project was designed by Lloyd Consulting Group, LLC, a sports engineering design firm that prepared the North Tahoe Regional Park Planning Study. The design was completed in March 2023, and the project was publicly advertised for bids.

Construction Contract:

The project was advertised for bids on April 7 & 14, 2023. Bid results are shown below.

- Bid Period: 4/7/2023 – 5/3/2023.
- Bids Received: 2
- Total Bid Range: \$3,905,758.71 to \$4,748,100 (includes all add alternates – see table below)
- Engineer's Construction Estimate: \$2,328,140

Contractor	Total Bid Amount
McCuen Construction, Inc.	\$3,905,758.71
DML Construction	\$4,748,100.00

The lowest responsible bidder is McCuen Construction, Inc.

Below is a detailed breakdown of the McCuen Construction, Inc. bid:

Description	Bid Amount
Base Bid	\$2,282,693.71
Add Alt #1 – Additional Electrical Improvements	\$256,795
Add Alt #2 – Enhanced Plaza	\$272,315.20
Add Alt #3 – Post Tension Concrete Courts	\$1,093,954.80
Total Bid Amount	\$3,905,758.71

District Staff reviewed the bid, the available project budget, and checked references for the contractor, and recommends awarding the Base Bid for a total amount of \$2,282,693.71.

If awarded, the project will begin with the issuance of contracts and review of material submittals from the contractor. Construction will begin in early June and be completed no later than October 15, 2023.

Award of this agreement is exempt from CEQA under CEQA Guidelines § 15301 as repairs, maintenance, and minor alterations of existing facilities. Staff will file a Notice of Exemption for the project.

Professional Services Contracts:

Multiple professional support services have been identified to ensure the successful delivery of the proposed project. These consultants provide industry-specific expertise

to facilitate project completion. Staff will still oversee and maintain engagement in project delivery; however, the outside support services proposed allow staff to additionally focus on other capital projects currently in the design and construction phases.

The professional services agreements proposed are time and materials contracts with not to exceed amounts. The staff's primary duties are to ensure there is no overlapping of roles during project execution; manage integration within existing recreation operations, and ensure the project meets the District's specifications and objectives. The specific roles and responsibilities of each consultant are as follows:

Vendor	Role/Responsibility	
Lloyd Consulting Group, LLC	Engineering Services During Construction	QA/QC
CME, Inc.	Special Inspection – Soil Compaction and Materials Testing	QA/QC

Construction Phase Costs:

The following table provides an estimate to complete the construction phase of the project. The table includes the capitalization of Staff costs associated with the execution of the project.

Construction Phase Costs

McCuen Construction, Inc.	\$2,282,693.71	<u>Construction:</u> \$2,510,693.71 (93.3%)
10% Construction Contingency	\$228,000	
Lloyd Consulting Group, LLC	\$44,010	<u>Professional Services:</u> \$70,886 (2.6%)
CME, Inc.	\$26,876	
NTPUD Staff	\$50,000	<u>Staff Time</u> \$50,000 (1.9%)
District Furnished Material - FF&E, Re-Bulb Existing Light Poles, Shade Sails, and Storage Shed	\$60,000	<u>Material</u> \$60,000 (2.2%)
Total:	\$2,691,579.71	

The total projected construction cost is estimated to be \$2,691,579.71.

FISCAL ANALYSIS:

The proposed Fiscal Year (FY) 2023-2024 Capital Budget includes \$2,750,000 for NTRP Tennis/Pickleball Court Reconstruction Project in the Recreation and Parks Fund.

The District received two grants for this project totaling \$932,432. The budgetary impact to the District of the proposed project is summarized in the table below:

Item	Amount
Estimated Construction Phase Costs	\$2,691,579.71
Placer County TOT - Grant	(\$182,432)
Placer County Park Dedication - Grant	(\$750,000)
Total District Budget Commitment for Construction	\$1,759,147.71

The project construction phase costs are \$2,691,579.71. This will be funded with \$932,432 of grant funding and \$1,759,147.71 of District funding.

