

AGENDA
REGULAR MEETING
PARADISE IRRIGATION DISTRICT
BOARD OF DIRECTORS
PID BOARD ROOM
6332 CLARK ROAD, PARADISE, CA 95969

WEDNESDAY, MAY 20, 2020 – 6:30 PM

- ❖ *Members of the public may fully participate in the meeting via Livestream. Join us at <https://Facebook.com/pidwater>. To improve participation during the meeting, we will be selecting public comments from Facebook viewers to be read to PID's Board of Directors during the meeting. Online participants must post their comments for items not on the agenda on the Livestream thread by 6:45 p.m. At 6:45 the President of the Board will request public comments be read to the Board members. The Board cannot take action on any matter not on the agenda. Public comments specific to an agenda item will be read directly after the agenda item and before the Board votes on an item.*
- ❖ *The Board of Directors or its President pursuant to Government Code section 54954.3 reserves the right to impose reasonable regulations governing public participation on agenda and non-agenda items, including limiting the total amount of time allocated to public testimony on particular issues and for each individual speaker.*
- 1. **OPENING:**
 - a. Call to Order
 - b. Public & Board Members; please silence your cell phones
 - c. Invocation and Pledge of Allegiance
 - d. Roll Call
- 2. **CLOSED SESSION:**
 - a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code section 54956.9). Paradise Irrigation District v. Pacific Gas & Electric.
 - b. ANNOUNCEMENT FROM CLOSED SESSION
- 3. **APPROVAL OF CONSENT CALENDAR:** *Action may be taken.*
 - a. Approval of Meeting Agenda Order
 - b. Approval of Minutes: Regular Meeting of April 15, 2020
- 4. **PUBLIC PARTICIPATION:**

Individuals will be given an opportunity to address the Board regarding matters not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. Opportunity for public comment on agenda items will be provided at the time they are discussed by the Board with comments limited to 5 minutes per agenda item.
- 5. **RECOVERY PROCESS STATUS UPDATE:** Informational update provided by Engineering Consultants Sami Kader and Colleen Boak with Water Works Engineers. *Information item only.*
- 6. **DISTRICT MANAGER / STAFF AND FACILITY REPORT UPDATE FOR MARCH 2020:** A verbal report by Manager Phillips. *Information item only.*
- 7. **TREASURER'S REPORT (Ross Gilb):** Review and acceptance of Treasurer's Report for the period ending April 30, 2020. *Action may be taken.*
- 8. **EXPENSE APPROVAL REPORT:** Approval of General Fund Check Numbers 54745 through 54834 for the month of April 2020 totaling \$964,414.65, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of May. *Action may be taken.*

9. **LEGAL REPORT:** A verbal update from Legal Counsel. *Information item only.*
10. **COMMITTEE REPORTS:** *Information Item Only.*
Board oral report(s) regarding their representation on Commissions/Committees/Conferences:
1. Community Relations Committee (Directors Boston and Sulik)
11. **UNFINISHED BUSINESS - (Continued from October 16, 2019):**
a. Debris Removal Services for Document Storage Building (Manager Phillips): Authorize award of contract for debris removal services of the document storage building located off Skyway near the Reservoir B property site. *Action may be taken.*
12. **NEW BUSINESS:**
a. Professional Services Agreement Amendment 2 - Disaster Recovery Management Services (Sami Kader / Manager Phillips): Authorize approval of Contract Amendment No. 2 with Water Works Engineers to reflect changes in the scope of work and extend services through October 2020. *Action may be taken.*
b. Conveyance of Pipeline (Colleen Boak, Water Works Engineers): Authorize acceptance of the Conveyance of Pipeline to PID from Children's Community Charter School. *Action may be taken.*
c. District Engineering Services Proposal (Manager Phillips): Authorize approval to award contract to Water Works Engineers to provide District engineering services for one (1) year from date of Agreement in an amount not to exceed \$150,000, and authorize the District Manager to execute said Agreement subject to legal review. *Action may be taken.*
d. Update to Water Quality Advisory (Manager Phillips / Mickey Rich): Authorize acceptance of the amended Water Quality Advisory to be effective May 20, 2020. *Action may be taken.*
e. Revision to Policy & Procedures – Discontinuance of Water (Manager Phillips / Mickey Rich): Authorize approval to accept the revisions to Chapter 7 of the District's Policy and Procedures Manual. *Action may be taken.* [Please Note: Proposed revision will be available following completion of legal review.](#)
f. Temporary Telecommuting Policy and Employee Agreement (Manager Phillips / Mickey Rich): Authorize acceptance of the Temporary Telecommuting Policy and Short-term Telecommuting Agreement as written. *Action may be taken.*
g. Pandemic Response Plan (Manager Phillips): Authorize acceptance of the Pandemic Response Plan as presented. *Action may be taken.*
h. Purchase Approval for Upgrades to Board Conference Room Audio / Video (Mickey Rich): Authorize approval of the purchase and installation request for audio, video, and sound-proofing upgrades by Sounds by Dave for an amount not to exceed \$17,987.31. **Action may be taken.**
i. Community Disaster Loan Program (Ross Gilb / Manager Phillips):
1. Authorizing Resolution - Community Disaster Loan Program: Adopt Resolution No. 2020-04 to authorize the District Manager to request a loan under the Community Disaster Loan Program under FEMA for a maximum amount of \$1,329,504.00. *Action may be taken.* **(Roll Call Vote)**
2. Local Government Resolution – Collateral Security: Adopt Resolution No. 2020-05 authorizing the Local Government Resolution - Collateral Security to the Federal Emergency Management Agency (FEMA) on the Promissory Note for a Community Disaster Loan. *Action may be taken.* **(Roll Call Vote).**

- j. Approval to Purchase Glass Barrier in District Office between Customer Service and public (Manager Phillips). *Action may be taken.*

13. DIRECTORS' COMMENTS: *Information Item Only.*

14. CLOSED SESSION:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (a) of subdivision (d) of Government Code section 54956.9): Neil Essila et al v. Paradise Irrigation District et al. Butte County Superior Court Case No. 17CV02546.
- b. LABOR NEGOTIATIONS (California Government Code section 54957.6).
Agency designated representatives – Kevin Phillips and PID Legal Counsel
Negotiations with IBEW Local 1245 and Teamsters Local 137

15. ANNOUNCEMENT FROM CLOSED SESSION

16. ADJOURNMENT

Please Take Notice, as a result of the COVID-19 pandemic, California Governor Gavin Newsom issued Executive Order (EO) N-29-20, which waives certain requirements of the Ralph M. Brown Act (Brown Act). Specifically:

(EO) N-29-20 waives the requirement that local public agencies (1) notice each teleconference location from which a Board member will participate, (2) make each teleconference location accessible to the public, (3) allow the public to address the agency from each teleconference location, (4) post the agenda at each teleconference location, and (5) ensure that a quorum of the board participate in locations within the boundary of the agency. EO N-29-20 requires local public agencies that conduct public meetings telephonically to allow members of the public to observe and address the meeting telephonically or otherwise electronically.

In order to protect the health and safety of the public and District employees, District facilities, including the District office building located at 6332 Clark Road, Paradise, CA 95969, is closed to the public until further notice. In accordance with EO N-29-20, the public may fully participate in the May 20, 2020 meeting via Livestream. Join us at <https://Facebook.com/pidwater>. Members of the public will be given the opportunity to provide public comment on the agenda item. Online participants must post their comments for items not on the agenda on the Livestream thread by 6:40 p.m. The meeting materials are available to view or download from the District's website at www.pidwater.com/meetings.

CONSENT CALENDAR
REGULAR MEETING
PARADISE IRRIGATION DISTRICT
BOARD OF DIRECTORS

WEDNESDAY, MAY 20, 2020

- A. APPROVAL OF MEETING AGENDA ORDER
- B. APPROVAL OF MINUTES: Regular Meeting of April 15, 2020

MINUTES

REGULAR MEETING
BOARD OF DIRECTORS
PARADISE IRRIGATION DISTRICT
APRIL 15, 2020

The regular meeting of the Board of Directors of the Paradise Irrigation District was called to order at 6:30 p.m. by President Marc Sulik, followed by an Invocation and the Pledge of Allegiance to the Flag of the United States of America.

OPENING

BOARD MEMBERS PRESENT: Directors Dan Hansen, Gregg Mowers, Brian Shaw, Vice-President Shelby Boston, and President Marc Sulik

ROLL CALL

BOARD MEMBERS ABSENT: None

STAFF PRESENT: District Manager Kevin Phillips, IT Manager Mickey Rich, Customer Service Representative Jessica Patterson, and Secretary Georgeanna Borrayo

ALSO PRESENT (Participating Remotely): Finance & Accounting Manager Ross Gilb, PID Legal Counsel Attorney Emily LaMoe, Consultants Sami Kader & Colleen Boak with Water Works Engineers, and members of the public

Board members reviewed consent calendar items as follows:

APPROVAL OF
CONSENT
CALENDAR
(Item 2.a. & 2.b.)

- 2.a. Approval of Meeting Agenda Order
- 2.b. Approval of Minutes: Regular Meeting of March 18, 2020

It was moved by Director Mowers and seconded by Director Boston to approve the Consent Calendar as presented.

AYES: Directors Hansen, Boston, Mowers, Shaw, and Sulik
NOES: None
ABSENT: None
Motion passes 5-0

President Sulik confirmed as a result of elevated risks associated with COVID-19, community members may fully participate in the meeting via the Facebook Livestream. Online participants must post their comments regarding items not on the agenda on the Livestream thread by 6:40 p.m. at which time public comments will be read to the Board members. Public comment regarding agenda items will be read directly after the agenda item and before the Board votes on an item. The Board will begin discussion on agenda items until the 6:40 timeframe.

Members of the Board reviewed accounts payable expense reports for the month of March 2020. It was moved by Director Boston and seconded by Director Shaw to approve General Fund Check Numbers 54629 through 54744 for the month of March 2020 totaling \$1,074,021.88, exclusive of voided check numbers 54658, 54659, 54665, 54666, 54670, 54739 and 54740, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of April.

APPROVAL OF
EXPENSE REPORT
FOR THE MONTH
OF MARCH 2020
(Item 7)

AYES: Directors Hansen, Boston, Mowers, Shaw, and Sulik
NOES: None
ABSENT: None
Motion passes 5-0

LEGAL REPORT
(Item 8)

Attorney Emily LaMoe indicated she does not have additional information to report this evening.

COMMITTEE
REPORTS
(Item 9.1.)

Community Relations Committee: Directors Boston and Sulik reported discussion at the April 7th meeting included updates on the Sustainability Study, Community Relations Outreach and COVID-19, five-gallon water jug distribution, and messaging regarding consumer confidence on water quality.

PUBLIC
PARTICIPATION
(Item 3)

An online Facebook viewer extended a "Hello". There were no other public comments regarding matters not scheduled on the agenda.

RECOVERY
PROCESS STATUS
UPDATE
(Item 4)

Consultants Sami Kader and Colleen Boak with Water Works Engineers provided an informational update on the PID Water Supply Recovery Program.

Project 1 – Standing Structure: To date, 99% of standing structure service laterals have been tested, and 98.5% of known standing structures cleared. For mainlines, 96% have been cleared (166 miles). All mainlines with a standing structure have been cleared. The remaining 160 dead end mains, which serve no standing structure are slated for clearing.

Project 2 – Service Lateral Replacement Program Update: To date, 191 service laterals have been replaced by the contractor, Sutton Enterprises. An additional 203 service laterals have been replaced by PID crews since the November 8, 2018 Camp Fire. 394 total letters have been sent lifting the Water Quality Advisory as a result of service lateral replacement.

Water Quality Advisory Update: Consultant Sami Kader reported with the completion of Standing Structure Lateral Testing and the continued progress on Service Lateral Replacements, over 1,800 Water Quality Advisory lift letters have been issued. The timing seems appropriate to update the Water Quality Advisory currently in effect, which would provide tailored Water Quality Advisory for customers in 3 categories:

Category 1: Home or business survived the Camp Fire

Category 2: Building a new home or business on a lot which was burned in the Camp Fire.

Category 3: Interim Water Users using water through an Interim Water Service on a lot which was burned in the 2018 Camp Fire.

Following Board review and input of the proposed text regarding re-drafting of the Water Quality Advisory update, staff will make recommended adjustments and forward to Legal Counsel for review.

Project 3 – Meter Replacement Project Update: Technology review and selection process has begun with plans to bid meter project within the next two months and purchase of meters slated for mid-summer. Contract for meter and service assembly will be developed and bid in mid-summer. Installation contract to start in late 2020.

Reservoir B Replacement Update: Funding application for Reservoir B Replacement is in FEMA's hands, along with the overall project funding application. Temporary operations for summer 2020 to continue to function without Reservoir B are being planned by operations staff.

Manager Phillips provided a written report and update on the following: FEMA claim process and timeline; 2) Completion of Magalia Dam site inspection with FEMA to assess damage resulting from the Camp Fire; 3) PID Sustainability Study; and 4) Preparation and implementation of a mitigation plan in reference to PID operations during the COVID-19 statewide order.

DISTRICT
MANAGER'S
REPORT
(Item 5)

Board members reviewed a written Treasurer's Report prepared by Treasurer Ross Gilb for the period ending March 31, 2020 highlighting the District's cash position, debt service analysis, and operational overview for fiscal year 2019/2020.

TREASURER'S
REPORT
ACCEPTED
PERIOD ENDING
MARCH 31, 2020
(Item 6)

Waterworks Engineers will be working with staff to present information to the Board to consider an Amendment 2 to their current contract to extend services through about October of 2020 for additional scope of work items requiring further support. This would include work to wrap up the service lateral replacement program and the procurement and meter installation phase of the Meter Replacement Project.

It was moved by Director Boston and seconded by Director Hansen to accept the Treasurer's Report as presented for the period ending March 31, 2020.

AYES: Directors Hansen, Boston, Mowers, Shaw, and Sulik

NOES: None

ABSENT: None

Motion passes 5-0

None to report.

UNFINISHED
BUSINESS

None to report.

NEW BUSINESS

Director Shaw: Indicated Sutton Enterprises performed a service lateral replacement for his property and did a great job.

DIRECTORS'
COMMENTS
(Item 12)

Director Hansen: Acknowledged staff on their ability to continue to adapt through continued challenges following the Camp Fire.

Director Boston: Work with the Strategic Planning consultant is on hold due to the COVID-19 pandemic. Echoed Director Hansen's comments and stated it is amazing to see the phenomenal work that is being achieved.

Director Mowers: Employees are getting more experience than one could ever have imagined with regards to overcoming challenges and obstacles. Thanked employees for their great work and efforts.

President Sulik: Extended appreciation to all employees for their great work and wished everyone good health and to continue to stay safe.

President Sulik announced closed session items 13.a. and 13.b. As there were no public comments, the Board adjourned to closed session at 8:07 p.m. regarding the following:

CLOSED SESSION
(Item 13.a. & 13.b.)

13.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code section 54956.9). Paradise Irrigation District v. Pacific Gas & Electric.

Closed Session Announcement: Direction has been given to Legal Counsel.

CONTINUED –
CLOSED SESSION

13.b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code section 54956.9). Neil Essila et al v. Paradise Irrigation District et al. Butte County Superior Court Case No. 17CV02546.

Closed Session Announcement: Direction has been given to Legal Counsel.

CLOSED SESSION
ANNOUNCEMENT

President Sulik reconvened the regular meeting at 8:14 p.m. and provided closed session announcement information regarding agenda items 13.a. and 13.b. as listed in italicized print under each closed session item.

ADJOURNMENT

It was moved by President Sulik to adjourn the meeting. The regular meeting was adjourned at 8:16 p.m.

Georgeanna Borrayo, Secretary

Marc Sulik, President

PENDING BOARD APPROVAL



Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

1. Cash Position – At 04/30/2020 the District's total cash position was \$8,425,158.

2. Debt Service Analysis

- a. Through 04/30/2020 the District has incurred all budgeted debt service payments for fiscal year ending 06/30/20 in the amount of \$841,723.
- b. The District's total outstanding debt is \$5,517,345.
 - i. IBank \$1,035,645
 - ii. Capital One \$1,961,000
 - iii. BB&T \$2,520,700

Operational Overview and Highlights – FY 2019/20

3. Revenues

- a. The District is not charging consumption fees due to the damage to the District's distribution system. Customers with non-potable service continue to be charged the readiness to serve charge of \$21.49 per month. As customers are cleared for potable service, they will return to the standard service charge based on the size of their service line/meter.
- b. Through 04/30/20 the District has processed 2,188 customer requests to permanently disconnect services.
- c. The District has returned approximately 1,600 customers to the active service rate based on clearing of the water quality advisory for the related property through the end of April 2020. There are currently approximately 300 additional customer accounts that will be returned to the active rate after the next bill cycle.
- d. The District continues to bill for outside water sales delivered to Del Oro Water Company. Through 04/30/20, the District has collected \$97,363 in related fees for water sales for the periods of October 2019 through February 2020. The last billing of outside water sales through the end of the fiscal year has been sent out for March 2020.
- e. The District is collecting fees for Interim Water Supply installation. Through 04/30/20 the District has processed 1,847 total requests for Interim Water Supply and has collected \$739,849 in related fees for the current fiscal year.
- f. The District is collecting service fees for Residential Fire Flow testing. Through 04/30/20 the District has processed 646 requests for Residential Fire Flow testing and has collected \$66,984 in related fees.
- g. In April 2020, the District received debt proceeds from the State of California State Water Resource Control Board in the amount of \$76,922. The proceeds are associated with the 2018 Public Water System Improvement Planning loan that was obtained to fund the design of the Reservoir B Replacement Project. The proceeds received are reimbursement for the final design costs incurred by the District. The total balance of this loan, including the April 2020 proceeds, has been forgiven by the State Water Resource Control Board following the 2018 Camp Fire.



Paradise Irrigation District

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4. Recovery Funding

- a. The District received insurance proceeds in February 2020 totaling \$4,084,707, which includes the following:
 - B Reservoir Depreciated Cost \$1,208,733
 - Business Interruption \$2,145,000 (\$1,355,000 received in prior year)
 - Equipment \$413,500
 - Smoke Cleaning \$292,692
 - Tank Inspection \$7,015
 - Temporary Office Rent \$17,767
- b. The District has made a request to the State of California for a budget allocation of \$21 million dollars to help bridge the gap for three years for the loss of revenue due to the Camp Fire. Based on this initial request, the State of California has allocated a total of \$14,748,660 to PID for loss of revenue for fiscal year 2019-20 and 2020-21, contingent on the Districts participation in a feasibility study to examine the possibility of consolidating the Districts operations with one or more neighboring water districts.

The District has received \$7,374,330 for the loss of revenue funding for FY 2019-20. The funding for FY 2020-21 (\$7,374,330) will be available after June 30, 2020.
- c. The District continues to work with the State of California, FEMA, and insurance to fund the recovery of the District distribution system.

5. Expenses

- a. A mid-year budget review has been performed to examine all operating expenditures through 02/29/20. The majority of operational expenditures were within budgeted expectations for the fiscal year ending 06/30/20. Budget adjustments have been prepared as a result of the mid-year budget review, totaling \$740,000 of additional expenditures for the remainder of the fiscal year. Operating expenditures through 04/30/20 are within the revised budgeted expectations for the fiscal year ending 06/30/20.
- b. Recovery related expenditures for the first eight months of the fiscal year have exceeded the original estimated annual expenditure. A mid-year budget review has been performed to examine all recovery related expenditures through 02/29/20. Budget adjustments have been prepared as a result of the mid-year budget review, totaling \$2,875,000 of additional expenditures for the remainder of the fiscal year.

The increased expenditures are primarily the result of a greater demand than expected for interim water devices, board approval of the Service Lateral Replacement Project with Sutton Enterprises, board approval of an increase to the water works contract for project management fees, and faster water sampling than originally expected at the beginning of the fiscal year. Recovery related expenditures are within revised budgeted expectations for the fiscal year ending 06/30/20.

Paradise Irrigation District
April 30, 2020
Financial Summary

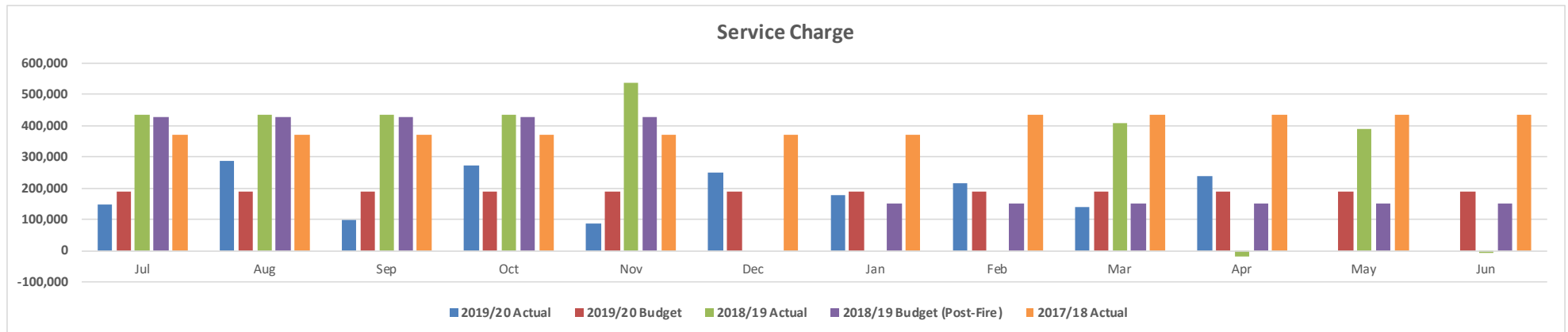
| | 2018/19 Actual | 2019/20 Budget | 2019/20 Budget Update | 2019/20 Actual |
|---|------------------|--------------------|-----------------------|--------------------|
| REVENUES: | | | | |
| Water Sales | 5,365,105 | 2,301,554 | 2,301,554 | 1,926,113 |
| Outside Water Sales | 68,689 | - | 100,000 | 97,363 |
| Other | 652,634 | 719,240 | 1,019,240 | 917,428 |
| Interest | 12,760 | 60,000 | 60,000 | 93,111 |
| Taxes - 1% | 286,826 | 270,000 | 300,000 | 296,572 |
| FMV Gain/Loss - Securities | 1,031 | - | - | (427) |
| Grant Rev | - | - | 25,500 | 25,500 |
| Inc-Save-A-Can/Buy-A-Fish | 747 | - | - | - |
| Inc-Capacity Fees | 35,008 | - | 13,000 | 16,252 |
| Revenue - PFD | 73,308 | - | 50,000 | 44,691 |
| Total Revenue | 6,496,107 | 3,350,794 | 3,869,294 | 3,416,602 |
| EXPENDITURES: | | | | |
| Operating | 4,990,364 | 5,311,705 | 6,051,705 | 4,325,787 |
| Pipeline | 290,729 | - | 40,880 | 40,880 |
| Debt Service | 609,108 | 841,723 | 841,723 | 841,723 |
| Save a Can | - | - | - | - |
| PFD | 8,414 | - | - | 34,043 |
| Total Expenditures | 5,898,615 | 6,153,427 | 6,934,307 | 5,242,433 |
| Increase/(Decrease) in Cash before Recovery, Debt Proceeds, and Capital Improvements | 597,493 | (2,802,633) | (3,065,013) | (1,825,831) |
| Debt Proceeds | - | - | - | 76,922 |
| Increase/(Decrease) in Cash before Recovery and Capital Improvements | 597,493 | (2,802,633) | (3,065,013) | (1,748,909) |
| FEMA Reimbursements | 1,217,402 | 2,625,000 | 2,625,000 | - |
| Insurance Proceeds | 1,350,000 | 2,950,000 | 4,080,000 | 4,084,707 |
| State Funding | - | 7,000,000 | 7,374,000 | 7,374,330 |
| PGE Locating Reimbursements | - | - | 150,000 | - |
| Cash Available for Recovery/Capital Projects | 2,567,402 | 12,575,000 | 14,229,000 | 11,459,037 |
| Cash Available for Recovery/Capital Projects | 3,164,895 | 9,772,367 | 11,163,987 | 9,710,128 |
| Capital/Recovery Projects | (2,378,529) | (3,425,000) | (6,450,000) | (5,328,768) |
| Increase/(Decrease) in Cash | 786,365 | 6,347,367 | 4,713,987 | 4,381,360 |
| Beginning Cash Balance | 3,257,432 | 4,043,797 | 4,043,797 | 4,043,797 |
| Ending Cash Balance | 4,043,797 | 10,391,164 | 8,757,784 | 8,425,158 |

Paradise Irrigation District
April 30, 2020
Revenue Summary

| | FY 2016/17 Actual | FY 2017/18 Actual | FY 2018/19 Actual | FY 2019/20 Estimate | FY 2019/20 Estimate Update | FY 2019/20 Actual |
|--------------------------------------|----------------------|----------------------|----------------------|------------------------|----------------------------------|----------------------|
| <u>General Fund/Operating</u> | | | | | | |
| Water - Service | 4,397,207 | 4,871,781 | 3,755,354 | 2,295,054 | 2,295,054 | 1,918,414 |
| Water - Consumption | 2,629,210 | 3,070,573 | 1,587,485 | - | - | (918) |
| Water - Fees & Adjustments | 43,355 | 49,298 | 22,266 | 6,500 | 6,500 | 8,617 |
| Outside Water Sales | 110,874 | 115,728 | 68,689 | - | 100,000 | 97,363 |
| Meter Revenue | 31,915 | 15,225 | 265,156 | 511,300 | 861,300 | 754,397 |
| Recreation & Boating Permits | 38,814 | 39,789 | 22,778 | 10,000 | 10,000 | 11,439 |
| Backflow Check | 10,940 | 10,960 | 20,527 | 4,000 | 4,000 | 520 |
| Rents | 17,095 | 15,740 | 9,392 | 15,180 | 15,180 | 11,466 |
| Revenue - Surplus Property | 24,737 | 17,481 | 273,233 | - | - | - |
| Escrow Fees | - | - | - | 5,000 | 5,000 | - |
| Annexation | 2,140 | 546 | - | - | - | - |
| Custom Work/PFD Reimbursement | 94,780 | 200,000 | 15,125 | 173,760 | 123,760 | 69,149 |
| Misc | 52,591 | 30,602 | 46,424 | - | - | 70,458 |
| Interest | - | - | - | - | - | - |
| Total Operating Income | 7,453,658 | 8,437,722 | 6,086,428 | 3,020,794 | 3,420,794 | 2,940,904 |
| <u>Special Revenue Fund</u> | | | | | | |
| Capital Improvement Program | | | | | | |
| Taxes - 1% | 259,213 | 271,960 | 286,826 | 270,000 | 300,000 | 296,572 |
| \$1 Surcharge for Capital Projects | - | - | - | - | - | - |
| Interest | 34,783 | 11,326 | 12,760 | 60,000 | 60,000 | 93,111 |
| FMV Gain/Loss - Securities | 187 | (514) | 1,031 | - | - | (427) |
| Inc-Capacity Fees | 57,262 | 39,414 | 35,008 | - | 13,000 | 16,252 |
| RDA Reimbursement | - | - | - | - | - | - |
| Grant | - | - | - | - | 25,500 | 25,500 |
| Inc-Save-A-Can/Buy-A-Fish | 6,622 | 8,351 | 747 | - | - | - |
| Total Capital Improvement | 358,067 | 330,538 | 336,371 | 330,000 | 398,500 | 431,007 |
| <u>Debt Service Fund</u> | | | | | | |
| Inc-Assessment Res (PID Share) | 193,420 | 1,756 | - | - | - | - |
| Interest | 6,907 | - | - | - | - | - |
| Total Debt Service | 200,327 | 1,756 | - | - | - | - |
| <u>Recovery Proceeds</u> | | | | | | |
| State Backfill Funding | - | - | - | 7,000,000 | 7,374,000 | 7,374,330 |
| FEMA Reimbursements | - | - | 1,217,402 | 2,625,000 | 2,625,000 | - |
| Insurance Proceeds | - | - | 1,350,000 | 2,950,000 | 4,080,000 | 4,084,707 |
| PGE Locating Reimbursements | - | - | - | - | 150,000 | - |
| Total Recovery Proceeds | - | - | 2,567,402 | 12,575,000 | 14,229,000 | 11,459,037 |
| <u>PFD</u> | | | | | | |
| Revenue - PFD | 122,794 | 124,037 | 73,308 | - | 50,000 | 44,691 |
| PFD - Interest Income | - | - | - | - | - | - |
| Total PFD | 122,794 | 124,037 | 73,308 | - | 50,000 | 44,691 |
| Total Revenue | 8,134,846 | 8,894,053 | 9,063,509 | 15,925,794 | 18,098,294 | 14,875,639 |

Paradise Irrigation District
April 30, 2020
Water Revenue

| | Service Charge | | | | | | | | | | | | |
|----------------------------|----------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|------------|------------|---------------------|
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Year to Date Totals |
| 2019/20 Actual | 146,492.90 | 286,941.77 | 98,612.10 | 272,780.57 | 87,685.57 | 248,388.56 | 179,279.03 | 216,404.86 | 141,753.78 | 240,074.79 | | | 1,918,413.93 |
| 2019/20 Budget | 191,260.00 | 191,259.00 | 191,258.00 | 191,257.00 | 191,256.00 | 191,255.00 | 191,254.00 | 191,253.00 | 191,252.00 | 191,251.00 | 191,250.00 | 191,249.00 | 2,295,054.00 |
| 2018/19 Actual | 436,392.90 | 436,643.38 | 436,273.95 | 436,719.47 | 537,251.36 | - | - | - | 410,683.57 | (17,049.96) | 391,672.04 | (7,797.98) | 3,060,788.73 |
| 2018/19 Budget (Post-Fire) | 429,021.00 | 429,021.00 | 429,021.00 | 429,021.00 | 429,021.00 | - | 150,000.00 | 150,000.00 | 150,000.00 | 150,000.00 | 150,000.00 | 150,000.00 | 3,045,105.00 |
| 2017/18 Actual | 370,414.10 | 371,213.98 | 370,772.40 | 371,237.20 | 370,130.18 | 371,681.00 | 371,421.01 | 436,336.33 | 436,122.75 | 436,034.97 | 435,797.15 | 435,718.87 | 4,776,879.94 |
| 2016/17 Actual | 341,413.24 | 339,237.37 | 341,571.71 | 341,336.16 | 341,299.65 | 340,548.52 | 370,001.59 | 373,087.79 | 371,908.05 | 371,244.66 | 371,420.70 | 370,865.06 | 3,903,069.44 |



Paradise Irrigation District
April 30, 2020
Operational Expense Summary

| | FY 2016/17 Actual | FY 2017/18 Actual | FY 2018/19 Actual | FY 2019/20 Estimate | FY 2019/20 Estimate Update | FY 2019/20 Actual |
|--------------------------------|----------------------|----------------------|----------------------|------------------------|----------------------------------|----------------------|
| Operational Summary | | | | | | |
| Salary and Benefits | 3,715,155 | 3,583,708 | 3,834,620 | 3,683,437 | 3,878,437 | 2,878,318 |
| Materials and Supplies | 669,902 | 641,180 | 568,531 | 787,100 | 1,112,100 | 818,995 |
| Outside Services | 358,722 | 442,291 | 216,443 | 442,120 | 612,120 | 312,082 |
| Utilities | 260,884 | 290,220 | 241,473 | 286,739 | 286,739 | 179,022 |
| Insurance | 86,488 | 111,642 | 107,607 | 94,909 | 144,909 | 137,370 |
| Board | 89,120 | 23,471 | 21,691 | 17,400 | 17,400 | - |
| Total Operating Expense | 5,180,270 | 5,092,511 | 4,990,364 | 5,311,705 | 6,051,705 | 4,325,787 |

| | FY 2016/17 Actual | FY 2017/18 Actual | FY 2018/19 Actual | FY 2019/20 Estimate | FY 2019/20 Estimate Update | FY 2019/20 Actual |
|--|----------------------|----------------------|----------------------|------------------------|----------------------------------|----------------------|
| Source of Supply | | | | | | |
| Salary and Benefits | 1,134 | - | 3,568 | - | - | - |
| Materials and Supplies | 58,344 | 55,247 | 29,461 | 26,500 | 26,500 | - |
| Outside Services | 8,387 | 9,138 | 3,926 | 7,070 | 177,070 | 58,965 |
| Utilities | 3,666 | 5,229 | 5,294 | 3,100 | 3,100 | 265 |
| Insurance | 800 | 492 | - | - | - | - |
| Total Source and Supply | 72,332 | 70,106 | 42,249 | 36,670 | 206,670 | 59,230 |
| Security & Recreation | | | | | | |
| Salary and Benefits | 192,704 | 173,017 | 143,483 | - | 45,000 | 40,777 |
| Materials and Supplies | 1,237 | 1,494 | 554 | 4,200 | 4,200 | - |
| Outside Services | 5,450 | 1,427 | 1,925 | 4,350 | 4,350 | 36 |
| Utilities | 10,598 | 6,314 | 3,890 | 2,700 | 2,700 | 1,168 |
| Insurance | 2,486 | 1,530 | - | 1,565 | 1,565 | 1,500 |
| Total Security & Recreation | 212,474 | 183,781 | 149,851 | 12,815 | 57,815 | 43,481 |
| Water Treatment | | | | | | |
| Salary and Benefits | 947,798 | 932,485 | 1,006,757 | 791,949 | 941,949 | 792,525 |
| Materials and Supplies | 191,014 | 183,223 | 196,599 | 231,900 | 231,900 | 150,161 |
| Outside Services | 22,381 | 23,262 | 29,931 | 71,250 | 71,250 | 37,636 |
| Utilities | 137,303 | 146,929 | 117,886 | 153,300 | 153,300 | 109,556 |
| Insurance | 19,773 | 12,168 | - | 17,740 | 17,740 | 17,000 |
| Total Water Treatment | 1,318,268 | 1,298,068 | 1,351,173 | 1,266,139 | 1,416,139 | 1,106,878 |
| Transmission & Distribution | | | | | | |
| Salary and Benefits | 998,301 | 1,103,566 | 1,117,209 | 1,689,933 | 1,689,933 | 1,057,421 |
| Materials and Supplies | 176,836 | 191,972 | 168,200 | 289,500 | 614,500 | 476,733 |
| Outside Services | 23,688 | 21,988 | 18,567 | 34,900 | 34,900 | 25,201 |
| Utilities | 56,603 | 64,252 | 64,467 | 80,600 | 80,600 | 19,266 |
| Insurance | 16,048 | 9,876 | - | 26,778 | 26,778 | 26,000 |
| Total Transmission and Distribution | 1,271,476 | 1,391,655 | 1,368,444 | 2,121,712 | 2,446,712 | 1,604,621 |
| Customer Service | | | | | | |
| Salary and Benefits | 448,304 | 453,206 | 467,799 | 341,606 | 341,606 | 278,737 |
| Materials and Supplies | 6,497 | 27 | 5,132 | 7,000 | 7,000 | 1,392 |
| Outside Services | 4,267 | 3,847 | 3,121 | 10,000 | 10,000 | 2,740 |
| Insurance | 5,991 | 3,687 | - | 11,936 | 11,936 | 11,500 |
| Total Customer Service | 465,059 | 460,766 | 476,051 | 370,542 | 370,542 | 294,369 |
| Administration | | | | | | |
| Salary and Benefits | 1,126,914 | 921,433 | 1,095,804 | 859,948 | 859,948 | 708,859 |
| Materials and Supplies | 235,975 | 209,216 | 168,585 | 228,000 | 228,000 | 190,710 |
| Outside Services | 294,550 | 382,630 | 158,974 | 314,550 | 314,550 | 187,503 |
| Utilities | 52,714 | 67,496 | 49,935 | 47,039 | 47,039 | 48,766 |
| Insurance | 41,389 | 83,889 | 107,607 | 36,890 | 86,890 | 81,370 |
| Board | 89,120 | 23,471 | 21,691 | 17,400 | 17,400 | - |
| Total Administration | 1,840,661 | 1,688,136 | 1,602,596 | 1,503,826 | 1,553,826 | 1,217,208 |

Paradise Irrigation District
April 30, 2020
Debt Service

| Loan Name | FY 2016/17 Actual Total Payments | FY 2017/18 Actual Total Payments | FY 2018/19 Actual Total Payments | FY 2019/20 Estimated Total Payments | FY 2019/20 Actual Total Payments |
|-------------------------------|---|---|---|--|---|
| Davis Grunsky | 182,743 | - | - | - | - |
| IBANK | 130,276 | 130,240 | 130,202 | - | - |
| Private Placement Loan | - | - | - | - | - |
| 2009 COP's | 614,694 | 538,047 | - | - | - |
| 2016 Private Placement (Refi) | 243,426 | 244,874 | 148,325 | 246,002 | 246,002 |
| 2017 Private Placement (Refi) | - | 75,192 | 330,580 | 595,721 | 595,721 |
| New Debt | - | - | - | - | - |
| Total | 1,171,139 | 988,353 | 609,108 | 841,723 | 841,723 |

