CALL TO ORDER: Welcome to the Three Rivers Levee Improvement Authority (TRLIA) meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices which might disrupt the meeting. Thank you.

I
ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti

II
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. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

III
CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

A. Approve minutes of the meeting of February 20, 2012.

IV
ACTION ITEMS

A. Approve agreement with HDR Engineering Inc. in the amount of $358,178 for 200-year urban levee compliance determination for the upper Bear and WPIC west levee and authorize the Executive Director to execute same.

B. Approve agreement with Kleinfelder Inc. in the amount of $124,400 for 200-year urban levee compliance determination for the lower Yuba south levee and authorize the Executive Director to execute same.

V
BOARD AND STAFF MEMBERS’ REPORTS

VI
ADJOURN

The complete agenda is available at the Yuba County Government Center, 915 8th Street, Suite 109 Marysville, and www.trlia.org. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available at Suite 109 during normal business hours. In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

FEBRUARY 21, 2012

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, and Mary Jane Griego. Director John Nicoletti was absent. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemyer. Chair Griego presided.

I. ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti – Director Nicoletti Absent

II. PUBLIC COMMUNICATIONS: No one came forward.

III. CLOSED SESSION

The following individuals spoke:
- Mr. Tom Eres, Hofman Ranch
- Ms. Frances Hofman, Olivehurst

The Board retired into closed session at 2:05 p.m. to discuss the following:

A. Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Property 020-410-001/013/Jason G. Allen; Negotiating parties: TRLIA/McElhern/Bob Morrison; Terms of Payment

B. Conference with Real Estate Property Negotiators pursuant to Government Code §54956.8 - Property 014-360-011, 013/Hofman Ranch; Negotiating parties: TRLIA/McElhern/Bob Morrison; Terms of Payment

The Board returned from closed session at 2:43 p.m. with all present as indicated above.

Counsel Shapiro advised the Board authorized staff on Item B to conduct an updated appraisal of the parcel and staff to make an offer on that property. There was no further action taken regarding closed session.

IV. CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

MOTION: Move to approve Consent Agenda A and C
MOVED: Jerry Crippen
SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego
NOES: None
ABSTAIN: None
ABSENT: John Nicoletti

A. Approve minutes of the meetings of February 7, 2012. Approved as written.
B. Receive correspondence from RD 784 dated February 16, 2012, regarding Western Pacific Interceptor Levee. Chair Griego pulled for discussion.

Mr. Tom Eres, Hofman Ranch, responded to statements within correspondence.
Counsel Shapiro responded to comments.
Ms. Frances Hofman, advised of address correction.

MOTION: Move to accept
MOVED: Jerry Crippen SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego
NOES: None ABSTAIN: None ABSENT: John Nicoletti

C. Approve amended Notice of Exemption for Segment 3 Fence and Toe Access Corridor Widening and authorize the Executive Director to execute upon review and approval of Counsel. Approved.

V ACTION ITEMS

A. Approve Amendment No. 12 with HDR Inc. in an amount not to exceed $50,000 for engineering services and authorize the Executive Director to execute. Executive Director Paul Brunner recapped the need of services provided by Mr. Les Harder for the Senior Board of Consultants.

MOTION: Move to approve
MOVED: Rick Brown SECOND: Don Graham
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego
NOES: None ABSTAIN: None ABSENT: John Nicoletti

B. Approve agreement with Nolte Associates Inc. in an amount not to exceed $50,000 for engineering services authorize the Executive Director to execute. Executive Director Paul Brunner recapped the need of services provided by Mr. David Williams for the Senior Board of Consultants.

Director Nicoletti joined the meeting at 3:11 p.m.

MOTION: Move to approve
MOVED: Jerry Crippen SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

C. Approve Relocation Impact Statement and Last Resort Housing Plan for the Upper Yuba River Levee Improvement Project. Special Counsel Kelly Pope provided a Power Point presentation recapping the plan and impacted property and responded to Board inquiries.

MOTION: Move to approve
MOVED: John Nicoletti SECOND: Don Graham
AYES: Rick Brown, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: Jerry Crippen
VI BOARD AND STAFF MEMBERS' REPORTS

Executive Director Paul Brunner:
- Central Valley Flood Protection Board Meeting March 2, 2012 regarding Feather River levee access corridor
- Goldfields High Ground Evaluation status
- Video distribution and outreach by mail and availability at various locations

Director Crippen left the meeting at 3:32 p.m.

MOTION: Move to release video by mail and availability at access points within the community
MOVED: Rick Brown       SECOND: John Nicoletti
AYES: Rick Brown, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None             ABSTAIN: None       ABSENT: Jerry Crippen

III ADJOURN: 3:53 p.m. by Chair Griego.