ALTERNATIVES:

1. Reject all bids, direct staff to evaluate value engineering alternatives, and defer the project to a future date.

STRATEGIC PLAN ALIGNMENT:

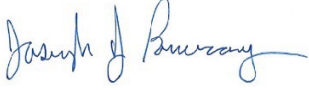

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective D: Utilize the North Tahoe Regional Park as a community asset for passive and active recreation; Objective E: Use the Active Recreation Needs Assessment to establish community priorities and set a roadmap for the future of District recreation facilities, and; Objective F: Uphold maintenance and capital investment of existing facilities to ensure their vitality for generations to come.

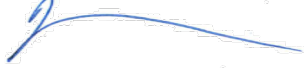
ATTACHMENTS:

- North Tahoe Regional Park Tennis and Pickleball Court Reconstruction Project PowerPoint Presentation

MOTION: Approve Staff Recommendation

REVIEW TRACKING:

Submitted By:  Approved By: 
Joseph J. Pomroy, P.E. Bradley A. Johnson, P.E.
Engineering & Operations Manager General Manager/CEO

Reviewed By: 
Vanetta Van Cleave
Chief Financial Officer

Tennis & Pickleball Court Reconstruction Project – Construction Award

May 9, 2023



Tennis & Pickleball Court Reconstruction Project – Construction Award



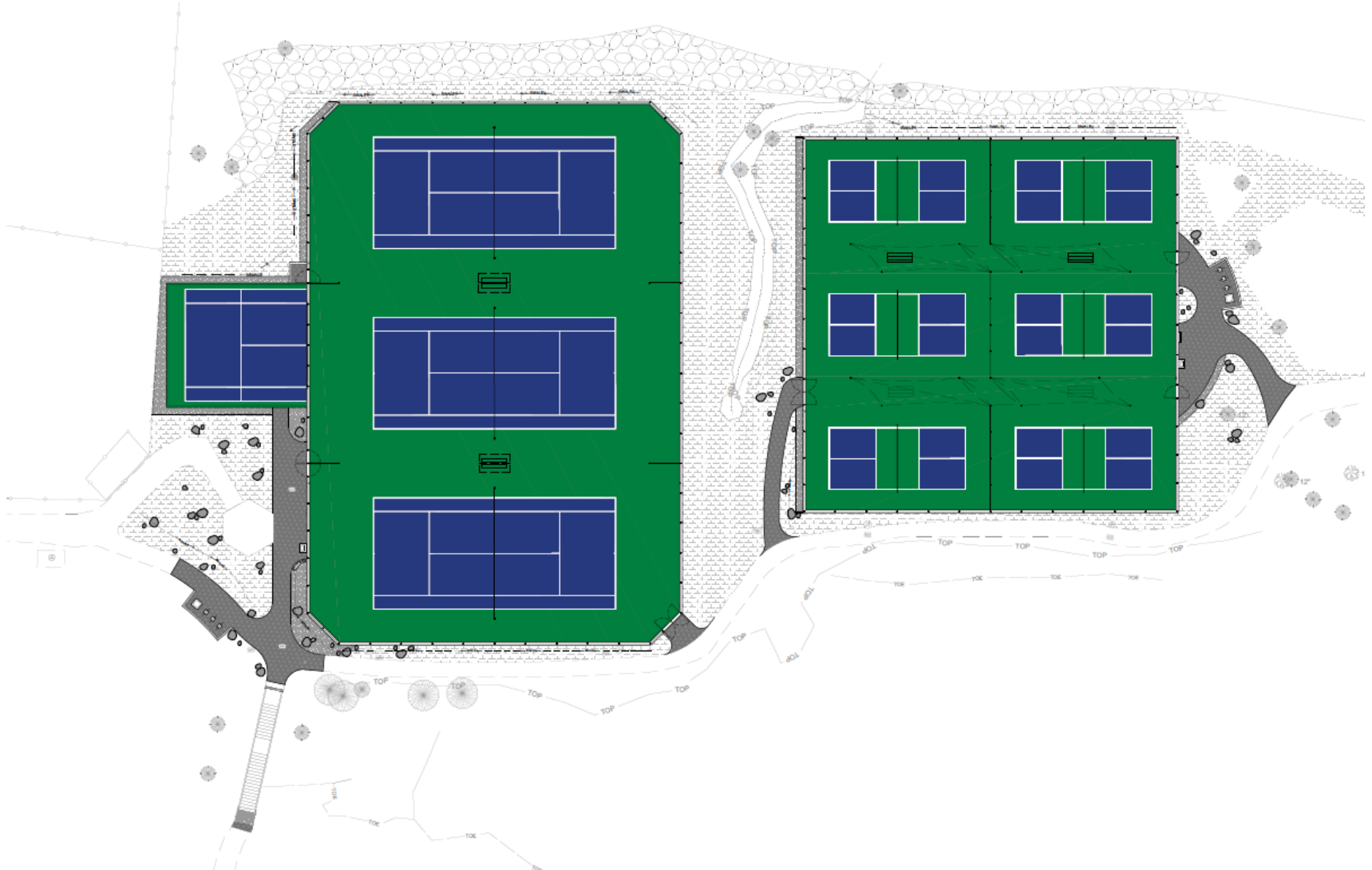
Key Project Milestones

- January 2020 - The North Tahoe Regional Park Planning Report identified the need to reconstruct the tennis complex.