Paradise Irrigation District
April 30, 2020
Recovery Related Expenditures

Recovery Expenditure Projection

- Supplies and services consist of construction costs associated with repair of the distribution system. FY 2019/20 estimates are based on costs incurred during the prior year and expected costs to be incurred based on the current recovery plan.
- Professional Services/Engineering costs consist of professional services, engineering fees, mutual aid support, legal fees, and public assistance consulting fees. Year to date actual expenditures include approximately:
 - Smoke Cleaning Fees \$ 301,000
 - Mutual Aid Reimbursements \$ 584,100
 - Recovery Related Legal Fees \$ 244,800
 - Project Management Costs \$ 1,811,100
 - Public Assistance Consulting Fees \$ 345,200
 - PG&E Locating Services \$ 59,600
- Water sampling costs are estimated based on the number of water samples expected to be completed during FY 2019/20.

| | FY 2018/19 Actual | FY 2019/20 Estimate | FY 2019/20 Estimate Update | FY 2019/20 Actual |
|--|----------------------|------------------------|----------------------------------|----------------------|
| <u>Materials and Supplies</u> Supplies and Services | 714,209 | 750,000 | 2,500,000 | 1,570,944 |
| <u>Outside Services</u> Professional Services/Engineering | 1,309,242 | 2,425,000 | 3,450,000 | 3,345,774 |
| Water Sampling | 147,345 | 250,000 | 500,000 | 371,170 |
| | 2,170,796 | 3,425,000 | 6,450,000 | 5,328,768 |

Paradise Irrigation District
April 30, 2020
Outstanding Contracts

| Contracts | Project | Total Contract Price | Total Paid | Remaining |
|--------------------------------------|--|----------------------|--------------|----------------------------|
| Wagner & Bonsignore | Water Rights Engineer | Open | 98,884.11 | Open |
| De Novo Planning Group | Water Rights Engineer | 306,430.00 | 204,558.74 | 101,871.26 |
| Genterra Consultants | Spillway Investigation | 360,214.00 | 351,966.82 | 8,247.18 |
| Genterra Consultants | Magalia Dam Piezometers Cleaning | 12,349.00 | 12,349.00 | - |
| Genterra Consultants | Magalia Dam Piezometers Evaluation & Establishment of Threshold Limits | 59,015.00 | 8,207.00 | 50,808.00 |
| Genterra Consultants | Magalia Dam Replacement Construction Cost Estimate | 5,000.00 | 5,000.00 | - |
| Genterra Consultants | Magalia Dam Interim Risk Reduction Measures & Long-term Repairs | 114,558.00 | 14,326.25 | 100,231.75 |
| Genterra Consultants | Fire Investigation and 19/20 Surveillance Reports | 29,690.00 | 2,223.75 | 27,466.25 |
| Water Works | B-Reservior | 773,964.00 | 773,962.00 | 2.00 |
| Water Works | NPDES Permit | 158,906.00 | 102,831.49 | 56,074.51 |
| Water Works | Project Management Services | 2,000,000.00 | 1,849,433.91 | 150,566.09 |
| APTIM | Public Assistance Services | 874,596.00 | 345,164.45 | 529,431.55 |
| Firestorm | Arborist Services | 26,880.00 | 10,210.00 | 16,670.00 |
| Sutton Enterprises | Service Lateral Replacement | 4,282,452.50 | 644,608.20 | 3,637,844.30 |
| TOTAL OUTSTANDING OBLIGATIONS | | | | <u>4,679,212.89</u> |

Paradise Irrigation District
 April 30, 2020
 Monthly Investment Report of Transactions

| | Beginning Balance 04/01/20 | Interest Received | Gain / (Loss) | Transferred to Cash | Ending Balance 04/30/20 |
|------------------------|---|------------------------------|--------------------------|--------------------------------|--|
| LAIF | | | | | |
| Regular | \$ 8,665,454.23 | 37,120.38 | - | (925,000.00) | \$ 7,777,574.61 |
| DWR Reserve Fund | \$ 268,720.33 | 1,352.43 | - | - | \$ 270,072.76 |
| Brandis Tallman | | | | | |
| Municipal Bonds | \$ 131,062.50 | 1,350.00 | (260.40) | (1,350.00) | \$ 130,802.10 |



Paradise Irrigation District

Expense Approval Report

By Vendor Name

Payment Dates 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|--|----------------|----------------------------------|------------------|
| Vendor: 01016 - Access Information Protected | | | |
| 04/20/2020 | 54791 | Bulk Shredding - Office | 177.39 |
| Vendor 01016 - Access Information Protected Total: | | | 177.39 |
| Vendor: 01021 - ACWA/JPIA | | | |
| 04/20/2020 | 54793 | Workers Compensation | 15,104.16 |
| Vendor 01021 - ACWA/JPIA Total: | | | 15,104.16 |
| Vendor: 01022 - ACWA/JPIA | | | |
| 04/13/2020 | 54764 | Dental | 1,758.87 |
| 04/13/2020 | 54764 | Life | 562.15 |
| 04/13/2020 | 54764 | Medical | 35,497.37 |
| 04/13/2020 | 54764 | EAP | 82.24 |
| 04/13/2020 | 54764 | Vision | 525.46 |
| 04/20/2020 | 54792 | Dental | 1,657.81 |
| 04/20/2020 | 54792 | Life | 562.15 |
| 04/20/2020 | 54792 | EAP | 82.24 |
| 04/20/2020 | 54792 | Medical | 34,393.43 |
| 04/20/2020 | 54792 | Vision | 525.46 |
| Vendor 01022 - ACWA/JPIA Total: | | | 75,647.18 |
| Vendor: 01024 - Adecco Employment Services | | | |
| 04/06/2020 | 54747 | Salaries - Direct | 862.40 |
| 04/13/2020 | 54765 | Salaries - Direct | 714.56 |
| 04/20/2020 | 54794 | Salaries - Direct | 862.40 |
| 04/24/2020 | 54818 | Salaries - Direct | 806.96 |
| Vendor 01024 - Adecco Employment Services Total: | | | 3,246.32 |
| Vendor: 02957 - Aflac | | | |
| 04/03/2020 | DFT0003919 | Montly Aflac Invoice | 276.06 |
| 04/17/2020 | DFT0003949 | Montly Aflac Invoice | 307.20 |
| Vendor 02957 - Aflac Total: | | | 583.26 |
| Vendor: 03066 - Airgas USA, LLC | | | |
| 04/20/2020 | 54795 | Welding Supplies | 559.30 |
| Vendor 03066 - Airgas USA, LLC Total: | | | 559.30 |
| Vendor: 02847 - American Conservation & Billing Solutions | | | |
| 04/20/2020 | 54796 | Aquahawk Alerting | 100.00 |
| Vendor 02847 - American Conservation & Billing Solutions Total: | | | 100.00 |
| Vendor: 01082 - AT&T | | | |
| 04/06/2020 | 54748 | Phone Line - Office/Shop/TP | 483.70 |
| Vendor 01082 - AT&T Total: | | | 483.70 |
| Vendor: 01083 - AT&T | | | |
| 04/24/2020 | 54819 | Bres/A Tank Alarm | 33.08 |
| 04/24/2020 | 54819 | Bres/A Tank Alarm | 33.08 |
| Vendor 01083 - AT&T Total: | | | 66.16 |
| Vendor: 03071 - BC Laboratories, Inc. | | | |
| 04/06/2020 | 54749 | Job #18-F1 - Water Sampling (22) | 2,170.00 |
| 04/06/2020 | 54749 | Job #18-F1 - Water Sampling (8) | 545.00 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (1) | 45.63 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (22) | 1,455.00 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (18) | 1,755.00 |

Expense Approval Report

Payment Dates: 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|---|----------------|----------------------------------|------------|
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (4) | 260.00 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (2) | 27.50 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (18) | 1,780.00 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (4) | 415.00 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (22) | 2,145.00 |
| 04/13/2020 | 54766 | Job #18-F1 - Water Sampling (3) | 86.89 |
| 04/20/2020 | 54797 | Job #18-F1 - Water Sampling (22) | 1,455.00 |
| Vendor 03071 - BC Laboratories, Inc. Total: | | | 12,140.02 |
| Vendor: 03108 - Broad & Gusman | | | |
| 04/24/2020 | 54820 | Lobbyist Retainer | 4,000.00 |
| Vendor 03108 - Broad & Gusman Total: | | | 4,000.00 |
| Vendor: 01220 - Butte County AQMD | | | |
| 04/13/2020 | 54767 | Air Quality Permit - Shop/TP | 261.30 |
| 04/13/2020 | 54767 | Air Quality Permit - Shop/TP | 261.30 |
| Vendor 01220 - Butte County AQMD Total: | | | 522.60 |
| Vendor: 01222 - Buttes Pipe | | | |
| 04/13/2020 | 54768 | 1" backflow | 3,241.33 |
| 04/13/2020 | 54768 | 1-1/2" backflow | 2,991.74 |
| Vendor 01222 - Buttes Pipe Total: | | | 6,233.07 |
| Vendor: 02971 - Capital One Public Funding, LLC | | | |
| 04/20/2020 | 54798 | Interest | 24,913.90 |
| 04/20/2020 | 54798 | Principal | 98,000.00 |
| Vendor 02971 - Capital One Public Funding, LLC Total: | | | 122,913.90 |
| Vendor: 02969 - Climate and Energy Solutions | | | |
| 04/20/2020 | 54799 | HVAC Repairs - TP | 4,089.00 |
| Vendor 02969 - Climate and Energy Solutions Total: | | | 4,089.00 |
| Vendor: 03065 - Comcast Business | | | |
| 04/06/2020 | 54750 | Internet - Office | 625.98 |
| 04/20/2020 | 54800 | Internet - Office | 851.43 |
| Vendor 03065 - Comcast Business Total: | | | 1,477.41 |
| Vendor: 01552 - Davi, Bruce | | | |
| 04/06/2020 | 54751 | Pest Control | 1,700.00 |
| 04/20/2020 | 54801 | Weed Control | 750.00 |
| 04/20/2020 | 54801 | Pest Control | 175.00 |
| Vendor 01552 - Davi, Bruce Total: | | | 2,625.00 |
| Vendor: 01474 - Eagles Security Systems | | | |
| 04/20/2020 | 54802 | Building Security - Office | 120.00 |
| Vendor 01474 - Eagles Security Systems Total: | | | 120.00 |
| Vendor: 02888 - Elecsys International Corporation | | | |
| 04/06/2020 | 54752 | Misc. Supplies - TP | 10.00 |
| Vendor 02888 - Elecsys International Corporation Total: | | | 10.00 |
| Vendor: 01480 - Employment Development Dept. | | | |
| 04/06/2020 | DFT0003928 | State Income Tax Withholding | 3,652.81 |
| 04/06/2020 | DFT0003931 | State Disability Withholding | 975.16 |
| 04/10/2020 | DFT0003934 | State Income Tax Withholding | 7.35 |
| 04/10/2020 | DFT0003937 | State Disability Withholding | 19.83 |
| 04/11/2020 | DFT0003943 | State Income Tax Withholding | 98.15 |
| 04/11/2020 | DFT0003946 | State Disability Withholding | 24.93 |
| 04/20/2020 | DFT0003958 | State Income Tax Withholding | 3,645.59 |

Expense Approval Report

Payment Dates: 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|---|----------------|---|-----------------|
| 04/20/2020 | DFT0003961 | State Disability Withholding | 946.74 |
| Vendor 01480 - Employment Development Dept. Total: | | | 9,370.56 |
| Vendor: 01521 - Fastenal Co | | | |
| 04/06/2020 | 54753 | Construction & Maint. Supplies | 136.34 |
| Vendor 01521 - Fastenal Co Total: | | | 136.34 |
| Vendor: 01527 - Ferguson Enterprises, Inc | | | |
| 04/20/2020 | 54803 | Job #18-F1 - 1" Backflows | 12,121.88 |
| 04/20/2020 | 54803 | Valve Gate - CI - 6' FL x MJ | 1,027.00 |
| 04/20/2020 | 54803 | Tee - CI - 12' x 6' FL | 563.40 |
| 04/20/2020 | 54803 | Valve Gate - CI - 6' FL x MJ | 1,029.65 |
| 04/20/2020 | 54803 | Coupling Flex - CI - 12' | 958.00 |
| 04/20/2020 | 54803 | Tee - CI - 12' x 6' FL | 359.00 |
| 04/20/2020 | 54803 | 90 - CI - 6' FL | 198.00 |
| 04/20/2020 | 54803 | Adaptor - CI - 6' MJ x FL | 92.00 |
| 04/20/2020 | 54803 | Corp Stop - Serv Brass - 2 ' MIP x Comp | 596.94 |
| 04/20/2020 | 54803 | Corp Stop - Serv Brass - 2 ' MIP x Comp | 3,581.61 |
| 04/20/2020 | 54803 | Pipe - C-905 - 16' | 1,002.08 |
| 04/20/2020 | 54803 | Inventory | -15,462.13 |
| Vendor 01527 - Ferguson Enterprises, Inc Total: | | | 6,067.43 |
| Vendor: 01528 - FGL Environmental | | | |
| 04/06/2020 | 54754 | Job #18-F1 - Water Sampling (1) | 24.00 |
| 04/06/2020 | 54754 | Job #18-F1 - Water Sampling (1) | 24.00 |
| 04/06/2020 | 54754 | Job #18-F1 - Water Sampling (2) | 52.00 |
| 04/06/2020 | 54754 | Job #18-F1 - Water Sampling (4) | 88.00 |
| 04/06/2020 | 54754 | Job #18-F1 - Water Sampling (9) | 1,125.00 |
| 04/06/2020 | 54754 | Job #18-F1 - Water Sampling (7) | 875.00 |
| 04/06/2020 | 54754 | Job #18-F1 - Water Sampling (1) | 147.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (1) | 810.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (2) | 44.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (4) | 88.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (7) | 875.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (9) | 1,125.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (1) | 22.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (4) | 88.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (1) | 24.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (1) | 22.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (4) | 88.00 |
| 04/20/2020 | 54804 | Job #18-F1 - Water Sampling (3) | 66.00 |
| 04/24/2020 | 54821 | Job #18-F1 - Water Sampling (2) | 276.00 |
| Vendor 01528 - FGL Environmental Total: | | | 5,863.00 |

Expense Approval Report

Payment Dates: 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|--|----------------|--|------------------|
| Vendor: 02945 - Fiserv Solutions, LLC | | | |
| 04/13/2020 | 54769 | Bank Charges - 2020-03 | 12.53 |
| Vendor 02945 - Fiserv Solutions, LLC Total: | | | 12.53 |
| Vendor: 01587 - Genterra Consultants, Inc. | | | |
| 04/13/2020 | 54770 | Magalia Spillway Risk Reduction & Long-Term Repair | 14,326.25 |
| 04/13/2020 | 54770 | Magalia Dam Piezometer Evaluation | 8,207.00 |
| 04/13/2020 | 54770 | Dam Surveillance | 1,356.25 |
| Vendor 01587 - Genterra Consultants, Inc. Total: | | | 23,889.50 |
| Vendor: 01673 - Herc Rentals | | | |
| 04/06/2020 | 54755 | Job #18-F1 - Equipment Rental | 2,198.31 |
| 04/06/2020 | 54755 | Job #18-F1 - Equipment Rental | 967.09 |
| 04/20/2020 | 54805 | Job #18-F1 - Equipment Rental | 2,171.16 |
| 04/24/2020 | 54822 | Job #18-F1 - Equipment Rental | 7,869.28 |
| Vendor 01673 - Herc Rentals Total: | | | 13,205.84 |
| Vendor: 01705 - Hunt & Sons, Inc. | | | |
| 04/13/2020 | 54771 | 350gals. unleaded gasoline | 907.86 |
| 04/24/2020 | 54823 | 285gals. unleaded gasoline | 536.08 |
| Vendor 01705 - Hunt & Sons, Inc. Total: | | | 1,443.94 |
| Vendor: 01713 - I.B.E.W. Local Union 1245 | | | |
| 04/06/2020 | 54756 | Union Dues | 748.85 |
| 04/06/2020 | 54756 | Union Dues | -40.00 |
| 04/20/2020 | 54806 | Union Dues | 718.96 |
| 04/20/2020 | 54806 | Union Dues | -38.00 |
| Vendor 01713 - I.B.E.W. Local Union 1245 Total: | | | 1,389.81 |
| Vendor: 01716 - ICMA Retirement Trust-401 | | | |
| 04/03/2020 | DFT0003921 | Retirement - 401(a) Match | 1,999.88 |
| 04/08/2020 | DFT0003940 | Retirement - 401(a) Match | 36.01 |
| 04/17/2020 | DFT0003951 | Retirement - 401(a) Match | 1,981.08 |
| Vendor 01716 - ICMA Retirement Trust-401 Total: | | | 4,016.97 |
| Vendor: 01715 - ICMA Retirement Trust-457 | | | |
| 04/03/2020 | DFT0003922 | Retirement Trust - 457 | 1,999.88 |
| 04/03/2020 | DFT0003923 | Deferred Comp 457 | 6,728.08 |
| 04/03/2020 | DFT0003924 | Retirement Trust - 457 | 612.92 |
| 04/03/2020 | DFT0003925 | Retirement Trust - 457 | 1,142.28 |
| 04/03/2020 | DFT0003926 | Loan Payment | 447.82 |
| 04/03/2020 | DFT0003927 | Loan Payment | 125.00 |
| 04/08/2020 | DFT0003941 | Retirement Trust - 457 | 36.01 |
| 04/08/2020 | DFT0003942 | Deferred Comp 457 | 108.03 |
| 04/17/2020 | DFT0003952 | Retirement Trust - 457 | 1,981.08 |
| 04/17/2020 | DFT0003953 | Deferred Comp 457 | 7,042.10 |
| 04/17/2020 | DFT0003954 | Retirement Trust - 457 | 612.92 |
| 04/17/2020 | DFT0003955 | Retirement Trust - 457 | 1,142.28 |
| 04/17/2020 | DFT0003956 | Loan Payment | 447.82 |
| 04/17/2020 | DFT0003957 | Loan Payment | 125.00 |
| Vendor 01715 - ICMA Retirement Trust-457 Total: | | | 22,551.22 |
| Vendor: 01722 - Infinisource Cobra Compliance | | | |
| 04/24/2020 | 54824 | Flexible Benefits | 80.00 |
| Vendor 01722 - Infinisource Cobra Compliance Total: | | | 80.00 |
| Vendor: 01720 - Inland Business Systems | | | |
| 04/20/2020 | 54807 | Office Equipment Maint. - Office | 214.50 |
| Vendor 01720 - Inland Business Systems Total: | | | 214.50 |
| Vendor: 01731 - Internal Revenue Service | | | |
| 04/06/2020 | DFT0003929 | FICA Withholding | 11,977.00 |
| 04/06/2020 | DFT0003930 | Fed Withholding | 10,143.64 |
| 04/06/2020 | DFT0003932 | Medicare Withholding | 2,801.10 |

Expense Approval Report

Payment Dates: 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|---|----------------|--------------------------------|-----------|
| 04/10/2020 | DFT0003935 | FICA Withholding | 245.76 |
| 04/10/2020 | DFT0003936 | Fed Withholding | 61.64 |
| 04/10/2020 | DFT0003938 | Medicare Withholding | 57.48 |
| 04/11/2020 | DFT0003944 | FICA Withholding | 309.08 |
| 04/11/2020 | DFT0003945 | Fed Withholding | 286.21 |
| 04/11/2020 | DFT0003947 | Medicare Withholding | 72.28 |
| 04/20/2020 | DFT0003959 | FICA Withholding | 11,620.84 |
| 04/20/2020 | DFT0003960 | Fed Withholding | 9,965.71 |
| 04/20/2020 | DFT0003962 | Medicare Withholding | 2,717.84 |
| Vendor 01731 - Internal Revenue Service Total: | | | 50,258.58 |
| Vendor: 03057 - International Brotherhood of 137 TCWH | | | |
| 04/06/2020 | 54757 | Union Dues Teamsters | 218.77 |
| 04/20/2020 | 54808 | Union Dues Teamsters | 218.77 |
| Vendor 03057 - International Brotherhood of 137 TCWH Total: | | | 437.54 |
| Vendor: 01741 - JC's Maintenance | | | |
| 04/06/2020 | 54758 | Janitorial Supplies | 134.69 |
| Vendor 01741 - JC's Maintenance Total: | | | 134.69 |
| Vendor: 03102 - Johnny on the Spot Portable Toilets Inc. | | | |
| 04/24/2020 | 54825 | Equipment Rental | 364.35 |
| Vendor 03102 - Johnny on the Spot Portable Toilets Inc. Total: | | | 364.35 |
| Vendor: 01790 - Knife River Construction | | | |
| 04/06/2020 | 54759 | Construction & Maint. Supplies | 1,189.41 |
| Vendor 01790 - Knife River Construction Total: | | | 1,189.41 |
| Vendor: 01844 - Lowe's Home Improvement | | | |
| 04/20/2020 | 54809 | Construction & Maint. Supplies | 38.82 |
| Vendor 01844 - Lowe's Home Improvement Total: | | | 38.82 |
| Vendor: 01905 - Minasian, Meith, Soares, Sexton & Cooper, LLP | | | |
| 04/06/2020 | 54760 | General | 3,988.32 |
| 04/06/2020 | 54760 | Job#18-F1 | 4,800.00 |
| 04/06/2020 | 54760 | General | 5,933.79 |
| 04/06/2020 | 54760 | Job#18-F1 | 14,587.04 |
| 04/20/2020 | 54810 | Legal Fees | 6,058.60 |
| 04/20/2020 | 54810 | Job #18-F1 - Legal Fees | 6,919.50 |
| Vendor 01905 - Minasian, Meith, Soares, Sexton & Cooper, LLP Total: | | | 42,287.25 |
| Vendor: 03045 - N.C.G.T. SECURITY FUND | | | |
| 04/02/2020 | 54745 | Health | 13,899.00 |
| 04/02/2020 | 54745 | Health | 13,899.00 |
| Vendor 03045 - N.C.G.T. SECURITY FUND Total: | | | 27,798.00 |
| Vendor: 01960 - Normac | | | |
| 04/13/2020 | 54772 | 1" backflows | 15,443.10 |
| 04/13/2020 | 54772 | 1" galv 90 | 223.02 |
| 04/13/2020 | 54772 | 1" galv cap | 163.80 |
| 04/13/2020 | 54772 | 1" close galv nipple | 147.42 |
| 04/13/2020 | 54772 | inverted hose bib | 965.79 |
| 04/13/2020 | 54772 | 1" x 30" galv nipple | 1,258.74 |
| 04/13/2020 | 54772 | 1" galv tee | 330.12 |
| 04/13/2020 | 54772 | 1" x 4" galv nipple | 226.80 |
| 04/20/2020 | 54811 | Job #18-F1 - Backflow Blankets | 26,276.25 |
| 04/20/2020 | 54811 | 1-1/2" backflow | 1,737.45 |
| 04/24/2020 | 54826 | 1" backflow | 14,175.00 |
| 04/24/2020 | 54826 | 1" galv 90 | 223.02 |
| 04/24/2020 | 54826 | 1" x 4" galv nipple | 226.80 |
| 04/24/2020 | 54826 | 1" galv tee | 330.12 |
| 04/24/2020 | 54826 | 1" x 30" galv nipple | 1,258.74 |
| 04/24/2020 | 54826 | 1" galv cap | 1,431.90 |
| 04/24/2020 | 54826 | 1" close galv nipple | 147.42 |

Expense Approval Report

Payment Dates: 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|---|----------------|---|-----------|
| 04/24/2020 | 54826 | inverted hose bib | 965.79 |
| Vendor 01960 - Normac Total: | | | 65,531.28 |
| Vendor: 01980 - Northern Recycling & Waste Svcs | | | |
| 04/13/2020 | 54773 | Job#18-F1 - Debris Storage | 280.00 |
| 04/13/2020 | 54773 | Garbage - Lake | 97.33 |
| 04/13/2020 | 54773 | Garbage - TP | 42.83 |
| 04/13/2020 | 54773 | Garbage - Office | 55.99 |
| 04/13/2020 | 54773 | Garbage - Shop | 157.89 |
| Vendor 01980 - Northern Recycling & Waste Svcs Total: | | | 634.04 |
| Vendor: 01950 - Northstate Aggregate, Inc. | | | |
| 04/13/2020 | 54774 | Construction & Maint. Supplies | 482.30 |
| 04/13/2020 | 54774 | Construction & Maint. Supplies | 475.38 |
| 04/13/2020 | 54774 | Construction & Maint. Supplies | 1,365.77 |
| Vendor 01950 - Northstate Aggregate, Inc. Total: | | | 2,323.45 |
| Vendor: 01995 - Office Depot | | | |
| 04/06/2020 | 54761 | Office Supplies - Shop | 159.27 |
| 04/06/2020 | 54761 | Office Supplies - Shop | 50.28 |
| Vendor 01995 - Office Depot Total: | | | 209.55 |
| Vendor: 01538 - O'Reilly Auto Parts | | | |
| 04/13/2020 | 54775 | Construction & Maint. Supplies | 9.98 |
| 04/13/2020 | 54775 | Equipment Repairs #7 | 25.72 |
| 04/13/2020 | 54775 | Construction & Maint. Supplies | 3.84 |
| 04/13/2020 | 54775 | Construction & Maint. Supplies | 38.77 |
| 04/13/2020 | 54775 | Construction & Maint. Supplies | 18.31 |
| 04/13/2020 | 54775 | Construction & Maint. Supplies | 36.59 |
| 04/13/2020 | 54775 | Equipment Repairs #42 | 164.73 |
| 04/13/2020 | 54775 | Construction & Maint. Supplies | 235.75 |
| 04/13/2020 | 54775 | Equipment Repairs #8 | 17.48 |
| 04/13/2020 | 54775 | Construction & Maint. Supplies | 3.59 |
| Vendor 01538 - O'Reilly Auto Parts Total: | | | 554.76 |
| Vendor: 02030 - Pace Supply | | | |
| 04/13/2020 | 54776 | Repair Clamp 8" x 3" 8.60-9.00 STD | 568.92 |
| 04/13/2020 | 54776 | Coupling Flex- CI - 6' | 905.10 |
| 04/13/2020 | 54776 | Coupling Flex - CI - 4' | 730.55 |
| 04/13/2020 | 54776 | 3" flex coupling gaskets | 146.69 |
| Vendor 02030 - Pace Supply Total: | | | 2,351.26 |
| Vendor: 02081 - Pacific Gas & Electric Company | | | |
| 04/24/2020 | 54827 | Geppetto North End - Electric | 35.60 |
| 04/24/2020 | 54827 | Paradise Dam #2 Park - Electric | 36.04 |
| 04/24/2020 | 54827 | Mag Res Filtration Plant - Electric | 13,220.39 |
| 04/24/2020 | 54827 | Nunnelly Rd. Ext. Tank Res #E - Electric | 21.52 |
| 04/24/2020 | 54827 | Moore Rd. ES Forest Serv. Rd. - Electric | 1,891.39 |
| 04/24/2020 | 54827 | 6344 Clark Rd. - Gas | 299.54 |
| 04/24/2020 | 54827 | Frank Turner Way Tank Res #C - Electric | 22.00 |
| 04/24/2020 | 54827 | Frank Turner Way Tank Res #C - Electric | 15.63 |
| 04/24/2020 | 54827 | Skyway W/S N/Clark Tank Res #A - Electric | 20.43 |
| 04/24/2020 | 54827 | Lovely Ln. N/End Tank Res #D - Electric | 17.34 |
| 04/24/2020 | 54827 | 6332 Clark Rd. - Electric | 2,012.72 |
| 04/24/2020 | 54827 | 6332 Clark Rd. - Gas | 291.71 |
| Vendor 02081 - Pacific Gas & Electric Company Total: | | | 17,884.31 |

Expense Approval Report

Payment Dates: 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|---|----------------|---|-------------------|
| Vendor: 02872 - Peerless Bldg. Maintenance Inc. | | | |
| 04/06/2020 | 54762 | Janitorial Services | 532.19 |
| Vendor 02872 - Peerless Bldg. Maintenance Inc. Total: | | | 532.19 |
| Vendor: 02090 - Pitney Bowes Global Financial Services LLC | | | |
| 04/20/2020 | 54812 | Postage Meter | 346.10 |
| Vendor 02090 - Pitney Bowes Global Financial Services LLC Total: | | | 346.10 |
| Vendor: 02062 - Pitney Bowes Purchase Power | | | |
| 04/24/2020 | 54828 | Meter Postage | 87.86 |
| Vendor 02062 - Pitney Bowes Purchase Power Total: | | | 87.86 |
| Vendor: 03048 - Plan B Professional Answering Service | | | |
| 04/13/2020 | 54777 | Job#18-F1 - Answering Service | 151.50 |
| Vendor 03048 - Plan B Professional Answering Service Total: | | | 151.50 |
| Vendor: 03096 - Rankin Stock Heaberlin Oneal | | | |
| 04/13/2020 | 54778 | Legal | 11,660.17 |
| Vendor 03096 - Rankin Stock Heaberlin Oneal Total: | | | 11,660.17 |
| Vendor: 03086 - RDO Equipment Co. | | | |
| 04/20/2020 | 54813 | Equipment Repairs | 144.09 |
| 04/20/2020 | 54813 | Equipment Repairs | 102.69 |
| 04/20/2020 | 54813 | Equipment Repairs | 633.70 |
| Vendor 03086 - RDO Equipment Co. Total: | | | 880.48 |
| Vendor: 03070 - Reed Smith LLP | | | |
| 04/13/2020 | 54779 | Job#18-F1 - Professional Services | 53,300.50 |
| Vendor 03070 - Reed Smith LLP Total: | | | 53,300.50 |
| Vendor: 02057 - Riebes Auto Parts | | | |
| 04/13/2020 | 54780 | Construction & Maint., Supplies | 7.31 |
| 04/13/2020 | 54780 | Construction & Maint. Supplies | 52.63 |
| 04/13/2020 | 54780 | Equipment Repairs | 12.08 |
| Vendor 02057 - Riebes Auto Parts Total: | | | 72.02 |
| Vendor: 02185 - Roberts & Brune Company | | | |
| 04/13/2020 | 54781 | Coupling Flex- CI - 6' | 511.50 |
| 04/13/2020 | 54781 | Grip Ring Restraint Kit - CI - 6' | 350.46 |
| 04/13/2020 | 54781 | 90 - CI - 6' FL | 319.63 |
| 04/24/2020 | 54829 | Coupling Flex - CI - 16' | 5,414.58 |
| Vendor 02185 - Roberts & Brune Company Total: | | | 6,596.17 |
| Vendor: 03061 - Sterling Health Services, Inc DBA | | | |
| 04/03/2020 | DFT0003920 | HSA Contribution | 653.76 |
| 04/17/2020 | DFT0003950 | HSA Contribution | 653.76 |
| Vendor 03061 - Sterling Health Services, Inc DBA Total: | | | 1,307.52 |
| Vendor: 03088 - Sutton Enterprises and Bank of Stockton | | | |
| 04/20/2020 | 54817 | Job#18-F1 - Service Lateral Replacement | 196,387.95 |
| Vendor 03088 - Sutton Enterprises and Bank of Stockton Total: | | | 196,387.95 |
| Vendor: 02362 - Thomas Ace Hardware | | | |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 21.54 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | -21.54 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 44.59 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 22.35 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 59.25 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 5.42 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 22.85 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 56.74 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 27.14 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 10.73 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 581.85 |
| 04/13/2020 | 54782 | Construction & Maint. Supplies | 19.13 |

Expense Approval Report

Payment Dates: 04/01/2020 - 04/30/2020

| Payment Date | Payment Number | Description (Item) | Amount |
|--|----------------|---|-------------------|
| 04/24/2020 | 54830 | Construction & Maint. Supplies | 54.10 |
| 04/24/2020 | 54830 | Construction & Maint. Supplies | 33.69 |
| 04/24/2020 | 54830 | Construction & Maint. Supplies | 442.32 |
| 04/24/2020 | 54830 | Small Hand Tools | 50.38 |
| Vendor 02362 - Thomas Ace Hardware Total: | | | 1,430.54 |
| Vendor: 02364 - Thrifty Rooter | | | |
| 04/24/2020 | 54831 | Bldg & Grounds Maint. - 6360 Clark Rd | 150.00 |
| Vendor 02364 - Thrifty Rooter Total: | | | 150.00 |
| Vendor: 03013 - Total Compensation Systems, Inc | | | |
| 04/24/2020 | 54834 | Actuarial Valuation Services FY2019/20 | 1,800.00 |
| Vendor 03013 - Total Compensation Systems, Inc Total: | | | 1,800.00 |
| Vendor: 02394 - Tyler Technologies, Inc. | | | |
| 04/13/2020 | 54783 | Transaction Fee | 1,851.10 |
| Vendor 02394 - Tyler Technologies, Inc. Total: | | | 1,851.10 |
| Vendor: 02686 - USA Blue Book | | | |
| 04/13/2020 | 54784 | Equipment Repairs | 91.85 |
| 04/20/2020 | 54814 | Equipment Repairs | 171.77 |
| Vendor 02686 - USA Blue Book Total: | | | 263.62 |
| Vendor: 02703 - Verizon Wireless | | | |
| 04/06/2020 | 54763 | Mobile Phones | 871.37 |
| Vendor 02703 - Verizon Wireless Total: | | | 871.37 |
| Vendor: 02712 - VistaNet inc. | | | |
| 04/24/2020 | 54832 | Equipment Maint.- Supplies | 934.57 |
| 04/24/2020 | 54832 | Equipment Maint. - Supplies | 27.50 |
| Vendor 02712 - VistaNet inc. Total: | | | 962.07 |
| Vendor: 03002 - Water Works Engineers | | | |
| 04/20/2020 | 54815 | Job #17-04 - Backwash Waste NPDES Permit Renewal | 10,736.55 |
| 04/20/2020 | 54815 | Job#18-F1 - Disaster Recovery Management Services | 122,668.40 |
| Vendor 03002 - Water Works Engineers Total: | | | 133,404.95 |
| Vendor: 02747 - Wienhoff & Associates, Inc. | | | |
| 04/02/2020 | 54746 | Annual Consortium Membership | 825.00 |
| Vendor 02747 - Wienhoff & Associates, Inc. Total: | | | 825.00 |
| Vendor: 02753 - Wilson Printing and Signs | | | |
| 04/20/2020 | 54816 | Office Signs Replacement | 804.38 |
| Vendor 02753 - Wilson Printing and Signs Total: | | | 804.38 |
| Vendor: 02787 - Zee Service Company | | | |
| 04/24/2020 | 54833 | Safety Supplies - Shop | 391.76 |
| Vendor 02787 - Zee Service Company Total: | | | 391.76 |
| Grand Total: | | | 964,414.65 |