______________________________
Chair

ATTEST: DONNA STOTLEMeyer
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

______________________________
Approved:
March 20, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Approve New Contract with HDR for 200-Year Urban Levee Compliance Determination for the Upper Bear and WPIC

Recommended Action:
Approve contract with HDR to accomplish Upper Bear River North Levee and WPIC West Levee 200-Year Levee Criteria Compliance Determination and authorize the executive director to sign and execute the contract once General Counsel has reviewed and approved.

Discussion:
At the March 15, 2011 TRLIA Board meeting the Board was briefed on the need to perform the 200-Year Urban Levee Compliance Determination. The TRLIA Board authorized the Executive Director to take the necessary steps to accomplish this determination. This task is needed to accomplish the 200-year determination. As construction on the system nears completion it is now time for TRLIA to evaluate the completed project against the newly released State Interim Levee Design Criteria (ILDC) and determine if the levee system complies with the issued criteria for providing 200-year protection. This compliance determination will be made to Yuba County for its use in reviewing future development plans. The 200-year compliance determination will be accomplished by engineering assessments of each reach of the system against criteria contained in the CA Department of Water Resources ILDC for Urban and Urbanizing Areas in the Sacramento-San Joaquin Valley, Version 5, November 15, 2011. HDR will provide this determination for the Upper Bear River North Levee and for the WPIC West Levee. HDR was the prime design lead for TRLIA levee repairs for these two reaches. HDR has unique knowledge of these two levee reaches and has added geotechnical engineer expertise to their firm by hiring Dr. Les Harder and Mr. John Hess. HDR is the best qualified design firm to perform the evaluations for these two reaches. GEI has already been given a contract amendment to perform similar services for the Bear Setback Levee, the Feather River East Levee, and the Yuba South Levee from its confluence with the Feather Levee to Highway 70. Kleinfelder is proposed as the contractor to perform this effort for the Yuba South Levee from Highway 70 to Simpson Lane. 200-year determination for the Upper Yuba Levee is part of the UYLIP Project.

The attached contract is authorization to accomplish the effort described above. Greater detail on efforts is described in Exhibit A of the attached contract.
**Fiscal Impact:**
The contract amount is $358,178 for services on a time-and-expenses basis, not to exceed the maximum amount of the contract for Design Services without prior authorization by TRLIA. The compliance determination will be paid for by Prior Levee Work Funding.

**ATTACHMENTS**

1. Proposed Contract
2. Exhibit A to Proposed Contract
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the Three Rivers Levee Improvement Authority, a joint exercise powers agency established pursuant to the laws of California ("TRLIA"), and HDR Engineering, Inc., ("Contractor") (each a “party” and collectively “the parties”).

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The Contractor shall provide those services described in Attachment "A", Provision A-1. Contractor shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: March 26, 2012
Termination Date: December 31, 2013

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow TRLIA time in which to complete a novation or renewal contract for Contractor and TRLIA approval.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement.

3. PAYMENT.

TRLIA shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to TRLIA in the manner specified in Attachment "B".
4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

6. DESIGNATED REPRESENTATIVES.

Paul G. Brunner, Executive Director, is the representative of the TRLIA and will administer this Agreement for the TRLIA. Blake Johnson is the authorized representative for Contractor. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - General Provisions
8. **TERMINATION.** TRLIA and Contractor shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

    IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ______________________, 2012.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

__________________________
Paul G. Brunner, P.E.
Executive Director

ATTEST:
DONNA STOTTLEMEYER,
SECRETARY

HDR ENGINEERING, INC.

__________________________
Robert M. Boling
Senior Vice President

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

__________________________
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by Contractor and the scope of Contractor's duties are described in the Scope of Work titled Exhibit A, which is an appendix to this Attachment A.

A.2 TIME SERVICES RENDERED.

See Operative Provision 2.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, Contractor shall be responsible for providing services and fulfilling obligations hereunder in a professional manner: TRLIA shall not control the manner of performance.

A.4 FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Contractor shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
ATTACHMENT B

PAYMENT

TRLIA shall pay Contractor as follows:

B.1     BASE CONTRACT FEE. TRLIA shall pay Contractor a contract fee not to exceed $358,178; Contractor shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to Contractor under this Provision B.1 exceed $358,178 without an amendment to this Agreement approved by the TRLIA Board of Directors.

B.2     TRAVEL COSTS. TRLIA shall not pay Contractor for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the TRLIA representative designated by Operative Provision No. 6, and then TRLIA shall pay TRLIA per diem rates in effect on the date of invoice upon presentation of invoices.

