

# PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

*"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."*

*Please consider how this agenda item relates to our mission.*

TO: Board of Directors

FROM: Neil Essila, Assistant Engineer

DATE: September 14, 2018

RE: Proposed Extension of Dam Safety Professional Services Agreement for a Period of One Year

As an owner of dams that fall under the jurisdiction of the State Division of Safety of Dams, Paradise Irrigation District must prepare and submit annual surveillance reports for each dam. These reports include a review of monitoring data including piezometer readings, seepage readings, and survey data. They also include a physical inspection of the facilities including embankments, spillways, outlet works, etc.

The District uses the services of a consulting engineer to assist with preparation of these reports. For the past three years Genterra Consultants, Inc. has been under contract to perform these services. Staff proposes that for 2018 the contract with Genterra be extended for an additional year. Genterra has submitted a proposal to conduct this work for a not-to-exceed cost of \$5,550.00. This is a reasonable cost for the amount of work involved.

**The following is requested:**

*"Authorize staff to extend the contract with Genterra Consultants for dam safety surveillance report preparation for a period of one year for a not-to-exceed cost of \$5,550 and authorize the District Manager to execute the amended agreement for the District."*

**FIRST AMENDMENT TO  
JUNE 17, 2015 AGREEMENT BETWEEN  
PARADISE IRRIGATION DISTRICT AND  
GENTERRA CONSULTANTS, INC.**

**RECITALS**

- A. On June 17, 2015, Paradise Irrigation District ("District") and Genterra Consultants, Inc. ("Consultant") entered into an agreement regarding engineering and design service for the District's annual dam safety surveillance reports ("Agreement");
- B. District and Consultant have met and agreed that a First Amendment to the Agreement is necessary to provide an additional year of service.

**AGREEMENT**

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

- 1. The Agreement is amended by adding the preparation of the 2018 Annual Surveillance Report to the work to be performed by Consultant as set forth in Consultant's proposal dated September 14, 2018, a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit "1".
- 2. The first sentence of Agreement Article III. A is amended to read:  
"The compensation for services provided by Consultant shall not exceed \$5,550.00 for the 2018 annual surveillance activities to be performed under this First Amendment to the Agreement."
- 3. The 2015 Discounted Fee Schedule attached to the Agreement as Exhibit "B" is replaced by the 2018 Professional Fee Schedule attached hereto and incorporated herein by this reference as Exhibit "2", for work conducted pursuant to this First Amendment to the Agreement.
- 4. Except as specifically set forth herein, the terms and conditions of the Agreement, the Exhibits thereto, and Amendment No. 1 are unmodified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this First Amendment to the Agreement on \_\_\_\_\_, 2018.

**"Consultant"**

**"District"**

\_\_\_\_\_  
Joseph J. Kulikowski, President and CEO

\_\_\_\_\_  
Ed Fortner, District Manager

Attest: \_\_\_\_\_  
Georgeanna Borrayo, District Secretary

September 14, 2018

P-2408

Mr. Neil Essila, Assistant Engineer  
Paradise Irrigation District  
6332 Clark Road  
Paradise, CA 95969

Subject:       **Proposal for Professional Services**  
                  **Assistance with Annual Dam Safety Report and As-Requested Services**  
                  **One-Year Period, Calendar Year 2018**  
                  **Magalia Dam (No. 73-0) and Paradise Dam (No. 73-2)**

Dear Mr. Essila:

GENTERRA Consultants, Inc. (GENTERRA) is pleased to submit this proposal to the Paradise Irrigation District (District) in response to your email request on September 14, 2018 to extend for one more year our services to assist the District during the 2018 calendar year on work related to Magalia Dam (No. 73) and Paradise Dam (No. 73-2). The services will consist of assistance to the District with the preparation of the annual dam surveillance reports and with any unusual event or operating condition which may impact the safe operating performance of the dams, on an as-requested basis.

GENTERRA proposes to provide the required services in a responsive, high-quality manner using a team of professionals with extensive experience in the evaluation and monitoring of dams. Key members of our proposed Project Team are very familiar with Magalia and Paradise Dams.