Paradise Irrigation District

Detail of Disbursements Report

Check Numbers 54745 - 54834

| Check# | Date | Vendor/Employee | Amount | % of Total Monthly Disbursements |
|------------|------------|---|------------|----------------------------------|
| 54817 | 04/20/2020 | Sutton Enterprises and Bank of Stockton | 196,387.95 | 20.36% |
| 54815 | 04/20/2020 | Water Works Engineers | 133,404.95 | 13.83% |
| 54798 | 04/20/2020 | Capital One Public Funding, LLC | 122,913.90 | 12.74% |
| 54779 | 04/13/2020 | Reed Smith LLP | 53,300.50 | 5.53% |
| 54764 | 04/13/2020 | ACWA/JPIA | 38,426.09 | 3.98% |
| 54792 | 04/20/2020 | ACWA/JPIA | 37,221.09 | 3.86% |
| 54760 | 04/06/2020 | Minasian, Meith, Soares, Sexton & Cooper, LLP | 29,309.15 | 3.04% |
| 54811 | 04/20/2020 | Normac | 28,013.70 | 2.90% |
| 54745 | 04/02/2020 | N.C.G.T. SECURITY FUND | 27,798.00 | 2.88% |
| 54770 | 04/13/2020 | Genterra Consultants, Inc. | 23,889.50 | 2.48% |
| 54772 | 04/13/2020 | Normac | 18,758.79 | 1.95% |
| 54826 | 04/24/2020 | Normac | 18,758.79 | 1.95% |
| 54827 | 04/24/2020 | Pacific Gas & Electric Company | 17,884.31 | 1.85% |
| 54793 | 04/20/2020 | ACWA/JPIA | 15,104.16 | 1.57% |
| 54810 | 04/20/2020 | Minasian, Meith, Soares, Sexton & Cooper, LLP | 12,978.10 | 1.35% |
| DFT0003929 | 04/06/2020 | Internal Revenue Service | 11,977.00 | 1.24% |
| 54778 | 04/13/2020 | Rankin Stock Heaberlin Oneal | 11,660.17 | 1.21% |
| DFT0003959 | 04/20/2020 | Internal Revenue Service | 11,620.84 | 1.20% |
| DFT0003930 | 04/06/2020 | Internal Revenue Service | 10,143.64 | 1.05% |
| DFT0003960 | 04/20/2020 | Internal Revenue Service | 9,965.71 | 1.03% |
| 54766 | 04/13/2020 | BC Laboratories, Inc. | 7,970.02 | 0.83% |
| 54822 | 04/24/2020 | Herc Rentals | 7,869.28 | 0.82% |
| DFT0003953 | 04/17/2020 | ICMA Retirement Trust-457 | 7,042.10 | 0.73% |
| DFT0003923 | 04/03/2020 | ICMA Retirement Trust-457 | 6,728.08 | 0.70% |
| 54768 | 04/13/2020 | Buttes Pipe | 6,233.07 | 0.65% |
| 54803 | 04/20/2020 | Ferguson Enterprises, Inc | 6,067.43 | 0.63% |
| 54829 | 04/24/2020 | Roberts & Brune Company | 5,414.58 | 0.56% |
| 54799 | 04/20/2020 | Climate and Energy Solutions | 4,089.00 | 0.42% |
| 54820 | 04/24/2020 | Broad & Gusman | 4,000.00 | 0.41% |
| DFT0003928 | 04/06/2020 | Employment Development Dept. | 3,652.81 | 0.38% |
| DFT0003958 | 04/20/2020 | Employment Development Dept. | 3,645.59 | 0.38% |
| 54804 | 04/20/2020 | FGL Environmental | 3,252.00 | 0.34% |
| 54755 | 04/06/2020 | Herc Rentals | 3,165.40 | 0.33% |
| DFT0003932 | 04/06/2020 | Internal Revenue Service | 2,801.10 | 0.29% |
| DFT0003962 | 04/20/2020 | Internal Revenue Service | 2,717.84 | 0.28% |
| 54749 | 04/06/2020 | BC Laboratories, Inc. | 2,715.00 | 0.28% |
| 54776 | 04/13/2020 | Pace Supply | 2,351.26 | 0.24% |
| 54754 | 04/06/2020 | FGL Environmental | 2,335.00 | 0.24% |
| 54774 | 04/13/2020 | Northstate Aggregate, Inc. | 2,323.45 | 0.24% |
| 54805 | 04/20/2020 | Herc Rentals | 2,171.16 | 0.23% |
| DFT0003921 | 04/03/2020 | ICMA Retirement Trust-401 | 1,999.88 | 0.21% |
| DFT0003922 | 04/03/2020 | ICMA Retirement Trust-457 | 1,999.88 | 0.21% |
| DFT0003951 | 04/17/2020 | ICMA Retirement Trust-401 | 1,981.08 | 0.21% |
| DFT0003952 | 04/17/2020 | ICMA Retirement Trust-457 | 1,981.08 | 0.21% |
| 54783 | 04/13/2020 | Tyler Technologies, Inc. | 1,851.10 | 0.19% |
| 54834 | 04/24/2020 | Total Compensation Systems, Inc | 1,800.00 | 0.19% |
| 54751 | 04/06/2020 | Davi, Bruce | 1,700.00 | 0.18% |
| 54797 | 04/20/2020 | BC Laboratories, Inc. | 1,455.00 | 0.15% |
| 54759 | 04/06/2020 | Knife River Construction | 1,189.41 | 0.12% |
| 54781 | 04/13/2020 | Roberts & Brune Company | 1,181.59 | 0.12% |
| DFT0003925 | 04/03/2020 | ICMA Retirement Trust-457 | 1,142.28 | 0.12% |

| Check# | Date | Vendor/Employee | Amount | % of Total Monthly Disbursements |
|------------|------------|--|----------|----------------------------------|
| DFT0003955 | 04/17/2020 | ICMA Retirement Trust-457 | 1,142.28 | 0.12% |
| DFT0003931 | 04/06/2020 | Employment Development Dept. | 975.16 | 0.10% |
| 54832 | 04/24/2020 | VistaNet inc. | 962.07 | 0.10% |
| DFT0003961 | 04/20/2020 | Employment Development Dept. | 946.74 | 0.10% |
| 54801 | 04/20/2020 | Davi, Bruce | 925.00 | 0.10% |
| 54771 | 04/13/2020 | Hunt & Sons, Inc. | 907.86 | 0.09% |
| 54813 | 04/20/2020 | RDO Equipment Co. | 880.48 | 0.09% |
| 54763 | 04/06/2020 | Verizon Wireless | 871.37 | 0.09% |
| 54747 | 04/06/2020 | Adecco Employment Services | 862.40 | 0.09% |
| 54794 | 04/20/2020 | Adecco Employment Services | 862.40 | 0.09% |
| 54800 | 04/20/2020 | Comcast Business | 851.43 | 0.09% |
| 54782 | 04/13/2020 | Thomas Ace Hardware | 850.05 | 0.09% |
| 54746 | 04/02/2020 | Wienhoff & Associates, Inc. | 825.00 | 0.09% |
| 54818 | 04/24/2020 | Adecco Employment Services | 806.96 | 0.08% |
| 54816 | 04/20/2020 | Wilson Printing and Signs | 804.38 | 0.08% |
| 54765 | 04/13/2020 | Adecco Employment Services | 714.56 | 0.07% |
| 54756 | 04/06/2020 | I.B.E.W. Local Union 1245 | 708.85 | 0.07% |
| 54806 | 04/20/2020 | I.B.E.W. Local Union 1245 | 680.96 | 0.07% |
| DFT0003920 | 04/03/2020 | Sterling Health Services, Inc DBA | 653.76 | 0.07% |
| DFT0003950 | 04/17/2020 | Sterling Health Services, Inc DBA | 653.76 | 0.07% |
| 54773 | 04/13/2020 | Northern Recycling & Waste Svcs | 634.04 | 0.07% |
| 54750 | 04/06/2020 | Comcast Business | 625.98 | 0.06% |
| DFT0003924 | 04/03/2020 | ICMA Retirement Trust-457 | 612.92 | 0.06% |
| DFT0003954 | 04/17/2020 | ICMA Retirement Trust-457 | 612.92 | 0.06% |
| 54830 | 04/24/2020 | Thomas Ace Hardware | 580.49 | 0.06% |
| 54795 | 04/20/2020 | Airgas USA, LLC | 559.30 | 0.06% |
| 54775 | 04/13/2020 | O'Reilly Auto Parts | 554.76 | 0.06% |
| 54823 | 04/24/2020 | Hunt & Sons, Inc. | 536.08 | 0.06% |
| 54762 | 04/06/2020 | Peerless Bldg. Maintenance Inc. | 532.19 | 0.06% |
| 54767 | 04/13/2020 | Butte County AQMD | 522.60 | 0.05% |
| 54748 | 04/06/2020 | AT&T | 483.70 | 0.05% |
| DFT0003926 | 04/03/2020 | ICMA Retirement Trust-457 | 447.82 | 0.05% |
| DFT0003956 | 04/17/2020 | ICMA Retirement Trust-457 | 447.82 | 0.05% |
| 54833 | 04/24/2020 | Zee Service Company | 391.76 | 0.04% |
| 54825 | 04/24/2020 | Johnny on the Spot Portable Toilets Inc. | 364.35 | 0.04% |
| 54812 | 04/20/2020 | Pitney Bowes Global Financial Services LLC | 346.10 | 0.04% |
| DFT0003944 | 04/11/2020 | Internal Revenue Service | 309.08 | 0.03% |
| DFT0003949 | 04/17/2020 | Aflac | 307.20 | 0.03% |
| DFT0003945 | 04/11/2020 | Internal Revenue Service | 286.21 | 0.03% |
| DFT0003919 | 04/03/2020 | Aflac | 276.06 | 0.03% |
| 54821 | 04/24/2020 | FGL Environmental | 276.00 | 0.03% |
| DFT0003935 | 04/10/2020 | Internal Revenue Service | 245.76 | 0.03% |
| 54757 | 04/06/2020 | International Brotherhood of 137 TCWH | 218.77 | 0.02% |
| 54808 | 04/20/2020 | International Brotherhood of 137 TCWH | 218.77 | 0.02% |
| 54807 | 04/20/2020 | Inland Business Systems | 214.50 | 0.02% |
| 54761 | 04/06/2020 | Office Depot | 209.55 | 0.02% |
| 54791 | 04/20/2020 | Access Information Protected | 177.39 | 0.02% |
| 54814 | 04/20/2020 | USA Blue Book | 171.77 | 0.02% |
| 54777 | 04/13/2020 | Plan B Professional Answering Service | 151.50 | 0.02% |
| 54831 | 04/24/2020 | Thrifty Rooter | 150.00 | 0.02% |
| 54753 | 04/06/2020 | Fastenal Co | 136.34 | 0.01% |
| 54758 | 04/06/2020 | JC's Maintenance | 134.69 | 0.01% |
| DFT0003927 | 04/03/2020 | ICMA Retirement Trust-457 | 125.00 | 0.01% |
| DFT0003957 | 04/17/2020 | ICMA Retirement Trust-457 | 125.00 | 0.01% |
| 54802 | 04/20/2020 | Eagles Security Systems | 120.00 | 0.01% |
| DFT0003942 | 04/08/2020 | ICMA Retirement Trust-457 | 108.03 | 0.01% |

| Check# | Date | Vendor/Employee | Amount | % of Total Monthly Disbursements |
|------------|------------|---|------------|----------------------------------|
| 54796 | 04/20/2020 | American Conservation & Billing Solutions | 100.00 | 0.01% |
| DFT0003943 | 04/11/2020 | Employment Development Dept. | 98.15 | 0.01% |
| 54784 | 04/13/2020 | USA Blue Book | 91.85 | 0.01% |
| 54828 | 04/24/2020 | Pitney Bowes Purchase Power | 87.86 | 0.01% |
| 54824 | 04/24/2020 | Infinisource Cobra Compliance | 80.00 | 0.01% |
| DFT0003947 | 04/11/2020 | Internal Revenue Service | 72.28 | 0.01% |
| 54780 | 04/13/2020 | Riebes Auto Parts | 72.02 | 0.01% |
| 54819 | 04/24/2020 | AT&T | 66.16 | 0.01% |
| DFT0003936 | 04/10/2020 | Internal Revenue Service | 61.64 | 0.01% |
| DFT0003938 | 04/10/2020 | Internal Revenue Service | 57.48 | 0.01% |
| 54809 | 04/20/2020 | Lowe's Home Improvement | 38.82 | 0.00% |
| DFT0003940 | 04/08/2020 | ICMA Retirement Trust-401 | 36.01 | 0.00% |
| DFT0003941 | 04/08/2020 | ICMA Retirement Trust-457 | 36.01 | 0.00% |
| DFT0003946 | 04/11/2020 | Employment Development Dept. | 24.93 | 0.00% |
| DFT0003937 | 04/10/2020 | Employment Development Dept. | 19.83 | 0.00% |
| 54769 | 04/13/2020 | Fiserv Solutions, LLC | 12.53 | 0.00% |
| 54752 | 04/06/2020 | Elecsys International Corporation | 10.00 | 0.00% |
| DFT0003934 | 04/10/2020 | Employment Development Dept. | 7.35 | 0.00% |
| Total | | | 964,414.65 | |



PARADISE IRRIGATION DISTRICT

TO: Board of Directors

FROM: Kevin Phillips, District Manager

DATE: 5/15/2020

RE: Debris removal – Document storage building

The District has a building located at the B-Reservoir that was used for document storage. During the Camp fire the building was destroyed. The District needs to remove the debris with a licensed contractor.

The building is a covered asset by insurance. The insurance company has required that the District get 2 bids for debris removal and select the lowest qualified bidder. Below is the bid recap.

| | |
|---------------------------------|-------------|
| DADCO | \$ 9,950.00 |
| Walberg Inc | \$12,500.00 |
| M. Roethler General Engineering | \$15,750.00 |

The recommended form of motion is:

“I move to authorize award of contract to DADCO Construction for debris removal services of the storage building located at the Reservoir B property for a not to exceed amount of \$9,950.”

DADCO Construction Contract



Owner Information

Name Paradise Irrigation District (ErinWest)

Address 5571 Skyway

City, State ZIP Paradise, CA 95969

Phone 530-877-4971

Email ewest@paradiseirrigation.com

Project name 5571 Skyway

Contractor Information

Company DADCO CONSTRUCTION

Name L. Douglas Munjar

Address P.O. Box 73

City, State ZIP Paradise, CA 95967

Phone 1(530) 518-9077

Email dadcoconstruction@yahoo.com

License # A 658283

Company Proposal

DADCO Construction shall furnish materials, labor, equipment and testing for the removal of residence debris and foundation. This includes any personal property, metals and concrete within the ash foot print of the residence located at **5571 Skyway Paradise, CA 95969**, residence of Paradise Irrigation District. All clean up and fire debris removal shall be disposed of per the guidelines of the Town of Paradise, County of Butte, State of California and US Governments Codes and Regulations for the clean up. This is to meet the standards of safety and certification of property cleanliness to allow to rebuild.

Not Included

Owners must remove any wanted items that they want to keep within the clean up area before work begins. Not responsible for the removal of any asbestos over 120 lineal ft. and any friable asbestos. If Asbestos test comes back positive, DADCO will submit costs and have approval in writing by both parties. Tree removals are not included unless specifically documented within the scope of work portion of bid. No stump removal unless other wise noted in work scope. Stump grinding not included.

Scope Of Work

The work shall include: (1). Initial site testing for hazardous materials and asbestos; for the purpose of obtaining a rebuild permit through the County of Butte. (2). Removal of all concrete from the residence structure, garage, sidewalks and walkways. (3). Removal of all ash foot prints to include the residence and outbuildings. (4). Removal of debris and metal within the burned structures and agreed locations on property. (5) Erosion control will be installed per the guidelines of Butte County. (6). Upon completion of the ash and debris removal, 3-6 inches of the soil surface within the affected areas shall be removed and properly disposed and a final soil analysis test shall be performed per Butte County regulations.

Payment Schedule

Upon signing due is 10 % down, \$1,000 is to DADCO the rest of the 10% is for asbestos sampling, testing and analysis report. A 1/3 at start of work on the property. A 1/3 at finished cleanup of ash, metal, concrete and debris. Final balance due upon Butte County heavy metal analysis testing clearance.

Owner Acceptance

I, Erin West for P.I.D do accept the above scope of work, proposed to be completed for the Total Amount \$9,950.

Submitted by Erin West

Date

Submitted by Douglas Munjar DADCO Construction

Date

Page 1 of 6

Cost Breakdown Debris Removal

List of Materials and Costs

| # | Description | Cost | Total |
|----|--|-------------|-------------------|
| 1 | Preliminary site assessment, asbestos sampling, testing and report. | | |
| 2 | Removal of a 21x24 block building. | | |
| 3 | Removal of all metal, ash and debris within the structure footprint. | | |
| 4 | Removal of all concrete walkways surrounding the structure. | | |
| 5 | Final soil sampling, testing and report for heavy metals. | | 9,950.00 |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| | | Sub Total | <u>\$9,950.00</u> |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 20 | | | |
| 19 | | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |
| | | Sub Total | <u>\$0.00</u> |
| | | Grand Total | <u>\$9,950.00</u> |

DADCO CONTRACT TERMS AND CONDITIONS

DADCO Construction shall not be liable for failure or delay due to acts of GOD, differences with workmen, local labor shortages, fire, flood or other casualties, governmental regulations or requirements, shortages of, or failure of raw materials, supplies, fuel, power or transportation breakdown of equipment, or any other causes beyond the reasonable control of DADCO Construction whether of similar or dissimilar in nature than those enumerated.

In no event shall DADCO Construction be liable for any consequential damages or claims resulting from failure or delay in the completion of the contract.

In the event the Owner becomes insolvent, commits an act of bankruptcy. Or defaults in the performance of any terms of the proposal, the entire unpaid portion of the contract price shall without notice, or demand, become immediately due and payable.

In such any event, DADCO Construction at its option, without notice or demand shall be entitled to sue for said balance and for reasonable attorney's fees and out of pocket expenses, plus interest, and or to retain all payments therefore made deficiency between the payments received and the contractor price due and payable for performing this contract.

This accepted proposal shall not become a contract until approval of credit by the Credit Department of DADCO Construction.

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the register of the board whose address is:

CONTRACTORS STATE LICENSE BOARD
3132 BRADSHAW ROAD
SACRAMENTO, CA 95826
(916)255-3900

All contractors are subject to strikes, accidents, or causes beyond our control.

Time spent obtaining permits are included in this bid.

Only items specifically stated in the proposal are included in it. Any item not specifically included is excluded and a cost of \$65.00 an hour will be additional to this proposal.

Scheduling, phasing, and job prosecution shall be controlled by DADCO Construction and shall be continuous unless specified otherwise in this document. If special scheduling is required to accommodate portions of the job or subcontractors, additional costs (if any) will be billed including but not limited to additional move in and remobilization charges.

Unless specifically specified, it is assumed that the work will proceed in "Dry Weather and Daylight Hours" Additional costs for wet weather work (if any) will be charged as extras.

Exclusions: Lines, grades, test, engineering, bonds, retention, construction striking, property location and layout, relocation or damage to underground utilities, breaking or damaged of driveways and walkways but will try to keep them preserved.

Time of Completion: As soon as reasonably possible, permits, weather and soil permitting.

Contract subject to additional conditions: If acceptable, please sign and initial all original documents and return by mail or email. Please keep a copy for your records. However no work will commence without receipt of original signed documents and first payment

Signature: _____ Date: _____
Paradise Irrigation District (Erin West)

Signature: _____ Date: _____
Douglas Munjar, DADCO Construction

Walberg Inc.

California Contractor's License Number: 898860

Proposal

1. GENERAL INFORMATION

Bid To: Paradise Irrigation District Attn: Erin West

Project Title: Burn Debris Clean-up located at 8770 Skyway, Paradise (Records Building)

Bid Date: 3/13/19

Phone: 530-566-2591

E-mail: ewest@paradiseirrigation.com

2. BID SCOPE OF WORK:

- Lab testing for initial debris and for final clearance
 - Debris removal - clean up, off haul and dispose of debris from cinder block building
 - Demolish and remove concrete foundation from cinder block building
 - Scrape and remove 3 to 6" of dirt from footprint
 - Place straw wattles and hay site
- Total-\$12,500**

Job Specific exclusions-

- Trees
- Cars
- Driveway(s) - No driveways figured for removal unless specified in scope of work. Due to heavy equipment necessary to clean property, Walberg Inc. will take precautions not to damage driveways, however, is not responsible for any cracking.
- No permit costs (Butte county is currently not charging)
- **If asbestos, lead or other hazardous materials are found present on property in lab samples, an additional cost will be added with a Change Order.**

3. BID EXCLUSIONS: Unless expressly included under paragraph 2, above, the following items of work are expressly excluded under this Proposal:

- a. Permits, permit fees, bond or bond fees, and/or approvals which are, or may be, required by any local, state, or federal agency or department.
- b. More than one mobilization of the project by Walberg.
- c. Potholing, pre-excavation testing or locating, relocation of utilities or other obstructions, or the coordination of Walberg's work with any other person, persons, entity, or entities including, without limitation, utility companies.
- d. The removal and/or disposal of hazardous materials and/or substances and/or products including, but not limited to asbestos, lead, petroleum, heavy metals and/or hydrocarbon substances, and/or products and/or materials which contain asbestos, lead, petroleum, heavy metals and/or hydrocarbon substances.
- e. Any clearing, grubbing, landscape repair, landscape replacement, sprinkler repair, sprinkler replacement, concrete repair, concrete replacement, and/or tree removal. (Unless otherwise stated in the above scope of work.)

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Walberg Inc.

California Contractor's License Number: 898860

- f. Staking, compaction testing, inspections, engineering, erosion control, or SWPPP preparation, controls, or implementation.
- g. Design, engineering, and testing.
- h. Excavation, blasting, removal, or off-haul of any rock or other materials that cannot be reasonably excavated, in Walberg's sole discretion, with a Cat 420 backhoe.
- j. Any work not specified in this Proposal or expressly incorporated by reference in a duly signed extra work order or contract change order.
- l. Walberg Inc. will not be held responsible for any unmarked utilities. Any repairs will be an additional cost.
- n. No work shall be performed in wet or unfavorable conditions.

4. CONDITIONS OF BID

a. This Proposal sets forth the terms and conditions under which Walberg Inc., a California corporation ("Walberg") proposes to perform the work described under paragraph 2, above (the "Work"), which is subject to the exclusions set forth under paragraph 3, above.

b. This Proposal shall be attached to, and incorporated into, the form of agreement (the "Agreement") between Walberg and the party to which this Proposal is submitted (the "Contracting Party") and acceptance of all or any part of this Proposal by the Contracting Party constitutes acceptance of the terms and conditions set forth in this Proposal by the Contracting Party. If this Proposal is signed by the Contracting Party, this Proposal shall be the agreement between the Contracting Party and Walberg for the performance of the Work.

c. Notwithstanding any term covenant or condition set forth in the Agreement, if any, to the contrary, the parties agree that this Proposal sets forth the controlling terms and conditions under which Walberg and the Contracting Party agree that Walberg will perform the work described in this Proposal.

d. Walberg will be paid monthly progress payments on or before the tenth (10th) day of each month for the value of work completed, plus the amount of materials and equipment suitably stored on or off site prior to the twenty-fifth (25th) day of the previous month. Final payment of sums due under this Proposal, including the cost of changed or extra work and retention, shall be due thirty (30) days after the Work is substantially completed. All sums not paid when due shall bear interest at the rate of one and one-half percent (1½%) per month, or the applicable statutory rate or maximum legal rate permitted by law, whichever is more.

e. No more retention shall be withheld from Walberg than is being withheld by the owner of the Project (the "Owner") with respect to Work being performed by Walberg.

f. No provision set forth in any one or all of the Agreement, the plans and specifications, or documents incorporated into the project documents by reference, shall (a) void Walberg's entitlement to payment for properly performed work or suitably stored materials, (b) require Walberg to continue performance if timely payments are not made to Walberg for suitably performed work or stored materials, (c) void Walberg's right to record a mechanics' lien (claim of lien) or claim on its behalf in the event that any payment to Walberg is not timely paid, or (d) condition payment to Walberg upon receipt of payment by the Contracting Party from any other source of payment.

g. No back charges or claims by the Contracting Party against Walberg shall be valid except by an agreement in writing signed by Walberg before such work is performed. In the event such charges or claims arise out of Walberg's performance of the Work, the Contracting Party shall notify Walberg, in writing, of such failure and allow Walberg seventy-two (72) hours to commence the correction of any deficiency, and sufficient time thereafter to complete said deficiency, before incurring any costs chargeable to Walberg.

h. The Contracting Party shall prepare all areas of the project as requested by Walberg so that Walberg may perform the Work. Walberg will not be called upon to start performance of the Work until sufficient areas are prepared in a manner that

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Walberg Inc.

California Contractor's License Number: 898860

insures continued work. The Contracting Party shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical, and water for the performance of the Work at no cost to Walberg.

i. Walberg shall be given a reasonable time after approval of Walberg's shop drawings and submittals in which to make delivery of materials and/or labor to commence and complete the Work. The Contracting Party agrees to incorporate Walberg's calculated times of performance into the Contracting Party's schedule for the work of the project. Walberg shall not be held to perform under any project schedule to which Walberg has not agreed in writing. Walberg not be responsible for delays or defaults where occasioned by any causes of any kind and extend beyond its control, including but not limited to delays caused by the owner, general contractor, architect, and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God.

j. Walberg shall be entitled to the equitable adjustment (the "equitable adjustment") in the contract price and contract time (compensable time extensions) for additional costs or time arising out of (a) extra or changed work performed by Walberg on or in connection with the Work, (b) differing site conditions, (c) unanticipated project delays, or (d) acceleration caused by others whose acts are not Walberg's responsibility. The failure of the Contracting Party to provide Walberg a signed written order before Walberg commences the performance of any work to which it is entitled an equitable adjustment shall not constitute a waiver by Walberg of its entitlement to receive payment therefore and, by directing Walberg to perform such work, the Contracting Party agrees to equitably adjust the contract price and contract time to compensate Walberg. The Contracting Party shall make no demand for, or withhold any amount of money on account of, liquidated damages against Walberg, unless agreed by Walberg in writing.

k. Walberg's Work is warranted for a period of one (1) year from the date on which the Work is substantially completed or the use of all or any portion thereof by the Contracting Party or the Contracting Party's successor in interest or assign, whichever is earlier. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As to Work performed by Walberg, a defect in which is proven to be the sole responsibility of Walberg, the Contracting Party's exclusive remedy shall be that Walberg will replace or repair any part of its own Work that is found to be defective, and no other work, whether attached to, built upon, or adjacent to the Work. Walberg shall not be responsible for damage or defect caused by abuse, modifications performed by someone other than Walberg, improper or insufficient maintenance, improper operation, or normal wear, tear and usage.

l. The Work is to be performed during Walberg's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized and before Walberg is obligated to perform such work.

n. To the extent allowed under California law, Walberg shall indemnify and hold harmless the Contracting Party from damages only to the extent such damages were caused by any negligent act or omission of Walberg or anyone for whose acts Walberg is liable. The Contracting Party shall indemnify and hold harmless Walberg from damages to the extent such damages were caused by any negligent act or omission of the Contracting Party or anyone for whose acts the Contracting Party is liable.

o. If any legal action or proceeding arising out of or relating to the Work under this Proposal or under any Agreement for the performance of the Work is brought by either the Contracting Party or Walberg, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, its attorney's fees, expert's fees, which may be awarded both as an element of damages and under any applicable statute, costs of suit, and other expenses incurred in the action or proceeding by the prevailing party.

p. In the event of an increase in the cost of any materials to be incorporated into the Work or used in the performance of the Work including, without limitation, construction materials and/or fuel, increases by more than five (5) percent over the amount included in Walberg's bid, the difference between the bid amount and the actual cost paid by Walberg for said materials shall be paid to Walberg as an equitable adjustment in the contract price.

q. This Proposal may be withdrawn by Walberg if not accepted by the Contracting Party with thirty (30) days of the date on which this Proposal is signed by Walberg.

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Walberg Inc.

California Contractor's License Number: 898860

r. This document supersedes all other contract documents.

CONTRACTING PARTY

(Company Name, Entity)

Dated: _____

(Signature)

(Print Name)

WALBERG, INC., a California corporation

Dated: _____

Raymond B. Walberg, Vice President

Proposal

M. Roethler General Engineering

PO Box 828

License # 1059314

Paradise, CA 95967

530-809-6946

5/15/2020

Site Id:

Customer ID:

Expiration Date:

8770 Skyway

Paradise Irrigation [

5/30/2020

Paradise Irrigation Dist

8770 Skyway

Paradise, CA 95969

Ewest@paradiseirrigation.com

| Salesperson | Job | Payment Terms | Due Date |
|----------------|---------------------|---------------|----------|
| Mauny Roethler | Fire Debris Removal | See Contract | TBD |

[illegible]

Contractor provides all tools and equipment necessary to complete above project per specification outlined on the Butte Recovers opt out program. The required steps will be taken to obtain the proper permits to perform this work. Quote excludes asbestos abatement, and tree removal. Contractor not responsible for damaging any unmarked unidentified utilities, damage to existing septic tanks and leach fields

To accept this quotation, sign here and return:

Thank you for your business!

PO Box 828 | Paradise, CA 95967 | 530.809-6946 | Mauny@rgeca.com

Agenda Page 38



PARADISE IRRIGATION DISTRICT

TO: Board of Directors

FROM: Kevin Phillips, District Manager

DATE: 5/15/2020

**RE: Disaster Recovery Management Services Agreement – Amendment 2
05/20/2020 Board of Directors Meeting**

Following is a letter from Consultant Sami Kader, Water Works Engineers, which outlines information regarding consideration of Amendment 2 to allow for continuation of the services being provided under the original Agreement through October of 2020, as well as additional scope of services.

The recommended form of motion for consideration is:

“I move to authorize approval of Amendment 2 and direct Staff to increase Water Works Engineers contract not-to-exceed amount to \$2,850,000.00 for disaster recovery engineering services being provided under the original Agreement dated March 14, 2019.”

May 14, 2020

Kevin Phillips
District Manager
Paradise Irrigation District
6332 Clark Road, Paradise, CA 95969

Principals
John Matta, P.E.
Ben Lee, P.E.
Sami Kader, P.E.
Mike. Fisher, P.E.
Rob Bryant, P.E.

RE: Disaster Recovery Management Services Agreement – Amendment 2

Dear Mr. Phillips:

In March 2019, Water Works Engineers was contracted on a time and materials contract, not to exceed \$1M, to perform Recovery Engineering services. As anticipated at the time of the Agreement, the exact definition of those services has changed over time as we have established the protocols and programs by which we are testing and clearing the water system for returning the system to potability, supporting rebuilding efforts, replacing system components and infrastructure, and working through various grant application processes. Amendment 1, issued in October 2019, extended our services with an estimated duration of working through June of 2020. Changes in service needs for the project have resulted in Amendment 1 only lasting through May 2020. This Amendment 2 is to allow for continuation of the services being provided under the original Agreement through October of 2020 as well as additional scope of services as follows:

1. Continued Program Management and GIS maintenance for the Recovery Program
2. Planning and Support of Long-Term System Surveillance Support
3. Continued Contract Management of the Service Lateral Replacement Program
4. Development of Bid Documents for the Customer Water Meter Replacement Project

The original contract budget and budget amendments are summarized below:

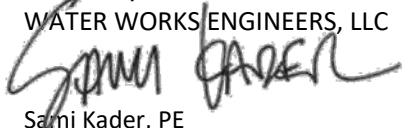
| Subtask | Title | Contract Budget | Amendment 1 Budget | Amendment 2 Budget | Total Project Budget |
|---------|--|-----------------|--------------------|------------------------|----------------------|
| 1 | Program Management | \$435,000 | \$215,000 | \$185,000 | \$835,000 |
| 2 | Recovery Planning | \$155,000 | \$0 | -\$14,000 ¹ | \$141,000 |
| 3 | Testing and Recovery of Existing Distribution System | \$410,000 | \$410,000 | \$105,000 | \$925,000 |
| 4 | Permanent Work Assistance | \$0 | \$375,000 | \$554,000 | \$929,000 |
| 5 | Temporary Reservoir B Project | \$0 | \$0 | \$20,000 | \$20,000 |
| | Project Total | \$1,000,000 | \$1,000,000 | \$850,000 | \$2,850,000 |

1. This subtask under-ran previous project budget and the budget is being reduced to reflect that under-run.

The attached Amendment and attachments detail the scope and fee basis for this request. Thank you for your consideration of this Amendment 2. Please let me know if you have any questions or need anything additional.

Very Truly Yours

WATER WORKS ENGINEERS, LLC



Sami Kader, PE
Principal Engineer, Program Manager

AMENDMENT 2

TO THE AGREEMENT BETWEEN PARADISE IRRIGATION DISTRICT AND WATER WORKS ENGINEERS REGARDING PROGRAM MANAGEMENT SERVICES IN THE SUPPORT OF THE WATER SYSTEM RECOVERY PROJECT FOLLOWING THE 2018 CAMP FIRE DISASTER

This Amendment is made and entered into this 20th day of May 2020 by Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code (“District”) and Water Works Engineers, LLC (“Consultant”). District and Consultant are collectively referred to as “Parties”.

RECITALS

Whereas, on March 14th, 2019, parties entered into an Agreement for Program Management Services for the Water System Recovery Project (“Agreement”)

Whereas, on September 27th, 2019, parties Amended that Agreement with Amendment 1

Whereas, since that time, parties have identified additional work that must be performed; and

Whereas in accordance with Paragraph XIII of the Agreement, the parties desire to modify the Agreement to reflect changes in the scope of work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. Paragraph III (B)(1) shall be amended to state:

Consultant shall be solely responsible for satisfactorily completing the Project, including those tasks described in Exhibit A, Exhibit A – Amendment 1, and Exhibit A – Amendment 2.

2. Consultant shall supervise and direct the work to the best of Consultant’s ability and give all attention for such proper supervision and direction.

2. Paragraph VI (A) shall be amended to state:

Payment: Consultant will be paid on a time and materials basis in an amount “not to exceed” \$2,850,000 for the Project and work to be performed in Exhibit A, Exhibit A – Amendment 1 and Exhibit A – Amendment 2. No Work in addition to the work described in this Agreement, including Exhibits, shall be performed by Consultant without prior written authorization by District as provided for in section IX of the Agreement. Progress payments shall be made monthly for work completed based upon the billing rates contained in the Schedule of Rates/Fees attached hereto as Exhibit B, Exhibit B – Amendment 1 and Exhibit B – Amendment 2.

Except as modified herein, the provisions of the March 14, 2019 Agreement shall apply.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

Signature

Sami Kader, Principal

ATTEST:

Printed Name and Title

TAXPAYER ID 20-3148271

Business Type:

Corporation ☐ Yes ☐ No

Other: LLC

(Complete W-9 enclosed)

PARADISE IRRIGATION DISTRICT

ATTEST:

Georgeanna Borrayo, District Secretary

Kevin Phillips, District Manager

Attachments:

Exhibit A – Amendment 2: Consultant’s Scope of Work

Exhibit B – Amendment 2: Consultant’s Schedule of Fees

Exhibit C – Amendment 2: Insurance Requirements

EXHIBIT A – AMENDMENT 2

Scope of Work to be performed by the Consultant

(see attached)

EXHIBIT A – AMENDMENT 2:

SCOPE OF WORK

The following services will be provided by ENGINEER for this project under this Amendment:

REASON FOR AMENDMENT 2

Water Works Engineers was contracted on a time and materials contract, not to exceed \$1M, to perform Recovery Engineering services starting in March of 2019. Over execution of that Agreement, the exact definition of those services has changed over time as we have established the protocols and programs by which we are testing and clearing the water system for returning the system to potability, supporting rebuilding efforts, and working through various grant application processes. Amendment 1 extended our services with an estimated duration of working through June of 2020. Changes in service needs for the project have resulted in Amendment 1 only lasting through May 2020. This Amendment 2 is to allow for continuation of the services being provided under the original Agreement through October of 2020 as follows:

SUBTASK 1 – PROGRAM MANAGEMENT

Under this subtask, ENGINEER will provide the following services:

SUBTASK 1.1 – PROJECT MANAGEMENT THROUGH OCTOBER 2020

Because the extent of Program Management needs going into 2021 are as of yet undetermined, and the original scope of work for the project covered Program Management from March through October 2019, with Amendment 1 extending those services through May of 2020. This scope of work covers Program Management for May through October 2020. As work continues through October, we will assess upcoming Program Management needs and budget for those under future tasks. October of 2020 was selected for two reasons: 1) we expect that subtask 4.1 will be complete by that time; 2) we expect that subtask 4.3 will be ready to move to construction phase at or near that time and we can better assess needs for the support of construction activities for that project; 3) we will have, at that time, gone through approximately 6 months of system surveillance under Subtask 3.5 and will have a better idea of the long term support needs for that work.

1.1.1 Meetings through October 2020

ENGINEER will attend planning meetings, meetings with regulators, Board of Directors meetings and public meetings as required to support PID in the recovery process and manage the various contractors and service providers required to accomplish the work. Assumes an average of 1 on-site meeting/week for 10 months (40 meetings) with 2 people (PM and Deputy PM) in attendance.

1.1.2 Communication through October 2020

ENGINEER will work with CLIENT to provide support in communicating the recovery plan to all project stakeholders and to the public. This will include producing communication materials, leading public information workshops, providing input on District website updates, etc.

1.1.3 Scheduling through October 2020

ENGINEER will develop and maintain an overall Program CPM Schedule which will track all Program activities. Schedule will be maintained and updated on a bi-weekly basis and shared with the CLIENT.

1.1.4 Cost Tracking through October 2020

ENGINEER will develop and maintain an overall Program Cost Estimate and maintain updates to the costs as the Program is executed.

1.1.5 Oversight of Recovery Program Management Team through October 2020

ENGINEER will provide oversight of all members of the Recovery Program Management Team, including ENGINEER staff and subconsultants to coordinate and orchestrate all project activities.

1.1.6 Documentation and Reporting through October 2020

ENGINEER will keep and maintain all records and documentation required by FEMA and CalOES. A monthly report of activities will be provided with each invoice.

SUBTASK 1.2 – GIS MAINTENANCE

ENGINEER will engage Websoft Developers (Websoft) to continue to host and maintain the GIS system for use in planning, executing and communicating progress on the Recovery Plan. The GIS system will continue to be hosted by Websoft Developers and all project stakeholders will have access (including weekly updates to the CLIENT website). Websoft Developers will add to the public GIS to include a map of the ongoing surveillance monitoring as described in Subtask 3.5.

SUBTASK 3 – TESTING AND RECOVERY OF EXISTING DISTRIBUTION SYSTEM

ENGINEER will assist in the ongoing surveillance monitoring of the existing distribution system as follows:

SUBTASK 3.5 LONG-TERM SYSTEM SURVEILLANCE SUPPORT

ENGINEER will, in coordination with CLIENT staff, prepare a plan for long-term surveillance of water quality in the PID distribution mains. Once plan has been developed and agreed to, ENGINEER will assist in plan implementation, including sample route planning, data management, quality control and data communication through GIS (reference Subtask 1.2). CLIENT will perform all field sampling and manage and pay for all laboratory testing services and sample transport.