B.3     AUTHORIZATION REQUIRED. Services performed by Contractor and not authorized in this Agreement shall not be paid for by TRLIA. Payment for additional services shall be made to Contractor by TRLIA if, and only if, this Agreement is amended by both parties in advance of performing additional services.
ATTACHMENT C

GENERAL PROVISIONS

C.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of Contractor shall be performed as an independent contractor and not as an agent, officer or employee of TRLIA. It is understood by both Contractor and TRLIA that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

C.1.2 Contractor shall have no claim against TRLIA for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C.1.3 Contractor is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers’ Compensation and Medi-Care payments.

C.1.4 As an independent contractor, Contractor is not subject to the direction and control of TRLIA except as to the final result contracted for under this Agreement. TRLIA may not require Contractor to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

C.1.5 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

C.1.6 As an independent contractor, Contractor hereby indemnifies and holds TRLIA harmless from any and all claims that may be made against TRLIA based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

C.2 LICENSES, PERMITS, ETC. Contractor represents and warrants to TRLIA that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally
required for Contractor to practice its profession and that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, such licenses, permits, and approvals at the time the services are performed. Failure of the Contractor to comply with this provision shall authorize the TRLIA to immediately terminate this agreement notwithstanding Operative Provision No. 2.

C.3 TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor’s obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, Contractor or its subcontractors shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to TRLIA, naming the TRLIA and TRLIA’s officials and employees as additional insured (excluding workers’ compensation and professional liability insurance). The limits of insurance herein shall not limit the liability of the Contractor hereunder.

C.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing TRLIA with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, TRLIA may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

C.4.2 MINIMUM SCOPE OF INSURANCE. Contractor shall procure the following insurance forms:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the TRLIA Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 “any auto” and Endorsement CA 0029.

(c) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, a coverage form subject to TRLIA approval.

Attachment C – Page 2 of 11.
C.4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The TRLIA and its officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the TRLIA and its officials and employees.

(ii) The Contractor’s insurance coverage shall be primary insurance as respects the TRLIA, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the TRLIA and its officials and employees or other insureds shall be in excess of the Contractor’s insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(b) Worker’s Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

Attachment C – Page 3 of 11.
(c) **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or below minimum limits required under this Agreement except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TRLIA.

**C.4.4 ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

**C.4.5 MINIMUM LIMITS OF INSURANCE.** Contractor shall maintain limits no less than:

(a) **Commercial General Liability:** One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) **Automobile Liability:** $1,000,000 combined single limit per accident for bodily injury or property damage.

(c) **Workers’ Compensation and Employers Liability:** Workers’ Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident.

(d) **Professional Errors and Omissions Liability (if required):** Policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500). Coverage may be made on a claims-made basis with a “Retro Date” either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the Agreement effective date, the Contractor must purchase “extended reporting” coverage for a minimum of twelve (12) months after completion of services.

**C.4.6 SUBCONTRACTORS.** In addition to the above policies, if Contractor hires a subcontractor under this Agreement Contractor shall include all
subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If Contractor requires subcontractors to provide insurance coverage, then Contractor shall be named as an additional insured under such policy or policies (excluding workers’ compensation and professional liability insurance).

C.4.7 DEDUCTIBLES AND SELF-INSURED RETentions. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the TRLIA. At the option of TRLIA, either the insurer shall reduce or eliminate such deductions or self-insured retentions as respects TRLIA, its officials, employees and volunteers; or, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

(a) Contractor shall furnish TRLIA with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the TRLIA or on forms received and approved by the TRLIA before work commences. TRLIA reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) Contractor shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance and endorsement(s) to TRLIA as previously described. If Contractor shall fail to procure and maintain said insurance, TRLIA may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to TRLIA upon demand. The policies of insurance provided herein which are to be provided by Contractor shall be for a period of time sufficient to cover the term of the Agreement, including TRLIA’s acceptance of Contractor’s work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, Contractor will deliver to TRLIA certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

C.5 INDEMNITY. Contractor shall defend, indemnify, and hold harmless TRLIA, its
elected and appointed councils, boards, commissions, officers, agents, and employees from and against any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional misconduct, recklessness, or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement by Contractor, or any of Contractor’s officers, agents, employees, contractors, or subcontractors.

C.6 CONTRACTOR NOT AGENT. Except as TRLIA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of TRLIA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind TRLIA to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. Contractor may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

C.8 PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TRLIA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving written notice from TRLIA of its desire for removal of such person or persons.

C.9 STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to TRLIA pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in Contractor’s profession.

C.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by TRLIA with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the TRLIA. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the TRLIA Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

C.11 TAXES. Contractor hereby grants to the TRLIA the authority to deduct from any payments to Contractor any TRLIA imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to Contractor.

