THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA

APRIL 18, 2006 - SPECIAL MEETING
Yuba County Government Center
Board of Supervisors’ Chambers
915 Eighth Street, Suite 109A
Marysville, California
Unless otherwise indicated

2:00 P.M. I CALL TO ORDER

II ROLL CALL – Directors Rick Brown, Mary Jane Griego, Dan Logue, Richard Webb

III ACTION ITEMS

A. Approve Amendment No. Ten to MBK contract for program management, design management and hydraulic analysis and authorize Chairman to execute same.

IV BOARD AND STAFF MEMBERS’ REPORTS

V PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today’s agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

VI CLOSED SESSION

Labor negotiation pursuant to Government Code §54957.6(a) – Three Rivers Executive Director and County of Yuba/Beverly Barnes

VII ADJOURN
Three Rivers Levee Improvement Authority

GOVERNMENT CENTER – 915 8th STREET, SUITE 115
MARYSVILLE, CA 95901-5273
(530) 749-7575 (530) 749-7312 Fax

April 18, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Kent McClain, Executive Director

Recommended Action

Approve a contract amendment to the contract with MBK for program management, design management, and hydraulic analysis. This tenth amendment to MBK’s contract is to cover additional management and design effort by MBK until December 31, 2006. The specific contract amendment terms are detailed in the attached document (i.e., the amendment document). Amount of the amendment is $549,359.

Discussion

The TRLIA Board has adopted a management organization that includes a Program Manager and a Design Manager. Additional effort is required by MBK to provide this support. There is also a need for hydraulic analysis in support of the Phase 4 levee improvements. MBK has done hydraulic analysis for TRLIA projects as a subconsultant to other consultants in the past. However, with the new management structure, it is more appropriate for MBK to contract directly with TRLIA for the hydraulic analysis. One large aspect of the hydraulic analysis is the need for two dimensional analyses along the Feather and Yuba River levees to clarify potential erosion problem areas and to design mitigation for those problems. The need for this analysis was brought about by a Corps of Engineers comment during the review of some initial Phase 4 designs. The estimated cost associated with all of these additional efforts is $549,359.

Fiscal Impact

The contract amendment would increase the existing contract by $549,359 for services on a time-and-expenses basis, to a maximum amount not exceeding $1,174,709 without prior authorization by TRLIA.
Agreement for Professional Services – Standard Terms and Conditions

This Agreement for professional services is entered into between MBK Engineers, hereinafter referred to as the CONSULTANT and Three Rivers Levee Improvement Authority, hereinafter referred to as the CLIENT.

For and in consideration of the mutual covenants and conditions herein, CLIENT and CONSULTANT do hereby agree as follows:

1. Covenant for services

   The CLIENT does hereby retain the CONSULTANT to perform the professional services identified herein. The CONSULTANT does hereby agree to perform such services for the CLIENT upon the terms and conditions set forth in this AGREEMENT.

2. Scope of services

   The CONSULTANT will provide all services as set forth in the Scope of Work, attached hereto and incorporated by reference in this AGREEMENT as Attachment A.

3. Standard of care

   CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with the applicable laws of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

   CLIENT understands that the standard of care for CONSULTANT is required to uphold can only be determined after the fact, through appropriate research by qualified experts. CLIENT agrees that, should it for any reason become necessary to identify the standard of care applicable to CONSULTANT’s services, CLIENT shall cause CLIENT’s expert to use due care and conduct a comprehensive review to identify the applicable standard of care.

   Further, CONSULTANT shall be deemed to be an expert engaged in the field of environmental design, professional design, and engineering services, and to be experienced in the performance of these services as required by the American Society of Civil Engineers, the American Institute of Architects, the Mississippi Society of Professional Engineers, and the American Society of Civil Engineers.

4. Definitions

   When used in this AGREEMENT, the words and phrases listed below are defined as indicated, unless noted otherwise elsewhere in this AGREEMENT.

   Agreement
   This contract, including all appendices, addenda, and any documents incorporated by reference.

   Any Claim
   This term, when used in a provision indicating CLIENT’s obligation to write-off claims against CONSULTANT or to hold CONSULTANT harmless from any claim arising from certain specified events, means "any claim in contract, tort, or statute alleging negligence, error, omissions, strict liability, or violation of warranty, negligent misrepresentation, or other acts giving rise to liability."