SUBTASK 4 – PERMANENT WORK ASSISTANCE

Water Works Engineers will provide project management assistance in the replacement of damaged infrastructure with the following permanent work assistance tasks:

SUBTASK 4.1 LATERAL REPLACEMENT PROGRAM CONTRACT MANAGEMENT

Provide continued field management of Service Lateral Replacement Program Contractor. Includes: Development of replacement location lists with 2-3 week look-ahead, coordination with PID staff, pre-construction conference and weekly construction meeting leadership, daily inspection of service lateral

replacements, documentation of service lateral replacements, tracking of Contractor unit production for all unit price items, schedule tracking, processing of payment applications, handling field questions from Contractor. We have estimated that 600 additional service laterals will be replaced through this contract (approximately 200 have been completed through end of April, 2020) at a rate of 100 per month (current production rate being performed by contractor). This will require the services of our field inspection team for 6 more months.

SUBTASK 4.3 CUSTOMER WATER METER REPLACEMENT PROJECT PROCUREMENT

ENGINEER shall prepare and manage the acquisition of bids for the procurement of new water meters and AMR/AMI system for automated meter reading as well as the procurement of an installation contractor to install the meters and backflow prevention assemblies for all services to the standing structures (approximately 1500) and the services which have been replaced either by PID or by the contractor managed under subtask 4.1 through the end of that construction contract (approximately 1100 in total, between PID and the contractor). The total meter replacement project is expected to be between 2600-3000 replacement meters. The program will be split into two contracts, one to procure the meters and AMI/AMR system equipment, and a second to install the meters and backflow preventers at the services. ENGINEER will develop contract documents, specifications, plans and details for the procurement of both contracts. ENGINEER will manage the bidding for both contracts. Once the meters have been purchased by CLIENT and the installation contractor has been procured, ENGINEER will develop the scope and fee proposal to provide construction contract management and inspections under a separate change order to this contract. This subtask at this time only includes the engineering support for the procurement of the meters and the installation contractor.

SUBTASK 5 - TEMPORARY RESERVOIR B PROJECT

ENGINEER will provide services in the planning and implementation, if necessary, of a temporary water storage solution at the Reservoir B Site, which was destroyed in the Camp Fire.

SUBTASK 5.1 TEMPORARY RESERVOIR B PRELIMINARY DESIGN REPORT

Provided preliminary design of a temporary storage solution for Reservoir B in the event that the Reservoir B Replacement project cannot move forward in the timeframes needed to support community development.

PROJECT SCHEDULE

Work on all subtasks will run from May 2020 through October of 2020.

EXHIBIT B – AMENDMENT 2

Compensation is based on the following schedule of rates and fees

(see attached)

EXHIBIT B – AMENDMENT 2: FEE

ENGINEERING FEE

Payment for Subtasks 1 through 5 will be on a Time and Expense basis and invoiced in accordance with the Hourly Wage Rates in the following table.

| Classification | Title | Hourly |
|----------------|-----------------------------------|----------|
| AA | Administrative | \$105.06 |
| T1 | CADD Tech 1 | \$87.55 |
| T2 | CADD Tech 2 | \$118.45 |
| T3 | CADD Tech 3 | \$145.23 |
| I1 | Field Inspector | \$145.23 |
| I2 | Senior Inspector | \$156.56 |
| I3 | Supervising Inspector | \$175.10 |
| E1 | Staff Engineer | \$130.81 |
| E2 | Associate Engineer | \$159.65 |
| E3 | Project / Structural Engineer | \$180.25 |
| E4 | Senior Project Engineer / Manager | \$209.09 |
| E5 | Principal Engineer | \$242.05 |

Notes:

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2020. A 3% increase will be added for any services performed in each year thereafter.

Total Budget for each task will be as follows:

| Subtask | Title | Contract Budget | Amendment 1 Budget | Amendment 2 Budget | Total Project Budget |
|---------|--|-----------------|--------------------|------------------------|----------------------|
| 1 | Program Management | \$435,000 | \$215,000 | \$185,000 | \$835,000 |
| 2 | Recovery Planning | \$155,000 | \$0 | -\$14,000 ¹ | \$141,000 |
| 3 | Testing and Recovery of Existing Distribution System | \$410,000 | \$410,000 | \$105,000 | \$925,000 |
| 4 | Permanent Work Assistance | \$0 | \$375,000 | \$554,000 | \$929,000 |
| 5 | Temporary Reservoir B Project | \$0 | \$0 | \$20,000 | \$20,000 |
| | Project Total | \$1,000,000 | \$1,000,000 | \$850,000 | \$2,850,000 |

1. This subtask under-ran previous project budget and the budget is being reduced to reflect that under-run.

A detailed breakdown of the engineering costs summarized above is presented on the following page.

Water Works Engineers Fee Estimate

Client Paadise Irrigation District
Project Disaster Recovery Management Services
Task Order No Amendment 2
Prepared by Kader
Date 4/30/2020



| Year | | | | Hours and Fee | | | | | | | | | | | | |
|----------------------------------|-------------------------|-------------|-------|--------------------------------------|-----------|-----------------|----------|---------------------------------------|----------|-----------------------------|-----------|--|----------|---------------------------|----------|----------|
| | | | | Subtask 1.1 | | Subtask 1.2 | | Subtask 3.5 | | Subtask 4.1 | | Subtask 4.3 | | Subtask 5.1 | | |
| | | | | 2020 | | 2020 | | 2020 | | 2020 | | 2020 | | 2020 | | |
| | | | | Project Management through June 2020 | | GIS Maintenance | | Long Term System Surveillance Support | | Lateral Replacement Project | | Customer Water Meter Replacement Project | | Temporary Reservoir B PDR | | |
| 2020 Total Hours | | | | hrs | fee | hrs | fee | hrs | fee | hrs | fee | hrs | fee | hrs | fee | |
| Classification | Title | Hourly Rate | | | | | | | | | | | | | | |
| AA | Administrative | \$105.06 | 30 | 30 | \$3,152 | | | | | | | | | | | |
| T1 | Drafter/Jr. Technician | \$87.55 | 960 | | | | | | 960 | \$84,048 | | | | | | |
| T2 | Designer/Sr. Technican | \$118.45 | 80 | | | | | | | | 80 | \$9,476 | | | | |
| T3 | Senior Designer | \$145.23 | - | | | | | | | | | | | | | |
| I1 | Field Inspector | \$141.11 | - | | | | | | | | | | | | | |
| I2 | Senior Inspector | \$156.56 | 1,200 | | | | | | 1200 | \$187,872 | | | | | | |
| I3 | Supervising Inspector | \$175.10 | - | | | | | | | | | | | | | |
| E1 | Staff Engineer | \$130.81 | 600 | | | | | | | | 600 | \$78,486 | | | | |
| E2 | Associate Engineer | \$159.65 | 596 | | | 80 | \$12,772 | 416 | \$66,414 | | | | | 100 | \$15,965 | |
| E3 | Project Engineer | \$180.25 | 900 | | | | | | | 600 | \$108,150 | 300 | \$54,075 | | | |
| E4 | Senior Project Engineer | \$209.09 | - | | | | | | | | | | | | | |
| E5 | Principal Engineer | \$242.05 | 656 | 600 | \$145,230 | | | | | | | 40 | \$9,682 | 16 | \$3,873 | |
| Expenses | | | | | | | | | | | | | | | | |
| | WWE Expenses | | | | \$1,471 | | \$207 | | \$78 | \$18,118 | | \$2,074 | | | \$147 | |
| Subconsultants | | | | | | | | | | | | | | | | |
| | Websoft Developers | | | | | | \$20,000 | | | | | | | | | |
| | Remedy Engineering | | | | | | | | \$35,000 | | | | | | | |
| Subconsultant/Expense Markup | | | | 10% | | \$147 | | \$2,021 | | \$3,508 | | \$1,812 | | \$207 | \$15 | |
| Annual Increase for WWE rates of | | | | 3% | | | | | | | | | | | | |
| Subtask Totals | | | | | 630 | \$150,000 | 80 | \$35,000 | 416 | \$105,000 | 2760 | \$400,000 | 1020 | \$154,000 | 116 | \$20,000 |

Subtask 1 \$185,000
Subtask 2 \$ (14,000) *this subtask under-ran previous project budget
Subtask 3 \$105,000
Subtask 4 \$554,000
Subtask 5 \$20,000

| Amendment 2 Total | |
|-------------------|-----------|
| Hours | Fee |
| 5022 | \$850,000 |

200
450
170
-30 old
590
0.23076923

EXHIBIT C – AMENDMENT 2

INSURANCE REQUIREMENTS

Consultant agrees with the Paradise Irrigation District that:

- a) By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Consultant and subconsultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- b) Consultant will file with the Paradise Irrigation District before beginning work, certificates of insurance and policy endorsements satisfactory to the Paradise Irrigation District evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Paradise Irrigation District. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Paradise Irrigation District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Paradise Irrigation District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant agrees to waive subrogation which any insurer may acquire by virtue of payment of any loss. Consultant shall obtain any endorsement necessary to affect this waiver of subrogation.
- c) Consultant shall maintain errors and omissions liability insurance appropriate to the Consultant's profession of no less than \$1,000,000 per claim and aggregate for this project.
- d) Insurance must be maintained for at least five years after completion of contract work.

AMENDMENT 2

Paradise Irrigation District and Water Works Engineers
Program Management Services for Water System Recovery Project

If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Paradise Irrigation District at least ten (10) days prior to the expiration date.

Signature of Consultant's Authorized Official:

Name and Title of Consultant's Authorized Official:

Sami Kader, Principal

Date: _____

AMENDMENT 2

Paradise Irrigation District and Water Works Engineers
Program Management Services for Water System Recovery Project

AMENDMENT NO. 1 TO AGREEMENT
PROGRAM MANAGEMENT SERVICES FOR
WATER SYSTEM RECOVERY PROJECT

SEPTEMBER 27, 2019

(see attached)

AMENDMENT 1

TO THE AGREEMENT BETWEEN PARADISE IRRIGATION DISTRICT AND WATER WORKS ENGINEERS REGARDING PROGRAM MANAGEMENT SERVICES IN THE SUPPORT OF THE WATER SYSTEM RECOVERY PROJECT FOLLOWING THE 2018 CAMP FIRE DISASTER

This Amendment is made and entered into this 27th day of September 2019 by Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code ("District") and Water Works Engineers, LLC ("Consultant"). District and Consultant are collectively referred to as "Parties".

RECITALS

Whereas, on March 14th, 2019, parties entered into an Agreement for Program Management Services for the Water System Recovery Project ("Agreement")

Whereas, since that time, parties have identified additional work that must be performed; and

Whereas in accordance with Paragraph XIII of the Agreement, the parties desire to modify the Agreement to reflect changes in the scope of work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. Paragraph III (B)(1) shall be amended to state:

Consultant shall be solely responsible for satisfactorily completing the Project, including those tasks described in Exhibit A, and Exhibit A – Amendment 1. Consultant shall supervise and direct the work to the best of Consultant's ability and give all attention for such proper supervision and direction.

2. Paragraph VI (A) shall be amended to state:

Payment: Consultant will be paid on a time and materials basis in an amount "not to exceed" \$2,000,000 for the Project and work to be performed in Exhibit A and Exhibit A – Amendment 1. No Work in addition to the work described in this Agreement, including Exhibits, shall be performed by Consultant without prior written authorization by District as provided for in section IX of the Agreement. Progress payments shall be made monthly for work completed based upon the billing rates contained in the Schedule of Rates/Fees attached hereto as Exhibit B and Exhibit B – Amendment 1.

Except as modified herein, the provisions of the March 14, 2019 Agreement shall apply.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

Signature

Sami Kader, Principal

ATTEST:

Printed Name and Title

TAXPAYER ID 20-3148271

Business Type:

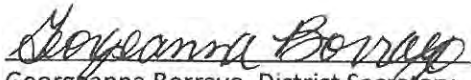
Corporation ☐ Yes ☐ No

Other: LLC

(Complete W-9 enclosed)

PARADISE IRRIGATION DISTRICT

ATTEST:


Georgeanna Borrayo, District Secretary


Kevin Phillips, District Manager

Attachments:

Exhibit A – Amendment 1: Consultant's Scope of Work

Exhibit B – Amendment 1: Consultant's Schedule of Fees

Exhibit C – Amendment 1: Insurance Requirements

EXHIBIT A – AMENDMENT 1

Scope of Work to be performed by the Consultant

(see attached)

AMENDMENT 1

Paradise Irrigation District and Water Works Engineers

Program Management Services for Water System Recovery Project

EXHIBIT A – AMENDMENT 1:

SCOPE OF WORK

The following services will be provided by ENGINEER for this project under this Amendment:

REASON FOR AMENDMENT 1

Water Works Engineers was contracted on a time and materials contract, not to exceed \$1M, to perform Recovery Engineering services starting in March of 2019. Over execution of that Agreement, the exact definition of those services has changed over time as we have established the protocols and programs by which we are testing and clearing the water system for returning the system to potability, supporting rebuilding efforts, and working through various grant application processes. This Amendment 1 is to allow for continuation of the services being provided under the original Agreement through June of 2020 as follows:

SUBTASK 1 – PROGRAM MANAGEMENT

Under this subtask, ENGINEER will provide the following services:

SUBTASK 1.1 – PROJECT MANAGEMENT THROUGH JUNE 2020

Because the extent of Program Management needs for the second half of 2020 and 2021 are as of yet undetermined, and the original scope of work for the project covered Program Management from March through December 2019, this scope of work covers Program Management for January through June 2020. As the first half of 2020 is completed, we will assess upcoming Program Management needs for the second half of 2020 and 2021 and budget for those under future tasks.

1.1.1 Meetings through June 2020

ENGINEER will attend planning meetings, meetings with regulators, Board of Directors meetings and public meetings as required to support PID in the recovery process and manage the various contractors and service providers required to accomplish the work. Assumes an average of 1 on-site meeting/week for 10 months (40 meetings) with 2 people (PM and Deputy PM) in attendance.

1.1.2 Communication through June 2020

ENGINEER will work with CLIENT to provide support in communicating the recovery plan to all project stakeholders and to the public. This will include producing communication materials, leading public information workshops, providing input on District website updates, etc.

1.1.3 Scheduling through June 2020

ENGINEER will develop and maintain an overall Program CPM Schedule which will track all Program activities. Schedule will be maintained and updated on a bi-weekly basis and shared with the CLIENT.

1.1.4 Cost Tracking through June 2020

ENGINEER will develop and maintain an overall Program Cost Estimate and maintain updates to the costs as the Program is executed.

1.1.5 Oversight of Recovery Program Management Team 2020

ENGINEER will provide oversight of all members of the Recovery Program Management Team, including ENGINEER staff and subconsultants to coordinate and orchestrate all project activities.

1.1.6 Documentation and Reporting 2020

ENGINEER will keep and maintain all records and documentation required by FEMA and CalOES. A monthly report of activities will be provided with each invoice.

SUBTASK 1.2 – GIS MAINTENANCE

Water Works Engineers will engage Websoft Developers (Websoft) to continue to maintain the GIS system for use in planning, executing and communicating progress on the Recovery Plan. The GIS system will continue to be hosted by Websoft Developers and all project stakeholders will have access (including weekly updates to the CLIENT website). The GIS system will encompass the following:

SUBTASK 3 – TESTING AND RECOVERY OF EXISTING DISTRIBUTION SYSTEM

Water Works Engineers will manage the continued testing and categorization of the existing system infrastructure. This includes testing all remaining mains, service laterals which serve standing structures and other system infrastructure in support of lifting the Water Quality Advisory to all standing structures. This effort includes the following subtasks:

SUBTASK 3.1 PLANNING AND MANAGEMENT OF FIELD ACTIVITIES – SYSTEM TESTING

Field management of PID, Mutual Aid and other staff assigned to testing and sampling of the existing infrastructure. Daily direction of staff on where to go, what activities to do, and documentation and tracking of all field activities.

SUBTASK 3.2 SAMPLE ROUTE PLANNING AND IMPLEMENTATION

Planning upcoming sampling routes to maximize efficiency and effectiveness of the sampling program.

SUBTASK 3.3 FIELD SAMPLING MANAGEMENT

Management of all field collected data, including chain of custody, quality control checks, laboratory management, data validation, etc. Does not include laboratory fees (paid directly to the labs by PID).

SUBTASK 3.4 DATA MANAGEMENT AND ANALYSIS

Review and manipulation of all field data to translate data from laboratory analysis reports to Data Warehouse and GIS. Quality control and validation of laboratory data. Data reduction in order to determine status of individual locations with regards to lifting the Water Quality Advisory.

SUBTASK 4 – PERMANENT WORK ASSISTANCE

Water Works Engineers will manage the continued testing and categorization of the existing system infrastructure. This includes testing all remaining mains, service laterals which serve standing structures and other system infrastructure in support of lifting the Water Quality Advisory to all standing structures. This effort includes the following subtasks:

SUBTASK 4.1 LATERAL REPLACEMENT PROGRAM CONTRACT MANAGEMENT

Field management of Service Lateral Replacement Program Contractor. Includes: Development of replacement location lists with 2-3 week look-ahead, coordination with PID staff, pre-construction conference and weekly construction meeting leadership, daily inspection of service lateral replacements, documentation of service lateral replacements, tracking of Contractor unit production for all unit price items, schedule tracking, processing of payment applications, handling field questions from Contractor.

SUBTASK 4.2 RESERVOIR B REPLACEMENT FUNDING APPLICATION

ASSISTANCE

Providing all needed support in pursuit of USDA grant including grant funding application processing, meeting with USDA to review grant requirements, etc. Includes re-packaging of existing Reservoir B replacement design for bidding under USDA program. Does not include construction project management for the bidding and construction of the reservoir replacement. This will be funded along with the grant and scoped as a future subtask by future change order.

PROJECT SCHEDULE

Program Management, as defined in Subtask 1, will run from October 2019 through June of 2020. Subtask 3 – Testing and Recovery of Existing Distribution System will run from October of 2019 through March of 2020. Subtask 4 – Permanent Work Assistance will run from October of 2019 through June of 2020.

EXHIBIT B – AMENDMENT 1

Compensation is based on the following schedule of rates and fees

(see attached)

AMENDMENT 1

Paradise Irrigation District and Water Works Engineers

Program Management Services for Water System Recovery Project

EXHIBIT B- FEE

ENGINEERING FEE

Payment for Subtasks 1 through 3 will be on a Time and Expense basis and invoiced in accordance with the Hourly Wage Rates in the following table.

| Classification | Title | Hourly |
|----------------|-----------------------------------|--------|
| AA | Administrative | \$102 |
| T1 | CADD Tech 1 | \$85 |
| T2 | CADD Tech 2 | \$115 |
| T3 | CADD Tech 3 | \$141 |
| I1 | Field Inspector | \$137 |
| I2 | Senior Inspector | \$152 |
| I3 | Supervising Inspector | \$170 |
| E1 | Staff Engineer | \$127 |
| E2 | Associate Engineer | \$155 |
| E3 | Project / Structural Engineer | \$175 |
| E4 | Senior Project Engineer / Manager | \$203 |
| E5 | Principal Engineer | \$235 |

Notes:

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2019. A 3% increase will be added for any services performed in each year thereafter.

Total Budget for each task will be as follows:

| Subtask | Title | Contract Budget | Amendment 1 Budget |
|---------|--|-----------------|--------------------|
| 1 | Program Management | \$435,000 | \$215,000 |
| 2 | Recovery Planning | \$155,000 | \$0 |
| 3 | Testing and Recovery of Existing Distribution System | \$410,000 | \$410,000 |
| 4 | Permanent Work Assistance | \$0 | \$375,000 |
| | Project Total | \$1,000,000 | \$1,000,000 |

A detailed breakdown of the engineering costs summarized above is presented on the following page.

Water Works Engineers Fee Estimate

Client Paadise Irrigation District
 Project Disaster Recovery Management Services
 Task Order No Amendment 1
 Prepared by Kader
 Date 9/27/2019



| | | | Hours and Fee | | | | | | | | | | | | | |
|------------------------------|----------------------------------|-------------|--------------------------------------|-----------|-----------------|----------|--|-----------|--|-----------|---------------------------|----------|------------------------------|----------|---|-----------|
| | | | Subtask 1.1 | | Subtask 1.2 | | Subtask 3.1 | | Subtask 3.2 | | Subtask 3.3 | | Subtask 3.4 | | Subtask 4.1 | |
| Year | | | 2020 | | 2020 | | 2019.5 | | 2019.5 | | 2019.5 | | 2019.5 | | 2020 | |
| | | | Project Management through June 2020 | | GIS Maintenance | | Planning and Management of Field Activities - System Testing | | Sample Route Planning and Implementation | | Field Sampling Management | | Data Management and Analysis | | Lateral Replacement Program Contract Management | |
| | | | hrs | fee | hrs | fee | hrs | fee | hrs | fee | hrs | fee | hrs | fee | hrs | fee |
| Water Works Engineers | | | | | | | | | | | | | | | | |
| Classification | Title | Hourly Rate | | | | | | | | | | | | | | |
| AA | Administrative | \$102 | 30 | | | | | | | | | | | | | |
| T1 | Drafter/Jr. Technician | \$85 | 110 | | | | | | | | | | | | | |
| T2 | Designer/Sr. Technician | \$115 | 120 | | | | | | | | | | | | | |
| T3 | Senior Designer | \$141 | - | | | | | | | | | | | | | |
| I1 | Field Inspector | \$137 | - | | | | | | | | | | | | | |
| I2 | Senior Inspector | \$152 | 1,440 | | | | | | | | | | | | | |
| I3 | Supervising Inspector | \$170 | - | | | | | | | | | | | | | |
| E1 | Staff Engineer | \$127 | 770 | | | | | | | | | | | | | |
| E2 | Associate Engineer | \$155 | 240 | | | | | | | | | | | | | |
| E3 | Project Engineer | \$175 | 908 | | | | | | | | | | | | | |
| E4 | Senior Project Engineer | \$203 | 740 | | | | | | | | | | | | | |
| E5 | Principal Engineer | \$235 | 600 | | | | | | | | | | | | | |
| | | | 600 | \$145,230 | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | | | | |
| | WWE Expenses | | | \$1,471 | | \$336 | | \$9,656 | | \$685 | | | | \$270 | | \$3,523 |
| Subconsultants | | | | | | | | | | | | | | | | |
| | Websoft Developers | | | | | \$50,000 | | | | | | | | | | |
| | Remedy Engineering | | | | | | | | | | | | | | | |
| | Stantec | | | | | | | | | | \$50,000 | | | | | |
| Subconsultant/Expense Markup | | | | | | | | | | | | | | | | |
| | Annual Increase for WWE rates of | 10% | | \$147 | | \$5,034 | | \$966 | | \$69 | | \$5,000 | | \$27 | | \$352 |
| Subtask Totals | | | 630 | \$150,000 | 110 | \$65,000 | 1080 | \$200,000 | 770 | \$100,000 | 0 | \$55,000 | 308 | \$55,000 | 1700 | \$300,000 |

| Project Total | |
|---------------|-------------|
| Hours | Fee |
| 4958 | \$1,000,000 |

EXHIBIT C – AMENDMENT 1

INSURANCE REQUIREMENTS

Consultant agrees with the Paradise Irrigation District that:

- a) By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Consultant and subconsultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- b) Consultant will file with the Paradise Irrigation District before beginning work, certificates of insurance and policy endorsements satisfactory to the Paradise Irrigation District evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Paradise Irrigation District. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Paradise Irrigation District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Paradise Irrigation District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant agrees to waive subrogation which any insurer may acquire by virtue of payment of any loss. Consultant shall obtain any endorsement necessary to affect this waiver of subrogation.
- c) Consultant shall maintain errors and omissions liability insurance appropriate to the Consultant's profession of no less than \$1,000,000 per claim and aggregate for this project.
- d) Insurance must be maintained for at least five years after completion of contract work.

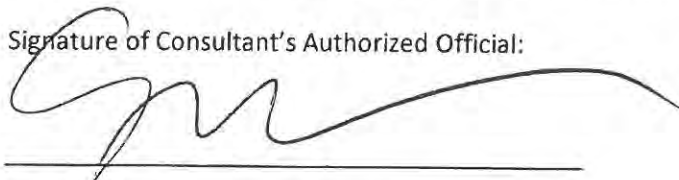
AMENDMENT 1

Paradise Irrigation District and Water Works Engineers

Program Management Services for Water System Recovery Project

If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Paradise Irrigation District at least ten (10) days prior to the expiration date.

Signature of Consultant's Authorized Official:



Name and Title of Consultant's Authorized Official:

Sami Kader, Principal

Date:

10/3/19

AMENDMENT 1

Paradise Irrigation District and Water Works Engineers
Program Management Services for Water System Recovery Project

**AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES FOR
WATER SYSTEM RECOVERY PROJECT**

MARCH 14, 2019

(see attached)

AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of March, 2019, by and between Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code ("District"), and **Water Works Engineers, LLC** ("Consultant"). District and Consultant are collectively referred to as "parties" or either individually as "party".

WITNESSETH:

- A. District desires to retain the professional services of a consultant to provide Disaster Recovery Management Services for restoration of water services to the Paradise Irrigation District Service Area.
- B. The duration of service for this contract is for 3 years from the date the Agreement is entered into, unless terminated earlier.
- C. The purpose of this project is for the Consultant to provide Program Management Services in the support of the development and implementation of a strategic plan to restore water services to the District following the 2018 Camp Fire Disaster.
- D. The initial work to be performed by Consultant is further described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference and is collectively referred to as the "Project". As the needs of the project develop, additional scope will be added by change order to this contract.
- E. Consultant desires to undertake the Project pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

I. SCOPE OF WORK

The Consultant shall be responsible for timely and satisfactorily completing work on the Project as defined in this Agreement and Exhibit "A".

II. SCHEDULE

The Project will be completed upon a mutually agreed schedule after execution of this Agreement and Consultant's receipt of written Notice to Proceed on the Project from the District. The parties agree to establish this schedule within five (5) days of receipt of written Notice to Proceed. Failure to do so shall result in termination of agreement without cost to District. Time is of the essence in completing the work contemplated herein.

III. RESPONSIBILITIES

A. District. The District's duties and rights in connection with this Project are as follows:

- 1) The District shall make staff available to the Consultant for purposes of conference discussion, reviewing submissions from the Consultant, providing background or other available factual information and/or suggestions relating to the work in a manner such that the Consultant may meet the Project completion schedule.
- 2) The District shall provide access to all District facilities upon request by the Consultant at a time and in the manner mutually agreed upon as required to accommodate the work of Consultant.
- 3) District shall tender payment in accordance with the provisions of Section VI(B).

B. Consultant. Consultant's duties and rights in connection with this Project are as follows:

- 1) Consultants shall be solely responsible for satisfactorily completing the Project, including those tasks described in Exhibit "A". Consultant shall supervise and direct the work and give all attention for such proper supervision and direction;
- 2) If Consultant furnishes labor or materials, or if Consultant incurs any expense on behalf of District, Consultant shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities, transportation, and all other facilities and services necessary for the completion of the work on the Project;
- 3) If this Agreement or any of the Exhibits hereto are ambiguous or at variance with each other, Consultant shall notify District promptly upon discovery of any such ambiguity or variance. District may reply in writing resolving the ambiguity or variance and Consultant agrees to comply with District's written interpretation. No claims or demands of Consultant for extra compensation as a result of changes in the work shall be authorized unless done in conformance with section VIII, below.
- 4) Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

- 5) All work performed by Consultant for District pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to experts and licensed professionals in the field for which Consultants services are retained. The standard of care and performance shall be equal to or greater than the standard of care and performance of other consultants engaging in the same or similar work.
- 6) Consultant shall be entitled to rely upon the accuracy of data and information provided by authorized staff of the District in writing; provided such reliance is consistent with professional standard of care.
- 7) Consultant agrees that it will conduct its work on the Project and perform its services in compliance with all applicable Federal, State and local laws, regulations and ordinances.

IV. WORK PRODUCT

The District, or its designee, shall at all times have access to the work product of the Consultant while Project is under preparation or in progress. Upon completion or termination of the Project, all drawings, documents, files and notes both in written and electronic format shall become property of the District, including without limitation all renderings, slides, sketches, plans, specifications, drafts, records, documents and other correspondence generated for or relied upon in connection with the Project. Any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at District's sole risk and without liability or legal exposure to Consultant or its subconsultants.

V. DESIGNATED REPRESENTATIVES

The Project shall be under direct control of **Sami Kader**, Consultant's Project Manager, to whom all questions may be directed. The District's representative will be its District Manager, **Kevin Phillips**, or his designee who will facilitate communication between the District's staff and Consultant.

VI. COMPENSATION

- A. Payment: Consultant will be paid on a time and materials basis in an amount "not to exceed" **\$1,000,000** for the Project and work to be performed in Exhibit "A". No work in addition to the work described in this Agreement, including Exhibits, shall be performed by Consultant without prior written authorization by District as provided for in section VIII, below. Progress payments shall be made monthly for work completed based upon the billing rates contained in the Schedule of Rates/Fees attached hereto as Exhibit "B" and incorporated herein by this reference.

- B. Time of Payment: District shall make payment to Consultant within thirty (30) days from the date of receipt of Consultant's invoice for undisputed amounts. Claims for payment of disputed amounts shall be handled in accordance with sections VIII and IXX, below. Consultant shall continue with work on the Project notwithstanding disputes as to payment. Acceptance of the Project, or some portion thereof, or payment to Consultant by District does not in any manner relieve Consultant of its obligations under this Agreement.

VII. TERM AND TIME FOR COMPLETION

This Agreement shall become effective on the date first written above and shall remain in effect until the Project has been satisfactorily completed unless sooner terminated in accordance with Article XI - Termination. Consultant will begin work upon receipt of written Notice to Proceed and will work diligently and continuously until satisfactory completion.

VIII. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement.

X. INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the District, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) (collectively "Claims") to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, excepting such injury or harm caused by District's sole or active negligence or willful misconduct, to the extent caused thereby. Consultant's indemnity obligation shall extend to Claims occurring after completion of the Project, as well as during the Project's progress.

Consultant specifically agrees that this indemnification agreement provides indemnity to District for any claims, damages or liability for injuries (including death) incurred or sustained by Consultant's own employees and those of Consultant's subconsultants.

Neither the termination of this Agreement, nor the completion or ending of the Project shall release Consultant from its obligations to indemnify as set forth above. Consultant's obligation to indemnify and its obligation to maintain liability and other insurance are separate and distinct. Consultant's obligation to indemnify is not restricted to insurance proceeds, if any, received by District or its directors, officers, employees, or authorized representatives.

XI. INSURANCE

- A. Consultant agrees to provide insurance coverage as set forth in Exhibit "C".

XII. TERMINATION

- A. TERMINATION FOR CONVENIENCE. District may terminate this Agreement with Consultant at any time without cause. District shall so notify Consultant in writing. Upon written notification, this Agreement shall be terminated and the Consultant shall immediately stop the Consultant's work on the Project, follow all District instructions, and mitigate all costs and damages. Provided Consultant is not in breach, District shall be responsible for all costs incurred by Consultant up to the date of termination without cause.
- B. TERMINATION FOR CAUSE: CONSULTANT PERFORMANCE AND THE BREACH THEREOF. The District may terminate this agreement and is relieved of the payment of any consideration to Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. Consultant shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If, at the end of the 30 days, remedy is not made or does not satisfy the default, the District shall notify the Consultant of the breach and thereby the termination of this contract. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Consultant under this agreement and the balance, if any, shall be retained by the District.

XIII. ENTIRE AGREEMENT

This writing, including Exhibits "A", "B", and "C" constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

XIV. INDEPENDENT CONSULANT

It is expressly understood and agreed by the parties that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the work shall be Consultant's employees or agents. District shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. Consultant shall be solely

liable to such employees and agents for losses, costs, damage or injuries by said employees or agents during the course of the work.

XV. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on the heirs, successors, executors, administrator and assigns of the parties; however, Consultant agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of District which may be withheld for any reason, in District's sole discretion.

XVI. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any other remedy provided by law.

XVII. NOTICES

All notices, statements, reports, approvals or requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivery personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Paradise Irrigation District
Attention: **Kevin Phillips**
6332 Clark Road
Paradise, CA 95969

CONSULTANT
Attention: **Sami Kader**
760 Cypress Ave., Suite 201
Redding, CA 96001

XVIII. SUBCONSULTANTS

Except for the subconsultants listed in Exhibit "A", no other subcontract shall be awarded or another outside consultant engaged by Consultant unless prior written approval is obtained from District, which may be withheld for any reason, in District's sole discretion. Payment to Consultant as provided in Exhibit "B" includes full payment for services to sub-consultants.

IXX. INTERPRETATION

Unless the context otherwise clearly requires, the terms in the body of this Agreement shall prevail over any inconsistent terms that may be found in the Exhibits hereto.

The parties have had a full and fair opportunity to negotiate and review the terms of this agreement with their respective legal counsel and, as a result, the normal rule of interpreting ambiguities against the drafting party shall not apply.

XX. DISPUTE RESOLUTION; JURISDICTION AND VENUE

In the event of dispute regarding interpretation or implementation of this Agreement, including without limitation disputes concerning payment, a District representative and Consultant representative shall endeavor to resolve the dispute by meeting in person within 30 days after the request of either party. If the dispute remains unresolved and unless the parties otherwise agree, the dispute may be resolved by litigation and any party may at its option pursue any available legal remedy. This Agreement shall be governed by and construed under the laws of the State of California. Jurisdiction and venue for any action brought to enforce or interpret the terms of this Agreement shall be in the Superior Court of the State of California in and for the County of Butte.

XXI. HAZARDOUS MATERIALS

In the event the Consultant or the District discover Hazardous Materials in any form at District's facilities, the Consultant and the District shall promptly confer with each other of the discovery, and the District and Consultant shall employ reasonable actions ensuring public, employee, and third party safety.

As used herein, Hazardous Materials means any hazardous or toxic substance, material, or waste, the storage, use, or disposition of which is or becomes regulated by any local governmental authority, the State of California, or the United States government.

XXII. FEMA REQUIREMENTS

A. Equal Employment Opportunity.

- 1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C.
3701-3708

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

XXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Consultant and the District agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A. Clean Air Act

- 1) The Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Consultant shall report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Consultant shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- 1) The Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Consultant shall report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Energy Efficiency

Consultant will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

XXV. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Consultant will execute the following certification:

The undersigned Consultant certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

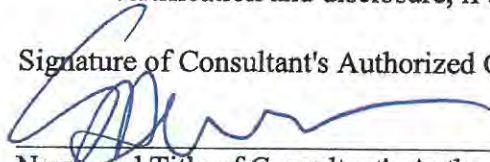
Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- D. Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official:



Name and Title of Consultant's Authorized Official:

Sami Kader, Principal

Date: 3/14/19

XXVI. PROCUREMENT OF RECOVERED MATERIALS

If applicable in the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

XVII. ACCESS TO RECORDS

- A. The Consultant shall provide CalOES, the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Consultant shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant shall provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

XXVIII. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO AND FLAGS

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.

XXIX. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Consultant acknowledges that FEMA financial assistance will be used to fund the Contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XXX. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

XXXI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

XXXII. SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, LABOR AREA SURPLUS FIRMS

Consultant shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor area surplus firms are used when possible, as set forth in 2 C.F.R. §200.321.

By execution of this CONTRACT the Consultant certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

ATTEST:

Printed Name and Title

Signature


Sami Kader, Principal

TAXPAYER ID 20-3148271

Business Type:

Corporation ☐ Yes ☐ No

Other: LLC

(Complete W-9 enclosed)

PARADISE IRRIGATION DISTRICT

ATTEST:


Georgeanna Borrayo, District Secretary


Kevin Phillips, District Manager

Attachments:

Exhibit A - Consultant's Scope of Work

Exhibit B - Consultant's Schedule of Fees

Exhibit C - Insurance Requirements

EXHIBIT A

Scope of Work to be performed by the Consultant

EXHIBIT A - SCOPE OF WORK

The following services will be provided by ENGINEER for this project:

SUBTASK 1 – PROGRAM MANAGEMENT

Under this subtask, ENGINEER will work with Paradise Irrigation District to define the key goals of the program. Goal setting will be done in a collaborative workshop manner with District Staff, Management and Board at a Program Kickoff Meeting. Following the kickoff meeting, within the framework of those goals, ENGINEER will lay out a step-wise approach to define program needs and identify the most pragmatic, effective and cost-efficient project approaches to addressing those needs. This will be documented in a Program Implementation Plan which will be written and submitted to PID for discussion and refinement. Using the Program Implementation Plan, ENGINEER will identify appropriate grant funding opportunities working in conjunction with the appropriate partners from FEMA, CalOES, SWRCB, etc. to ensure that projects are grant eligible and properly structured to be grant fundable. Based on the available funding and the requirements of that funding, projects will be planned and implemented. Project implementation will include grant coordination and administration as required as well as identification of the most appropriate procurement method for each project, procurement management for each project, and execution and close-out of each project which makes up the program. ENGINEER will conduct quarterly program review meetings in order to periodically revisit program goals to make sure we are on track with the expectations of all stakeholders.

Also under this subtask will be close support of PID Staff and Management by both the Program Manager and Grants Coordinator from the project team. For the purposes of budgeting for this proposal, it is assumed that both will attend weekly meetings in Paradise for the first 6 months of the project, then monthly for the remaining 30 months of the defined project timeframe. As the program develops, this level of effort can be adjusted as appropriate.