C.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein,
Contractor shall immediately cease rendering service upon the termination date and the following shall apply:

C.12.1 Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

C.12.2 TRLIA shall have full ownership and control of all such writings or other communications delivered by Contractor pursuant to this Agreement.

C.12.3 TRLIA shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by TRLIA as work accomplished to date; provided, however, TRLIA shall not in any manner bear liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to TRLIA such financial information as in the judgment of the TRLIA is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of the TRLIA shall be final. The foregoing is cumulative and does not affect any right or remedy which TRLIA may have in law or equity.

Contractor may terminate its services under this Agreement upon thirty (30) days written notice to the TRLIA, without liability for damages, if Contractor is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by TRLIA.

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, Contractor shall not unlawfully discriminate against any employee of the Contractor or of the TRLIA or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. Contractor shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor shall give written notice of its obligations under this clause to any labor agreement. Contractor shall include the

Attachment C – Page 7 of 11.
non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, Contractor agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of TRLIA, and Contractor agrees to deliver reproducible copies of such documents to TRLIA on completion of the services hereunder. The TRLIA agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

C.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context
otherwise requires, the following definitions and rules of construction shall apply herein.

**C.21.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**C.21.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**C.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**C.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto,

shall be binding upon and inure to the benefit of such party, its successors and assigns.

**C.24 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**C.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**C.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**C.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**C.28 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**C.29 CONTROLLING LAW.** The validity, interpretation and performance of this

Attachment C – Page 9 of 11.
Agreement shall be controlled by and construed under the laws of the State of California.

C.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

C.32 CONFLICT OF INTEREST. Neither a TRLIA employee whose position in TRLIA enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

Contractor may be subject to the disclosure requirements of the TRLIA conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the Contractor’s financial interest. The TRLIA Administrator shall determine in writing if Contractor has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.
C.33 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to TRLIA:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Paul G. Brunner, Executive Director
1114 Yuba Street, Suite 218
Marysville, CA 95901

If to Contractor:

HDR Incorporated, Inc.
ATTN: Blake Johnson
2365 Iron Point Road Suite 300
Folsom, CA 95630-8098
EXHIBIT A

SCOPE AND FEE ESTIMATE FOR ENGINEERING DESIGN SERVICES

200-Year Urban Levee Criteria Compliance Determination

Three Rivers Levee Improvement Authority

Yuba County, California

February 27, 2012

HDR
2365 Iron Point Road, Suite 300
Folsom, CA 95630
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1.0 Introduction

HDR will work with the Three Rivers Levee Improvement Authority (TRLIA) in Yuba County, CA to provide the information necessary to pursue a State of California Department of Water Resources (DWR) compliance determination in accordance with the Draft November 15, 2011 Urban Levee Design Criteria (ULDC) for the following levee reaches:

- Yuba River South Levee (Union Pacific Railroad (UPRR) to Simpson Lane) – Civil only
- Yuba River South Levee (Highway 70 to UPRR) – Civil only
- Bear River North Levee (Bear Setback Levee to the WPIC confluence) – Civil and Geotechnical
- WPIC West Levee (including the Olivehurst Detention Basin Ring Levee) – Civil and Geotechnical

HDR understands Kleinfelder will perform geotechnical analyses the Yuba River South Levee from Hwy 70 to Simpson Lane under contract directly with TRLIA. Also, GEI will provide all analyses for the Feather River East Levee and a portion of the Yuba River South Levee from Highway 70 to the Feather River confluence under contract directly with TRLIA.

HDR assumes design level topography or LiDAR data will be provided by TRLIA and will be used as a basis for design and for geotechnical analyses. If no new topography is available, HDR will use existing topography from the design drawings.

HDR assumes 200-year water surface elevations and hydraulic top of levee (HTOL) elevations will be provided by TRLIA and will be used as a basis for design and for geotechnical analyses.

This amendment is for additional services as outlined below.

2.0 Scope of Work

The tasks outlined in this scope have been prepared based on discussions with MBK Engineers and includes the following effort:

- Providing an engineer’s opinion for the geotechnical analyses on the Bear River North Levee and WPIC West Levee and civil analyses on the Bear River North Levee, WPIC West Levee and Yuba River South Levee complying with the DWR 200-year design criteria as included in the draft ULDC.

- This work will be completed in accordance with our existing contract terms and subsequent amendments.
2.1 Engineer’s Opinion on the Levee System Meeting ULDC Criteria

2.1.1 Project Management
The project management task includes time necessary for coordination with TRLIA and other members of the project team, as well as time needed for preparing progress reports and other management tasks.