Certification
Wherever the words ‘or its derivative words’ are used in this AGREEMENT, or in any document developed or arising out of this AGREEMENT or services furnished by CONSULTANT thereunder, they shall mean CONSULTANT’s furnishing an opinion of conclusions based upon testing, analysis, or observation CONSULTANT has performed. CONSULTANT’s certification of a condition’s existence does not guarantee such condition exists, nor does it relieve other parties of responsibilities or obligations such party has acquired by contract or custom.

Claims
See “Any Claim,” above.

Client
Three Rivers Levee Improvement Authority

Consultant
The firm of MBK Engineers, subsidiaries and affiliates, and all persons and employees thereof.

Substantial Completion
Substantial completion of CONSULTANT’s services shall have been accomplished when CONSULTANT submits a final report and recommendations or final plans and specifications. If the AGREEMENT calling for these services is terminated before the services are completed, substantial completion will have occurred on the date termination goes into effect.
1. Billing and payment

CLIENT recognizes that timely payment of CONSULTANT’s invoices is a material part of the confidentiality in which CONSULTANT requires to perform the services indicated in this AGREEMENT.

CLIENT shall pay CONSULTANT for services rendered in U.S. funds drawn upon U.S. banks, in accordance with the rates and charges set forth below. All invoices will be submitted by CONSULTANT from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to any portion of an invoice, CLIENT shall notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of the objection, and pay when due that portion of the invoice not in dispute.

CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

Application of the percentage rate indicated above is a consequence of CLIENT’s failure to pay any sums due to CONSULTANT. If CLIENT defaults in payment, CONSULTANT may, at any time thereafter, without waiving any other claim against CLIENT, and without thereby incurring any liability to CLIENT, change, suspend this AGREEMENT, as provided for in Section 8, SUSPENSION or terminate the AGREEMENT (as provided for in Section 10, TERMINATION).

Accordingly, the CONSULTANT will provide all goods and services as set forth in the Scope of Work for the price described in the CONSULTANT’s Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B.

6. Limitation of liability

CLIENT and CONSULTANT agree to allocate certain of the risks as set forth in the Scope of Work for the price described in the CONSULTANT’s Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B. This limitation of liability is limited to $50,000 or the proceeds available from CONSULTANT’s insurance coverage, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys’ and expert witness fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT’s negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

7. Indemnification

CONSULTANT will maintain worker’s compensation and employer’s liability insurance in a form and in the amount required by California state law; general liability and automobile liability insurance with limits of one million dollars ($1,000,000.00); and professional liability insurance with a limit of one million dollars ($1,000,000.00).

CLIENT recognizes that the insurance market may be volatile and that no CONSULTANT can guarantee an ability to maintain the coverage indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of payment business practices, and will notify CLIENT of any change in coverage no later than ten (10) calendar days after CONSULTANT becomes aware of such change. If any of CONSULTANT’s coverage is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require a significantly increased premium with respect to prior coverage, CONSULTANT and CLIENT shall confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve cost-effective acceptance to both.

8. Indemnification

CONSULTANT agrees to hold harmless and indemnify CLIENT from any and all claims against liability to the extent caused by CONSULTANT’s negligent performance of the services.

CONSULTANT’s opinion of certain conditions that CONSULTANT has evaluated on CLIENT’s behalf may diminish the value of property. In order to establish an atmosphere where CONSULTANT feels free to report CONSULTANT’s opinions, recommendations for remedial measures, etc., all without fear of revivALS, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from the twenty (20) years of experience of CONSULTANT, its officers, agents, employees, contractors, or consultants, clients, recommendations, plans, or specifications. The value of a property. CLIENT shall also indemnify CONSULTANT for any claims made or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be paid
upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

CONSULTANT shall indicate to CLIENT the information needed for authorizing services hereunder, and CLIENT shall provide to CONSULTANT as much of such information that is available to CLIENT. CLIENT shall inform CONSULTANT of previous reports or other materials prepared by others that relate to CONSULTANT's services. Invoices and CLIENT shall furnish these to CONSULTANT or otherwise help CONSULTANT gain access to them. CLIENT recognizes that CONSULTANT is unable to ensure the sufficiency of such information, either because doing so is impossible, or because CLIENT or other members of its organization believes that they may be in violation of laws or regulations. Therefore, CLIENT shall not seek to hold CONSULTANT responsible for any errors or omissions it may make in any report or other work. Accurately, CLIENT shall, to the fullest extent permitted by law,waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or damage resulting from alleged errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT. CLIENT also shall compensate CONSULTANT for any time spent by employees engaged by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