- August 2022 – Board of Directors authorized a design contract with Lloyd Consulting Group, LLC
- October 2022 – Recreation and Parks Commission receives conceptual design update.
- November 2022 – Board of Directors receives conceptual design update.

Base Bid Project Scope

- Re-build tennis courts
- Dedicated pickleball courts
- Fence replacements
- Replace ball wall
- Minor Plaza improvements
- Staircase replacement

Tennis & Pickleball Court Reconstruction Project – Construction Award



Tennis & Pickleball Court Reconstruction Project – Construction Award



Project Budget and Project Cost

Proposed FY23/24 Project Budget= \$2,750,000

Base Bid Construction Cost= \$2,282,693.71

Additional Soft Costs and Contingency= \$408,886

Total Base Project Cost= \$2,691,579.71

Add Alternates

- Electrical Improvements- \$256,795
- Enhanced Plaza - \$272,315.20
- Post Tensioned Concrete - \$1,093,954.80

Total Project Costs including all Add Alternates \$4,477,220.58

*NTPUD Staff is recommending awarding Base Bid

Tennis & Pickleball Court Reconstruction Project – Construction Award

Add Alternate #1 – Additional Electrical Improvements



Scope:

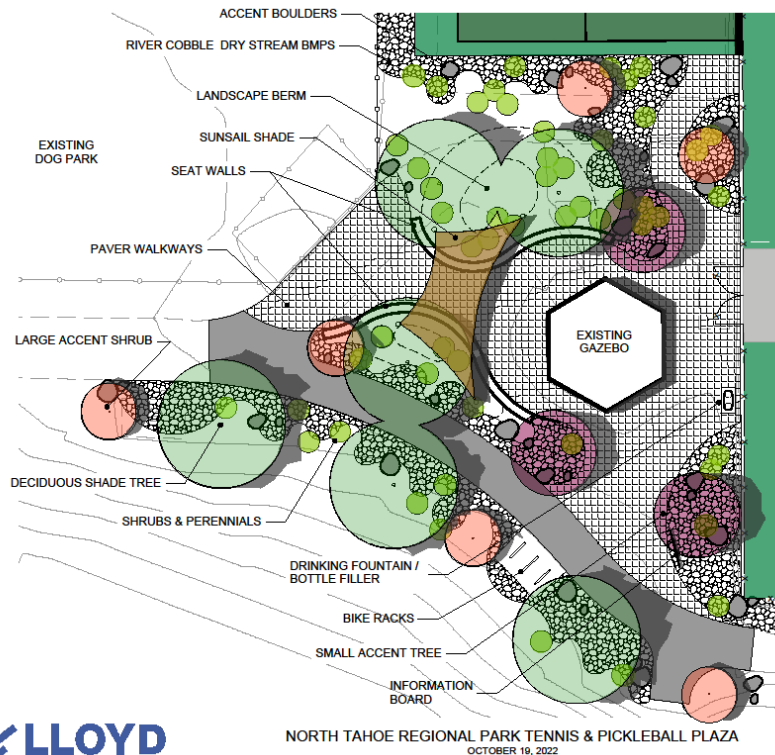
- Existing Switchgear at end of life
- New LED light fixtures would improve photometrics to competition play level