2.1.2 Compile and Review Existing Documentation
The available information from pre-design, design, and construction documentation will be compiled and reviewed. Additional information that has been prepared after construction was completed will also be sought, including any additional geotechnical investigations related to the DWR Urban Levee Evaluation Program.

2.1.3 Geotechnical Evaluations and Reporting
In order to substantiate a compliance determination pertaining to the Bear River North Levee and WPIC West Levee reaches with regards to the draft ULDC, the geotechnical evaluations will include the following general steps and assumptions:

- The analyses will consider the draft ULDC and the “Guidance Document for Geotechnical Analyses, Revision 10” (URS 2011).

- A geomorphic review will be completed of the project area that takes into account the historic geology and landforms to better characterize the site.

- The Bear River North Levee extends from Station 121+00 to Station 170+00, a distance of 4,850 feet. Based on a preliminary review of available geotechnical information, there is sufficient geotechnical data for the analyses required for the Bear River North Levee. At this time, we do not see a need to collect additional data. Five cross sections will be selected for analysis, two of which will be located near sections that were previously analyzed and three of which will be placed based on the available information and engineering judgment in locations where there were changes to the design or where additional analyses would be helpful in clarifying the design assumptions.

- The portion of the WPIC West Levee to be analyzed extends from Station 0+00 to Station 330+00, a distance of 33,000 feet, and the a small portion of the Clark Lateral/Olivehurst Detention Basin from Highway 70 to the slide gate structure. A preliminary review of available geotechnical investigations suggests there are insufficient explorations for analyses of the WPIC West Levee. It was determined that a minimum of six cone penetration tests (CPTs) will be needed along the landside toe to verify the subsurface conditions. We understand that DWR has plans to perform hand auger borings at 10 select locations throughout the WPIC. We assume these hand
auger borings will complement the CPTs outlined above, provided that the subsurface conditions are conducive to the hand auger approach.

➢ The tasks associated with the additional explorations for the WPIC West Levee are as follows:

  o A brief exploration plan will be developed based on the available data to show the proposed locations of the additional CPTs. The locations of the proposed investigations will be selected based on the locations of the existing explorations using engineering judgment. This exploration plan will be provided to the TRLIA Board of Senior Consultants (BOSC) for review. If it is found that the number or type of additional explorations is in question, this plan will need to be revised.

  o Once the exploration plan is finalized, the proposed locations will be marked in the field and underground service alert (USA) will be notified a minimum of 48 hours prior to commencing field activities.

  o Permits will be obtained from the Yuba County Environmental Health Department and the Central Valley Flood Protection Board prior to commencing field activities. It is assumed that any right-of-entry and any other encroachment permits needed to perform the work will be obtained and provided by TRLIA.

  o Dissipation testing will be performed in the proposed CPTs at select depths to obtain field parameters that will aid in understanding permeability characteristics of the subsurface materials. CPTs will be backfilled with cement grout per Yuba County Department of Environmental Health standards. CPT logs will be provided.

➢ For the WPIC West Levee, 19 cross-sections will be selected for analyses. Thirteen cross-sections will be located near sections that were previously analyzed. The remaining six cross-sections will be placed in other locations, using available information and engineering judgment and/or considering where changes to the design occurred or where additional analyses would be helpful in clarifying the design assumptions.

➢ Steady state seepage will be analyzed at the 200-year and hydraulic top of levee (HTOL) water surface elevations (WSEs). Underseepage will be analyzed against the exit gradient (or factor of safety) criteria included in the ULDC. The software program SEEP/W will be used to analyze seepage. Analysis results will be compared to past performance to confirm reasonableness of the results.
Scope of Work

- Through seepage will be analyzed and if the resulting phreatic surface exits the landside face of the levee, the need for embankment remediation will be evaluated in accordance with the ULDC based on the composition and potential erodibility of the levee embankment.

- Long term slope stability analysis for the landside slope will be completed at the 200-year and HTOL WSEs in accordance with the ULDC. The steady state phreatic surface determined in the seepage analyses will be used to analyze the levee embankments for landside stability. Different phreatic surfaces may be considered depending on the results of the hydraulic analysis with the approval of the TRLIA BOSC. Shear strengths will be based on available laboratory data, correlations to existing blow count and material classifications, parameters used for previous analyses, and soil parameters developed from the proposed CPTs. The software program SLOPE/W will be used to analyze slope stability. Analysis results will be compared to past performance to confirm reasonableness of the results.

- Waterside rapid drawdown slope stability will be analyzed for the 200-year WSE as outlined in the ULDC. It is assumed that the drawdown will be established by TRLIA. Rapid drawdown failures will be reviewed that cause a reduction of the crown width that may expose permeable layers within the embankment. A minimum acceptable factor of safety of 1.0 will be used.