### **PROJECT UNDERSTANDING**

We understand that the services to be provided by GENTERRA will be to assist the District in the preparation of the 2018 annual surveillance report for each dam for submittal to the DSOD. We further understand that the District will provide the piezometer reading information, seepage flow rates and survey data on the District's Internet Website. GENTERRA will prepare a written narrative for each dam to be submitted to the District as part of the annual report that the District submits to the DSOD. We also understand that, in addition to the basic services discussed above, the District may require assistance with any unusual event or operating condition which may impact the safe operating performance of the dams on an as-requested basis.

## **SCOPE OF WORK**

GENTERRA proposes to perform the following services:

### **Task 1 - Annual Surveillance Report**

This task includes providing assistance to the District in the preparation of the annual surveillance report for each dam and will consist of the following subtasks:

#### **Subtask 1a - Review and Analysis of Surveillance Data**

This includes the review and analysis of the District's field measurements at both dams provided by District staff, including tables and graphs of readings of piezometers, seepage weir flows, surveying data collected annually, and reservoir levels at the time of readings. This review includes an evaluation of the performance of the dams. GENTERRA will provide timely evaluation and comment on any unusual measurements or trends. We will notify the District of any condition requiring additional monitoring or remedial action by the District, as revealed during our review of the data obtained from the District's Internet Website.

#### **Subtask 1b - Conduct Annual Onsite Inspection of Each Dam**

We will perform one site visit to each dam to examine the dams and appurtenant structures, including the spillways and adjacent areas. If possible, these visits will be scheduled to coincide with the periodic visits by DSOD personnel. This field evaluation will include the following:

- A visual inspection of the reservoirs to observe areas of instability or sources of debris;
- A visual inspection of the dams to observe signs of cracking, settlement, rodent activity, erosion, bulging, wet spots or seeps, and piping; to assess the maintenance of the dams; and to observe flows from existing drainage systems;
- An examination of the surface condition of the existing instrumentation;
- A visual inspection of the abutments to note areas of instability; and,
- A visual inspection of appurtenant structures (i.e., spillways, inlet and outlet works, and pipelines) to observe the condition of concrete structures and mechanical equipment, including gates and valves, and to note if inlets are kept clear of debris; where possible, mechanical equipment will be exercised to assess their operability. If gates and valves cannot be operated due to safety or environmental reasons, a review of the operator's logs should be sufficient.

A photographic record will be obtained using a digital camera. Selected photographs will be used in the report to help identify any potential issues. All copies of the photographs can be transmitted to the District.

GENTERRA will perform the site visits with personnel who have experience in performing field evaluations on dams. We are currently involved in many projects where we are participating in evaluations jointly with the owner and DSOD representatives. We will address all aspects that could have an impact on the safety of the dam and the appurtenances, will make observation of any maintenance and operational needs. We believe that early detection of even small potential problems can result in significant reduction of future operational and maintenance costs.

### **Subtask 1c - Prepare Written Annual Surveillance Reports**

GENTERRA will prepare a written annual surveillance report for each dam to be submitted by the District to DSOD. The reports will summarize the results of the onsite inspections as well as the significance of the measurements recorded during the previous 12-month period and include conclusions and recommendations related to the performance, operation and maintenance of the dam. The reports will be in sufficient detail for submittal to the DSOD to meet the requirements of the “Statutes and Regulations Pertaining to Supervision of Dams and Reservoirs,” which incorporates Parts 1 and 2 of Division 3 of the Water Code (Statutes), Subchapter 1 of Chapter 2, Title 23 of the California Administrative Code. We will consider and incorporate all significant safety, operational and maintenance issues previously reported so that continuity of those issues is maintained to the extent necessary.

### **Task 2 - Provide Other Assistance to the District**

This task includes providing assistance to the District on an as-requested basis with any unusual event or operating condition that may impact the safe operating performance of the dams. If we are selected for this project, GENTERRA’s proposed Project Manager or a designee will be reachable by the District 24 hours per day, 7 days per week in the event of any emergency or critical issue related to the dam or any of the appurtenances, or to answer questions by District staff or representatives of the DSOD.