5. Suspension

If payment of CONSULTANT's invoices is not managed on a timely basis, CLIENT, at its discretion, may suspend suspension of services until payment is received. Any suspension shall extend the performance schedule by an amount of time satisfactory to both CLIENT and CONSULTANT, and CLIENT shall compensate CONSULTANT for services performed and expenses incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, but shall not be limited to, fees for service and expenses for putting analytics in place and making them available to the relevant organizations and/or government agencies. Compensation to CONSULTANT must be based upon CONSULTANT's prevailing fee schedule.

10. Termination

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating

termination shall notify the other party, and termination shall become effective no later than (A) 45 calendar days after receipt of the termination notice. In the event of which party is subject to the cause of death, CLIENT shall within 45 calendar days of the termination pay CONSULTANT's fees for services rendered and retain and return in accordance with CONSULTANT's prevailing fee schedule. Those fees and costs shall exclude those outstanding at the time of termination.

11. Ownership of instruments of professional service

Points, specifications, reports, software, calculations, field data, field notes, estimates, and similar documents and materials prepared by or for CONSULTANT as instruments of professional service are CONSULTANT's property. CONSULTANT shall retain those instruments of professional service for five (5) years following submission of final report. CLIENT shall not modify, reproduce, duplicate, or otherwise use or disclose any of CONSULTANT's instruments of professional service without the prior written consent of CLIENT. Upon the request of CONSULTANT, CLIENT shall return and/or destroy any copies of these instruments of professional service.

12. CLIENT agrees that instruments of professional service provided by CONSULTANT to CLIENT may not be used for any circumstances unless agreed to by both parties. Except CONSULTANT, CLIENT warrants that CONSULTANT's instruments of professional service will be used only by and for the benefit of CONSULTANT. CLIENT understands that CONSULTANT may become liable to third-parties that are directly or indirectly related to the implementation of this AGREEMENT. CLIENT, at its discretion, may suspend the services of any specific third-party or types of third-parties that CLIENT believes may result in liability. CLIENT shall inform CONSULTANT of any issues related to the services provided by CONSULTANT. CLIENT shall not authorize any changes to the terms of this AGREEMENT without the prior written consent of CONSULTANT. CLIENT agrees that the services provided by CONSULTANT shall not be used for any purposes inconsistent with the express consent of CONSULTANT. CLIENT agrees that the services provided by CONSULTANT shall not be used for any purposes inconsistent with the express consent of CONSULTANT.

13. Termination

If payment of CONSULTANT's invoices is not made within a specified period, the services provided by CONSULTANT shall be terminated. The parties shall negotiate the terms of the termination and payment for services rendered. In the event of the termination of this AGREEMENT, the parties shall negotiate the terms of payment for services rendered. The parties shall agree to the terms of payment. The services provided by CONSULTANT shall not be used for any purposes inconsistent with the express consent of CONSULTANT. The services provided by CONSULTANT shall not be used for any purposes inconsistent with the express consent of CONSULTANT.
shall be compensated by CLIENT for wherever additional service and/or extra work stems from third-party reliance, if the third-party does not provide compensation per terms and conditions herein. In addition, CLIENT shall to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury to law allegedly arising from any third-party’s reliance on CONSULTANT’s instruments of services without CONSULTANT’s specific authorization to do so. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT’s prevailing fee schedule.

12. Dispute Resolution

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement, or implementation of the AGREEMENT, or provision of the services indicated herein shall be decided through mediation. The parties further agree that OWNER will retain, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all levels, and all suppliers whose portion of the work amounts to five thousand dollars ($5,000) or more, and their insurers and sureties, shall agree to this procedure. Should legal action be brought by one party against the other, the nonprevailing party shall reimburse the prevailing party for the prevailing party’s documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs shall include, but not be limited to, reasonable attorney’s fees, court costs, forensic consultants and expert witness fees, and other documented out-of-pocket expenses, as well as the value of time spent by the prevailing party and those in that party’s employ to research the issues in question, discuss matters with attorneys and others, prepare for depositions, respond to interrogatories, and so on. Insofar as CONSULTANT is concerned, the value of time spent and expenses incurred shall be computed based upon CONSULTANT’s prevailing fee schedule.