- Seismic loading (moment magnitude and peak ground acceleration) will be taken from the United States Geologic Survey Next Generation Attenuation website for a 200-year return period. Note that due to the available data, an approximation may be used for the 200-year return period, such as a 20% in 50 year event which would correlate to a 224-year return period.

- Seismic analyses will include liquefaction assessments completed for all sections using spreadsheet methods reflecting the Idriss and Boulanger 2008 procedure. Earthquake-induced cyclic shear stresses will be estimated using a simplified equation to evaluate liquefaction potential as allowed by the ULDC. Cyclic shear resistances will be estimated using correlations based on SPT and/or CPT penetration resistance. Post-earthquake slope stability analyses will be conducted for cross sections having soils that would be predicted to liquefy for a 200-year earthquake. Such soils would be assigned residual shear strengths based on penetration resistance. Because the peak accelerations for the 200-year earthquake are only about 0.1g and the predominant magnitude associated with this event is only about a moment magnitude of 6½, it will take almost all of the earthquake motion to liquefy any potentially liquefiable soils. Accordingly, Newmark-type deformation analyses will not be performed. Because the Bear River and WPIC levees are intermittently loaded, the intent of the seismic analyses is to estimate the general level of levee damage that would be sustained from a 200-year earthquake and to use this information in the development of an emergency
action plan. As part of the emergency action plan, an estimate of the level of effort needed to restore a 10-year level of flood protection will be made. Interpolations of the seismic analyses between cross sections will help provide this general estimate. The seismic analyses will not be used directly for either the design or the evaluation of the integrity of the levee. For the purposes of this scope of work, it is assumed that half of the sections analyzed would require post-earthquake slope stability.

➢ Prepare a draft and final Geotechnical Investigation Report for each project. The reports will include historic and recent explorations, laboratory test results, an outline of the appropriate ULDC guidance, results of the seepage, stability, and seismic analyses, and preliminary recommendations for additional measures required for the levees to meet the ULDC, if applicable. Updated exploration location maps will be created incorporating the proposed explorations. Figures will also be prepared for all seepage, stability, and deformation analyses. The final Geotechnical Investigation Reports will be prepared to incorporate the review comments received on the draft report from TRLIA, the TRLIA BOSC, and other members of the project team.

2.1.3.1 Deliverable

➢ Two draft Geotechnical Investigation Reports; one for the WPIC West Levee and one for the Bear River North Levee. Two hard (2) copies and one (1) electronic copy will be provided.

➢ Two final Geotechnical Investigation Reports; one for the WPIC West Levee and one for the Bear River North Levee. Two hard (2) copies and one (1) electronic copy will be provided.

2.1.3.2 Assumptions

It is anticipated that there will be a maximum of four meetings required for this task. The topics of these meetings could include; a review of the ULDC criteria to be used; a review of the recommendations included in the draft Geotechnical Investigation Report; a review of comments received on the draft Geotechnical Investigation Report; and a review of the recommendations included in the Final Geotechnical Investigation Report.

2.1.4 Civil Evaluations (Encroachments, Penetrations, and Geometry)

Encroachment and penetration data compiled during the pre-design and design phases for the above noted four reaches will be collected and compared to the criteria in Sections 7.12, 7.13, and 7.14 of the ULDC. A hazard assessment will be performed for encroachments and penetrations as noted in the ULDC. Encroachments and penetrations with a high hazard will be noted in the summary of findings. A geophysical survey will also be completed to verify penetration locations and to locate new penetrations, if any, through the levee prism.

Existing levee geometry will be determined based on contractor submitted as-builts. Geometry will be reported in tabular form at 100-foot intervals and will identify the average landside
slope, levee crown width, and average waterside slope at each section. Levee sections that are found not to be in compliance with the ULDC will be identified and remedial measures will be presented.

2.1.4.1 Assumptions

➢ Data collected as a part of the pre-design, design, and construction phases of the above noted projects will be utilized to assess encroachments and penetrations. It is assumed that permit information, performance history, age, design life, maintaining entity, owner, and all other items as indicated in the Sections 7.12, 7.13, and 7.14 of the ULDC for encroachments and penetration, including transportation penetrations, were obtained or determined as part of the previously completed assessments and that those records are adequate to complete the hazard assessment. This effort is to compile previously completed data and reports and categorize the risk level of penetrations only.

➢ A geophysical survey will be completed to verify locations of existing penetrations. Electromagnetic (EM) methods will be used. Two EM traverse will be completed for roughly 7.5 miles of levee; one traverse at the levee crest and one at the levee toe. The results from this geophysical survey will be compared to the previously compiled penetrations information to verify locations of existing penetration and identify new penetrations, if any.