The third part of this task will be the engagement of our team of technical experts, including Brian Crane and the technical experts from Ramboll. We will establish technical advisory panels in consultation with Paradise Irrigation District as project needs arise. Those panels will meet via teleconference. The fee reflects up to ten 2-hour technical advisory panel teleconferences.

The Water Works Engineers Program Manager will also direct the efforts of the Project Engineering team, subconsultants, etc. We will bring the needed resources to bear on the project when they are needed.

| | |
|---------------------|--|
| Meetings | <ul style="list-style-type: none">• Program Kickoff Meeting• Weekly Recovery Team Meetings (6 months)• Monthly Recovery Team Meetings (30 months)• Quarterly Program Review Meetings (12 ea)• Technical Advisory Panel Teleconferences (10 ea) |
| Deliverables | <ul style="list-style-type: none">• Program Implementation Plan• Monthly Progress Reports |

SUBTASK 2 – DISTRIBUTION SYSTEM MODELING

A steady-state potable water distribution system model will be created using Innovyze's InfoWater model, a GIS-based platform. This model will be built using the MMS Mobile GIS database currently being developed by WebSoft Developers in conjunction with PID staff. Scenarios will be modeled with the goal of determining how the District can serve water flow, pressure and quality (as measured by water age) to return to pre-fire conditions.

1. Data Collection and Review

Available information from the District including existing water models, GIS models, water production data, unaccounted for water, pump data, water meter billing data, as built information, currently connected services, and distribution system settings. Information will be gathered by meeting at the District office and determining what is available with the assistance of the District.

2. Hydraulic Model Creation

- a. **Pipes.** The model pipelines will be based on GIS data from MMS Mobile. The GIS data includes the transmission and distribution system pipelines' diameter and material. The pipelines' data will be back checked against District as-builts as needed to confirm model set-up in preparation for updating loading demands.
- b. **Nodes.** Nodes will be placed at pipeline intersections. The node elevations will be created from topographic data using an assumed depth of cover.
- c. **Other Features.** The WTP, Pump Station 2, Reservoirs A-E, pressure reducing stations and altitude valves will be added to the model as well as interties.

3. Water Demands and Supply

If available, historic meter data will be used to develop water use factors for residential and commercial land uses. If not, water demand factors will be used from the 2015 Urban Water Management Plan (UWMP) for residential and commercial land uses. Each parcel will be assigned a residential or commercial use per land-use data from <https://www.townofparadisemapping.com> and parcel GIS data from MMS Mobile. The water demand per parcel will be allocated to the model nodes. The projected water use will be checked against historic water production data for validity.

4. Base Model Scenarios

The following scenarios will be analyzed in a steady state model. This projected amount of water used will be compared against actual water use records from the District, if available.

- a. **Pre-Fire Average Day Demand.** Non-vacant parcels using info from <https://www.townofparadisemapping.com> will be used to populate the water demands for this scenario. This will establish baseline modeling behavior of the system and can be validated using historic data.
- b. **Post-Fire Average Day Demand.** Parcels that have had a water service turned on per MMS Mobile GIS data will be used to populate the water demands for this scenario.

Once these two base scenarios have been created, then the scenarios will be operated in an Extended Period Simulation to model water age throughout the system by node. Where significantly longer water ages are observed in the post-fire model as compared to the pre-fire model, physical system improvements or changes to water operation procedures will be explored in the model and recommended to maintain the pre-fire water age at maximum during average day demand. A PID Distribution System Hydraulic Model Memorandum (draft and final) will be prepared to document the model creation and the results of the two base scenarios.

| | |
|---------------------|--|
| Meetings | <ul style="list-style-type: none"> Hydraulic Model Data Collection Meeting PID Distribution System Hydraulic Model Memorandum Review Meeting |
| Deliverables | <ul style="list-style-type: none"> Draft and Final PID Distribution System Hydraulic Model Memorandum InfoWater model files and .pdf documentation (not modeling software) |

SUBTASK 3 – VOC TESTING

Based on observations made and testing that has already been done by PID and SWRCB Division of Drinking Water, ENGINEER will develop a high density VOC data collection plan. This plan will be developed first in a workshop, then in a written plan. Following agreement on the VOC Data Collection Plan, ENGINEER will collect VOC data from the areas of concern identified. Up to 60 samples/10-hr day can be processed, at a total cost of \$60-80/sample. This initial scope is based on a four week mobilization to the site, with a total of up to 1200 samples in order to provide high density testing. We are assuming that PID staff will take the samples and deliver them to the testing van during this sampling period.

| | |
|---------------------|---|
| Meetings | <ul style="list-style-type: none"> High Density VOC Data Collection Workshop |
| Deliverables | <ul style="list-style-type: none"> VOC Data Collection Plan VOC Data Mapping Report |

PROJECT SCHEDULE

Program Management, as defined in Subtask 1, will be ongoing throughout the 36-month project schedule. Assuming timely support from PID Staff, Baseline Modeling and VOC Testing as defined in Subtask 2 and 3, will be completed within 90 days of Notice to Proceed.

EXHIBIT B

Compensation is based on the following schedule of rates and fees

EXHIBIT B - FEE

ENGINEERING FEE

Payment for Subtasks 1 through 3 will be on a Time and Expense basis and invoiced in accordance with the Hourly Wage Rates in the following table.

| Classification | Title | Hourly |
|----------------|-----------------------------------|--------|
| AA | Administrative | \$102 |
| T1 | CADD Tech 1 | \$85 |
| T2 | CADD Tech 2 | \$115 |
| T3 | CADD Tech 3 | \$141 |
| I1 | Field Inspector | \$137 |
| I2 | Senior Inspector | \$152 |
| I3 | Supervising Inspector | \$170 |
| E1 | Staff Engineer | \$127 |
| E2 | Associate Engineer | \$155 |
| E3 | Project / Structural Engineer | \$175 |
| E4 | Senior Project Engineer / Manager | \$203 |
| E5 | Principal Engineer | \$235 |

Notes:

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2019. A 3% increase will be added for any services performed in each year thereafter.

Total Budget for each task will be as follows:

| Subtask | Title | Budget |
|---------|------------------------------|-------------|
| 1 | Program Management | \$819,840 |
| 2 | Distribution System Modeling | \$99,960 |
| 3 | VOC Testing | \$80,200 |
| | Project Total | \$1,000,000 |

A detailed breakdown of the engineering costs summarized above is presented on the following page.

| | | | Hours and Fee | | | | | |
|------------------------------------|---------------------------|-------------------------|--------------------|------------------|------------------------------|-----------------|-------------|-----------------|
| | | | Subtask 1 | | Subtask 2 | | Subtask 3 | |
| | | | Program Management | | Distribution System Modeling | | VOC Testing | |
| | | | hrs | fee | hrs | fee | hrs | fee |
| Water Works Engineers | | | | | | | | |
| Classification | Title | 2019 Hourly Rate | | | | | | |
| AA | Administrative | \$102 | 480 | \$48,960 | | | | |
| T1 | Drafter/Jr. Technician | \$85 | | | | | | |
| T2 | Designer/Sr. Technician | \$115 | | | | | | |
| T3 | Senior Designer | \$141 | | | | | | |
| I1 | Field Inspector | \$137 | | | | | | |
| I2 | Senior Inspector | \$152 | | | | | | |
| I3 | Supervising Inspector | \$170 | | | | | | |
| E1 | Staff Engineer | \$127 | | | | | | |
| E2 | Associate Engineer | \$155 | | | 320 | \$49,600 | | |
| E3 | Project Engineer | \$175 | | | 120 | \$21,000 | | |
| E4 | Senior Engineer | \$203 | 1560 | \$316,680 | 120 | \$24,360 | 40 | \$8,120 |
| E5 | Principal | \$235 | 1680 | \$394,800 | 18 | \$4,230 | 24 | \$5,640 |
| Subconsultants and Expenses | | | | | | | | |
| | WWE Expenses | | | \$16,000 | | \$700 | | \$400 |
| | Brian Crane | | | \$8,000 | | | | |
| | Ramboll | | | \$30,000 | | | | |
| | Entanglement Technologies | | | | | | | \$60,000 |
| Subconsultant/Expense Markup | | 10% | | \$5,400 | | \$70 | | \$6,040 |
| Subtask Totals | | | 3720 | \$819,840 | 578 | \$99,960 | 64 | \$80,200 |

| Total Not to Exceed Fee (Subtasks 1-3) | |
|--|-------------|
| Hours | Fee |
| 4,362 | \$1,000,000 |

TO: Board of Directors

FROM: Colleen Boak, Water Works Engineers

DATE: May 15, 2020

RE: Conveyance of Pipeline – Children’s Community Charter School
May 20, 2020 Board of Directors Meeting

Children’s Community Charter School (CCCS) has completed the construction of a water main extension, public fire hydrant, and service stub as outlined in the terms of the Water Service Facilities Agreement (WFSA) herein attached, previously approved by the Board and executed by the District Manager in October of 2018.

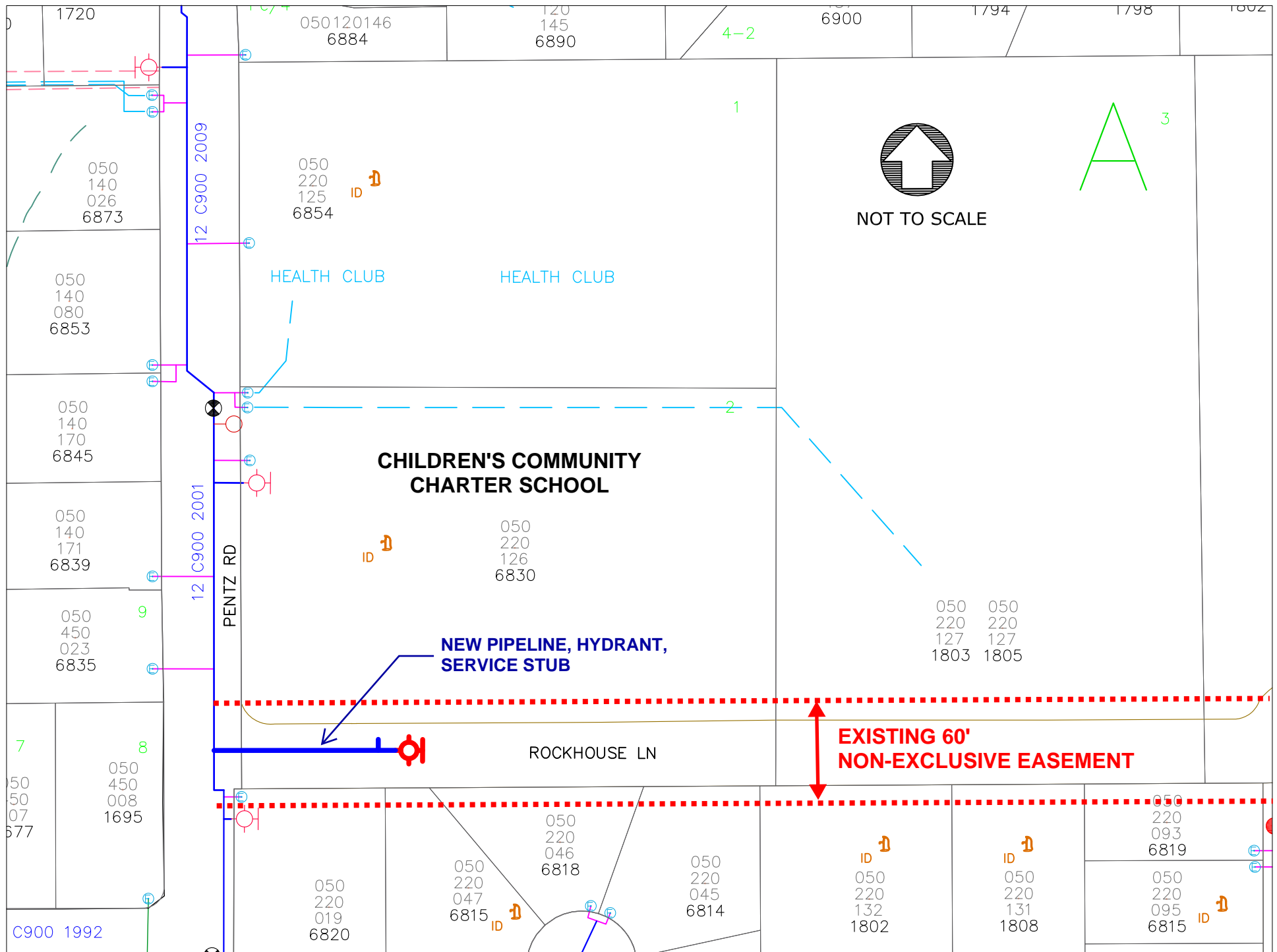
The additional infrastructure will serve to support improvements to the existing charter school located at 6830 Pentz Road, APN 050-220-126.

The improvements consisting of approximately 180’ of 8” water main, public hydrant appurtenances, and a flanged stub for future connection were constructed in accordance with Paradise Irrigation District Pipeline Specifications and all applicable standards, as confirmed by PID staff inspection. All improvements fell within an existing 60’ wide non-exclusive easement along Rockhouse Lane including proper setbacks, eliminating the need to establish any further easement access or conveyance.

In accordance with the terms of the previously executed WFSA, all PID costs associated with the review, processing, and acceptance of this Pipeline Conveyance are covered by the applicant. At this time, staff recommends the Board authorize the acceptance of the subject pipeline as depicted in the attached map.

Recommended motion:

I move to authorize acceptance of the Conveyance of Pipeline from the Children’s Community Charter School consisting of approximately 90 feet of 8-inch C-900 pipe and public hydrant located within the non-exclusive easement along Rockhouse Lane at 6830 Pentz Rd.



CONVEYANCE OF PIPELINE

FOR VALUE RECEIVED, CHILDREN'S COMMUNITY CHARTER SCHOOL, does hereby sell, grant, transfer and convey to PARADISE IRRIGATION DISTRICT, an irrigation district duly organized and existing under and by virtue of the laws of the State of California, that certain pipeline for the conveyance of water and all connections and accessories thereof heretofore installed by Schreder and Brandt Mfg. Ltd. Said pipeline consists of 180 feet, more or less, of 8" pipe, including a hydrant, located in the Rockhouse Lane non-exclusive easement adjacent to the intersection of Pentz Road.

Said Grantor does hereby covenant and agree to and with said Paradise Irrigation District that they are the lawful owner of said pipeline and they will warrant and defend the sale and transfer of said pipe unto the Paradise Irrigation District against all lawful claims and do further hereby covenant and agree to guarantee the pipeline and installation of the same against all defects in material and workmanship involved in constructing and installing said pipeline for a period of two years from the date of this conveyance. Said Grantor fully agrees to immediately repair or pay for repairing any defect called to their attention by the Paradise Irrigation District within the above mentioned period.

IN WITNESS WHEREOF, the undersigned have set their hand this 15 day of May, 2020.

**See Attached California
All-Purpose Acknowledgement**

CHILDREN'S COMMUNITY CHARTER SCHOOL

BY

Greg Weddig, Back Office Manager
Print or Type Name and Title

BY

Print or Type Name and Title

(SIGNATURES MUST BE NOTARIZED)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Butte)

On MAY 15, 2020 before me, V. Tafoya, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared GREGORY WEDDIE

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONVEYANCE OF PIPELINE

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

APN: 050-220-126

CERTIFICATION OF ACCEPTANCE

This is to certify that the interest in said pipeline conveyed by the Conveyance of Pipeline document dated May 15, 2020 from CHILDREN'S COMMUNITY CHARTER SCHOOL to the PARADISE IRRIGATION DISTRICT, a local public agency of the State of California, was accepted by the Board of Directors of the Paradise Irrigation District at their regularly scheduled meeting held May __, 2020.

Dated: _____

Georgeanna Borrayo
Secretary to the Board of Directors
Paradise Irrigation District

(This document not required
to be recorded as advised
by PID Engineering Dept.)

**Recording Requested By And When
Recorded Mail To:**

PARADISE IRRIGATION DISTRICT
6332 Clark Road
Paradise, CA 95969-4146

Space above this line for Recorder's Use

This recording is for the public benefit pursuant to California Government Code §6103
PARADISE IRRIGATION DISTRICT

Documentary Transfer Tax: None

APN 050-220-126

WATER SERVICE FACILITIES AGREEMENT

THIS AGREEMENT is executed this 5th day of October, 2018, by and between PARADISE IRRIGATION DISTRICT, a public agency, hereinafter called DISTRICT; and CHILDREN'S COMMUNITY CHARTER SCHOOL, a California nonprofit Public Benefit Corporation, owner of real property located at 6830 Pentz Road, Paradise, APN 050-220-126, hereinafter called OWNER.

RECITALS

This Agreement is made with reference to the following facts:

1. OWNER desires to construct an expansion of the existing charter school on that certain property in the Town of Paradise, County of Butte, State of California, located at 6830 Pentz Road, Paradise, APN 050-220-126, 4.13 acres, hereinafter called Project.
2. Project will require additional water service facilities including without limitation a water main extension, fire hydrant and a connection for a future fire suppression sprinkler system.
3. In order to serve the Project, certain improvements will be needed to the District's existing distribution system, hereinafter called Improvement System.
4. OWNER is willing to design, engineer and install the Improvement System and the water components of the Project, at OWNER's expense, including off-site improvements.

5. DISTRICT is willing, upon satisfactory construction and dedication of the new facilities, to operate and maintain the Improvement System, and provide services to the Property comparable to services furnished by DISTRICT to other improvement systems that DISTRICT operates and maintains.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, it is hereby mutually agreed by and between OWNER and DISTRICT that:

1. The recitals contained herein are true and correct and are an integral part of this Agreement.

2. OWNER will: prepare and submit to DISTRICT for review all engineering calculations, plans, specifications, cost estimates, legal property descriptions, public utility easements; pay all fees; deliver all bonds; construct and pay for all facilities; and do all other work as required by the DISTRICT's Improvement Standards (attached and incorporated herein) to provide a complete and satisfactorily operational Improvement System for the Project. Improvement System shall be designed and constructed in compliance with the District's Improvement Standards and Standard Specifications, together with any and all amendments, revisions and updates thereto, and all other requirements of each and every governmental authority having any jurisdiction whatsoever in connection with the Project.

OWNER shall submit a construction schedule at least five days prior to the start of construction to assist DISTRICT in allocating staff and inspection resources.

3. COMPLIANCE WITH DISTRICT STANDARDS. OWNER agrees to comply with the DISTRICT's Improvement Standards and Standard Specifications as currently drafted and as the same may be amended from time to time by the District. If OWNER believes compliance with this Agreement and the Improvement Standards and Standard Specifications are impossible, impracticable or uncertain given actual or perceived conflicts in the terms of those documents, OWNER will promptly notify DISTRICT of OWNER's concern. Upon notification, DISTRICT will promptly respond with its written interpretation and OWNER agrees to comply with such written interpretation.

4. CONVEYANCE TO DISTRICT. Upon satisfactory completion of the Improvement System, OWNER shall file a "Notice of Completion" with the County Recorder and shall offer to grant, transfer and assign, without additional consideration, all of the Improvement System to DISTRICT free and clear of any and all encumbrances. OWNER shall guarantee and warrant Improvement System to be free of defects in materials and workmanship for a period of two years from the date of acceptance by DISTRICT. OWNER shall provide to the DISTRICT the cost breakdown and total construction cost to OWNER of the water system being transferred to the DISTRICT at the time of conveyance. If OWNER fully and satisfactorily complies with this Agreement and offers a satisfactorily operating and constructed Improvement System, DISTRICT agrees to accept the Improvement System and facilities so offered, and to operate and maintain the Improvement System and to provide service to the Project served by the

Improvement System on the same terms and conditions as other, similarly situated, properties within the DISTRICT, including any limitations on water availability.

5. OPERATION AND MAINTENANCE. DISTRICT operates, maintains and provides water service facilities to portions of the Town of Paradise. When Improvement System has been completed and transferred to DISTRICT for operation and maintenance, Improvement System shall be governed, operated, and maintained in all respects like any other improvement within the DISTRICT as provided by the applicable laws of the State of California and DISTRICT rules, regulations, and policies.

6. INDEMNIFICATION.

- a. OWNER shall defend, indemnify, and hold DISTRICT and DISTRICT's agents, officers and employees harmless from any and all claims, lawsuits, acts, costs (including reasonable attorneys' fees and expert witness fees), demands, or omissions arising out of or related to this Agreement, OWNER's performance or nonperformance of the terms and conditions of this Agreement and OWNER's or OWNER's agents' construction of the Improvement System or the Property.
- b. The OWNER is not acting as a contractor, agent, official, or representative of DISTRICT in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by OWNER. The approval of the plans and specifications as presented by OWNER shall not be deemed as a warranty or guarantee by DISTRICT of proper design or proper specifications of materials or construction and does not guarantee eventual acceptance of the improvements by DISTRICT. DISTRICT specifically relies upon the design and specifications as prepared or caused to be prepared by OWNER as being in keeping with the requirements of DISTRICT, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character.
- c. OWNER agrees that DISTRICT is not by inspection of the construction or installation of the improvements representing OWNER or providing a substitute for inspection and control of work by OWNER. OWNER agrees that any inspections and observations of the work by DISTRICT are for the sole purposes of providing notice of the stage and character of the work. OWNER agrees that the failure of the DISTRICT to note variances from the plans and specifications for the project does not excuse or exempt OWNER from complying with all terms of these plans and specifications.

7. ASSIGNMENT. The rights and obligations under this Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the parties hereto, but OWNER shall not assign its interest or any part thereof without the prior written consent of DISTRICT, which consent may be withheld for any reason. Any such assignment by OWNER shall not act as a novation relieving OWNER of obligations under this

Agreement. Each individual OWNER and all possible future assignees of this Agreement shall be jointly and severally responsible for implementing the terms of this Agreement.

8. DISTRICT COSTS. In accordance with the Improvement Standards, OWNER will pay all costs directly related and incidental to DISTRICT's review of calculations, plans, specifications, cost estimates, property descriptions, right-of-ways and permits for the complete Improvement System and will pay all costs associated with the construction, inspection, permits, licenses, bonds, administration, and plan check fees.

Prior to commencing construction OWNER shall deposit inspection fees with DISTRICT in accordance with the DISTRICT's Improvement Standards. It is estimated that this deposit will cover the actual cost of inspections. Should additional costs be incurred, OWNER also agrees to pay within thirty (30) days after receipt of billing all DISTRICT costs associated with the Improvement System. DISTRICT may contract with an engineering firm to provide inspection, testing or other services and charge the direct billings plus ten percent (10%) for DISTRICT's overhead. DISTRICT's personnel will be charged out at the rate of direct time (based on salary) x 1.5 plus expenses such as mileage, soil testing, etc.

In the event OWNER fails to pay DISTRICT costs associated with the Improvement System in a timely manner, inspection of the work will be stopped. DISTRICT will not accept work that has not been inspected and will not initiate water deliveries until inspection is completed and facilities are accepted by DISTRICT. Any facilities installed without being inspected will automatically be rejected and will be required to be re-installed in the presence of the inspector.

9. PREVAILING WAGE. OWNER's attention is directed to and OWNER shall comply with sections 1720 et seq. of the California Labor Code. DISTRICT believes work on the Improvement System is a public work subject to the requirement to pay prevailing wages. If OWNER disagrees with DISTRICT and authorizes work on the Improvement System without payment of prevailing wages, OWNER agrees to defend, indemnify, and hold DISTRICT harmless from and against any prevailing wage claims, or related actions, in accordance with the broader indemnity provision set forth in Section 6, above. The prevailing rates of per diem wages are on file at the DISTRICT's office and are available upon request. OWNER on behalf of itself and on behalf of its contractors, subcontractors, and agents agrees to comply with all applicable federal and state laws, regulations, ordinances, now or hereafter in effect including, without limitation, Labor Code sections 1720-1861 and California Code of Regulations, title 8, sections 16000-16414. Neither OWNER nor any contractor or subcontractor may perform work on the Improvement System unless registered with the Department of Industrial Relations per Labor Code section 1725.5; this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

10. WATER FEES. Service capacity, meter installation, expansion, and any other applicable rates and fees, are due and payable at the time service is requested. OWNER is advised to confirm these fees and charges with DISTRICT's Customer Service Department.

DISTRICT reserves the right from time to time to establish new fees or modify existing fees. Applications for service connections shall not be made until after acceptance of the Improvement System by DISTRICT's Board of Directors.

11. DROUGHT; LOW-FLOW FIXTURES. OWNER acknowledges that it will comply with the District's water conservation program, including possible future amendments, and agrees to conscientiously and conservatively utilize District water supplies while designing and constructing the Improvement System and Project. OWNER agrees to install or have installed low-flow fixtures as required by the State of California standards taking effect on January 1, 2016 including, but not limited to, maximum flow rates of 2.0 gpm for showerheads, 1.2 gpm for lavatory faucets, 0.5 gpm for public lavatory faucets, 1.8 gpm for kitchen faucets, and maximum gallons per flush of 1.28 gpf for all water closets and 0.125 gpf for wall mounted urinals.

12. TERM OF AGREEMENT. At the DISTRICT's discretion, this Agreement may terminate twenty-four (24) months from the date of execution if construction of the Improvement System has not been completed, unless DISTRICT's Board of Directors has previously granted an extension of time. If the OWNER has not completed the work within twenty-four months of the date of this agreement, DISTRICT has the right to call the security for faithful performance and complete the work, in accordance with the Improvement Standards. This Agreement shall become null and void upon acceptance of the Improvement System by the DISTRICT, excepting those provisions relating to indemnification and warranty and the continuing activities of providing and receiving services through the completed improvements. This agreement can be terminated at any time by mutual agreement of OWNER and DISTRICT.

13. ENTIRE AGREEMENT. This instrument, including attachments, contains the entire Agreement of the parties. It may not be changed orally. It may be changed in writing signed by the party(ies) against whom enforcement of any waiver, changes, modification, extension or discharge is sought. The parties shall promptly do all acts and execute and deliver all instruments required or convenient to carry out the purpose and intent thereof.

This agreement applies to the facilities as submitted for plan review. Any future additions, extensions or modifications to the original system must be covered by a separate agreement.

14. SIGNATURE AUTHORITY. Each person signing on behalf of a corporation, trust, partnership or other business entity represents and warrants that they have authority to sign on behalf of such entity and to bind that entity to the terms and conditions contained herein.

15. NOTICES. All notices and demands or other communications under this Agreement shall be in writing and shall be given by one party to the other at the following addresses for each:

OWNER

CHILDREN'S COMMUNITY CHARTER SCHOOL
6830 Pentz Road
Paradise, CA 95969

DISTRICT

PARADISE IRRIGATION DISTRICT
6332 Clark Road
Paradise, CA 95969-4146

Any such notice or other communication shall be deemed delivered on the day on which it is mailed by certified mail or, in the case of any such notice or other communications not mailed by certified mail, on the date of actual delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Recommended for approval by GENERAL MANAGER on October 12, _____, 2018.

DISTRICT

PARADISE IRRIGATION DISTRICT

By Ed Fortner
Ed Fortner, District Manager

ATTEST:

Gerianne Conroy
Secretary

OWNER

CHILDREN'S COMMUNITY CHARTER
SCHOOL

By Stephen P. Hitchko
Stephen P. Hitchko, Principal
Print or Type Name and Title

By _____

Print or Type Name and Title

SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Butte)

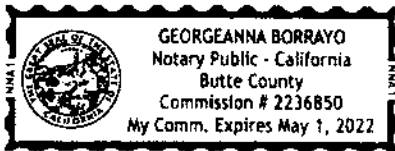
On October 5, 2018 before me, Georgeanna Borraro, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen P. Hitchko
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Georgeanna Borraro
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document APN 050-220-126

Title or Type of Document: Water Service Facilities Ag Document Date: Oct. 5, 2018

Number of Pages: 6 Signer(s) Other Than Named Above: Ed Fortner, Georgeanna Borraro

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen Hitchko, Principal

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☒ Other: Principal
Signer Is Representing: Children's Community Charter School

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

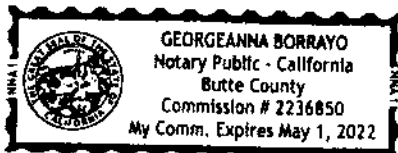
County of Butte

On October 12, 2018 before me, Georgeanna Borrayo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ed Fortner

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Georgeanna Borrayo
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Water Service Facilities Agreement, APN 050-220-126Document Date: October 5, 2018 Number of Pages: 6Signer(s) Other Than Named Above: Stephen P. Hitchko, Georgeanna Borrayo**Capacity(ies) Claimed by Signer(s)**Signer's Name: Ed Fortner

Signer's Name: _____

☒ Corporate Officer – Title(s): District Manager☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian of Conservator☐ Trustee☐ Guardian of Conservator☐ Other: _____☐ Other: _____Signer is Representing: Paradise Irrigation District

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

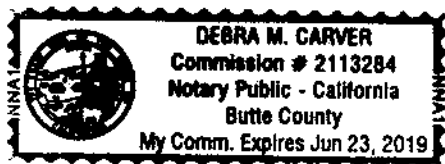
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Butte)On October 15, 2018 before me, Debra M. Carver, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Georgeanna Borrayo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra M Carver
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Water Service Facilities Agreement Document Date: October 5, 2018Number of Pages: 6 Signer(s) Other Than Named Above: Stephen Hitchko, Ed Fortner**Capacity(ies) Claimed by Signer(s)**Signer's Name: Georgeanna Borrayo☒ Corporate Officer — Title(s): District Secretary☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: Paradise Irrigation District

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



WATERWORKS

E N G I N E E R S

May 14, 2020

Kevin Phillips
District Manager
Paradise Irrigation District
6332 Clark Road, Paradise, CA 95969

Principals
John Matta, P.E.
Ben Lee, P.E.
Sami Kader, P.E.
Mike. Fisher, P.E.
Rob Bryant, P.E.

RE: Proposal for District Engineering Services

Dear Mr. Phillips:

Please find the attached proposal for your consideration regarding Water Works Engineers' interest in providing District Engineering services to the Paradise Irrigation District for the coming year. For the last 14 months as the Recovery Program Manager and Engineer our team has been privileged to work daily alongside your staff on extensive and difficult projects to understand and recover the water distribution system from the damaging effects of the 2018 Camp Fire. In that time, our engineering and support staff have developed a deep familiarity and knowledge of your system, District policies, procedures, challenges, needs and goals. Working arm in arm, we have overcome many of those challenges as a unit, learning and adapting together to face circumstances never before seen for a water distribution system. We believe this experience has uniquely qualified us to provide the most valuable engineering support for your District's needs in the coming months.

We would propose these services to include the following general support tasks and the associated total not-to-exceed budget:

| TASK | SUBTASK | TITLE | BUDGET |
|--|---------|--|------------------|
| 1 | | Project Management | |
| 2 | | Engineering Support for the District | |
| | 2.1 | <i>Policy and Standards Review and Revisions</i> | |
| | 2.2 | <i>Review of Development Related Projects and Requests</i> | |
| | 2.3 | <i>Data Collection and Analysis in Support of PID Operations</i> | |
| | 2.4 | <i>Water Rights and Regulatory Compliance Reporting</i> | |
| | 2.5 | <i>Water Loss/Conservation Assessment and Analysis</i> | |
| | 2.6 | <i>Other Engineering Support As Needed</i> | |
| 3 | | GIS Maintenance and Water Modeling | |
| Total Not-To-Exceed Cost/1 Year | | | \$150,000 |

The attached Exhibits detail the scope and fee basis for this request. Thank you for your consideration of this proposal. Please let me know if you have any questions or need anything additional.

Very Truly Yours
WATER WORKS ENGINEERS, LLC

Colleen Boak, PE
Project Engineer

EXHIBIT A - SCOPE OF WORK

The following services will be provided by Water Works Engineers (Water Works) for this project on an as needed basis and as requested by the Paradise Irrigation District (PID or District) management staff for the term of June 1, 2020 through May 31, 2021:

TASK 1 – PROJECT MANAGEMENT

Water Works will provide Project Management oversight and reporting of all efforts undertaken under this contract, communicating progress and providing deliverables as requested to meet PID's needs.

Subtask 1.1 - Meetings

Water Works engineering staff will attend planning meetings, meetings with regulators, meetings with contractors and service providers, and public meetings as required to support PID operations. Our staff will also attend all PID Board meetings during the contract term. Assumes an average of 2 on-site meetings/month for 12 months (24 meetings) with 2 people (PM and Project Engineer) in attendance.

Subtask 1.2 - Communication

Our engineers will work with PID staff to provide support in communicating the District's engineering policies and decisions to stakeholders and to the public as needed. This will include producing communication materials, leading public information workshops, providing input on District website updates, etc.

Task 1.3 - Scheduling

The Project Manager will develop a task schedule and delivery outlook for each item of assistance provided to the client under this service agreement with specific attention to meeting PID's operational goals and continued Recovery milestones following the 2018 Camp Fire. The Project Manager will provide interim updates on a biweekly basis regarding progress and outlook moving forward.

Task 1.4 - Documentation and Reporting

Our engineering staff will collect, organize, and maintain all records and documentation required by PID, supporting the development of strong information-based operational strategies for the District.

Thorough documentation of all efforts undertaken on PID's behalf will be maintained, and a monthly report of activities will be provided with each invoice.

| | |
|---------------------|--|
| Meetings | <ul style="list-style-type: none">Monthly Coordination Meetings, Task-specific meetings, Board Meetings, etc. (total of 24 meetings, 2 people) |
| Deliverables | <ul style="list-style-type: none">Task Schedules with Bi-Weekly Schedule Updates as requested |

Task 2 – ENGINEERING SUPPORT FOR THE DISTRICT

For this task, the Water Works Engineers team will engage with PID staff to provide professional engineering support as needs regularly arise related to ongoing District operations and management. Supporting PID's existing staff resources, Water Works will provide additional technical input where requested, furnishing analyses, reviews, recommendations and planning efforts in such a way as to facilitate the successful execution of the District's goals.

Each request for support will be defined in discussions with PID management, with Water Works staff working to ascertain the District's technical needs, schedule and milestones, deliverables, as well as any related support with regard to communication or coordination (internal or external to the District).

Our team will engage additional staff resources as necessary to support each request where it might be beneficial, potentially including GIS support, drafting, industry or other subject matter experts as applicable to the assignment.

Work efforts under this contract may include assistance with any of the following subtasks as defined below.

Task 2.1 – Policy and Standards Review and Revisions

Water Works will work in close coordination with PID staff experts to execute an audit of existing District policies and standards. The goal of this effort shall be the development of recommended opportunities to update, improve, and rewrite these policies to more accurately reflect the contemporary focus areas of the PID Board and management.

Our engineering staff will provide technical and analytical review of these policy documents, executing updates as requested, as well as developing supporting documentation and staff reports for use in presenting potential updates to the Board and/or messaging to the public. Such efforts could include but not be limited to the following examples:

- Standard Details for Distribution System Infrastructure
- Improvement Standards
- Pipeline Specifications
- Field or Operational Procedures
- Maintenance and Flushing Procedures
- Water Loss Control Procedures
- Water Conservation Measures
- Recovery Related Policies
- Other Items as Requested

Task 2.2 – Review of Development Related Submissions and Property Concerns

The Water Works engineering team will provide additional analytical capacity and technical support for PID staff in reviewing and responding to development-related submissions including development proposals, construction applications, capacity analyses, etc. Working closely with PID's distribution operations staff to leverage system knowledge in combination with engineering principles, Water Works

will facilitate an efficient support mechanism for community development with careful consideration for the Recovery strategies currently underway.

Applying informational mapping tools and utilizing Town of Paradise/Butte County data, our team will also support PID with the negotiation and processing of property related utility issues. Specifically as easements and new property boundaries are more frequently established or adjusted post-Camp Fire, Water Works will support PID's ability to keep pace with the community's needs while ensuring adequate consideration for the District's operational requirements are incorporated. We will also ensure that accurate and detailed records of these transactions are established, maintained and organized for future reference.

Task 2.3 – Data Collection and Analysis in Support of PID Operations

As PID continues to work through the Recovery process and move forward with a new system outlook and normalizing operations, our team of engineers will be there to gather, analyze, organize and present critical data to facilitate an informed and focused approach to the District's future.

Drawing from team partnering experience in the organization and management of the monumental water quality testing efforts accomplished by PID, Water Works will continue working diligently alongside the field and office staff to provide critical statistics, trends, and analyses in support of sound management decisions to be made by the PID Board and leadership.

Critical data management components may include the following:

- Water quality data
- Network pressure data
- Repair and replacement work needed/completed system-wide
- Usage trends and characteristics
- Customer requests and permits
- Temporary housing trends
- Cross connection testing, etc

Task 2.4 – Water Rights and Regulatory Compliance Reporting

Utilizing the above mentioned data management tools, combined with PID staff's existing record keeping procedures and knowledge, Water Works will ensure PID is kept abreast of all reporting related to permits, water rights, local, state, and federal compliance. Tracking as submission deadlines approach, our team will work to prepare, vet, and coordinate reporting submissions with PID team members to confirm accuracy as well as to share knowledge regarding the reporting requirements and targets for compliance.