13. Governing Law

Unless otherwise provided, the substantive law of the State of California shall govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

MBX Engineers

By: 

Name and title: 

Date: April 10, 2008

Federal ID number: 94-2292149

Three Rivers Levee Improvement Authority

By: 

Name and title: 

Date:

[Signature]

Page 4 of 4
Task 1 - Program Management Activities
The following is a general level of estimated involvement from March 20, 2006 to December 31, 2006.

- Project Management Meetings (every other week) – Prepare agenda, attend meeting, chair meeting. Effort – 9 hrs/month
- Coordination with Reclamation Board – Meet with staff and coordinate on permit issues, program issues, and financing issues. Effort – 10 hrs/month
- Coordination with the Corps and FEMA on FEMA certification issues. Effort – 15 hrs/month
- Coordination with Finance team, BWR on Design Grant, Construction Grants and other implementation issues. Effort – 15 hrs/month
- General Coordination – Coordination on project issues with TRILIA staff, floodplain mapping outreach, land use adjacent to levees, public meetings, prepare PowerPoint presentations, prepare other correspondence, coordination and meetings with stakeholders, and JPA Board Meetings. Effort – 47 hrs/month

<table>
<thead>
<tr>
<th>Task 1</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal Engineer</td>
<td>55 hrs @ $160/h</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Total Cost = $141,300

Task 2 - Design Management Activities
The following is a general level of estimated involvement from March 20, 2006 to December 31, 2006.

- Project Management Meetings (Every other week) – Update Open Issues List, attend meeting, take notes. Effort – 12 hrs/month
- Technical Meetings and Coordination – Participate in weekly conference calls with both design teams, coordinate and participate in design issues resolution, attend field conferences on design issues. Effort – 82 hrs/month
- Coordination with Reclamation Board – Prepare monthly status reports provide information to Reclamation board as needed. Effort – 6 hrs/month
- General Coordination – Coordination on project issues with TRILIA staff, public meetings, prepare correspondence in support of Program Manager, coordination and meetings with stakeholders. Effort – 42 hrs/month

<table>
<thead>
<tr>
<th>Task 2</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supervisory Engineer</td>
<td>142 hrs @ $141/h</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Total Cost = $190,209
Task 3 – Mapping Support

- Prepare and update maps and figures that show all project features in RD 784. **Effort – 10 hrs/month**
- Prepare maps as needed for presentation and meetings. **Effort – 10 hrs/month**

<table>
<thead>
<tr>
<th>Task 3</th>
<th>Junior Engineer</th>
<th>20 hrs @ $11/h</th>
<th>$1,220</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td>$280</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,100 per month</strong></td>
</tr>
</tbody>
</table>

Total Cost = $19,950

Task 4 – Hydraulic Support for Phase 4 Feather and Yuba River Levee Evaluations

Task 4.1. Initial Hydraulic Modeling for Feather River Alternatives

This task will summarize the hydraulic analysis of the existing levee on the Feather River using the existing Feather-Yuba HEC-RAS model. Hydraulic analyses will be performed for the existing levee as well as the setback levee alternative alignments between PLM 17.1 and 23.6 shown in the March 9, 2006 Alternatives Identification Memorandum. (Three different setback levee alignments). Because the hydraulic modeling under this task will be concluded before a final decision has been made on the configuration for levee repairs between PLM 17.1 and 23.6, the envelope of the highest water surface profiles will be adapted for design of the strengths in place levee repairs. Minor modifications will be made to the HEC-RAS model as needed for Phase 4 specific needs. Water surface profiles will be developed for the 1:100 and 1:200 annual exceedence probability (AEP) flood events for two storm centers. Water surface profiles, charts, and maps will be prepared to present results.

The analysis will evaluate whether there are downstream impacts. However, the hydraulic analysis does not include evaluation of mitigation measures (i.e. Thermalito Afterbay treatment, forecast-based operation of Oroville and Ballards Bar Reservoirs) if there are downstream impacts.

This task also will include meetings and coordination required with the Corps and other agencies and stakeholders to communicate the results of this modeling effort and to obtain agency/stakeholder consensus with the final "design level" product.