➢ No new topographic data will be obtained as a part of this task.

2.1.5 Engineer’s Opinion on the Levee System Meeting ULDC Criteria

A report will be generated to summarize our findings and provide an engineer’s opinion on the levee reaches noted above regarding the DWR 200-yr design criteria. The report will summarize all findings by HDR.

2.1.5.1 Deliverables

➢ Two hard (2) copies and one (1) electronic copy of a report summarizing our findings will be submitted. The report will include, as appendices, Geotechnical Investigation Reports, results of the geophysical survey, figures, and other pertinent data obtained during our investigation.

2.1.5.2 Assumptions

➢ The compliance determination will be based on the Draft ULDC dated November 15, 2011.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

March 20, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager

SUBJECT: Approve New Contract with Kleinfelder for 200-Year Urban Levee Compliance Determination for the Lower Yuba South Levee

Recommended Action:
Approve contract with Kleinfelder to accomplish Lower Yuba River South Levee 200-Year Levee Criteria Compliance Determination and authorize the executive director to sign and execute the contract once General Counsel has reviewed and approved.

Discussion:
At the March 15, 2011 TRLIA Board meeting the Board was briefed on the need to perform the 200-Year Urban Levee Compliance Determination. The TRLIA Board authorized the Executive Director to take the necessary steps to accomplish this determination. This task is needed to accomplish the 200-year determination. As construction on the system nears completion it is now time for TRLIA to evaluate the completed project against the newly released State Interim Levee Design Criteria (ILDC) and determine if the levee system complies with the issued criteria for providing 200-year protection. This compliance determination will be made to Yuba County for its use in reviewing future development plans. The 200-year compliance determination will be accomplished by engineering assessments of each reach of the system against criteria contained in the CA Department of Water Resources ILDC for Urban and Urbanizing Areas in the Sacramento-San Joaquin Valley, Version 5, November 15, 2011. Kleinfelder will provide this determination for the Lower Yuba River South Levee from Highway 70 to Simpson Lane. Kleinfelder was the geotechnical design firm for TRLIA levee repairs in this reach. Kleinfelder has unique knowledge of this levee reach and has geotechnical engineer expertise to perform these evaluations. Kleinfelder is the best qualified firm to perform the evaluation for this levee reach. GEI has already been given a contract amendment to perform similar services for the Bear Setback Levee, the Feather River East Levee, and the Yuba South Levee from its confluence with the Feather Levee to Highway 70. HDR is proposed as the contractor to perform this effort for the Upper Bear North levee and the WPIC West Levee. 200-year determination for the Upper Yuba Levee is part of the UYLIP Project.

The attached contract is authorization to accomplish the effort described above. Greater detail on efforts is described in Exhibit A of the attached contract.
**Fiscal Impact:**
The contract amount is $124,400 for services on a time-and-expenses basis, not to exceed the maximum amount of the contract for Design Services without prior authorization by TRLIA. The compliance determination will be paid for by Prior Levee Work Funding.

**ATTACHMENTS**

1. Proposed Contract
2. Exhibit A to Proposed Contract
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the Three Rivers Levee Improvement Authority, a joint exercise powers agency established pursuant to the laws of California ("TRLIA"), and Kleinfelder, Inc., ("Contractor") (each a “party” and collectively “the parties”).

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The Contractor shall provide those services described in Attachment "A", Provision A-1. Contractor shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: March 26, 2012
Termination Date: December 31, 2013

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow TRLIA time in which to complete a novation or renewal contract for Contractor and TRLIA approval.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement.

3. PAYMENT.

TRLIA shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to TRLIA in the manner specified in Attachment "B".
4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

6. DESIGNATED REPRESENTATIVES.

Paul G. Brunner, Executive Director, is the representative of the TRLIA and will administer this Agreement for the TRLIA. Stephen Boll is the authorized representative for Contractor. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - General Provisions
8. **TERMINATION.** TRLIA and Contractor shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

    IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ______________________, 2012.

    ___________________________
    THREE RIVERS LEVEE
    IMPROVEMENT AUTHORITY

    ___________________________
    KLEINFELDER, INC.

    ___________________________
    Paul G. Brunner, P.E.
    Executive Director

    ___________________________
    Stephen Boll
    Principal

    ___________________________
    ATTEST:
    DONNA STOTTLEMEYER,
    SECRETARY

    ___________________________
    APPROVED AS TO FORM:
    SCOTT L. SHAPIRO
    THREE RIVERS LEVEE IMPROVEMENT
    AUTHORITY GENERAL COUNSEL

    ___________________________

Page 3 of 3.
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by Contractor and the scope of Contractor's duties are described in the Scope of Work titled Exhibit A, which is an appendix to this Attachment A.