Water Works staff will work to keep staff well- informed and adjust procedures as may be necessary to accommodate changes in legislation or report requirements as the come.

Task 2.5 – Water Loss/Conservation Assessment and Analysis

Accounting for significant system damages and alterations resulting from the 2018 Camp Fire, the Water Works team will apply professional engineering analytical support to develop best practices and recommendations for water loss reduction and conservation measures throughout the distribution network. This shall include assistance in the development of an AWWA Water Audit, coordinated with the

Department of Water Resources as well as CA-NV Section of the AWWA to advocate for the unique position in which PID currently finds itself, with an extremely high post-fire leakage rate. Our team will assist in balancing economic considerations against good water resource husbandry to find the best resultant water loss control efforts for this District going forward, documenting these procedures and practices for future reference and reporting.

Task 2.6 – Other Engineering Support as Needed

Additional engineering support needs may arise during the course of this contract not otherwise mentioned here. Support for those additional tasks may be discussed with PID management at that time to determine if they fall within the general scope and intent of this contract.

| | |
|---------------------|--|
| Hours | <ul style="list-style-type: none">Assumes 40 hours of a Project Engineer per month |
| Deliverables | <ul style="list-style-type: none">Calculations, memos, reports, analyses, reviews, presentation materials, or other documents as needed and mutually agreed upon between Water Works and PID management at the time of each request. |

Task 3 – GIS MAINTENANCE AND WATER MODELING

Water Works understands the value that GIS-based tools have provided to PID operations over the last year in organizing large data sets into workable planning tools, managing field sampling efforts and construction operations, as well as for the important task of communicating Recovery progress with the public.

PID will have a continued need for this capability going forward in the next year as Recovery efforts continue and significant repair projects ramp up system-wide. Our team will assist in the maintenance of these mapping and informational tools, providing engineering and analytical support to convert this capability into real time answers, trends, and workload. Working alongside our Websoft partner, our team will ensure this highly functional resource remains at PID's fingertips and continues to facilitate forward progress. Public map portals will be maintained and updated as long as they are desired by PID management.

In addition, Water Works will provide further technical assistance in the form of distribution system hydraulic modelling analyses. Modeling will assist in the evaluation of development proposals and capacity studies, audit of fire flow readiness and any needs for related system upgrades, in addition to support for fine tuning of operational strategies related to water treatment/resource management. The hydraulic model will provide critical insight into seasonal demand fluctuations coupled with a reduced customer base, higher water age and its affect on the system, and supply delivery performance with hampered storage capacity resulting from the Camp Fire.

The tools described here will be leveraged as needed depending on the engineering support task requested and where they can be usefully applied. The tasks above are also dynamic in nature. At each step, we will provide the District with the opportunity to provide feedback on the output.

PROJECT SCHEDULE

Program Management, as defined in Task 1, will be ongoing throughout the 12-month project (through May 2021). Tasks 2 and 3 will be exercised on an as-needed basis as requests are received from the District for support in these areas. Each task will have an individual completion timeline coordinated by the Project Manager, progress toward which will be communicated regularly to the PID staff team.

EXHIBIT B- FEE

ENGINEERING FEE

Payment for Tasks 1 through 3 will be on a Time and Expense basis and invoiced in accordance with the Hourly Wage Rates in the following table.

| Classification | Title | Hourly Rate |
|----------------|-----------------------------------|-------------|
| AA | Administrative | \$105 |
| E1 | Staff Engineer | \$131 |
| E2 | Associate Engineer | \$160 |
| E3 | Project / Structural Engineer | \$180 |
| E4 | Senior Project Engineer / Manager | \$209 |
| E5 | Principal Engineer | \$242 |
| I1 | Field Inspector | \$141 |
| I2 | Senior Inspector | \$157 |
| I3 | Supervising Inspector | \$175 |
| T1 | CADD Tech 1 | \$88 |
| T2 | CADD Tech 2 | \$118 |
| T3 | CADD Tech 3 | \$145 |

Notes:

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2020. A 3% increase will be added for any services performed in each year thereafter.

A detailed breakdown of the engineering costs summarized above is presented on the following page.

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Water Works Engineers Fee Estimate

Client Paradise Irrigation District
 Project District Engineering Services June 1,
 Task Order No
 Prepared by Boak
 Date 5/14/2020



| | | | Hours and Fee | | | | | | | | | | | | |
|----------------------------------|-------------------------|-------------|--|-----|----------|---------|---|-------|----------|-----|--|-----|----------|----------|----------|
| Year | | | Task 1 | | | | Task 2 | | | | Task 3 | | | | |
| | | | 2020 | | 2021 | | 2020 | | 2021 | | 2020 | | 2021 | | |
| | | | Project Management June 2020 - May 2021 | | | | District Engineering Support 2020 - May 2021 | | | | GIS Maintenance and Water Modeling June 2020 - May 2021 | | | | |
| 2020 Total Hours | | | hrs | fee | hrs | fee | hrs | fee | hrs | fee | hrs | fee | hrs | fee | |
| Water Works Engineers | | | | | | | | | | | | | | | |
| Classification | Title | Hourly Rate | | | | | | | | | | | | | |
| AA | Administrative | \$105.06 | 12 | 6 | \$630 | 6 | \$649 | | | | | | | | |
| T1 | Drafter/Jr. Technician | \$87.55 | - | | | | | | | | | | | | |
| T2 | Designer/Sr. Technician | \$118.45 | - | | | | | | | | | | | | |
| T3 | Senior Designer | \$145.23 | - | | | | | | | | | | | | |
| I1 | Field Inspector | \$141.11 | - | | | | | | | | | | | | |
| I2 | Senior Inspector | \$156.56 | - | | | | | | | | | | | | |
| I3 | Supervising Inspector | \$175.10 | - | | | | | | | | | | | | |
| E1 | Staff Engineer | \$130.81 | 160 | | | | | | | | | 80 | \$10,465 | 80 | \$10,779 |
| E2 | Associate Engineer | \$159.65 | 120 | | | | | | | | | 60 | \$9,579 | 60 | \$9,866 |
| E3 | Project Engineer | \$180.25 | 480 | 60 | \$10,815 | 60 | \$11,139 | 180 | \$32,445 | 180 | \$33,418 | | | | |
| E4 | Senior Project Engineer | \$209.09 | - | | | | | | | | | | | | |
| E5 | Principal Engineer | \$242.05 | 20 | 10 | \$2,421 | 10 | \$2,493 | | | | | | | | |
| Expenses | | | | | | | | | | | | | | | |
| | WWE Expenses | | | | \$1,500 | \$1,500 | | \$500 | \$500 | | | | | | |
| Subconsultants | | | | | | | | | | | | | | | |
| | Websoft Developers | | | | | | | | | | | | | \$10,000 | |
| Subconsultant/Expense Markup | | | 10% | | \$150 | \$150 | | \$50 | \$50 | | | \$0 | \$1,000 | | |
| Annual Increase for WWE rates of | | | 3% | | | | | | | | | | | | |
| Subtask Totals | | | | 76 | \$15,516 | 76 | \$15,932 | 180 | \$32,995 | 180 | \$33,968 | 140 | \$20,044 | 140 | \$31,645 |
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| Amendment 2 Total | |
|-------------------|-----------|
| Hours | Fee |
| 792 | \$150,100 |

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code (“District”), and **Water Works Engineers, LLC** (“Consultant”). District and Consultant are collectively referred to as “parties” or either individually as “party”.

WITNESSETH:

- A. District desires to retain the professional services of a consultant to provide District Engineering Services.
- B. The duration of service for this contract is for 1 year from the date the Agreement is entered into, unless terminated earlier.
- C. The purpose of this project is for the Consultant to provide District Engineering Services in support of operation of the District’s water treatment and distribution facilities and crew operations.
- D. The initial work to be performed by Consultant is further described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference and is collectively referred to as the “Project”. As the needs of the project develop, additional scope will be added by change order to this contract.
- E. Consultant desires to undertake the Project pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

I. SCOPE OF WORK

The Consultant shall be responsible for timely and satisfactorily completing work on the Project as defined in this Agreement and Exhibit “A”.

II. SCHEDULE

The Project will be completed upon a mutually agreed schedule after execution of this Agreement and Consultant’s receipt of written Notice to Proceed on the Project from the District. The parties agree to establish this schedule within five (5) days of receipt of written Notice to Proceed. Failure to do so shall result in termination of agreement without cost to District. Time is of the essence in completing the work contemplated herein.

III. RESPONSIBILITIES

A. District. The District's duties and rights in connection with this Project are as follows:

- 1) The District shall make staff available to the Consultant for purposes of conference discussion, reviewing submissions from the Consultant, providing background or other available factual information and/or suggestions relating to the work in a manner such that the Consultant may meet the Project completion schedule.
- 2) The District shall provide access to all District facilities upon request by the Consultant at a time and in the manner mutually agreed upon as required to accommodate the work of Consultant.
- 3) District shall tender payment in accordance with the provisions of Section VI(B).

B. Consultant. Consultant's duties and rights in connection with this Project are as follows:

- 1) Consultants shall be solely responsible for satisfactorily completing the Project, including those tasks described in Exhibit "A". Consultant shall supervise and direct the work and give all attention for such proper supervision and direction;
- 2) If Consultant furnishes labor or materials, or if Consultant incurs any expense on behalf of District, Consultant shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities, transportation, and all other facilities and services necessary for the completion of the work on the Project;
- 3) If this Agreement or any of the Exhibits hereto are ambiguous or at variance with each other, Consultant shall notify District promptly upon discovery of any such ambiguity or variance. District may reply in writing resolving the ambiguity or variance and Consultant agrees to comply with District's written interpretation. No claims or demands of Consultant for extra compensation as a result of changes in the work shall be authorized unless done in conformance with section VIII, below.
- 4) Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

- 5) All work performed by Consultant for District pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to experts and licensed professionals in the field for which Consultants services are retained. The standard of care and performance shall be equal to or greater than the standard of care and performance of other consultants engaging in the same or similar work.
- 6) Consultant shall be entitled to rely upon the accuracy of data and information provided by authorized staff of the District in writing; provided such reliance is consistent with professional standard of care.
- 7) Consultant agrees that it will conduct its work on the Project and perform its services in compliance with all applicable Federal, State and local laws, regulations and ordinances.

IV. WORK PRODUCT

The District, or its designee, shall at all times have access to the work product of the Consultant while Project is under preparation or in progress. Upon completion or termination of the Project, all drawings, documents, files and notes both in written and electronic format shall become property of the District, including without limitation all renderings, slides, sketches, plans, specifications, drafts, records, documents and other correspondence generated for or relied upon in connection with the Project. Any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at District's sole risk and without liability or legal exposure to Consultant or its subconsultants.

V. DESIGNATED REPRESENTATIVES

The Project shall be under direct control of **Sami Kader**, Consultant's Project Manager, to whom all questions may be directed. The District's representative will be its District Manager, **Kevin Phillips**, or his designee who will facilitate communication between the District's staff and Consultant.

VI. COMPENSATION

- A. Payment: Consultant will be paid on a time and materials basis in an amount "not to exceed" **\$150,000** annually, for the Project and work to be performed in Exhibit "A". No work in addition to the work described in this Agreement, including Exhibits, shall be performed by Consultant without prior written authorization by District as provided for in section VIII, below. Progress payments shall be made monthly for work completed based upon the billing rates contained in the Schedule of Rates/Fees attached hereto as Exhibit "B" and incorporated herein by this reference.

- B. Time of Payment: District shall make payment to Consultant within thirty (30) days from the date of receipt of Consultant's invoice for undisputed amounts. Claims for payment of disputed amounts shall be handled in accordance with sections VIII and IXX, below. Consultant shall continue with work on the Project notwithstanding disputes as to payment. Acceptance of the Project, or some portion thereof, or payment to Consultant by District does not in any manner relieve Consultant of its obligations under this Agreement.

VII. TERM AND TIME FOR COMPLETION

This Agreement shall become effective on the date first written above and shall remain in effect until the Project has been satisfactorily completed unless sooner terminated in accordance with Article XI - Termination. Consultant will begin work upon receipt of written Notice to Proceed and will work diligently and continuously until satisfactory completion.

VIII. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement.

X. INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the District, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) (collectively "Claims") to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, excepting such injury or harm caused by District's sole or active negligence or willful misconduct, to the extent caused thereby. Consultant's indemnity obligation shall extend to Claims occurring after completion of the Project, as well as during the Project's progress.

Consultant specifically agrees that this indemnification agreement provides indemnity to District for any claims, damages or liability for injuries (including death) incurred or sustained by Consultant's own employees and those of Consultant's subconsultants.

Neither the termination of this Agreement, nor the completion or ending of the Project shall release Consultant from its obligations to indemnify as set forth above. Consultant's obligation to indemnify and its obligation to maintain liability and other insurance are separate and distinct. Consultant's obligation to indemnify is not restricted to insurance proceeds, if any, received by District or its directors, officers, employees, or authorized representatives.

XI. INSURANCE

- A. Consultant agrees to provide insurance coverage as set forth in Exhibit “C”.

XII. TERMINATION

- A. TERMINATION FOR CONVENIENCE. District may terminate this Agreement with Consultant at any time without cause. District shall so notify Consultant in writing. Upon written notification, this Agreement shall be terminated and the Consultant shall immediately stop the Consultant’s work on the Project, follow all District instructions, and mitigate all costs and damages. Provided Consultant is not in breach, District shall be responsible for all costs incurred by Consultant up to the date of termination without cause.
- B. TERMINATION FOR CAUSE: CONSULTANT PERFORMANCE AND THE BREACH THEREOF. The District may terminate this agreement and is relieved of the payment of any consideration to Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. Consultant shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If, at the end of the 30 days, remedy is not made or does not satisfy the default, the District shall notify the Consultant of the breach and thereby the termination of this contract. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Consultant under this agreement and the balance, if any, shall be retained by the District.

XIII. ENTIRE AGREEMENT

This writing, including Exhibits “A”, “B”, and “C” constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

XIV. INDEPENDENT CONSULTANT

It is expressly understood and agreed by the parties that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the work shall be Consultant's employees or agents. District shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. Consultant shall be solely

liable to such employees and agents for losses, costs, damage or injuries by said employees or agents during the course of the work.

XV. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on the heirs, successors, executors, administrator and assigns of the parties; however, Consultant agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of District which may be withheld for any reason, in District's sole discretion.

XVI. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any other remedy provided by law.

XVII. NOTICES

All notices, statements, reports, approvals or requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivery personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Paradise Irrigation District
Attention: **Kevin Phillips**
6332 Clark Road
Paradise, CA 95969

CONSULTANT
Attention: **Sami Kader**
760 Cypress Ave., Suite 201
Redding, CA 96001

XVIII. SUBCONSULTANTS

Except for the subconsultants listed in Exhibit "A", no other subcontract shall be awarded or another outside consultant engaged by Consultant unless prior written approval is obtained from District, which may be withheld for any reason, in District's sole discretion. Payment to Consultant as provided in Exhibit "B" includes full payment for services to sub-consultants.

IXX. INTERPRETATION

Unless the context otherwise clearly requires, the terms in the body of this Agreement shall prevail over any inconsistent terms that may be found in the Exhibits hereto.

The parties have had a full and fair opportunity to negotiate and review the terms of this agreement with their respective legal counsel and, as a result, the normal rule of interpreting ambiguities against the drafting party shall not apply.

XX. DISPUTE RESOLUTION; JURISDICTION AND VENUE

In the event of dispute regarding interpretation or implementation of this Agreement, including without limitation disputes concerning payment, a District representative and Consultant representative shall endeavor to resolve the dispute by meeting in person within 30 days after the request of either party. If the dispute remains unresolved and unless the parties otherwise agree, the dispute may be resolved by litigation and any party may at its option pursue any available legal remedy. This Agreement shall be governed by and construed under the laws of the State of California. Jurisdiction and venue for any action brought to enforce or interpret the terms of this Agreement shall be in the Superior Court of the State of California in and for the County of Butte.

XXI. HAZARDOUS MATERIALS

In the event the Consultant or the District discover Hazardous Materials in any form at District's facilities, the Consultant and the District shall promptly confer with each other of the discovery, and the District and Consultant shall employ reasonable actions ensuring public, employee, and third party safety.

As used herein, Hazardous Materials means any hazardous or toxic substance, material, or waste, the storage, use, or disposition of which is or becomes regulated by any local governmental authority, the State of California, or the United States government.

XXII. FEMA REQUIREMENTS

A. Equal Employment Opportunity.

- 1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**XXIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C.
3701–3708**

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

XXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Consultant and the District agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A. Clean Air Act

- 1) The Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Consultant shall report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Consultant shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- 1) The Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Consultant shall report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Energy Efficiency

Consultant will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

XXV. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Consultant will execute the following certification:

The undersigned Consultant certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- D. Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official:

Name and Title of Consultant's Authorized Official:

Sami Kader, Principal

Date: _____

XXVI. PROCUREMENT OF RECOVERED MATERIALS

If applicable in the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

XVII. ACCESS TO RECORDS

- A.** The Consultant shall provide CalOES, the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Consultant shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Consultant shall provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

XXVIII. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO AND FLAGS

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.

XXIX. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Consultant acknowledges that FEMA financial assistance will be used to fund the Contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XXX. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

XXXI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

XXXII. SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, LABOR AREA SURPLUS FIRMS

Consultant shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor area surplus firms are used when possible, as set forth in 2 C.F.R. §200.321.

By execution of this CONTRACT the Consultant certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

Signature

Sami Kader, Principal

ATTEST:

TAXPAYER ID 20-3148271

Business Type:

Corporation ☐ Yes ☐ No

Other: LLC

(Complete W-9 enclosed)

Printed Name and Title

PARADISE IRRIGATION DISTRICT

ATTEST:

Georgeanna Borrayo, District Secretary

Kevin Phillips, District Manager

Attachments:

Exhibit A - Consultant's Scope of Work

Exhibit B - Consultant's Schedule of Fees

Exhibit C - Insurance Requirements

EXHIBIT A

Scope of Work to be performed by the Consultant

EXHIBIT B

Compensation is based on the following schedule of rates and fees

EXHIBIT “C”

INSURANCE REQUIREMENTS

Consultant agrees with the Paradise Irrigation District that:

- a) By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Consultant and subconsultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- b) Consultant will file with the Paradise Irrigation District before beginning work, certificates of insurance and policy endorsements satisfactory to the Paradise Irrigation District evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Paradise Irrigation District. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Paradise Irrigation District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Paradise Irrigation District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant agrees to waive subrogation which any insurer may acquire by virtue of payment of any loss. Consultant shall obtain any endorsement necessary to affect this waiver of subrogation.
- c) Consultant shall maintain errors and omissions liability insurance appropriate to the Consultant's profession of no less than \$1,000,000 per claim and aggregate for this project.
- d) Insurance must be maintained for at least five years after completion of contract work.

If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Paradise Irrigation District at least ten (10) days prior to the expiration date.

Signature of Consultant's Authorized Official:

Name and Title of Consultant's Authorized Official:

Sami Kader, Principal

Date: _____



PARADISE IRRIGATION DISTRICT

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

TO: PID Board of Directors
FROM: Kevin Phillips, District Manager
DATE: May 20, 2020
RE: Update to Water Quality Advisory

The District issued a Do-Not-Drink Water Quality Advisory on December 20, 2018 following the 2018 Camp Fire. Since the Camp Fire, PID has performed extensive recovery work and developed and implemented a massive water quality testing program. The results of that program have been and continue to be shared in a transparent manner through the System Recovery Maps at www.pidwater.com/recovery.

As a result of this testing and analysis of the data gathered, we are hereby revising the Water Quality Advisory originally issued December 20, 2018 with 3 Categories as follows:

Category 1: Surviving Structures (The home or business existed before the 2018 Camp Fire and remained standing after):

1. Once you have received a letter from PID lifting the Water Quality Advisory, the water from your service is compliant with all water quality regulatory standards
2. If you have not received a letter yet, please contact us at 530-877-4971.

Category 2: New Builds/Rebuilds (Built after November 2018, has a permanent backflow device and certificate of occupancy):

1. Your service lateral will be replaced based on building permit and inspection status, with the goal of completing the service lateral replacement prior to final inspection.
2. Once you have received a letter from PID lifting the Water Quality Advisory, the water from your service is compliant with all water quality regulatory standards.
3. Until you receive that letter follow the recommendations under Category 3.

Category 3: Temporary/Pre-build (Lots with interim water service. May have a temporary camping permit or in process of rebuild):

1. DO NOT DRINK OR OTHERWISE INGEST the water provided from your service lateral through the Interim Water Service. Potable water, such as bottled drinking water should be used for all
 - a. drinking,
 - b. food preparation,
 - c. ice making,

- d. teeth brushing and
- e. any other uses where water is ingested.

Potable drinking water and 5-gallon jugs are available free of charge at the PID office at 6332 Clark Road.

2. Before using the water from an Interim Water Service for the following needs, contact an independent certified water treatment consultant to assess suitability for:
- a. showering,
 - b. hand washing,
 - c. bathing,
 - d. dish washing,
 - e. pool or hot tub filling, or
 - f. any other non-ingestion use.

Attached, please find public information material that has been prepared to share in our monthly newsletter, social media and our webpage.

The recommended form of action is:

"I move to accept the amended Water Quality Advisory to be effective May 20, 2020"

Water Quality Advisory Reference Guide



Our water. Our future.
Paradise Irrigation District



Surviving Structures

The home or business existed before the 2018 Camp Fire.

Not under advisory

If your mainline is clear, and your service lateral either tested within state drinking water guidelines or was replaced.

Be sure!

- ✓ You received a letter from PID lifting the advisory.

What to do if you haven't received a letter

- Call us right away! 530-877-4971, or
- Check your online account. Look for the 'Camp Fire Potability Date' on the address info tab or search for your address on the 'Advisory Lifted Map' at pidwater.com



Completed Builds / Rebuilds

Built after November 2018, has a permanent backflow device and certificate of occupancy.

Not under advisory

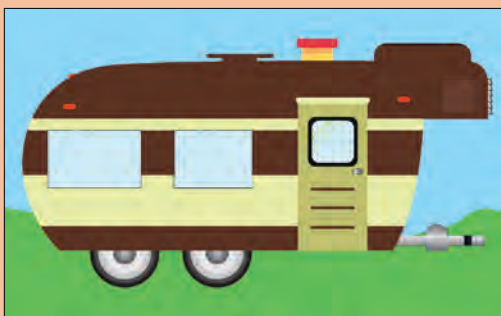
If your mainline is clear, your service lateral has been replaced and we've installed your permanent backflow device.

Be sure!

- ✓ You received a letter from PID lifting the advisory.

What to do if you haven't received a letter

If you're close to final inspection on your rebuild and you haven't received your advisory-lifted letter, call us at 530-877-4971. We'll need your address, date and details of your last inspection and estimated final inspection date.



Temporary / In Construction

Lots with interim water service. May have a temporary camping permit or in process of rebuild.

Under water quality advisory

DO NOT DRINK OR OTHERWISE INGEST the water provided from your service lateral through the Interim Water Service. Potable water, such as bottled drinking water should be used for all

- drinking,
- food preparation,
- ice making,
- teeth brushing and
- any other uses where water is ingested.

IMPORTANT: We've issued additional information for using your water for everyday purposes other than drinking. See back.

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Water Quality Advisory Reference Guide (Continued)

Temporary / In Construction



Before using water from an interim water service for the following needs, consult an independent certified water treatment consultant.

It may be possible to use the water from your interim water service under certain conditions for the following:





- showering
- hand washing
- bathing
- dishwashing
- Filling pools or hot tubs

A variety of treatment approaches (continuous-flow bypass, filtration, etc.) can be effective if they are designed and maintained properly. Questions? Contact us. If your water has a foul odor or color immediately discontinue use and contact us 24/7 at 530-877-4971

Explanation of potential risks from VOC contamination

The damage caused from the 2018 Camp Fire caused a potential for pipes to be contaminated with volatile organic compounds (VOCs) such as benzene and others. High concentrations of VOCs in water can cause acute reactions to skin and may even let off fumes into the air causing nausea and dizziness. VOCs are known carcinogens and even low levels of VOC's are dangerous over time. State and Federal agencies have developed standards to protect our health and safety from potential VOC contamination in water.

How safe is Paradise water from VOCs?

| Part of system | Flow-through mains | Dead-end mains | Service laterals to surviving structures & completed builds | Service laterals to burned lots |
|----------------|---|---|---|--|
| Status |  |  |  |  |
| Description | Large pipelines that deliver water from the treatment plant throughout town. All flow-through mains have been tested and meet drinking water standards. | Small pipelines that deliver water from large mains to smaller sidestreets. The remaining uncleared dead-end mains do not serve standing structures and account for roughly 5% of the water system. | These small pipes deliver water from the main to properties with surviving structures and completed rebuilds. These service laterals meet drinking water standards based on testing or replacement. | These small pipes deliver water from the main to burned lots or in-progress rebuilds. Based on random testing we estimate 48% of these service laterals meet drinking water standards. |

To Learn the status of any mainline in town visit [pidc.org/paradise](#) Agenda Page 129 and click on the 'Mainline Sampling Map'

Water Quality Advisory Update

April 2020

Paradise Irrigation District (PID) continues to work diligently to recover the water distribution system to full potability. We have made huge strides and are issuing the following update to the Water Quality Advisory for PID customers which was issued following the Camp Fire.

Since the Camp Fire, PID has developed and implemented a massive water quality testing program. The results of that program have been and continue to be shared in a transparent manner through the System Recovery Maps at www.pidwater.com/recovery. As a result of this testing and analysis of the data gathered, we are hereby revising the Water Quality Advisory originally issued December 20, 2018 with **3 Categories** as follows:

Category 1: Surviving Structures (The home or business existed before the 2018 Camp Fire and remained standing after):

1. Once you have received a letter from PID lifting the Water Quality Advisory, the water from your service is compliant with all water quality regulatory standards
2. If you have not received a letter yet, please contact us at 530-877-4971.

Category 2: New Builds/Rebuilds (Built after November 2018, has a permanent backflow device and certificate of occupancy):

1. Your service lateral will be replaced based on building permit and inspection status, with the goal of completing the service lateral replacement prior to final inspection.
2. Once you have received a letter from PID lifting the Water Quality Advisory, the water from your service is compliant with all water quality regulatory standards.
3. Until you receive that letter follow the recommendations under Category 3.

Category 3: Temporary/Pre-build (Lots with interim water service. May have a temporary camping permit or in process of rebuild):

1. The original Water Quality Advisory remains in place for Category 3. DO NOT DRINK OR OTHERWISE INGEST the water provided from your service lateral through the Interim Water Service. Potable water, such as bottled drinking water should be used for all
 - a. drinking,
 - b. food preparation,
 - c. ice making,
 - d. teeth brushing and
 - e. any other uses where water is ingested.

Potable drinking water and 5-gallon jugs are available free of charge at the PID office at 6332 Clark Road.

2. Before using the water from an Interim Water Service for the following needs, contact an independent certified water treatment consultant to assess suitability for:
 - a. showering,
 - b. hand washing,
 - c. bathing,
 - d. dish washing,
 - e. pool or hot tub filling, or
 - f. any other non-ingestion use.

A variety of treatment approaches (continuous flow bypass, filtration, etc.) may be effective if they are designed and maintained properly. If you have any questions in the design of these systems, please contact us. If your water has a foul odor or color, immediately discontinue use and notify PID.

The health and safety of our customers continues to be of utmost concern for the PID as we work together through the recovery process. If you have any questions or need specific guidance, please call us and we will be happy to help. We look forward to supporting the community as rebuilding efforts continue.



PARADISE IRRIGATION DISTRICT

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

TO: PID Board of Directors
FROM: Mickey Rich, Information Systems Manager
DATE: May 20, 2020
RE: Revision to Chapter 7, Policy & Procedures regarding discontinuance of water

The proposed revisions to Chapter 7 of the Paradise Irrigation District Policy and Procedures manual is a requirement for the District to comply with Senate Bill No. 998.

Please note, the proposed revision will be available following completion of review by Legal Counsel.

The recommended form of action is:

"I move to accept the revisions to chapter 7 of the District's policy and procedures manual."

CHAPTER 7

WATER RATES, OPERATING FEES AND BILLING PROCEDURES

7.1 WATER RATES

A current schedule of prevailing water rates, service charges, and operating fees shall be determined and approved by the Board and shall be available upon request at the District office. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.2 PUBLIC NOTIFICATION OF WATER RATE CHANGES

Revisions to water rates, service charges, and operating fees shall normally be established as required through the public hearing process. To the extent possible, water rate changes will become effective with the next billing date which will be at least thirty (30) days following the date on which the Board approved the rate change. The District will endeavor to make public notification of the rate changes through the news media and on customer water bills, space permitting. Emergency rate changes may become effective at the discretion of the Board.

7.3 SERVICE CALL CHARGE

A charge may occur for each service call where it is done for the convenience of the user or made necessary through non-payment of charges or to enforce the rules of the District. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.4 DUPLICATE BILLING CHARGE

At landowner's request, the District will send a duplicate billing to a second address (this does not change the landowner's responsibility for meter charges). A charge for this service will be added to the bill. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.5 SPECIAL METER READING CHARGE

A charge shall be made for any special reading requested by the owner. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.6 EXAMINATION OF METERS CHARGE

Upon executing an application and depositing an inspection fee, any customer may request that his meter be examined and tested to determine its accuracy. The inspection fee shall be fixed from time to time by the Board and be available upon request at the District office.

If such examination and test shows the meter to register over five percent (5%) more water than actually passed through it, the inspection fee will be returned to the customer and the bill for the preceding billing period and current billing period will be adjusted. If a water meter is not registering in excess of five percent (5%), the inspection fee will be retained by the District.

At the customer's request, arrangements will be made for the customer to be present while the test is being made.

7.7 READY TO SERVE CHARGE

7.7.1 Authorization –

Proper authorization shall be required to seal or unseal a water meter. A service call charge shall apply to seal a water meter. There will be no charge to unseal a water meter. During the period a meter is sealed, one-half the monthly water service charge shall apply. That same charge will also apply to sealed meters converted from the discontinued category of “temporarily removed meter”.

7.7.2 Tampered Meters or Delinquent Bill –

If meters are tampered with in any way or if a customer refuses to pay a delinquent water bill, the Manager may at his discretion have the meter removed and the fee for removing the meter shall be as fixed from time to time by the Board and be available upon request at the District office.

7.7.3 Discontinued Service –

If a property owner chooses to discontinue service and not pay the sealed meter rate (Discontinued Service) due to the effects of the Camp Fire, property owner will not be required to pay a meter removal charge. If service is later reactivated, the property owner may then be responsible for the cost of LEMO (Labor, Equipment, Materials, and Overhead) for the installation of a new service line from the District Main to the property line (Service Line) in an amount not to exceed \$500. Situations in which a service line may need to be replaced include, but are not limited to:

- A. If leak occurs on the Service Line to a property with Discontinued Service, the line will not be replaced, but turned off at the District Main.
- B. If the District is replacing a mainline that serves a property with Discontinue Service, the Service Line will not be replaced.

7.7.4 Reactivating Service –

A property owner reactivating service on a parcel with a Service Line that is still pressurized will be charged the same rate as a ¾" Meter Installation on a Developer Financed Service Line or LEMO, whichever is applicable.

7.8 BILLING PROCEDURES

7.8.1 Billing Period –

Section 7.8 of this policy shall constitute the District's policy on discontinuation of water service in accordance with California law. These sections of the policy and the formal shutoff notice shall be available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by at least ten percent (10%) of the people residing in the District's service area. The policy shall be posted on the District's website. The District shall annually report the previous year's number of discontinuations of residential service for inability to pay on its internet website and report this information, if required, to the State Water Resources Control Board.

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Customer accounts are billed every other month. The District will endeavor to read meters on the same working date every month. Variations to this practice will be in accordance with industry-accepted practices. Customers may make advance payments to maintain water service during their absence. The billing will reflect the current credit balance until expended. Monies placed on deposit will not bear interest.

7.8.2 Service –

The District reserves the right to refuse or discontinue service to any customer who is delinquent in payment of water charges, in accordance with District policy, unless and until such payments have been paid in full. This rule shall be effective notwithstanding the fact that the customer may not be the same person who owned the property when the delinquent charges were incurred.

Where service is at risk of being discontinued, payment may be accepted from a tenant. When this occurs, the District will have no reimbursement responsibilities to any party.

7.8.3 Delinquent Accounts –

Bills are due and payable on the date set forth in the bill. All charges shall become delinquent if not paid within twenty five (25) days after the date the bill is issued ("billing date"). ~~If the bill is not paid prior to the next billing, there shall be added thereto and become a part of such charges, and be collected by the District, a penalty of two percent (2 %) per month on delinquent balances. Application of such penalty shall continue until the account is current, or to the time when the~~

unpaid and delinquent charges are added to the annual assessment of the District as provided in the Water Code.

Water services may be discontinued if an account remains delinquent seventy (70) days after the bill is mailed. If delinquent charges are not paid fifty (50) days from original billing date, a fifteen (15) day notice shall be mailed to the customer and a Fifteen Day Notice fee shall be applied to the account. The Fifteen Day Notice fee shall be established in the Fees and Charges approved by the Board of Directors.

A formal shutoff notice shall be mailed seven (7) business days prior to the scheduled delinquency shutoff. If the formal shutoff notice is returned through the mail as undeliverable, then District staff shall make a good faith effort to visit the residence and leave the shutoff notice in a conspicuous location.

~~If delinquent charges are not paid fifty (50) days from original billing date, a fifteen (15) day notice shall be mailed to the customer and a Fifteen Day Notice fee shall be applied to the account. The Fifteen Day Notice fee shall be established in the Fees and Charges approved by the Board of Directors.~~

~~If delinquent charges, including the Fifteen Day Notice fee, are not paid thirteen (13) days from the issuance of the Fifteen Day Notice, a Forty Eight Hour Notice shall be delivered to the service location and a Forty Eight Hour Notice fee shall be applied to the account. The Forty Eight Hour Notice fee shall be established in the Fees and Charges approved by the Board of Directors.~~

~~If all delinquent charges are not paid within the forty eight hours of the Forty Eight Hour Notice, service will be terminated and a Meter Seal Fee shall be applied. The Meter Seal Fee shall be established in the Fees and Charges approved by the Board of Directors.~~

The formal shut-off notice generated in accordance with this section shall include the following: 1) the customer's name and address, 2) the amount(s) delinquent, 3) the date by which payment or arrangement for payment is required in order to avoid discontinuation of service, 4) a description of the process to apply for an extension of time to pay the delinquent charges, 5) a description of the procedure to petition for bill review and appeal, and 6) a description of the procedure by which the customer may request a deferred, reduced or alternative payment schedule, including an amortization of the delinquent service charges.

If all delinquent chargers are not paid, or payment arrangements have not been made within seventy (70) days from the original billing date, on the seventy-first date of delinquency, services will be terminated and a Meter Seal Fee shall be applied whether or not the meter was physically shut off. The Meter Seal Fee shall be established in the Fees and Charges approved by the Board of Directors.

All delinquent amounts and previously billed charges shall be paid before service will be reinstated.

Request for Deferred or Alternate Payment Schedule:

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Written request, with supporting documentation, delivered to District customer service staff is the sole procedure by which residential customers may request deferred or alternative payment schedules, including amortization of service charges. Eligible customers are those that make written request and provide (1) certification of a primary care provider that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of a resident of the customer's service address; and (2) the customer demonstrates that they are financially unable to pay for water service. A customer will be deemed financially unable to pay for service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level. Customers satisfying all of the foregoing criteria will be entitled to defer payment of delinquent charges by entering into an amortization agreement to allow the customer to pay the delinquent charges amortized over a three (3) month period, in addition to current charges that accrue for service each month. The amortization period in the agreement may be longer than three (3) months when District staff deems necessary, but shall not exceed twelve (12) months. If the customer fails to pay under the agreement for at least sixty (60) days, service may be discontinued with at least five (5) business days' notice posted at a prominent and conspicuous location at the property. Requests for deferral and amortization of bills are available to residential customers only and should be made prior to discontinuation of service by contacting Paradise Irrigation District at its office located at 6332 Clark Road, Paradise, California, telephone number 530-877-4791.

Appeal of Bill:

If a customer believes their bill, a charge thereon, or a determination of delinquency is incorrect the customer should immediately contact District staff by phone at 530-~~insert~~ 877-4971 or in person at the District's office located at 6332 Clark Road, Paradise. If the customer still believes the bill is incorrect after contacting District staff by phone or in person, they may promptly appeal a bill in writing to the District Manager no later than five (5) business days of receipt of a disputed courtesy or final delinquency notice. Customer appeal rights will lapse and be summarily rejected if not delivered and received by the District, in writing, within five (5) business days of the courtesy or final delinquency notice. Timely written appeals must state the reason(s) why the customer believes the bill is incorrect and may be mailed or delivered in person. The District Manager shall render a decision on written appeals in a timely manner, and the District Manager's decision will be considered final with respect to all charges then existing on the disputed bill. The District Manager may request additional information from the appealing customer and/or may conduct a hearing, if the District Manager believes such process will help in rendering a decision on the customer's appeal. The District Manager's decision, including the District Manager's findings, shall be provided to the customer in writing. Service shall not be discontinued while a written appeal is pending before the District Manager.