### **PROPOSED PROJECT TEAM**

GENTERRA will commit a highly qualified and experienced team of professionals and support personnel to this project. The proposed project personnel include:

Project Manager/Principal Engineer - Joseph J. Kulikowski, PE, GE  
Principal Engineers - Soma Balachandran, PhD, PE, GE and Douglas A. Harriman, PE  
Project Engineer - Shuyu Liu, PE  
Supervisory Field Technician - J. William Kulikowski

The proposed Project Manager and Principal Engineer for our services is Joseph J. Kulikowski, PE, GE. Mr. Kulikowski has more than 45 years of experience in civil, geotechnical and environmental engineering, with most of that time involved with the design and evaluation of dams in California. He has personally evaluated more than 300 dams and has been in

responsible roles for the design of more than 30 dams. He spent almost seven years early in his career as an engineer with the California Division of Safety of Dams (DSOD) performing design reviews, construction review, inspections and monitoring review of dams throughout the entire State. He has extensive experience in coordination and review with DSOD representatives.

Other personnel who will participate on this project and those who are available for additional services include geotechnical and civil engineers, engineering geologists, structural engineers, hydrologists, field technicians, and support personnel with experience in the monitoring and review of the performance of earth, rockfill and hydraulic fill dams and in the evaluation of the stability of dams.

### **PROPOSED PROJECT SCHEDULE**

We are prepared and ready to commence work on this project immediately following receipt of written authorization to proceed.

### **PROPOSED COSTS**

The proposed lump sum cost for the year 2018 for Task 1 Annual Surveillance Report is \$5,550.

Invoices will be submitted for progress payments as the work is completed.

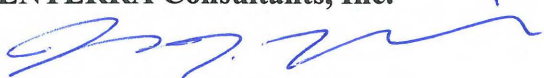
Work performed for Task 2 (Provide Other Assistance to the District), if needed, will be billed in accordance with the enclosed 2018 Professional Fee Schedule for GENTERRA's work during the full term of this contract.

### **CONTRACT REQUIREMENTS AND INSURANCE**

GENTERRA has the required insurance coverage and we can submit the necessary certificates and clauses. We will execute the contract upon receipt.

Thank you for the opportunity to provide the District with our services. We are very interested in working with you on this project. Please contact me at (949) 753-8766 if you have any questions or wish to discuss this proposal in more detail.

Sincerely,  
**GENTERRA Consultants, Inc.**



Joseph J. Kulikowski, PE, GE  
President, CEO & Senior Principal Engineer

Enclosures:  
2018 Professional Fee Schedule



**GENTERRA CONSULTANTS, INC.  
2018 PROFESSIONAL FEE SCHEDULE  
ENGINEERING AND GEOTECHNICAL CONSULTING SERVICES**

**FEES FOR PROFESSIONAL, TECHNICAL AND SUPPORT STAFF**

GENTERRA Consultants, Inc. charges our clients for professional, technical and support services for time directly related to a project. Charges are not made for ordinary secretarial services, office management, accounting, maintenance or other activities not directly related to a project. Current personnel classifications and rates are summarized below:

<b><u>PERSONNEL CLASSIFICATION</u></b>	<b><u>RATE (\$ PER HOUR)</u></b>
Office Assistant <sup>(1)</sup> (OFC ASST).....	62
Word Processor/Typist <sup>(1)</sup> (WORD PROC) .....	82
Draftsperson/Technical Illustrator <sup>(1)</sup> (TI).....	88
Field/Laboratory Technician <sup>(1)</sup> (TECH).....	98
Senior Field/Laboratory Technician <sup>(1)</sup> and CAD Designer <sup>(1)</sup> (SR TECH/CAD).....	125
Supervisory Technician/Field Operations Manager <sup>(1)</sup> (SUPV TECH) .....	145
Staff Engineer/Geologist/Scientist <sup>(1)</sup> (STAFF).....	155
Senior Staff Engineer/Geologist/Scientist <sup>(1)</sup> (SR STAFF) .....	170
Project Engineer/Geologist/Scientist (PROJECT).....	195
Senior Project Engineer/Geologist/Scientist (SR PROJECT) .....	205
Associate (ASSOC).....	225
Senior Associate (SR ASSOC).....	235
Principal (PRINC) .....	265
Senior Principal (SR PRINC).....	290

(1) Overtime will be charged at 1.25 times the above listed rates for these personnel classifications. Prevailing wage rates will be applied for field personnel when required based on published rates for the project location. Overtime is defined as time charged to a project in excess of 8 hours per day and time worked on weekends and holidays.