Proposed NTPUD Staff action:

- Identify future electrical improvement project in NTRP
- Replace light bulbs and adjust existing fixtures to improve photometrics on tennis and pickleball courts

Tennis & Pickleball Court Reconstruction Project – Construction Award

Add Alternate #2 – Enhanced Plaza Improvements



Scope:

- Pervious Paver Plaza
- Concrete seat walls
- Shade Sails
- Landscape and Irrigation

Proposed NTPUD Staff action:

- Work with the Contractor to develop “moderately” improved plaza that would allow future buildout without the need to remove any improvements.
- May require future Board authorization for funds.

Tennis & Pickleball Court Reconstruction Project – Construction Award



Add Alternate #3 – Post Tension Concrete Courts

Asphalt vs. Post Tension Concrete (PTC)

- Asphalt is the most common tennis/pickleball court surface
- Asphalt courts are susceptible to thermal cracking
- Asphalt has a typical design life of 20 years
- PTC more expensive than asphalt
- PTC is a harder surface
- PTC is more geotechnically stable and resistant to cracking
- PTC has a typical design life of 40+ years

Bid Price for Asphalt Courts= \$260,880.95

Bid Price for PTC Courts= \$1,354,835.75

Tennis & Pickleball Court Reconstruction Project – Construction Award



Recommendation

Award Base Bid construction contract to McCuen Construction, Inc. in the amount of \$2,282,693.71.

Alternative Board Action

Reject all bids, direct staff to evaluate value engineering alternatives, and defer the project to a future date.



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.c.

DATE: May 9, 2023

ITEM: F-6

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to Execute an Agreement and Purchase Order with Pioneer Americas LLC, a Wholly Owned Subsidiary of Olin Corporation for the Purchase of Sodium Hypochlorite

RECOMMENDATION:

Authorize the General Manager to Execute an Agreement and Purchase Order with Pioneer Americas LLC, a Wholly Owned Subsidiary of Olin Corporation for the Purchase of Sodium Hypochlorite for an amount up to \$201,000.

DISCUSSION:

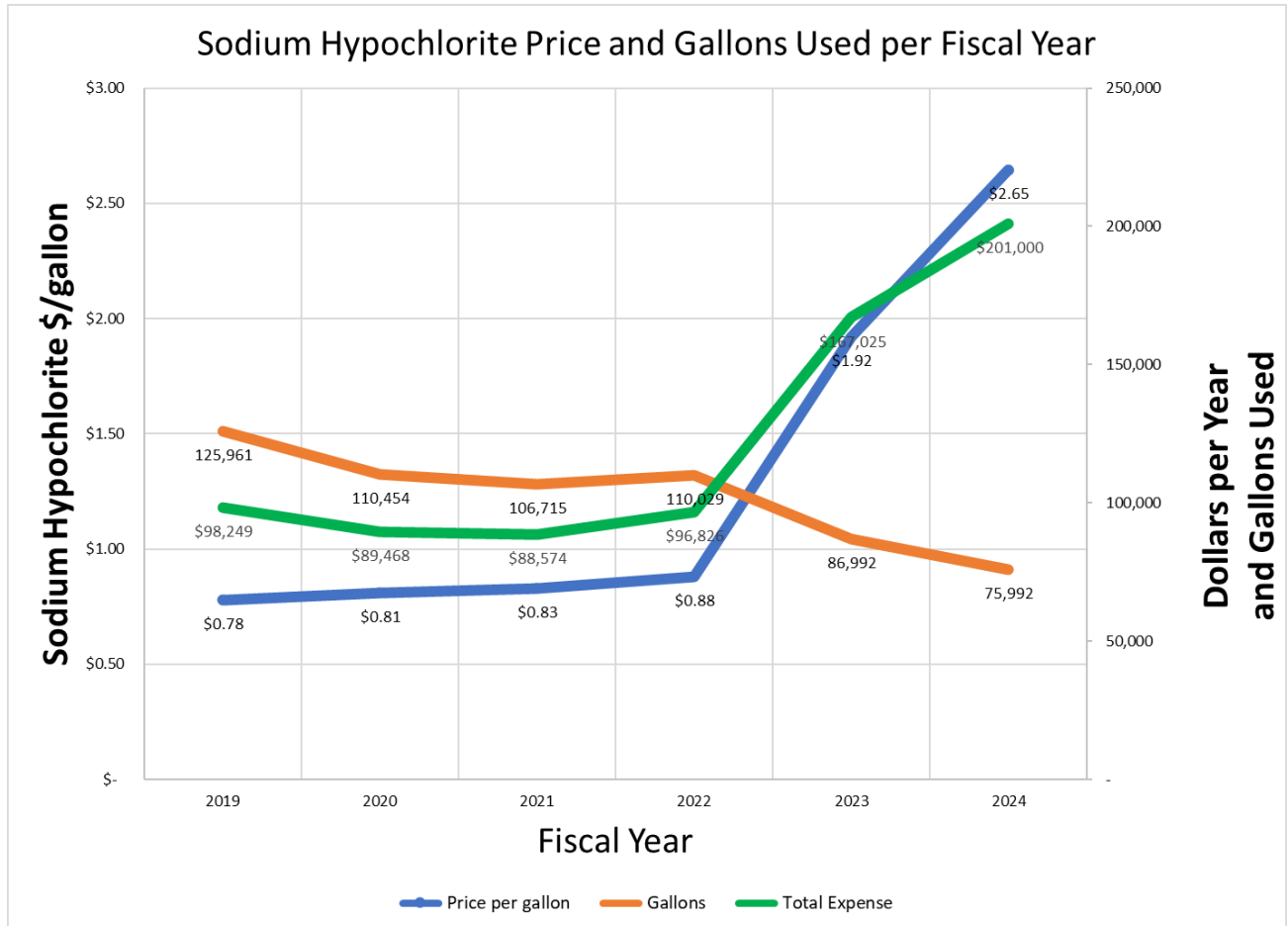
The District utilizes sodium hypochlorite as a microbial disinfectant for all three drinking water systems and for odor control in the wastewater export system. Sodium hypochlorite is a common disinfectant used in swimming pools and laundry and comes in various concentrations from 1% to 15%. The District purchases industrial strength hypochlorite at 12.5%, it is delivered in 5,000-gallon tanker trucks, and is stored in our 10,000-gallon chemical storage facilities at Carnelian Main Station and National Main Station. The National Main Station also supplies sodium hypochlorite to the National Avenue Water Treatment Plant for water disinfection to meet regulatory requirements and provide safe drinking water.

The cost of sodium hypochlorite has been increasing dramatically (300%+) over the last three years. This, in turn, has driven up the operating costs in the Sewer Fund where over 90% of the chlorine is utilized for odor control in the export system. Sodium hypochlorite is injected into the wastewater that breaks down odor compounds in the wastewater to address the minor odor issues along the sewage export system as the wastewater is transported west through National Main, Carnelian Main, and Dollar Main sewer pump stations.