Written appeal to the District Manager is the sole procedure by which a customer may request reduced fees. The District Manager may grant such request, in the District Manager's discretion, only upon a finding that there was an error in computation of the customer's fees. Potential reduction in fees are available to residential services only.

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Termination of Water Service to Residential Occupants including those Served through a Master Meter or Individually Metered Tenants of Multi-Unit Residential Structures Implementing Public Utility Code Section 16481.1 B and Health and Safety Code § 116916 (b)

Paradise Irrigation District serves water to residential occupants through a master meter and individual meters in single-family and multi-unit residential structures and mobile home parks, where the owner, manager, or operator is listed as the customer of record.

These rules and regulations establish the procedure by which the District will inform the residential occupants of their rights when the master meter account or individual meter account is in arrears and service to the master meter or individual meter is threatened with termination.

1. Notice to Residential Occupants

Where the owner, manager or operator of a multi-unit residential structure or mobile home park or similar facility is listed by the District as the customer of record and the account is in arrears, every good faith effort will be made to inform the residential occupants by means of a written notice posted on the door of each residential unit at least fifteen (15) days prior to service termination that service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each residential unit, two copies of the notice will be posted in each common area and at each point of access to the structure or mobile home park or similar such area. The notice will be in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by at least ten percent (10%) of the people residing in the District's service area.

The notice will inform the residential customers of the following:

- a. That they have the right to become utility customers of the District to whom the service will be billed; and
- b. That they can become utility customers in this way without being required to pay the amount due on the delinquent account; and
- c. That in order to prevent the termination of service or to re-establish service, the residents must contact the District to sign up for service as set forth below.

2. Guidelines for Residential Occupants to Become Utility Customers of Paradise Irrigation District

Residential occupants of a multi-unit residential structure, mobile home park, or similar facility can become utility customers of the District and avoid termination of service, or reestablish service by becoming utility customers. The residential occupant should contact Paradise Irrigation District at its office located at 6332 Clark Road, Paradise, telephone number 530-877-4971, to request service.

The District may request the residential occupant to demonstrate creditworthiness as a condition for establishing credit. Creditworthiness will be established by the residential occupant by providing proof of prompt payment of rent or other similar credit obligations which have accrued during a six-month period of time prior to application for service.

The residential occupant may also want to contact the Community Legal Information Center at 25 Main Street, Suite 102, Chico, telephone 530-898-4354, which has been recommended by the Butte County Bar Association to provide legal advice in connection with these matters.

The District is not required to make service available to the residential occupants unless each residential occupant or a representative of the residential occupants agrees to the terms and conditions of service and meets the requirements of these Rules and Regulations. If one or more of the residential occupants, or a representative of the residential occupants are willing and able to assume responsibility for subsequent charges to the master meter account to the satisfaction of the District, service will be made available to the residential occupants who have met those requirements or on whose behalf those requirements have been met. A representative of the residential occupants does not include a tenants' association.

3. Liberal Construction

The District will liberally construe these Rules and Regulations to accomplish the purpose of ensuring that service to the residential occupants of a multi-unit residential structure, mobile home park or similar facility provided service through a master meter is not terminated due to non-payment unless the District has made every reasonable effort to continue service to the residential occupants.

End Discontinuance of Water Policy

Property owners shall be responsible for and receive all water statements regardless of whether or not the property or premises is being rented or leased by others. Only property owners shall be allowed to make application for water service. A property owner may request duplicate bills be sent to the tenant for a fee. The property owner will remain responsible for unpaid charges. The Duplicate Billing Fee shall be established in the Fees and Charges approved by the Board of Directors.

The District reserves the right to refuse or discontinue service to any customer who is delinquent in payment of water charges unless and until such payments have been paid in full. This rule shall be effective notwithstanding the fact that the applicant may not be the same person who owned the land when the delinquent charges were incurred.

All delinquent water bills and charges for service remaining unpaid at the time of setting the annual tax rate may be added to and become part of the annual assessment levied by the District as provided for in the Water Code of the State of California.

The District Billing Clerk with approval of the District Manager may file a lien against the property for delinquent water bills and charges for service. The District Billing Clerk, with the approval of the District Manager, may require a deposit, up to the equivalent of the charge for 150 days maximum use, in the event of a bankruptcy after the date of order for relief. The deposit may be applied to 20 percent of each bill until the deposit is reduced to the equivalent of 30 days (1 billing period) maximum use. This reduced deposit shall remain for one year at which time it may be credited to succeeding bills until depleted.

7.9 LEAK POLICY, ADJUSTMENTS, AND APPEALS

The customer is responsible for all water going through the meter. Leaks caused by frozen or broken pipes, damage, or other leaks on the customer's side of the meter shall be the responsibility of the customer. The District may, upon request of the customer, provide for a payment plan of up to one year, with no penalties, to assist customers in paying amounts billed that are attributed to a leak.

An identified leak will not result in a customer moving to a higher service charge classification so long as the leak is repaired in a timely manner. Upon request of the customer, the District will determine if a leak will result in a change in classification, based upon the circumstances, magnitude, and duration of the leak.

Online customer usage data and leak notification is available to customers. The customers are expected to respond to leak detection notifications from the District and repair leaks promptly.

The District may, upon written request of a customer supported by repair bills or other appropriate documentation, adjust such customer's bill in the case of loss of water due to

circumstances beyond the reasonable control of such customer, such as a mechanical malfunction, blind leak, theft of water, vandalism, unexplained water loss or other unusual or emergency conditions. Adjustments shall not be made for faucet or toilet leaks.

The District will use its automated billing system to determine the amount of water usage attributable to the leak. Customers that fix leaks within seven days of the District's leak notification, may, upon the customer's request, and if the District determines that an adjustment is appropriate and reasonable under the circumstances, receive a credit for leak usage of up to seven days from the District's notification.

The District Manager, or his or her designee, may, in his or her sole discretion, grant an adjustment for usage attributed to the leak that occurred after the above-described seven-day period. In making such a determination, the District Manager, or his or her designee, may take into account the cause of water loss, any negligence or fault of the customer in connection therewith, and the difficulty of repair.

Any customer seeking relief under this policy must make a written request to the District as soon as possible and in no event later than ninety days after the closing date of the billing cycle in which the leakage occurred.

The District's determinations under this policy will be made by District staff in writing and mailed to the owner at the billing address on the District's records. Any person aggrieved by a staff determination may file a written appeal to the Board of Directors, no later than sixty days after the date of staff's determination. The Board will consider the appeal and make its decision at a noticed public meeting.



PARADISE IRRIGATION DISTRICT

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

TO: PID Board of Directors
FROM: Mickey Rich, Information Systems Manager
DATE: May 20, 2020
RE: Approval of Temporary Telecommuting Policy and Employee Agreement

The proposed temporary telecommuting policy and short-term telecommuting agreement are an important part of the District's pandemic response. The attached policy outlines the proposed requirements and procedures to allow telework arrangements.

Our current experience with telecommuting has been positively received by both management and employees and has allowed the District to continue business operations in this difficult time.

The recommended form of motion is:

"I move to accept the Temporary Telecommuting Policy and Short-term Telecommuting agreement as written."

Paradise Irrigation District

Temporary Telecommuting Policy

Objective

The Paradise Irrigation District (District) desires to establish a temporary policy to provide procedures that facilitate telecommuting during the time of pandemic or other emergency.

Procedures

Any telecommuting arrangement, a copy of which is attached hereto as Exhibit A made will be and may be discontinued at will and at any time at the request of either the telecommuter or the decision of the District Manager. The District Manager's decision is not subject to challenge or review. Every effort will be made to provide advance notice of such change. There may be instances, however, when no notice is possible.

Eligibility

Before entering into any telecommuting agreement, the employee and supervisor, with the assistance of the Office and Customer Service Manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and supervisor will review the physical workspace needs and the appropriate location for the telework.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and supervisor agree, and the District Manager concurs, a telecommuting agreement will be signed by all parties.

Evaluation of telecommuter performance will include regular interaction by phone and e-mail between the employee and the supervisor, and face-to-face meetings to discuss work progress and problems. The supervisor and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

On a case-by-case basis, the District will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, and other

office equipment) for each telecommuting arrangement. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Paradise Irrigation District accepts no responsibility for damage or repairs to employee-owned equipment. The District reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all District property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all District property will be returned to the District, unless other arrangements have been made.

The District will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The District will also reimburse the employee for business-related expenses, such as shipping costs, that are reasonably incurred in carrying out the employee's job.

The employee will establish an appropriate work environment within his or her home for work purposes. The District will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, internet connection, furniture or lighting, nor for repairs or modifications to the home office space.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company District and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The District will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the District's workers compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite. Telecommuting employees are prohibited from holding in-person meetings for PID business in his or her home.

Telecommuting is not designed to be a replacement for dependent care.

Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the District's time-keeping system. Telecommuting employees are required to work normal workday / work week and observe meals and breaks as defined in the rules and regulations between the employee's bargaining unit and PID. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Availability

Telecommuting employees are expected to be available to their co-workers and supervisors by phone or email during normal workhours. The telecommuting employee must be available on short notice to travel at his or her own expense to PID facilities when requested by the supervisor or District Manager.

Short-Term Telecommuting Agreement between the Paradise Irrigation District (District) and Employee

Employee Information

Name: _____ Hire date: _____

Job title: _____

Department: _____

FLSA status: ☐ Exempt ☐ Nonexempt

This temporary telecommuting agreement will begin and end on the following dates:

Start date: _____ End date: _____

Temporary work location: _____

Employee schedule: _____

The employee agrees to the following conditions:

The employee will remain accessible and productive during scheduled work hours.

Nonexempt employees will record all hours worked and meal periods taken in accordance with regular timekeeping practices.

Nonexempt employees will obtain supervisor approval prior to working unscheduled overtime hours.

The employee will report to the employer's work location as necessary upon directive from his or her supervisor.

The employee will communicate regularly with his or her supervisor and co-workers.

The employee will comply with all District rules, policies, practices, and instructions that would apply if the employee were working at the District's main work location.

The employee will maintain satisfactory performance standards.

The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care.

The employee will maintain a safe and secure work environment at all times.

The employee will allow the District to have access to the telecommuting location for purposes of assessing safety and security, upon reasonable notice by the District.

The employee will report work-related injuries to his or her supervisor as soon as practicable.

District will provide the following equipment: _____

The employee will provide the following equipment: _____

The employee agrees that District equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on District equipment. The employee understands that all tools and resources provided by the company shall remain the property of the company at all times.

The employee agrees to protect company tools and resources from theft or damage and to report theft or damage to his or her manager immediately.

The employee agrees to comply with District's policies and expectations regarding information security. The employee will be expected to ensure the protection of District and customer information accessible from the home offices.

The employee understands that all terms and conditions of employment with the company remain unchanged, except those specifically addressed in this agreement.

The employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.

The employee agrees to return District equipment and documents within five days of termination of employment.

Employee signature: _____ Date: _____

District Manager signature: _____ Date: _____

Supervisor signature: _____ Date: _____



PARADISE IRRIGATION DISTRICT

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

TO: PID Board of Directors
FROM: Kevin Phillips, District Manager
DATE: May 20, 2020
RE: Pandemic Response Plan

The District has an emergency response plan that contains various action plans for staff to refer to when planning for and responding to a natural or other emergency. Staff wishes to add the following pandemic response plan to be included in the Districts existing emergency response plan.

The recommended form of motion is:

"I move to accept the Pandemic Response Plan as written."

PANDEMIC
CONTINUITY OF OPERATIONS
PLAN

Paradise Irrigation District

FOR OFFICIAL USE ONLY

Paradise Irrigation District has operations that must be performed, or rapidly and efficiently resumed, in an emergency. While the impact of an emergency cannot be predicted, planning for operations under such conditions can mitigate the impact of the emergency on our people, our facilities and our mission.

This continuity of operations plan (COOP) is designed to ensure that essential operations can be performed during a pandemic. These operations are the foundation upon which the COOP is built. Continuity of Operations Plans for man-made or natural disasters are important resources in providing essential services to our customers during an emergency.

Necessary actions to take during different stages of a pandemic are located in Section 3.0 of the plan. Later sections of the plan provide details and background information.

This plan will be updated periodically as required to incorporate new directives/strategies, new information technology, legislative changes, and procedural changes based on lessons learned and best practices identified during exercises and actual events. A full review, update, and approval of the plan will be conducted annually. Revised plans will be distributed to the appropriate individuals.

1.0 INTRODUCTION

Flu pandemics occurred in 1918, 1957 and 1968. Public health and medical experts at the World Health Organization (WHO) and elsewhere believe that another pandemic could occur at any time. Flu Pandemics occur when an influenza virus with severe health effects undergoes genetic shift and human to human transmission occurs readily.

A Center for Disease Control and Prevention (CDC) study of disease rates for a new pandemic estimated that in the United States, 40 – 100 million people could be sickened. The CDC study provided a “most likely estimate” death toll of 89,000 – 300,000, with “best case” to “worst case” death toll range of 75,000 – 422,000.

It is considered unlikely that properly treated drinking water can serve as a mode of transmission. However, a pandemic could cause serious disruptions to the operations of drinking water systems. These disruptions could be caused by staffing shortages, power disruptions, and shortages of chemicals and other supplies. Protecting employee health is vital for continuing operations, especially if another emergency, e.g. flooding, occurs during an influenza pandemic. Ensuring continuity of operations for drinking water systems is crucial to protect public health and safety, and to the economy of all communities.

Plans for maintaining essential functions and services in a pandemic must emphasize and implement procedures such as social distancing techniques, infection control and personal hygiene, cross-training, and telecommuting. Protecting the health and safety of employees must be a major focus of planning in order to ensure the continuity of essential functions. Vaccines and antiviral medications will be important tools for reducing the impact of pandemics.

1.1 Definitions (from www.pandemicflu.gov)

Pandemic influenza is virulent human flu that causes a global outbreak, or pandemic, of serious illness. Because there is little natural immunity, the disease can spread easily from person to person. Currently, there is no pandemic flu.

Seasonal (or common) flu is a respiratory illness that can be transmitted from person to person. Most people have some immunity, and a vaccine is available.

Social Distancing are measures to increase the space between people and decrease the frequency of contact among people.

Teleworking (or Telecommuting) is working from home or an alternate site and avoiding commuting to the workplace through telecommunication (computer access).

2.0 PURPOSE

The purpose of this plan is to provide information and action steps for preparation, response, and recovery in the event of pandemic. This plan should be used in conjunction with existing emergency plans.

3.0 PANDEMIC ALERT LEVELS AND ACTIONS

3.1 Pandemic Phases, Stages, and Water System Alert Levels

Paradise Irrigation District will implement its Pandemic COOP in response to changes or “triggers” in the Federal Government (U.S.) Response Stages. Preparation and actions are listed in Section 3.2 of this plan. Notification of various stages and actions will follow the normal chain of command. Managers and supervisors will be responsible for implementation following the normal chain of command. Details of preparations and response actions are listed in later sections of this plan.

Table 1 shows the relationship between Federal Government Stages, World Health Organization Phases, and suggested alert levels for water systems.

Table 1 – Relation between Water System “Alert Levels” and Pandemic Stages/Phases

| WHO Phase 1 or 2: InterPandemic Period | WHO Phase 3 Pandemic Alert Period | WHO Phase 4 or 5 Pandemic Alert Period | WHO Phase 6 Pandemic Period | | | |
|---|---|---|---|-----------------------------------|---|---|
| U.S. Stage 0 | U.S. Stage 1 | U.S. Stage 2 | U.S. Stage 3 | U.S. Stage 4 | U.S. Stage 5 | U.S. Stage 6 |
| New Domestic Animal Outbreak in At-Risk Country | Suspected Human Outbreak Overseas | Confirmed Human Outbreak Overseas | Widespread Human Outbreaks in Multiple Locations Overseas | First Human Case in North America | Spread throughout United States | Recovery and Preparation for Subsequent Waves |
| Water System Planning Stage | Water System Pre-Pandemic Alert Level A | | Water System Pre-Pandemic Alert Level B | | Water System Pre-Pandemic Alert Level C | Water System Preparation for Next Pandemic Wave Alert Level D |

Note: The relationship between WHO Phases 1 - 3 and U.S. Stages 0 - 2 is approximate. WHO Phase 3 begins while U.S. Stage 0, “New domestic animal outbreaks in at-risk country” is still in effect.

3.2 Pandemic Planning

Table 2, “Pandemic Planning and Preparation”, indicates suggested actions for water systems to undertake in preparation for a pandemic. Tables 3, 4, 5 and 6 in section 3.3 list actions for water systems to undertake in response to various pandemic stages.

Table 2 – Pandemic Planning and Preparation

| Pandemic Planning and Preparation | | |
|-----------------------------------|--|-----------|
| Responsible Person or Team | Water System Action | Completed |
| | Identify critical functions that must be kept in operation. | |
| | Identify critical supplies, e.g. chlorine, necessary to maintain safe water. | |
| | Identify essential personnel. | |
| | Identify cross training needs and conduct cross training. | |
| | Develop pandemic influenza plan. | |
| | Participate in pandemic influenza planning and exercises with local public health and regulatory officials. | |
| | Consider developing mutual aid agreements. | |
| | Update Standard Operating Procedures for plant operations and other essential functions. | |
| | Define roles and responsibilities for all personnel during a pandemic. | |
| | Educate all employees regarding pandemic policy (changes in work rules, etc.), infection control measures (hygiene measures, use of N-95 masks, etc) and flu symptoms. | |
| | Plan for supply disruptions: Develop alternate treatment chemicals, supplies, and power. | |
| | Acquire supplies for sanitizing and personal protection: sanitizing stations, sanitizing agents, latex/vinyl gloves, and N-95 masks. | |
| | Develop emergency supply kits (food, water, PPE) to critical facilities. | |
| | Ensure IT system is capable for telecommuting and provide secure access to appropriate employees. | |
| | Establish necessary pandemic policies: Emergency communications, travel, social distancing, telecommuting, sequestering critical staff on-site, screening employees for influenza, sick leave (for sending employees home that have exceeded sick leave limits or have no accrued sick leave). | |
| | Encourage employees to receive annual influenza vaccinations and to stay home when they have influenza. | |
| | Set up pandemic influenza surveillance notification system with local public health officials. | |
| | Reserve funds for emergency purchases at increased costs. | |
| | Encourage employees and public to develop home emergency kits (food, water, etc.) and plans. | |

3.3 TRIGGERS – Water System Actions in Response to Pandemic Stages

Table 3 – Alert Level A – Pre-Pandemic Actions

| Alert Level A - Pre-Pandemic Preparation (Suspected human outbreaks overseas - Confirmed human outbreaks overseas) | | |
|---|--|-----------|
| Responsible Person or Team | Actions | Completed |
| | Responsible Person or Team Actions Completed Remind employees regarding pandemic policy (changes in work rules, etc.) and infection control measures (hygiene measures, use of N-95 masks, etc) and flu symptoms. | |
| | Review preparations for supply disruptions and staffing shortages (cross training and alternate treatment chemicals, suppliers, and backup power systems. | |
| | Set up sanitizing stations and provide work areas with sanitizing agents, latex/vinyl gloves, and N-95 masks. | |
| | Distribute emergency supply kits (food, water, personal protection equipment) to critical facilities. | |
| | Establish or finalize necessary pandemic policies: Emergency communications, travel, social distancing, telecommuting, sequestering critical staff on-site, screening employees for influenza, sick leave (for sending employees home that have exceeded sick leave limits or have no accrued sick leave). | |
| | Encourage employees to receive annual influenza vaccinations and to stay home when they have influenza. | |
| | Monitor pandemic status through pandemicflu.gov and local public health. | |
| | Maintain contact with critical supply vendors, e.g. chlorine, electric, gas, to determine their ability to deliver supplies. | |
| | Suspend travel outside state when human outbreaks are confirmed. | |
| | | |
| | | |
| | | |

Table 4 – Alert Level B – Pandemic Actions

| Alert Level B – Pandemic (Widespread human outbreaks in multiple locations overseas) | | |
|---|--|-----------|
| Responsible Person or | Actions | Completed |
| | Responsible Person or Team Actions Completed | |
| | Communicate pandemic status, and provide infection | |
| | Remind all employees to stay home when they have influenza. | |
| | Implement influenza screening (based on symptoms) of employees. | |
| | Suspend all travel. | |
| | Focus on conducting essential functions only. | |
| | Prepare to implement necessary pandemic policies for social distancing, telecommuting, sequestering critical staff on-site, screening employees for influenza, sick leave (for sending employees home that have exceeded sick leave limits or have no accrued sick leave). | |
| | Maintain contact with critical supply vendors, e.g. chlorine, electric, gas, to determine their ability to deliver supplies. | |
| | Prevent access to facilities by non-employees unless necessary. | |
| | Prepare for use of cross trained employees. | |
| | Review line of succession plans and update as necessary. | |
| | Continue to monitor pandemic status through pandemicflu.gov and local public health. | |
| | Provide supplies at facilities for sequestering essential staff. | |
| | Document actions and additional expenses. | |

Table 5 – Alert Level C – Pandemic Actions

| Alert Level C – Pandemic (Spread throughout North America) | | |
|---|---|-----------|
| Responsible Person or Team | Actions | Completed |
| | Communicate pandemic status to all employees. | |
| | Focus on conducting essential functions only. | |
| | Remind all employees to stay home when they have influenza. | |
| | Continue influenza screening (based on symptoms) of employees. | |
| | Consider modifications of treatment to conserve chemicals and energy. | |
| | Reassign staff to insufficiently staffed facilities. | |
| | Consider sequestering essential personnel at facilities. | |
| | Provide daily absentee reports to Manager. | |
| | Suspend all travel. | |
| | Eliminate all non-essential face to face meetings. | |
| | Provide transportation to employees as necessary. | |
| | Maintain contact with critical supply vendors, e.g. chlorine, electric, gas, to determine their ability to deliver supplies. | |
| | Continue to monitor pandemic status through pandemicflu.gov and local public health. | |
| | Document actions and additional expenses. | |
| | Keep records of employees that have recovered from influenza. They will be vital for maintaining operations because of their acquired immunity. | |

Table 6 – Alert Level D – Pandemic Recovery and Preparation Actions

| Alert Level D – Pandemic Pandemic Recovery and Preparation Actions | | |
|---|---|-----------|
| Responsible Person or Team | Actions | Completed |
| | Continue essential functions and evaluate reinstating nonessential activities. | |
| | Communicate pandemic status to all employees. Stockpile essential supplies. | |
| | Allow necessary travel on a case by case basis. | |
| | Maintain contact with critical supply vendors, e.g. chlorine, electric, gas, to determine their ability to deliver supplies. | |
| | Restock supplies at facilities for sequestering essential staff. | |
| | Evaluate response and update plans. | |
| | Continue to monitor pandemic status through pandemicflu.gov and local public health. | |
| | Document actions and additional expenses. | |
| | Remind all employees to stay home when they have influenza. | |
| | Keep records of employees that have recovered from influenza. They will be vital for maintaining operations because of their acquired immunity. | |
| | | |
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4.0 PANDEMIC PLANNING ASSUMPTIONS

These assumptions are adopted from the National Strategy for Pandemic Influenza Implementation Plan and Business Continuity Planning Assumptions for Influenza Pandemics from the North American Electric Reliability Council.

4.1 GENERAL ASSUMPTIONS

1. An influenza pandemic will occur in the future but timing of the outbreak is uncertain.
2. Susceptibility to the pandemic influenza virus will be universal.
3. Efficient and sustained person-to-person transmission signals an imminent pandemic.
4. The clinical disease attack rate will likely be 30 percent or higher in the overall population during the pandemic. Illness rates will be highest among school-aged children (about 40 percent) and decline with age. Among working adults, an average of 20 percent will become ill during a community outbreak. Some persons will become infected but not develop clinically significant symptoms. Asymptomatic or minimally symptomatic individuals can transmit infection and develop immunity to subsequent infection.
5. Of those who become ill with influenza, 50 percent will seek outpatient medical care. With the availability of effective antiviral drugs for treatment, this proportion may be higher in the next pandemic.
6. The number of hospitalizations and deaths will depend on the virulence of the pandemic virus. Estimates differ about 10-fold between more and less severe scenarios. Two scenarios are presented based on extrapolation of past pandemic experience (Table 7). Planning should include the more severe scenario. Risk groups for severe and fatal infection cannot be predicted with certainty but are likely to include infants, the elderly, pregnant women, and persons with chronic medical conditions. D-13
7. Rates of absenteeism will depend on the severity of the pandemic. In a severe pandemic, absenteeism attributable to illness, the need to care for ill family members, and fear of infection may reach 40 percent during the peak weeks of a community outbreak, with lower rates of absenteeism during the weeks before and after the peak. Certain public health measures (closing schools, quarantining household contacts of infected individuals, "snow days") are likely to increase rates of absenteeism.
8. The typical incubation period (interval between infection and onset of symptoms) for influenza is approximately two days.
9. Persons who become ill may shed virus and can transmit infection for up to one day before the onset of symptoms. Viral shedding and the risk of transmission will be greatest during the first two days of illness. Children usually shed the greatest amount of virus and therefore are likely to post the greatest risk for transmission.
10. On average, infected persons will transmit infection to approximately two other people.
11. A pandemic outbreak in any given community will last about six to eight weeks for each wave of the pandemic.
12. Multiple waves (periods during which community outbreaks occur across the country) of illness could occur with each wave lasting two-three months. Historically, the largest waves

have occurred in the fall and winter, but the seasonality of a pandemic cannot be predicted with certainty.

13. The stages of the pandemic should occur sequentially, though they may overlap or occur so rapidly as to appear to be occurring simultaneously or being skipped. For example, the pandemic could spread so rapidly that Federal Government Response Stages 3 and 4 may be activated simultaneously or the status could change directly from Stage 3 to 5.

| Table 7: Number of Episodes of Illness, Healthcare Utilization, and Death Associated with Moderate and Severe Pandemic Influenza Scenarios in the United States* | | |
|--|--|--------------------------------------|
| Characteristic | Moderate Pandemic (similar to 1957, 1968) | Severe Pandemic (similar to 1918) |
| Illness | 90 Million (30%) | 90 Million (30%) |
| Outpatient Medical Care | 45 Million (50%) | 45 Million (50%) |
| Hospitalization | 865,000 | 9,900,000 |
| ICU Care | 128,750 | 1,485,000 |
| Mechanical Ventilation | 64,875 | 745,500 |
| Deaths | 209,000 | 1,903,000 |

*Estimates based on extrapolation from past pandemics in the United States. Note that these estimates do not include the potential impact of interventions not available during the 20th century pandemics.

4.2 PARADISE IRRIGATION DISTRICT ASSUMPTIONS

1. Source water pumping, complete water treatment, treated water pumping and (other critical functions) will remain operational during a pandemic influenza outbreak.
2. Alternate facilities may be activated for use during a pandemic to separate staff, i.e. implement social distancing protocols. A pandemic influenza event does not necessarily require the use of alternate facilities.
3. Essential functions, operations and support requirements will continue to be people-dependent. Social distancing, hygiene, health screening and other measures may need to be implemented to protect the utility's work force.
4. Disruptions of power and supplies, transportation restrictions, and staffing reductions could affect the performance of essential functions.
5. Water utilities must be prepared to rely on their own resources. The widespread effects of pandemic influenza would impact mutual aid from other utilities.

5.0 PANDEMIC RESPONSE TEAM AND COORDINATOR

Paradise Irrigation District has designated the District Manager as the Pandemic Coordinator. The Information System Manager shall serve as the Alternate Pandemic Coordinator. Distribution Superintendent will establish a Pandemic Response Team (PRT) to anticipate the impacts of a pandemic on Paradise Irrigation District and to assist with developing strategies to manage the effects of a pandemic outbreak. Each Division shall establish and designate a representative to the PRT.

6.0 ESSENTIAL OPERATIONS

6.1 Essential Functions

Table 8 is an example list of essential functions with associated employees. In order to minimize the effects of a pandemic on staff and essential functions, Paradise Irrigation District will emphasize and implement procedures such as social distancing techniques, infection control and personal hygiene, and cross-training.

Table 8: Example - Essential Functions and Supporting Information

| | Essential Function | Primary Employees | Backup Employees |
|---|--|-------------------|------------------|
| 1 | Water Treatment | | |
| 2 | Pumping | | |
| 3 | Water Treatment and Pumping Equipment Repair | | |
| 4 | Distribution System Critical Maintenance & Repairs | | |
| 5 | Distribution System Water Testing | | |

7.0 CRITICAL POSITIONS AND MINIMUM STAFFING LEVELS

7.1 Identification of Essential Positions and Skills

The Paradise Irrigation District shall identify positions, skills, and personnel needed to continue essential functions and services. Back-up personnel will also be identified and cross trained. (The utility may decide to attach “Essential Personnel” stickers on the back of ID badges for security and screening of non-essential personnel.)

8.0 CROSS TRAINING AND ALTERNATE WORK ARRANGEMENTS

8.1 Cross Training

Employees will be cross-trained in advance of pandemics so that back-up workers are available for essential functions. Employees in non-essential and essential positions will be trained to perform essential tasks that are not part of their job description. Discussions should be held with unions and human resource departments to prepare for these situations. Table 9 provides a list of primary and backup employees.

8.2 Alternate Work Schedules

Regular work schedules may be modified in the event of a pandemic. Departments should review normal work schedules and determine how they can be modified to promote social distancing and

continuity of operations. During pandemics, overtime is probable but meal and rest periods will still be required. Notification periods in collective bargaining agreements may be suspended.

8.3 Telework

Telework, aka Telecommuting can be an integral part of plans and procedures to maintain essential functions and services in an influenza pandemic. Paradise Irrigation District shall analyze its current IT capability for teleworking and identify which personnel can perform essential functions by teleworking during a pandemic. The Information System Manager shall develop and evaluate telework plans, procedures, and capabilities through reviews, testing, post-incident reports, lessons learned, performance evaluations, and exercises. Procedures shall be established to ensure that corrective action is taken on any deficiency identified in the evaluation process.

See Temporary Telework Policy

9.0 EMPLOYEE HEALTH PROTECTION

9.1 Vaccinations and Antiviral Medications

Employees should be encouraged to receive annual seasonal vaccinations. These vaccinations could protect the health of their work force before a pandemic. Establishing a relationship in advance with local public health officials could facilitate the distribution of anti-virals and vaccines to water system personnel. Prioritization of vaccination and antivirals distribution follows guidance from the U.S. Department of Health and Human Services Pandemic Influenza Plan. In accordance with guidance from the Public utility personnel are in Tier 2, subtier B for vaccinations and Tier 8 for antivirals distribution

Antivirals must be taken within 48 hours of symptoms to be effective (CDC). The current potential pandemic virus, H5N1 is resistant to amantadine and rimantadine, but oseltamavir and zanamavir would probably be effective (pandemicflu.gov).

9.2 Personal Protective Equipment and Supplies to Stockpile

Advance training and “just-in-time” training should be provided to employees regarding infection control measures. The following infection control supplies should be provided or made available at all times to employees:

- Soap and paper towels within washrooms
- Soap and paper towels within kitchen areas
- Hand sanitizer stations at various work areas
- Tissues
- Disinfectant spray for surfaces
- Extra trash cans and garbage bags for tissue disposal
- Personal Protective Equipment: Vinyl/latex gloves, N95 masks

9.3 Basic Hygiene

Employees shall be educated and reminded of hygiene measures to prevent the spread of disease:

- Cover coughs and sneeze with a tissue (or into shirt sleeve if necessary).
- During pandemics: Avoid hand shaking (use alternatives like nodding, elbow bumping, etc.).
- Keep work area and home clean and disinfected.
- Stay home when ill.
- Wash hands often, especially before eating (or touching near mouth, nose or eyes).
- Wash hands before and after smoking.
- Hand sanitizers are only effective if hands are not soiled.

9.4 Disinfection

During a pandemic workplace cleaning measures will be required on a daily basis to minimize transmission of influenza virus through hard surfaces (counters, door knobs, etc.). Thorough cleaning should be performed before disinfection, especially for the work areas of an ill employee. Disinfectants that can inactivate viruses should be used. Influenza viruses may live up to two days on surfaces. Employees should wear a mask and gloves when cleaning and disinfecting. The gloves and masks should be discarded afterwards. Hands must be washed and sanitized after the procedure.

9.5 Travel Restrictions and Social Distancing

Social Distancing are measures to increase the space between people and decrease the frequency of contact among people. Travel will be restricted or eliminated according to plans for alert levels A, B, and C.

Alert Level A (confirmed human cases overseas) – Travel is restricted to in-state only.

Alert Level B and C (widespread human outbreaks in multiple locations overseas - first human cases in North America) – All travel is suspended.

Alert Level D (preparation for next pandemic wave) – Necessary travel evaluated on case by case basis.

9.6 Employee Influenza Screening

Supervisors may rely on observations of employee symptoms to determine if an employee has influenza. These symptoms include:

- Fever
- Cough
- Sore throat
- Muscle aches
- Eye infections (conjunctivitis)
- Pneumonia

- Acute respiratory distress

9.7 Ill Employees

Employees with influenza symptoms should be isolated and sent home as soon as possible to prevent the spread of influenza. When the employee's condition improves to the point where the employee no longer poses a health hazard to fellow employees, the employee shall contact his or her supervisor and arrange for the employee's return to work.

Treatment of employees with influenza will be problematic because the health care system will be overwhelmed by a pandemic. Records should be kept of employees who have recovered from pandemic influenza. These employees will be vital for operations because of their acquired immunity.

10.0 CHAIN OF SUPPLY

10.1 Essential Contract and Support Services and Other Interdependencies

To prepare for pandemic influenza:

Existing inventory will be supplemented to keep essential services functioning for 7 days or more. Vendors of critical products and services shall be identified. Discussions with vendors shall include vendor plans for ongoing services and/or shipments in the event of absences, shortages, or disruptions in transportation systems. Paradise Irrigation District shall initiate pre-solicited, signed and standing agreements in accordance with procurement policy with contractors and other third parties to ensure fulfillment of supply and service requirements.

Paradise Irrigation District shall develop relationships with more than one supplier should a primary contractor be unable to provide the required service. Table 10 is a sample chart used to depict the Contractual Staff and other interdependencies necessary to perform essential functions.

Table 10: Example - Essential Contractual Arrangement and Interdependencies

| Essential Supply or Service | Primary Contractor And Contact Info. | Back-up Contractor And Contact Info. |
|------------------------------------|---|---|
| Chlorine | | |
| Water Main Repair | | |
| | | |

11.0 HUMAN RESOURCES & UNION CONTRACT ISSUES

Discussions should be held with unions and human resource departments to prepare for alternate work arrangements that may be implemented during pandemics.

12.0 COMMUNICATION PLAN

Communications Plan

Paradise Irrigation District shall develop a Communications Plan and mechanisms to provide relevant information to internal and external stakeholders, including but not limited to instructions for determining the status of agency operations and possible changes in working conditions and operational hours.

1. Paradise Irrigation District will communicate with the community and District customers about the following:
 - a. Customer Service Practices
 - b. Office Hours
 - c. Emergency response
 - d. Field work / response time
 - e. Meeting information
 - f. Water safety issues or concerns
2. Communicate with public using existing outlets such as social media, mass email tools, billing newsletter and coordinated outreach with other local agencies.
3. Develop a response page on the District web site to regularly update the community on changes to District practices during the response.
4. Develop appropriate signage for visitors District worksites

According to the National Strategy for Pandemic Influenza Implementation Guidance, workplace risk can be minimized through implementation of systems and technologies that facilitate communication without person-to-person contact.

13.0 DELEGATION OF AUTHORITY & NIMS

At the height of a pandemic wave, absenteeism may reach a peak of 40 percent. As such, delegations of authority are critical. Paradise Irrigation District shall plan for delegations of authority that are at least three deep per responsibility to help assure continuity of operations over an extended time period, i.e., 30-60-90 days.

All employees should receive National Incident Management System training. Supervisors and managers should be certified at IC 300 and 400 levels.

14.0 INDIVIDUAL AND FAMILY PANDEMIC PREPARATION

Essential personnel should have family care succession plans in place to ensure that they can report to work if schools are closed, family members are ill, etc. All employees should receive educational materials that describe pandemic influenza protection measures for families. These materials are in Appendix F of this plan.

15.0 PANDEMIC PREPARATION TRAINING

15.1 Testing, Training, Exercises Testing, training, and exercising are essential to assessing, demonstrating, and improving the ability of organizations to maintain their essential functions and services.

15.2 Social Distancing

Paradise Irrigation District shall conduct annual tests, training, and exercises to ensure sustainable social distancing techniques, including telecommuting capabilities, and to assess the impacts of reduced staff on the performance of essential functions.

15.3 Tabletop, Functional, and Full-Scale Exercises

Paradise Irrigation District shall conduct annual pandemic exercises (tabletop, functional, or full scale) to examine the impacts of pandemic influenza on essential functions, to familiarize personnel with their responsibilities, and to validate the effectiveness of pandemic influenza COOP planning by senior leadership. (Attach Testing, Training and Exercise Plan in appendix.)