Contract personnel, if used on a project, may be charged at the hourly rates listed above. Travel time will be charged at regular hourly rates.

Charges for services related to court appearances and for expert witness testimony will be 175% of regular hourly rates, with a minimum daily charge of 4 hours, plus expenses. Preparation for testimony for all expert and support personnel will be charged at regular hourly rates.

**PROJECT-RELATED EXPENSES**

Expenses directly related to a project will be billed as follows:

Subcontractors (drilling, trenching, surveying, testing, etc.), travel-related expenses (hotels, meals, vehicle rentals, air travel, etc.) and other project expenses (e.g., aerial photographs, outside reprographics, equipment rental, overnight shipping, project-related expendable supplies, etc.) will be charged at cost plus 15 percent.

Nuclear density gauges used on projects will each be charged at the rate of \$85.00 per day. A water level indicator used for wells and piezometers will be charged at the rate of \$45.00 per day. Rates for other special field equipment will be provided in advance of use on each project. In-house photocopy/reproduction will be billed at \$0.15 per page for black-and-white copies and \$1.50 per page for color copies and color digital photographs.

Mileage for project-related travel will be billed at 2018 Federal Approved Mileage Rate of \$0.545 per mile. Field vehicles used for site investigations and during construction are billed at \$15.00 per hour plus mileage charges.

Charges for laboratory soils testing are shown on a separate fee schedule.

## **CHANGES TO FEE SCHEDULE**

This fee schedule applies to services rendered in the current year and/or until a new fee schedule is issued. GENTERRA Consultants, Inc. (GENTERRA) reviews and revises our fee schedule periodically. Unless other arrangements have been made, charges for services (including continuing projects initiated in the prior year) will be based on the most recently published fee schedule.

## **INVOICES**

Invoices will be issued monthly, or at other specified intervals for some projects, and will be payable upon receipt unless other arrangements have been agreed upon. Interest of one percent per month (but not exceeding the maximum rate allowed by law) will be payable on accounts not paid within 30 days, unless prior agreement is made for other terms. Any attorney's fees or other costs incurred in collecting any delinquent account shall be paid by the client.

A retainer of 50 percent of the total fee is required for projects with total fees of \$10,000 or less, or for projects for which the cost of field studies and/or equipment account for more than 50 percent of the total fee. On projects with total fees of less than \$10,000, the balance of payment must be paid at the time the report is released to the client.

## **CONDITIONS**

GENTERRA warrants that its services are performed, within the limits prescribed by our clients, in accordance with generally accepted standards of care and diligence normally practiced by recognized consulting firms performing services of a similar nature. No other warranty, either express or implied, is included or intended in GENTERRA's proposals, contracts or reports.

## **DISCLOSURE**

On projects involving site investigations and/or evaluations of prior geotechnical reports by others, Client agrees to provide all information in Client's possession pertinent to actual or possible presence of hazardous materials and utilities on the site and agrees to compensate GENTERRA for all costs associated with the unanticipated discovery of hazardous materials or damage to utilities not previously identified by the Client.



## AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of June, 2015, by and between Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code ("District"), and Genterra Consultants, Inc., a California Corporation ("Consultant" or "Genterra"). District and Consultant are collectively referred to as "parties" or either individually as "party".

### WITNESSETH:

District desires to retain the services of Consultant regarding Professional Engineering Services for surveillance and monitoring of the performance of Magalia and Paradise Dams.

Consultant desires to perform the services requested by District regarding the Project on the terms and conditions set forth below.