The District's wastewater is then pumped up Dollar hill and discharged into the Joint Sewer Facility co-owned and operated with the Tahoe City Public Utility District (TCPUD). At this point of discharge, there is a release of wastewater odors into the air that are managed by an odor control system.

In an effort to control costs and manage odor issues, staff has assessed the quantity and timing of sodium hypochlorite use and has worked with TCPUD staff on optimizing the operation of the odor control system. The goal is to still manage odors so they are not a public nuisance while minimizing costs of operation. Staff is achieving this by optimizing the amount of chlorine added to the wastewater to match odor formation

potential and dramatically reducing or eliminating the addition of chlorine in colder winter months when odors are very minimal and residents and business have shut their doors and windows. Wastewater odors are produced in warmer water temperatures and are more noticeable because people keep their windows open allowing the odors to enter. The following graph shows the gallons of sodium hypochlorite used and the cost over the last 5-years and the proposed cost and use for Fiscal Year (FY) 2023/24.



This procurement was publicly advertised for bidding, and two responsive bids were received. The lowest responsive and responsible bidder is Pioneer Americas LLC, a Wholly Owned Subsidiary of Olin Corporation. The low bid was evaluated for supplying 1-million pounds of sodium hypochlorite over a 12-month period in deliveries of 49,000-pounds per tanker truck starting July 1, 2023. Quantities can be adjusted up or down with the same pricing. The District is not required to purchase the 1-million pounds. A gallon of sodium hypochlorite weighs approximately 10-pounds.

The summary of the bids is provided in the following table:

SODIUM HYPOCHLORITE VIA BULK DELIVERIES			
ITEM DESCRIPTION/SERVICES		EST. QTY	UNIT
Estimated 1,000,000 pounds – SODIUM HYPOCHLORITE		1,000,000	LB
BID SUMMARY			
PIONEER AMERICAS LLC, A WHOLLY OWNED		THATCHER COMPANY OF CALIFORNIA, INC.	
UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
\$ 0.2645	\$ 264,500.00	\$ 0.29	\$ 290,000.00
SALES TAX @ 7.25%:	\$ 19,176.25	SALES TAX @ 7.25%:	\$ 21,025.00
FOB NTPUD:	\$ 283,676.25	FOB NTPUD:	\$ 311,025.00
*ANY OTHER COSTS:	\$ 400.00	*ANY OTHER COSTS:	
TOTAL BID AMOUNT/YR:	\$ 284,076.25	TOTAL BID AMOUNT/YR:	\$ 311,025.00

FISCAL ANALYSIS:

The amount included in the FY 2023-24 draft budget for the purchase of sodium hypochlorite is \$201,000. Staff is requesting authorization to issue a purchase order with Pioneer Americas LLC, a Wholly Owned Subsidiary Of Olin Corporation for the purchase of sodium hypochlorite up to \$201,000 in accordance with the submitted bid pricing. The term of the contract is from July 1, 2023 to June 30, 2024 with four 1-year renewable options.

STRATEGIC PLAN ALIGNMENT:

Goal 1: Provide safe, efficient, sustainable water and wastewater services focusing on industry best practices and continuous improvement – Objective A: Comply with all regulatory mandates and environmental standards – Tactic 1: Meet all California Safe Drinking Water Regulations; and – Tactic 5: Meet all conditions of the Waste Discharge Requirements for Sanitary Sewer System, Order No. 2006-0003-DWQ.

ATTACHMENTS: None.

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Submitted By:  Approved By: 
Joseph J. Pomroy, P.E. Bradley A. Johnson, P.E.
Engineering & Operations Manager General Manager/CEO

Reviewed By: 
Vanetta Van Cleave
Chief Financial Officer