15.4 Annual Awareness Training

Paradise Irrigation District shall conduct annual awareness briefings specific to pandemic influenza.

15.5 Cross-Training Successors and Back-up Personnel

Paradise Irrigation District shall identify and train back-up personnel, by position, needed to perform essential functions.

APPENDICES

Template APPENDIX A - Water Utility Pandemic Influenza Planning Checklist

Template APPENDIX B – Essential Functions and Resources (Personnel, equipment, supplies, power, and other requirements, e.g. Supervisory Control and Data Acquisition Systems.)

Template APPENDIX C – Essential Personnel List (With qualifications, skills, certifications, etc.)

Template APPENDIX D – Inventory of Supplies (Utility specific information)

Template APPENDIX E – Testing, Training, and Exercise Plan (Utility specific information)

Template APPENDIX F – Educational Materials

APPENDIX E: Pandemic Influenza Planning Checklist

Water Utility Pandemic Influenza Planning Checklist

The following checklist is a modified version of a pandemic flu checklists developed by the United States Department of Health and Human Services and Centers for Disease Control and Prevention. It identifies specific activities that water utilities can take to prepare for a pandemic flu event. This checklist can be modified to cover unique circumstances relating to your utility. Some items on the checklist may be covered by existing all-hazards, emergency response plans.

Pandemic Response Coordinator: _____ Date: _____

| 1.1 Plan for the impact of a pandemic on your water utility: | | | |
|--|--------------------------|--------------------------|---|
| Complete | In Progress | Not Started | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identify a pandemic coordinator and/or team with defined roles and responsibilities for preparedness and response planning. Include input from all management levels and staff that are involved in day-to-day operations. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identify critical functions that must be maintained, e.g. disinfection. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identify essential personnel functions and critical inputs needed to maintain operations, including locations where they may be needed during a pandemic. Ensure there is redundancy in terms of personnel (cross-training), materials (chemical suppliers, equipment suppliers, etc.), communication (phones, radios, etc.), information technology, and power (electric, gas). Establish contingency agreements with other utilities (gas, electric) where feasible. Identify key customers and customers with special needs, such as hospitals and nursing homes, and ensure services can be |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cross train employees to provide backups for critical positions. Train and prepare an ancillary workforce (e.g. contractors and retirees). Develop mutual aid contacts through with other utilities through a Water Agency Response Network (WARN) or other means. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Develop and plan for scenarios likely to result in an increase or decrease in demand on your facilities during a pandemic (Loss of tourism, consumers at home instead of work, |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Determine the potential impact of a pandemic on utility-related travel (e.g. quarantines, border closures that limit availability of chemicals), including suppliers who make deliveries. Encourage suppliers to develop their own pandemic influenza continuity of |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Find up-to-date, reliable pandemic information from the local public health agency and other sources. Make this information available to all personnel. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Establish an emergency communications plan and revise it periodically. The plan should include identification of key contacts (with back-ups), chain of communications (including suppliers and key customers), and processes for tracking and communicating utility operational status and status of employees. Ensure public notification procedures |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Implement an exercise/drill to test your plan, and revise it periodically. Ensure that exercises include the participation or cooperation of local health agencies, emergency planning officials and the Environmental Protection Agency. |
| NOTES: | | | |

| 1.2 Plan for the impact of a pandemic on your employees and customers: | | | |
|--|--------------------------|--------------------------|--|
| Complete | In Progress | Not Started | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Forecast and allow for employee absences during a pandemic due to factors such as personal illness, family member illness, community containment measures and quarantines, school and/or business closures, and public transportation closures. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Implement guidelines to limit the frequency and type of face-to-face contact (e.g. hand-shaking, meetings, office layout, shared workstations) among employees and between employees and customers. Take into consideration delivery personnel who would interact with employees. (See CDC recommendations.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Encourage and track annual influenza vaccination for employees. Consult local public health pandemic coordinators regarding pandemic vaccination and distribution of |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Evaluate employee access to and availability of healthcare services during a pandemic, and improve services as needed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Evaluate employee access to and availability of mental health and social services during a pandemic, including corporate, community, and faith-based resources, and improve services as needed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identify employees and key customers with special needs, and incorporate the requirements of such persons into your preparedness plan. |
| NOTES: | | | |
| 1.3 Establish policies to be implemented during a pandemic: | | | |
| Complete | In Progress | Not Started | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Establish policies for employee attendance, sick-leave absences and compensation unique to a pandemic (e.g. non-punitive, liberal leave), including policies on when a previously ill person is no longer infectious and can return to work after illness. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Establish policies for flexible worksite (e.g. telecommuting) and flexible work hours (e.g. staggered shifts). Take into account that longer shifts and onsite sleeping accommodations may reduce potential exposure to key workers. Consider needs and conditions (food, sleeping accommodations, family arrangements, etc.) for sequestering |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Establish policies for preventing influenza spread at the worksite (e.g. promoting respiratory hygiene/cough etiquette, sanitizer stations, disinfecting work areas and break rooms, and prompt exclusion of people with influenza symptoms). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Establish policies for employees who have been exposed to pandemic influenza, are suspected to be ill, or become ill at the worksite (e.g. infection control response, immediate mandatory sick leave). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Establish policies for teleconferencing and videoconferencing to limit face to face contact. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Establish policies for travel to affected geographic areas and guidance for employees returning from affected areas (refer to CDC travel recommendations). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Set up authorities, triggers, and procedures for activating and terminating the utility's response plan. |

| 1.4 Allocate resources to protect your employees and customers during a pandemic: | | | |
|---|--------------------------|--------------------------|---|
| Complete | In Progress | Not Started | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Provide sufficient and accessible infection control supplies (e.g. alcohol sanitizer stations, tissues, N-95 facial masks and receptacles for their disposal) at all workrelated locations. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Enhance communications and information technology infrastructures as needed to support employee telecommuting and remote customer access. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ensure availability of medical consultation and advice for emergency response. |
| NOTES: | | | |
| 1.5 Communicate to and educate your employees: | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Develop and disseminate programs and materials covering pandemic fundamentals (e.g. signs and symptoms of influenza, modes of transmission), personal and family protection and response strategies (e.g. hand hygiene, use of N-95 masks, coughing/sneezing etiquette, contingency plans). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Anticipate employee fear and anxiety, rumors and misinformation and plan communications accordingly. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ensure that communications are culturally and linguistically appropriate. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Disseminate information to employees about your pandemic preparedness and response plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Provide information for the at-home care of ill employees and family members. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Develop platforms (e.g. hotlines, dedicated websites) for communicating pandemic status and actions to employees, vendors, suppliers, and customers inside and outside the worksite in a consistent and timely way, including redundancies in the emergency contact system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identify community sources for timely and accurate pandemic information (domestic and international) and resources for obtaining counter-measures (e.g. vaccines and antivirals). |
| NOTES: | | | |
| 1.6 Coordinate with external organizations and help your community: | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Completed In Progress Not Started Collaborate with insurers, health plans, and major local healthcare facilities to share your pandemic plans and understand their capabilities and plans. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Collaborate with local public health officials, Environmental Protection Agency officials and/or emergency responders; participate in their planning and training, share your pandemic plans, and understand their capabilities (e.g. surveillance) and plans. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Communicate with local and/or state public health agencies and/or emergency responders about the assets and/or services your utility may be able to contribute to the community. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Share pandemic continuity of operations best practices with other utilities and professional associations to improve community response efforts. |
| NOTES: | | | |

APPENDIX F: Sources of Best Practices for Pandemic Influenza Continuity of Operations Plans for Critical Infrastructure

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Electric Sector Influenza Pandemic Planning, Preparation, and Response Reference Guide (2006). North American Electric Reliability Council.
<http://esiac.com/publicdocs/Influenza%20Pandemic%20Reference%20Guide.pdf>.

Introduction to Continuity of Operations (COOP) on-line course (2007). U.S. Department of Homeland Security. <http://www.training.fema.gov/EMIweb/IS/IS5471st.asp>.

National Strategy for Pandemic Influenza Implementation Plan (May 2006). U.S. Homeland Security Council. Pandemic Influenza Continuity of Operations Guide & Template for San Francisco City and County Agencies (June 2006). San Francisco Department of Public Health.

Pandemic Influenza - A Guide for Water and Wastewater Plant Owners and Operators. Ohio Environmental Protection Agency (2007).
<http://www.epa.state.oh.us/ddagw/pwswebpg.htm/>.

Pandemic Influenza Preparedness, Response, and Recovery Guide for Critical Infrastructure and Key Resources (Sept. 2006). U.S. Department of Homeland Security.

Pandemic Influenza Best Practices and Model Protocols (April 2007). U.S. Department of Homeland Security. Pandemic Preparedness Planning Checklist for Utilities and Other Businesses (2007). Public Service Commission of West Virginia.
<http://www.psc.state.wv.us/PanInfo/PSCChecklist200701.pdf>.

Project Approach for Disaster Response, Recovery and Business Continuity Planning for Drinking Water Utilities (2004). Westby, K.& Saldanha, D. Coalfire Systems Inc.

APPENDIX G: Pandemic Influenza Plans Reviewed For This Project

Alameda County (CA) Public Health Department – Pandemic Influenza Continuity of Operations Guide and Template, 2006.

Alaska Division of Public Health – Pandemic Influenza Response Plan, 2007.

Boston Public Health Commission – Pandemic Influenza Plan, 2007.

Combined Health District of Montgomery County - Public Health Pandemic Influenza Preparedness and Response Plan for Montgomery County, Ohio, 2006.

Greene County Combined Health District – Influenza Pandemic Response Plan, 2006. Indiana State Department of Health – Pandemic Influenza Plan, 2006.

Indian Health Service, U.S. Department of Health and Human Services – Pandemic Influenza Workbook, 2006.

King County (WA) Health Department – Pandemic Influenza Emergency Response Manual, 2006.

Maine- Pandemic Influenza Plan, 2005.

Massachusetts – Influenza Pandemic Preparedness Plan, 2006.

Minnesota Department of Public Health (2006). Pandemic Influenza Plan (Supplement) Technical Section K: Environmental Public Health, version 2.5, April 2006, p. 233.

Montana Department of Health and Human Services – Pandemic Influenza Preparedness and Response Plan.

Monterey County (CA) Health Department – Pandemic Influenza Response Plan, 2005.

Nashville/Davidson County Metro Public Health Department – Pandemic Influenza Response Plan, 2006.

Ohio Department of Health – Pandemic Influenza Preparedness and Response Plan (PIPRP), 2006.

Ohio Department of Health – Pandemic Influenza Tool Kit for Ohio Schools, 2007.

Preble County General Health District – Pandemic Influenza Preparedness and Response Plan, 2006. G-1

San Francisco City and County – Pandemic Influenza Continuity of Operations Guide and Template, 2006.

Santa Clara County Public Health Department - Your Guide to Preparing for Pandemic Flu, 2007.

Security and Prosperity Partnership of North America. - North American Plan for Avian and Pandemic Influenza, 2007.

South Carolina – Pandemic Influenza Plan, 2006. Toronto (Canada) – Pandemic Influenza Plan, 2006.

University of California, Davis Health System – Influenza Pandemic Emergency Response and Business Continuity Plan, 2006.

U.S. Homeland Security Council – National Strategy for Pandemic Influenza, 2005. U.S. Homeland Security Council -National Strategy for Pandemic Influenza Implementation Plan, 2006.

World Health Organization – Global Influenza Preparedness Plan, 2005. G-2



PARADISE IRRIGATION DISTRICT

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

TO: PID Board of Directors
FROM: Mickey Rich, Information Systems Manager
DATE: May 20, 2020
RE: Purchase Request: Upgrades to Board Conference Room Audio / Video

The District's board room is in need up audio and video upgrades. The existing system was installed in 2012 and uses outdated technology. The original system was not designed for streaming or telecommunication. The proposed updates include improvements to allow for better sound and video quality for broadcasting and telemeetings as well as necessary audio and video upgrades to existing equipment. The quote also includes soundproofing to decrease the echo in the room now that fewer attendees are present in person.

Staff is asking the Board to consider sole sourcing the project to Sounds by Dave in Chico, CA; the original installer and maintenance provider of the existing system. Staff reached out to other local audio / video installers to compare quotes but was unsuccessful. Staff performed a cost comparison of the presented bid with online pricing and found the proposed bid to meet or beat online pricing.

Two options:

Option 1 replaces aging equipment and improves the meeting environment for in-person and online participants.

Not to exceed \$17,987.31

Option 2 are the minimum improvements needed to allow better communication for distant or online participants

Not to exceed \$4,910.14

The recommended form of action is:

"I move to approve the purchase and installation request for audio, video and soundproofing upgrades to be provided by Sounds by Dave, Chico Ca for an amount not to exceed \$17,987.31."

Bid Recap

| | | |
|---------------------|--------------|-------------|
| Sounds By Dave | Chico, CA | \$17,987.31 |
| Beyond Audio Video | Yuba, County | No bid |
| Audio Video Systems | Loomis, Ca | No bid |

Online Price Comparison of selected items

| | Sounds By Dave | Online Pricing |
|--|----------------|----------------|
| Rolls RA235 Stereo 35w/ch power amp | 289.00 | 225.00 |
| Peavey 16 channel dual receiver handheld wireless microphone | 299.00 | 199.00 |
| Peavey ada impaired hearing system | 399.00 | 349.00 |
| Whirlwind a/b xlr input switch | 110.00 | 119.00 |
| art eq 341 dual 15 band equalizer | 149.00 | 139.00 |
| art sp 4x4 pro led metered power distribution system | 169.00 | 149.00 |
| panamax m8-ex surge protectors | 80.00 | 60.00 |
| 2-space security cover | 35.00 | 36.00 |
| behringer pro xl-mdx2600 2-channel compressor/limiter/gate | 165.00 | 152.00 |
| shure p300 intellimix audio conferencing process, echo eliminator from rem | 1,950.00 | 1,998.00 |
| miscellaneous interface cables | 150.00 | 150.00 |
| 7 21.5 inch LED-Lit Monitors | 1,155.00 | 1,463.00 |
| Adjustable Desk mounts | 560.00 | 750.00 |
| auralex Pro Panel, Class A fire-rated with mounts | 3,529.00 | 4,500.00 |
| Optoma ZH 407 Laser HD Projector | 1,349.00 | 1,499.00 |

OPTION 1



System Design

1256 Esplanade ■ Chico ■ CA ■ 95926 ■ 530-891-5800

| | | | | | |
|--|--|--|---|--|--|
| Name: Paradise Irrigation District | | | Date: 5/9/2020 | | |
| Address: 6332 Clark Road | | | Salesperson: Dave Maurer | | |
| City: Paradise State: CA Zip: 95969 | | | Notes: Boardroom Audio/Video Upgrade & Sound Proofing | | |
| Phone: 530-877-4971 | | Email: mrich@paradiseirrigation.com | | | |

| QTY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|---|------|---|-------------|----------------|
| Boardroom Audio w/Echo Eliminator/Video Upgrade | | | | |
| 7 | Ea | HP EliteDisplay E223 21.5-Inch Screen HD Led-Lit Monitor | \$ 165.00 | \$ 1,155.00 |
| 7 | Ea | Customized adjustable desk monitor mounts | \$ 80.00 | \$ 560.00 |
| 1 | Ea | Rolls RA235 Stereo 35W/Ch Power Amp | \$ 289.00 | \$ 289.00 |
| 1 | Ea | Peavey 16 Channel Dual Receiver Handheld Wireless Microphone | \$ 299.00 | \$ 299.00 |
| 1 | Ea | Peavey ADA Impaired Hearing System | \$ 399.00 | \$ 399.00 |
| 1 | Ea | Whirlwind A/B XLR input switch | \$ 110.00 | \$ 110.00 |
| 1 | Ea | ART EQ 341 Dual 15 band Equalizer | \$ 149.00 | \$ 149.00 |
| 1 | Ea | ART SP 4x4 PRO LED Metered Power Distribution System | \$ 169.00 | \$ 169.00 |
| 3 | Ea | Panamax M8-EX Surge Protectors | \$ 80.00 | \$ 240.00 |
| 1 | Ea | 2-Space Security Cover | \$ 35.00 | \$ 35.00 |
| 1 | Ea | Shure P300 Intellimix Audio Conferencing Processor, echo eliminator from remote locations | \$ 1,950.00 | \$ 1,950.00 |
| 1 | Ea | Behringer Pro XL-MDX2600 2-channel Compressor/Limiter/Gate | \$ 165.00 | \$ 165.00 |
| 1 | Ea | Digitalinx 2x8 HDMI Distribution Amp / Splitter | \$ 439.00 | \$ 439.00 |
| 1 | Ea | Liberty DL-SP HDMI Surge Protector | \$ 69.00 | \$ 69.00 |
| 1 | Ea | Niveo 4 port + Uplink 10/100 PoE+ Network switch | \$ 189.00 | \$ 189.00 |
| 1 | Ea | 75' Cat 5E Cable | \$ 45.00 | \$ 45.00 |
| 1 | Ea | 50' Cat 5E Cable | \$ 35.00 | \$ 35.00 |
| 1 | Ea | 75' HDMI EHV HDP-22M Cable | \$ 385.00 | \$ 385.00 |
| 2 | Ea | 35' HDMI EHV HDP-12 Cable | \$ 119.00 | \$ 238.00 |
| 1 | Ea | 20' HDMI Cable | \$ 43.00 | \$ 43.00 |
| 1 | Ea | 15' HDMI Cable | \$ 39.00 | \$ 39.00 |
| 1 | Ea | 10' HDMI Cable | \$ 35.00 | \$ 35.00 |
| 3 | Ea | 3' HDMI Cable | \$ 20.00 | \$ 60.00 |
| 2 | Ea | 25' HDMI Cable | \$ 47.00 | \$ 94.00 |
| 2 | Ea | DW 6KMD44WA IP/MP Cameras | \$ 595.00 | \$ 1,190.00 |
| 1 | Ea | Optoma ZH 407 Laser HD Projector | \$ 1,349.00 | \$ 1,349.00 |
| 1 | Ea | Projector mount | \$ 150.00 | \$ 150.00 |
| 1 | Ea | Miscellaneous interface cables | \$ 150.00 | \$ 150.00 |
| 1 | Ea | Flooring repair (if needed) | \$ 400.00 | \$ 400.00 |
| Subtotal Boardroom Audio/Video Upgrade | | | \$ | 10,430.00 |
| CA SALES TAX 7.25% | | | \$ | 756.18 |
| 7 | Ea | CA E-Waste Fee for Monitors greater than 15" less than 35" | \$ 5.00 | \$ 35.00 |
| 23 | Hrs | Pro Labor for installation audio/video boardroom upgrade | \$ 90.00 | \$ 2,070.00 |
| TOTAL Boardroom Audio/Video Upgrade w/tax, e-waste, & labor included | | | \$ | 13,291.18 |
| Sound Proofing | | | | |
| 20 | Ea | 2" x 2" x 4' Auralex Pro Panel, Class A fire-rated with mounts | \$ 162.99 | \$ 3,259.80 |
| CA SALES TAX 7.25% | | | \$ | 236.34 |
| 1 | Ea | Freight Charge | \$ 300.00 | \$ 300.00 |
| 10 | Hrs | Pro Labor for Sound Proofing Installation ONLY | \$ 90.00 | \$ 900.00 |
| Subtotal Sound Proofing | | | \$ | 4,696.14 |
| TOTAL Boardroom Audio/Video Upgrade and Sound Proofing | | | \$ | 17,987.31 |

Travel Charge per Trip \$60.00. Additional labor billed at \$90 per hour.
*Unless otherwise noted, we will honor this quote for 30 days.

**SOUNDS
BY DAVE**

1256 Esplanade ■ Chico ■ CA ■ 95926 ■ 530-891-5800

Date: 4/29/2020

Salesperson: Dave Maurer

| | |
|--------|---|
| Notes: | Boardroom Audio Upgrade Compressor - Anti-feedback |
|--------|---|

Email: mrich@paradiseirrigation.com

| | |
|---|--------------------|
| <i>TOTAL Boardroom Audio Anti-Feedback System and Installation</i> | \$ 4,910.14 |
|---|--------------------|

Agenda Page 166

Paradise Irrigation District

Resolution Number: 2020-04

RESOLUTION TO AUTHORIZE THE DISTRICT MANAGER OF PARADISE IRRIGATION DISTRICT, KEVIN PHILLIPS, TO REQUEST A LOAN UNDER THE COMMUNITY DISASTER LOAN PROGRAM OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR A MAXIMUM AMOUNT OF \$1,329,504, TO RECEIVE AND MANAGE THESE FUNDS AND FOR OTHER PURPOSES

WHEREAS: Due to the effects of the California Wildfires (DR-4407), Paradise Irrigation District is projecting substantial revenue losses necessary for the continued operations of essential government services including, but not limited to, and public safety and garbage collection services; and

WHEREAS: The Federal Emergency Management Administration (FEMA), through its Community Disaster Loan Program (CDL Program), makes available low interest loans to help offset substantial revenue losses until such time as recovery efforts lead to restored revenues sources; and

WHEREAS: Paradise Irrigation District is interested in submitting to FEMA a consideration request for a CDL Program loan in the amount of \$1,329,504, that must be repaid no later than 5 years after the execution of the note, and will be used as revenue in support of annual budgets as permitted by Law; and

WHEREAS: The described law permits local governments to accept such loan proceeds and anticipate same in support of their annual budgets; and

WHEREAS: (1) The interest rate of the loan will be equal to the 5 year maturities based on the United States Treasury obligations in effect on the date the Promissory Note is executed by FEMA; (2) The loan may be forgiven under certain circumstances; and (3) Whatever portion of the loan not forgiven will be repaid at a time when economic recovery has broadened the base of revenues in support of the budget; and

WHEREAS: Refraining to accept such a loan would irresponsibly forgo relief available to the customers of Paradise Irrigation District, at a time when relief is critically needed;

NOW, THEREFORE: BE IT RESOLVED, by the Paradise Irrigation District Board of Directors as follows:

SECTION 1: The Board of Directors of Paradise Irrigation District authorizes the District Manager, Kevin Phillips, or his/her authorized representative to begin all the necessary steps to present to FEMA the formal Request for a Loan of the CDL Program for an amount not to exceed \$1,329,504;

- SECTION 2: If FEMA approves the loan, the Board of Directors authorizes the District Manager to receive and administer these funds, as provided by the Community Disaster Loan Program;
- SECTION 3: That the District Manager is hereby authorized and designated as representative of Paradise Irrigation District and as such may and will provide any additional information, as required, including all the guarantees contained in the request.
- SECTION 4: With respect to such request and receipt of funds, Paradise Irrigation District in accordance with the requirements of the Community Disaster Loan Program of FEMA shall comply with the following:
- A. A contract with FEMA, in a manner and manner acceptable to the Director of the Agency, for payment of the amount requested and compliance with any other obligation required or acquired, as a condition of receiving the loan proceeds.
 - B. Commit re-payment funds that Paradise Irrigation District may be receiving in the future.
 - C. Request an amount of funds not to exceed \$1,329,504.
 - D. Authorize the Finance and Accounting Manager to create a sinking fund account that will be used to amortize the CDL service debt.
 - E. Establish a payment period that does not exceed a term of five (5) years.
 - F. Provide, at the discretion of the Director of FEMA, any other type of guarantee that it deems appropriate.
- SECTION 5: That the District Manager is hereby authorized to sign any contract and / or agreement with the Director of FEMA in relation to said request and is also authorized to review and obligate such funds requested pursuant to said contract and / or agreement.
- SECTION 6: To the extent that all or any or any of the actions authorized by this means have been carried out and / or executed by the District Manager, all are ratified and confirmed.
- SECTION 7: Any ordinance, resolution or any of its parts that may be in conflict with this, are hereby repealed.

SECTION 8: We pledge the following listed collateral security to the Federal Emergency Management Agency (FEMA) on the Promissory Note for a Community Disaster Loan for \$1,329,504 pursuant to Section 417 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and the FEMA Regulation, 44 CFR 206, Subpart K. We further understand that failure to repay any outstanding principal and related interest on those portions of the loan which do not qualify for loan cancellation as determined by FEMA or any successor agency will result in forfeiture of as much as the listed collateral security as is necessary to collect such outstanding principal and interest (Collateral security listed below).

The promissory note is payable from and secured by a pledge of the applicant's revenues for each fiscal year while any of the loan is outstanding, after a provision has been made for the payments required in connection with any outstanding indebtedness of the application.

SECTION 9: Copy of this Resolution duly approved by the Board of Directors of Paradise Irrigation District will be sent to the Finance and Accounting Manager of Paradise Irrigation District, to legal counsel of Paradise Irrigation District, to the authorized officials of FEMA Community Disaster Loans Program and any other agency with interference in the process.

SECTION 10: This resolution will take effect immediately once signed by the District Manager.

This resolution was passed and adopted this 20th day of May, 2020 by the following vote at a regular meeting of the Board of Directors of Paradise Irrigation District.

Paradise Irrigation District
Marc Sulik, President

Paradise Irrigation District
Georgeanna Borrayo, Secretary

Approved by the District Manager on May 20, 2020.

Paradise Irrigation District
Kevin M. Phillips, District Manager

PID RESOLUTION NO. 2020-05
DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
LOCAL GOVERNMENT RESOLUTION - COLLATERAL SECURITY

AGENDA ITEM 12.i.2. (Pages 170-171)
Collateral Security Resolution - Community
Disaster Loan

OMB Control Number: 1660-0083
Expiration: 10/31/2021

RESOLUTION

BE IT RESOLVED BY Board of Directors **OF** Paradise Irrigation District
(Governing Body) (Public Entity)

THAT we pledge the following listed collateral security to the Federal Emergency Management Agency (FEMA) on the
Promissory Note for a Community Disaster Loan for \$ 1,329,504
executed on May, 20 20 pursuant to Section 417 of the

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and FEMA Regulation, 44 CFR 206, Subpart K. We further understand that failure to repay any outstanding principal and related interest on those portions of the loan which do not qualify for loan cancellation as determined by FEMA or any successor agency will result in forfeiture of as much as the listed collateral security as is necessary to collect such outstanding principal and interest. (List the collateral security below. Use additional sheets if needed.)

The promissory note is payable from and secured by a pledge of the applicant's revenues for each fiscal year while any of the loan is outstanding, after a provision has been made for the payments required in connection with any outstanding indebtedness of the applicant.

Passed and approved this 20th day of May, 2020.

(Name and Title)

(Name and Title)

(Name and Title)

CERTIFICATION

I, Georgeanna Borraro, duly appointed and Secretary of
(Title)

Paradise Irrigation District, do hereby certify that the above is a true and correct copy of a

resolution passed and approved by the Board of Directors of Paradise Irrigation District
(Governing Body) (Public Entity)

on the 20th day of May, 2020.

DATED: May 20, 2020

Secretary
(Official Position)

(Signature)

[SEAL]

RECORDED

I, Marc, Sulik, a responsible and
(Name) (Title)

authorized official of Paradise Irrigation District, do hereby attest that the
(Public Entity)

Collateral Security Resolution which accompanies this form has been duly recorded at _____

(Indicate where Recorded)

The Collateral Security Resolution was recorded on the 20th day of May, 20 20.

DATED: 05/20/2020

President
(Official Position)

(Signature)

[SEAL]

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, Paperwork Reduction Project (1660-0083). **NOTE: Do not send your completed form to the above address.**



PARADISE IRRIGATION DISTRICT

TO: Board of Directors

FROM: Kevin Phillips, District Manager

DATE: 5/19/2020

**RE: Glass Barrier in Administration Building
5/20/2020 Board of Directors Meeting**

The District office is currently closed to the public due to the threat of COVID-19. The current configuration of the front counter is open with no protection from the public. To protect the employees from exposure to COVID-19 and any future pandemic, staff is recommending installation of a glass barrier that would seal off the public area from the staff area. The design would protect staff from the public, but also allow for windows to be open in a certain area for face to face contact. Staff is in the process of obtaining 3 bids and will distribute the bid summary details when all information is received.

Update: The District requested proposals from three companies and received two bids. Gene's A-1 Glass respectfully declined to submit a bid due to their scheduling availability. Below is the bid recap for the two quotes received.

| | |
|---------------------|-------------|
| Lash's Glass | \$17,028.96 |
| *Miller Glass, Inc. | \$14,310.70 |

* (Miller Glass bid amount of \$14,128.47 shown on page two includes a speaker option at customer service window and two (2) sliding windows). The District is interested in Option No. 1 with sliding pass through windows and no speaker feature, which provides a deduction of \$527.14. Adding two more sliding windows for a total of four (4) is an additional \$709.37 (notation on diagram).

The recommended form of motion is:

"I move to authorize the purchase and installation of a glass barrier at the PID Administration Building from Miller Glass for an amount not to exceed \$14,400.00."

LASH'S GLASS
CONT LIC # 690891 C17
2242 PARK AVENUE
CHICO CA 95928
(530)894-6446 Fax:(530)894-8820
Tax# 71-0921899

Quote: 39486

Date:05/06/2020

Scheduled:05/11/2020 2:25

Customer

JESSICA PARADISE IRRIGATION
6332 CLARK RD
PARADISE CA 95969

H (530)876-2033

Csr:KYLIE Tech:SHANE PO Terms:C.O.D

| <u>Qty</u> | <u>Part / Description</u> | <u>Item Total</u> |
|------------|---|-------------------|
| 1 | STOREFRONT METAL one opeing with 1 storefront door, 1 opening for pass through windows | 3,642.00 |
| 1 | pass through windows 4 total oxxo | 4,800.00 |
| 1 | FREIGHT /SHIPPING | 400.00 |
| 1 | ANNEALED or tempered as needed tempered as needed | 1,002.25 |
| 1 | COMMERCIAL installation | 6,500.00 |

Your flat invoice message here.

Signature _____
Thank you for the opportunity to quote your job.

| | | | |
|------------|--------------|-----------------|----------------|
| <u>Tax</u> | <u>Total</u> | <u>Payments</u> | <u>Balance</u> |
| 684.71 | 17,028.96 | 0.00 | 17,028.96 |

vers:9.2.10 Page: 1



Miller GLASS

CHICO - MILLER GLASS INC.

745 CHERRY ST.

CHICO CA 95928

(530)343-7934 Fax:(530)343-0141

Bill To: Tax# 94-2321237

PARADISE IRRIGATION DIST.
6332 CLARK RD
PARADISE CA 95969

Quote: 1-95315

Date:03/16/2020

Customer:

Scheduled:

PASS THRU WINDOW
PARADISE CA 95969

Ph:(530)877-4971 Fax:(530)876-0483

H (530)876-2033 W (530)876-4971

Csr:BRUCE Tech: PO Terms:C.O.D Bill-To Terms:NET 30

Authorized:ATTN: JESSICA

Bill-To Acct:PAIRDI

Qty Part / Description

1 TOTAL MATERIALS

1 LABOR TO COMPLETE JOB

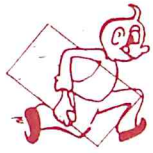
Notes: BID IS FOR INSTALLING STOREFRONT METAL AND 1/4" CLEAR TEMPERED GLASS ON EXISTING COUNTER.
GLASS AND METAL WILL GO FROM COUNTER TO CEILING WITH A HORIZONTAL BAR AT APPROX 8FT, ROUGH DRAWING ON OTHER PAGE.
ALSO INCLUDED IS INSTALLING STOREFRONT METAL AND DOOR SUPPLIED BY OLDCASTLE STOREFRONT MANF. WITH DARK BRONZE ANODIZED FINISH.
METAL 4" x 1"3/4 SERIES 1000 CENTER GLAZED FOR 1/4" GLASS.
DOOR MEDIUM STILE OVERHEAD CLOSURE, SCHLAGE LEVER HANDLE LOCKSET.
ONE BAY WILL HAVE 2 DOUBLE SLIDERS AS PER DRAWING.
SEE DRAWING FOR SIZES AND QUANTITIES.
SIZES ON DRAWINGS ARE APPROX. WOULD NEED TO FIELD MEASURE BEFORE BUILDING.

IF LIKE OPTION #1 DEDUCT \$527.14

ADD \$709.37 FOR TWO MORE SLIDERS.

Continued...

vers:9.2.10 Page: 1



"The Glass Man"
State Contractors Lic. #424495

Miller GLASS

CHICO - MILLER GLASS INC.

745 CHERRY ST.

CHICO CA 95928

(530)343-7934 Fax:(530)343-0141

Bill To: Tax# 94-2321237

PARADISE IRRIGATION DIST.
6332 CLARK RD
PARADISE CA 95969

Customer:

PASS THRU WINDOW
PARADISE CA 95969

Quote: 1-95315

Date:03/16/2020

Scheduled:

Ph:(530)877-4971 Fax:(530)876-0483

H (530)876-2033 W (530)876-4971

Csr:BRUCE

Tech:

PO

Terms:C.O.D

Bill-To TermsNET 30

Job Site:

Quote valid for 30 days from date listed above.

Thank you for choosing Miller Glass, Inc.

No Refunds and or Returns on special order products. X _____

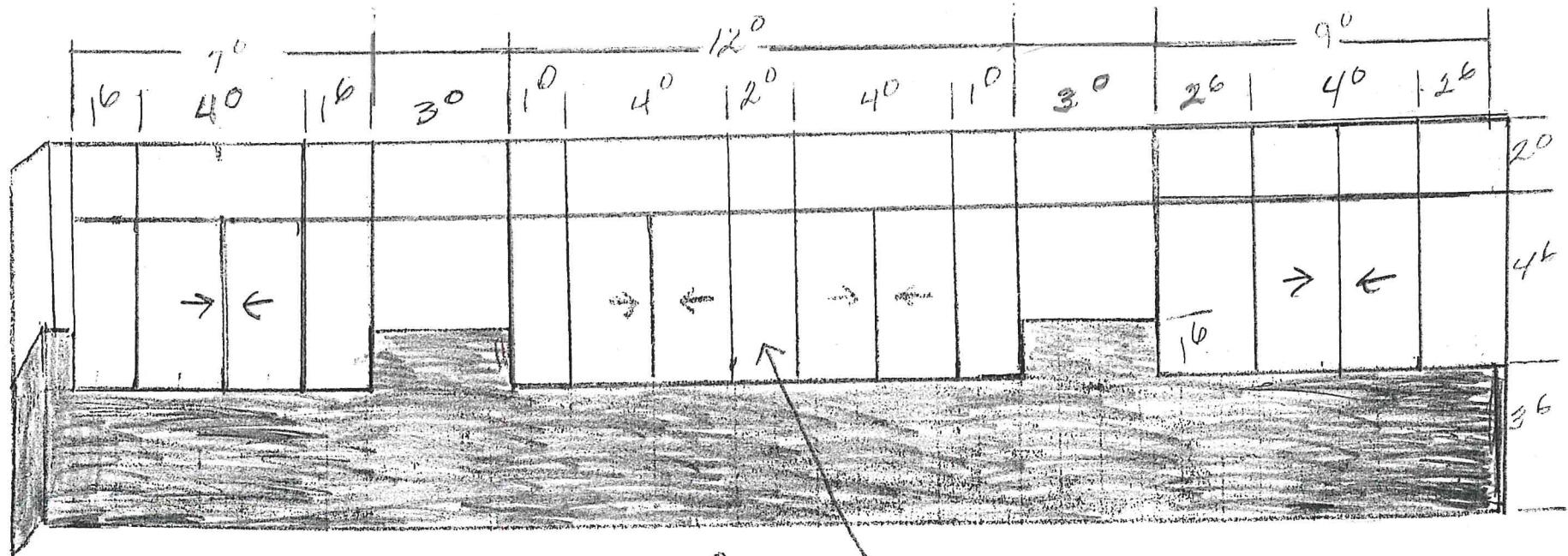
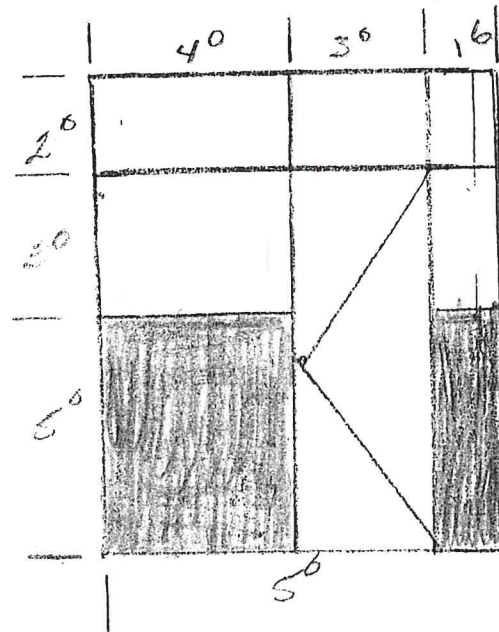
Signature _____

| <u>Tax</u> | <u>Total</u> |
|------------|--------------|
| 519.91 | 14,128.47 |

| <u>Payments</u> | <u>Balance</u> |
|-----------------|----------------|
| 0.00 | 14,128.47 |

vers:9.2.10 Page: 2

Revised 5/13/20 to
show two more sliders.
If want add \$ 709.37



350

#1 option opening