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 the scope of work described below and in **Exhibit "A"** attached hereto:

A. Assist the District with the preparation of the annual surveillance report to the State Department of Water Resources Division of Safety of Dams (DSOD). The District will prepare the report with narrative input from the Consultant. The Consultant shall perform the work described in Exhibit A and:

1. Review and analyze surveillance data. On an ongoing basis District staff will collect and prepare the following data for use by the Consultant and for submittal to DSOD:

Periodic piezometer readings for each dam,

Graphs of all piezometer readings,

Periodic seepage weir flow readings for each dam,

Graphs of weir flow readings,

Reservoir levels at the time of readings,

Horizontal and vertical alignment surveys of each dam, and

Graphs of alignment survey data.

This data will be published on an ongoing basis at a secured location on the District's Internet Web Site for periodic review by the Consultant.

The Consultant shall notify the District of any condition requiring additional monitoring or remedial action by the District, revealed by review of the data.

2. Conduct an annual onsite inspection of each dam, spillway and adjacent areas.
  3. Prepare annually a written surveillance report for the District for each dam, summarizing surveillance and onsite inspection for submittal to DSOD. A draft of the report shall be submitted annually to District no later than January 31 of the year following the inspection.
- B. Assist the District with any unusual event or operating condition which may impact the safe operating performance of the dams, on an as-requested basis. Consultant will not undertake any work under this section I.B. and shall not be compensated for any work under this section I.B. without first obtaining the advance written consent of the District.

Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the services under this Agreement. Consultant shall determine the method, details and means of doing the work or rendering the services.

## II. 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.

## III. COMPENSATION

### A. Payment

The compensation for service provided by Consultant shall not exceed \$4,950.00 per year for the tasks described in I.A. above and **Exhibit "A"**. For work performed under I.B. the compensation shall be on a time and materials basis, more particularly described in Consultant's Fee Schedule **Exhibit "B"**, attached hereto and incorporated herein by this reference.

### B. Time of Payment

Consultant's annual lump sum fee shall be payable on receipt of itemized progress payment invoices, as set forth in Exhibit B. Further, District shall pay Consultant within 30 working days following receipt and approval of invoice from Consultant for services provided. However, no more than \$4,455.00 (90% of annual contract amount) shall be paid to Consultant in any one contract year for the work described under I.A. above, prior to receipt of the Consultant's

completed annual report narrative for that year. Claims for payment of disputed amounts shall be handled in accordance with section XIX, below.

IV. TERM AND TIME FOR COMPLETION

This Agreement shall become effective on the date first herein above written and shall be for a period of three (3) years unless terminated as provided in paragraph IX. The provisions of this Agreement pertaining to indemnification and insurance shall survive the termination of this Agreement.

V. TIME OF THE ESSENCE

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

VI. COMPLIANCE WITH LAWS

Consultant agrees that it shall conduct its work and perform its services in compliance with all State, Federal, and Local laws, regulations and ordinances applicable thereto.

VII. 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 attorney fees, 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 or its agents, employees, or sub-consultants.

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 work performed by Consultant shall release Consultant from its obligations to indemnify as set forth above. Consultant's indemnity obligation shall extend to Claims occurring or made after completion of the work herein described, as well as during the work progress.

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.

VIII. INSURANCE

- A. By his/her/its signature below, Consultant certifies that he/she/it is aware of the provisions of Section 3700 of the California 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 that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will

keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

B. Consultant agrees to provide insurance as set forth in **Exhibit "C"**.

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

#### IX. TERMINATION

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 Contractor shall immediately stop the Consultant's work, 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.

#### X. 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.

#### XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto 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.

#### XII. 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.

### XIII. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

### XIV. WAIVER OF RIGHTS

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

### XV. 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.

### XVI. 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 delivered 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: George Barber  
6332 Clark Road  
Paradise, CA 95969-4146

Genterra Consultants, Inc.  
Attention: Joseph J. Kulikowski  
15375 Barranca Pkwy., Building L  
Irvine, CA 92618

### XVII. SUBCONSULTANTS

No 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.