Estimated Cost: $10,500
Task 4.2: HEC-RAS Analysis for Final Setback Alternative

This task includes hydraulic analysis of the selected setback levee alternative on the Feather River using the existing Feather-Yuba HEC-RAS model. Analysis will reflect the final selected setback alignment with any refinements made from the initial hydraulic modeling. Analysis will include investigation of variation of hydraulic roughness in the new setback area to reflect any future habitat restoration plans. The setback alternative will be simulated with the 1-in-100 and 1-in-200 AEP flood for two storm centerings. Water surface profiles, charts, and maps will be prepared to present results. Analysis will evaluate whether there are downstream impacts. The hydraulic analysis does not include evaluation of mitigation measures (i.e. Thermalite Reop, Oroville/Ballards FBO) if there are downstream impacts.

Estimated Cost: $10,000

Task 4.3: 2B Velocity Analysis for the Erosion, Sediment, and Geomorphic Analysis

This task includes development of a 2-D model to simulate existing and project conditions along the project reach. The velocity information will be used to identify areas of erosion potential and will be used in sediment analysis to be performed by others. Efforts also include interface with PWA Consultants and low flow analysis to assist PWA in their geomorphic analysis. Existing 2-D models will be used where available and modified or extended to cover the project reach. Models will develop to simulate the existing levee alignment and the selected Feather Setback alignment from Task 4.2. The models will be run for the 1-in-100 and 1-in-200 AEP flood events for two storm centerings for erosion analysis. This velocity information will be evaluated to determine if and where erosion problems exist along the Feather and Yuba levees. Erosion protection alternatives will be developed. Lower flows, to be determined later, will also be simulated for sediment analysis to be performed by others.

Estimated Cost: $135,000

Task 4.4: H&H Report for Hydraulic Analysis

This task includes preparing a hydrologic & hydraulic report for the Phase IV Hydraulic Analysis. The report will consist of descriptions of the work done and tabular and graphical presentation of the results of these analyses. The H&H report will be circulated among team members and regulatory agencies for review. It includes reviewing and responding to comments, preparing additional H&H analysis to address comments, and finalizing the final H&H report.

Estimated Cost: $25,000

Task 4.5: Hydraulic Analysis for Economic Analysis

This task includes running the hydraulic model in support of the economic analysis by David Ford Consulting. Stage frequency curves will be provided at six index points for the following frequencies 2, 10, 25, 50, 100, 200 and 500 years. The curves will be developed for the Feather Levee raise and strengthen alternative, and three setback levee alternatives.

Estimated Cost: $14,000
Task 4.6: Attend Monthly Team Meetings

This task includes attendance at monthly team meetings for 6 months. It also includes one field meeting.

Estimated Cost: $6,400

Total Task 4: $157,900

Total Amendment 10 Costs for Tasks 1-4 = $540,359

The AGREEMENT shall be revised to increase the price ceiling for basic services by $549,359 from $625,350 to $1,174,709

All other terms and conditions contained in the Agreement shall remain in full force and effect.
## SCHEDULE OF FEES

1. **Standard Fees:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$150-175</td>
</tr>
<tr>
<td>Supervising Engineer</td>
<td>115-160</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>105-130</td>
</tr>
<tr>
<td>Project Manager</td>
<td>105-130</td>
</tr>
<tr>
<td>Engineer</td>
<td>90-120</td>
</tr>
<tr>
<td>Hydrologist</td>
<td>80-115</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>75-95</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>70-85</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>70-115</td>
</tr>
<tr>
<td>Technician/Drafter</td>
<td>70-90</td>
</tr>
<tr>
<td>Engineering Aide</td>
<td>40-60</td>
</tr>
<tr>
<td>3-Man Survey Crew</td>
<td>210</td>
</tr>
<tr>
<td>2-Man Survey Crew</td>
<td>180</td>
</tr>
<tr>
<td>GPS Equipment</td>
<td>40</td>
</tr>
</tbody>
</table>

2. **Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at $350 per hour for principals and supervising engineers, $250 per hour for registered engineer staff, and $150 per hour for other staff.**

3. **Automobile mileage is billed at $.475 per mile away from Sacramento or other such headquarters as may be established.**

4. **All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Professional services provided by others billed through MBK at cost plus a service charge of 11%.**

5. **Billings will be made monthly and payment will be due within 30 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 11% per month or fraction thereof from the billing date unless other arrangements are made in advance.**

6. **If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by judgment, shall be awarded as part of the judgment.**

**ATTACHMENT B**