### XVIII. 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.

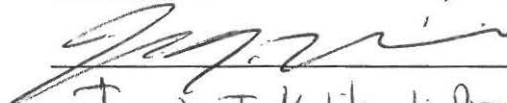


XIX. DISPUTE RESOLUTION; JURISDICTION AND VENUE

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.

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

GENTERRA CONSULTANTS, INC.

  
Joseph J. Kulikowski, President  
Printed Name and Title

ATTEST:

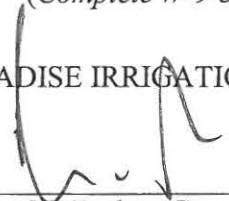
\_\_\_\_\_  
Printed Name and Title

TAXPAYER ID 33-0646556  
Business Type:  
Corporation ☒ Yes ☐ No  
Other \_\_\_\_\_  
(Complete W-9 enclosed)

ATTEST:

  
Georgeanna Borrayo, District Secretary

PARADISE IRRIGATION DISTRICT

  
George M. Barber, General Manager

APPROVED AS TO FORM:

By:   
Dustin C. Cooper, Legal Counsel

Attachments:

- Exhibit A – District Restatement of Scope of Work from Consultant Proposal dated April 28, 2015 for Annual Dam Safety Inspection Report
- Exhibit B – Consultant's Fee Schedule
- Exhibit C – Insurance Requirements

## **EXHIBIT "A"**

### *District Restatement of Scope of Work from Consultant Proposal*

#### **SCOPE OF WORK**

GENTERRA proposes to perform the following services:

##### **Task 1 - Annual Surveillance Report**

This task includes providing assistance to the District in the preparation of the annual surveillance report for each dam and will consist of the following subtasks:

##### **Subtask 1a - Review and Analysis of Surveillance Data**

This includes the review and analysis of the results of field measurements at both dams provided by District staff, including readings and graphs of readings of piezometers (48 in total), seepage weir flows (10 in total), horizontal and vertical alignment surveys, and reservoir levels at the time of readings. This review includes not only an evaluation of the performance of the dams, but also an evaluation of the reliability of the instrumentation. We understand that the District will be publishing data on an ongoing basis at a secured location on the District's Internet Web Site for periodic review by GENTERRA. This will enable timely evaluation and comment on any unusual measurements and trends.

We will notify the District of any condition requiring additional monitoring or remedial action by the District, as revealed by review of the data obtained from the District's Internet Web Site.

##### **Subtask 1b - Conduct Annual Onsite Inspection of Each Dam**

We will perform one site visit on an annual basis for each dam to examine the dams and appurtenant structures, including the spillways and adjacent areas. If possible, these visits will be scheduled to coincide with the periodic visits by DSOD personnel. This examination will include the following:

- A visual inspection of the reservoirs to observe areas of instability or sources of debris;
- A visual inspection of the dams to observe signs of cracking, settlement, rodent activity, erosion, bulging, wet spots or seeps, and piping; to assess the maintenance of the dams; and to observe flows from existing drainage systems;
- An examination of the surface condition of the existing instrumentation;
- A visual inspection of the abutments to note areas of instability; and,
- A visual inspection of appurtenant structures (i.e., spillways, inlet and outlet works, and pipelines) to observe the condition of concrete structures and mechanical equipment, including gates and valves, and to note if inlets are kept clear of debris; where possible, mechanical equipment will be exercised to assess their operability. If gates and valves cannot be operated due to safety or environmental reasons, a review of the operator's logs should be sufficient.

A photographic record of the examinations will be kept using a digital camera. Select photographs will be used in the report to help identify any potential issues. All copies of the photographs can be transmitted to the District.

GENTERRA will perform the required site visits with personnel who have performed hundreds of field evaluations on dams in California. We are currently involved in many projects in California where we are participating in evaluations jointly with the owners and DSOD representatives. The items covered will include all aspects that could have an impact on the safety of the dam and the appurtenances, as well as observations of potential major and minor maintenance and operational needs. We believe that early detection of even small potential problems can result in significant reduction of future operational and maintenance costs.

#### **Subtask 1c - Prepare Written Annual Surveillance Reports**

GENTERRA will prepare a written annual surveillance report for each dam to be submitted by the District to DSOD. The reports will summarize the results of the onsite inspections as well as the significance of the measurements recorded during the previous 12-month period and include conclusions and recommendations related to the performance, operation and maintenance of the dam. The reports will be in sufficient detail for submittal to the DSOD to meet the requirements of the "Statutes and Regulations Pertaining to Supervision of Dams and Reservoirs," which incorporates Parts I and 2 of Division 3 of the Water Code (Statutes), Subchapter I of Chapter 2, Title 23 of the California Administrative Code. We will consider and incorporate all significant safety, operational and maintenance issues previously reported so that continuity of those issues is maintained to the extent necessary.

#### **Task 2 - Provide Other Assistance to the District**

This task includes providing assistance to the District on an as-requested basis with any unusual event or operating condition that may impact the safe operating performance of the dams. If we are selected for this project, GENTERRA's proposed Project Manager or a designee will be reachable by the District 24 hours per day, 7 days per week in the event of any emergency or critical issue related to the dam or any of the appurtenances, or to answer questions by District staff or representatives of the DSOD.

**EXHIBIT “B”**

*Consultant Fee Schedule*



**GENTERRA CONSULTANTS, INC.  
2015 DISCOUNTED FEE SCHEDULE  
ENGINEERING AND GEOTECHNICAL CONSULTING SERVICES**

**FEES FOR PROFESSIONAL, TECHNICAL AND SUPPORT STAFF**

GENTERRA Consultants, Inc. charges our clients for professional, technical and support services for time directly related to a project. Charges are not made for ordinary secretarial services, office management, accounting, maintenance or other activities not directly related to a project. Current personnel classifications and rates are summarized below:

<b><u>PERSONNEL CLASSIFICATION</u></b>	<b><u>RATE (\$ PER HOUR)</u></b>
Office Assistant <sup>(1)</sup> (OFC ASST).....	60
Word Processor/Typist <sup>(1)</sup> (WORD PROC).....	80
Draftsperson/Technical Illustrator <sup>(1)</sup> (TI).....	85
Field/Laboratory Technician <sup>(1)</sup> (TECH).....	95
Senior Field/Laboratory Technician <sup>(1)</sup> and CAD Designer <sup>(1)</sup> (SR TECH/CAD).....	120
Supervisory Technician/Field Operations Manager <sup>(1)</sup> (SUPV TECH).....	140
Staff Engineer/Geologist/Scientist <sup>(1)</sup> (STAFF).....	145
Senior Staff Engineer/Geologist/Scientist <sup>(1)</sup> (SR STAFF).....	160
Project Engineer/Geologist/Scientist (PROJECT).....	180
Senior Project Engineer/Geologist/Scientist (SR PROJECT).....	190
Associate (ASSOC).....	210
Senior Associate (SR ASSOC).....	220
Principal (PRINC).....	245
Senior Principal (SR PRINC).....	265

(1) Overtime will be charged at 1.25 times the above listed rates for these personnel classifications. Prevailing wage rates will be applied for field personnel when required based on published rates for the project location. Overtime is defined as time charged to a project in excess of 8 hours per day and time worked on weekends and holidays.

Contract personnel, if used on a project, may be charged at the hourly rates listed above. Travel time will be charged at regular hourly rates.

Charges for services related to court appearances and for expert witness testimony will be 175% of regular hourly rates, with a minimum daily charge of 4 hours, plus expenses. Preparation for testimony for all expert and support personnel will be charged at regular hourly rates.

**PROJECT-RELATED EXPENSES**

Expenses directly related to a project will be billed as follows:

Subcontractors (drilling, trenching, surveying, testing, etc.), travel-related expenses (hotels, meals, vehicle rentals, air travel, etc.) and other project expenses (e.g., aerial photographs, outside reprographics, equipment rental, overnight shipping, project-related expendable supplies, etc.) will be charged at cost plus 15 percent.

Nuclear density gauges used on projects will each be charged at the rate of \$80.00 per day. A water level indicator used for wells and piezometers will be charged at the rate of \$40.00 per day. Rates for other special field equipment will be provided in advance of use on each project. In-house photocopy/reproduction will be billed at \$0.15 per page for black-and-white copies and \$1.50 per page for color copies and color digital photographs.

Mileage for project-related travel will be billed at Federal Approved Mileage Rate of \$0.56 per mile. Field vehicles used for site investigations and during construction are billed at \$15.00 per hour plus mileage charges.

Charges for laboratory soils testing are shown on a separate fee schedule.





### **CHANGES TO FEE SCHEDULE**

This fee schedule applies to services rendered in the current year and/or until a new fee schedule is issued. GENTERRA Consultants, Inc. (GENTERRA) reviews and revises our fee schedule periodically. Unless other arrangements have been made, charges for services (including continuing projects initiated in the prior year) will be based on the most recently published fee schedule.

### **INVOICES**

Invoices will be issued monthly, or at other specified intervals for some projects, and will be payable upon receipt unless other arrangements have been agreed upon. Interest of one percent per month (but not exceeding the maximum rate allowed by law) will be payable on accounts not paid within 30 days, unless prior agreement is made for other terms. Any attorney's fees or other costs incurred in collecting any delinquent account shall be paid by the client.

A retainer of 50 percent of the total fee is required for projects with total fees of \$5,000 or less, or for projects for which the cost of field studies and/or equipment account for more than 50 percent of the total fee. For projects with total fees of less than \$5,000, the balance of payment must be paid at the time the report is released to the client.

### **CONDITIONS**

GENTERRA warrants that its services are performed, within the limits prescribed by our clients, in accordance with generally accepted standards of care and diligence normally practiced by recognized consulting firms performing services of a similar nature. No other warranty, either express or implied, is included or intended in GENTERRA's proposals, contracts or reports.

### **DISCLOSURE**

Client agrees to provide all information in Client's possession pertinent to actual or possible presence of hazardous materials on the site, and agrees to compensate GENTERRA for all costs associated with the unanticipated discovery of hazardous materials or damage to utilities not previously identified.

## EXHIBIT C

### Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omission and Consultant's Pollution and/or Asbestos Pollution Liability coverage should be maintained for a minimum of five (5) years after contract completion.

#### *Minimum Scope of Insurance*

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or Claims Made Form CG 0002).
- B. Insurance Services Office Form CA 0001, covering Automobile Liability, Code 1 (any auto).
- C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

#### *Minimum Limits of Insurance*

Consultant shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- D. Consultant's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions: \$2,000,000 each occurrence/\$2,000,000 policy aggregate, including Errors & Omissions if professional services are included under the contract.

### *Deductible and Self Insured Retentions*

Any deductible or self-insured retention amount for the policies of insurance required by this Exhibit shall be approved by the District, prior to the commencement of work.

### *Other Terms and Conditions*

- A. The General Liability, Automobile Liability, Pollution and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  - 1. The entity, its officers, officials, employees and volunteers are to be covered as insureds. No policy shall contain an "Insured v. Insured" exclusion.
  - 2. For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, agents or volunteers shall be excess of the consultant's insurance and shall not contribute with it.
  - 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the insurer except after thirty (30) days prior written notice has been given to the entity.
- B. The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
- C. If General Liability, Consultant's Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
  - 1. The "Retro Date" (retroactive date) must be shown, and must be before the date of the contract or the beginning of contract work.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
  - 4. A copy of the claims reporting requirements must be submitted to the entity for review.
  - 5. If the services involve lead-based paint or asbestos identification/remediation, the Consultant's Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Consultant's

Pollution Liability shall not contain a mold exclusion and the definition of "pollution" shall include microbial matter including mold.

*Acceptability of Insurers*

Insurance is to be placed with insurers admitted and authorized to do business within the State of California, with a current A.M. Best's rating of no less than A: VII if admitted.

*Verification of Coverage*

Consultant shall furnish the entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the entity, unless the insurance company will not use the entity's form. All endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the entity's forms, the consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

*Waiver of Subrogation*

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation Policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the Consultant, its agents, employees, independent consultant and subcontractors.

*Subcontractors*

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.