A.2. TIME SERVICES RENDERED.

See Operative Provision 2.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, Contractor shall be responsible for providing services and fulfilling obligations hereunder in a professional manner: TRLIA shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Contractor shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
ATTACHMENT B

PAYMENT

TRLIA shall pay Contractor as follows:

B.1 BASE CONTRACT FEE. TRLIA shall pay Contractor a contract fee not to exceed $124,400; Contractor shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to Contractor under this Provision B.1 exceed $124,400 without an amendment to this Agreement approved by the TRLIA Board of Directors.

B.2 TRAVEL COSTS. TRLIA shall not pay Contractor for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the TRLIA representative designated by Operative Provision No. 6, and then TRLIA shall pay TRLIA per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by Contractor and not authorized in this Agreement shall not be paid for by TRLIA. Payment for additional services shall be made to Contractor by TRLIA if, and only if, this Agreement is amended by both parties in advance of performing additional services.
ATTACHMENT C

GENERAL PROVISIONS

C.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of Contractor shall be performed as an independent contractor and not as an agent, officer or employee of TRLIA. It is understood by both Contractor and TRLIA that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

C.1.2 Contractor shall have no claim against TRLIA for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C.1.3 Contractor is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers’ Compensation and Medi-Care payments.

C.1.4 As an independent contractor, Contractor is not subject to the direction and control of TRLIA except as to the final result contracted for under this Agreement. TRLIA may not require Contractor to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

C.1.5 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

C.1.6 As an independent contractor, Contractor hereby indemnifies and holds TRLIA harmless from any and all claims that may be made against TRLIA based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

C.2 LICENSES, PERMITS, ETC. Contractor represents and warrants to TRLIA that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally
required for Contractor to practice its profession and that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, such licenses, permits, and approvals at the time the services are performed. Failure of the Contractor to comply with this provision shall authorize the TRLIA to immediately terminate this agreement notwithstanding Operative Provision No. 2.

C.3 TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor’s obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, Contractor or its subcontractors shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to TRLIA, naming the TRLIA and TRLIA’s officials and employees as additional insured (excluding workers’ compensation and professional liability insurance). The limits of insurance herein shall not limit the liability of the Contractor hereunder.

C.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing TRLIA with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, TRLIA may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

C.4.2 MINIMUM SCOPE OF INSURANCE. Contractor shall procure the following insurance forms:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the TRLIA Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 “any auto” and Endorsement CA 0029.

(c) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, a coverage form subject to TRLIA approval.

Attachment C – Page 2 of 11.
C.4.3 OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The TRLIA and its officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the TRLIA and its officials and employees.

(ii) The Contractor’s insurance coverage shall be primary insurance as respects the TRLIA, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the TRLIA and its officials and employees or other insureds shall be in excess of the Contractor’s insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(b) Worker’s Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the TRLIA, its officials, employees and volunteers or other insureds under this Agreement.
(c) **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or below minimum limits required under this Agreement except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TRLIA.

**C.4.4 ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

**C.4.5 MINIMUM LIMITS OF INSURANCE.** Contractor shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500). Coverage may be made on a claims-made basis with a “Retro Date” either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the Agreement effective date, the Contractor must purchase “extended reporting” coverage for a minimum of twelve (12) months after completion of services.

**C.4.6 SUBCONTRACTORS.** In addition to the above policies, if Contractor hires a subcontractor under this Agreement Contractor shall include all
subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If Contractor requires subcontractors to provide insurance coverage, then Contractor shall be named as an additional insured under such policy or policies (excluding workers’ compensation and professional liability insurance).

C.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the TRLIA. At the option of TRLIA, either the insurer shall reduce or eliminate such deductions or self-insured retentions as respects TRLIA, its officials, employees and volunteers; or, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

(a) Contractor shall furnish TRLIA with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the TRLIA or on forms received and approved by the TRLIA before work commences. TRLIA reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) Contractor shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance and endorsement(s) to TRLIA as previously described. If Contractor shall fail to procure and maintain said insurance, TRLIA may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to TRLIA upon demand. The policies of insurance provided herein which are to be provided by Contractor shall be for a period of time sufficient to cover the term of the Agreement, including TRLIA’s acceptance of Contractor’s work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, Contractor will deliver to TRLIA certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

C.5 INDEMNITY. Contractor shall defend, indemnify, and hold harmless TRLIA, its
elected and appointed councils, boards, commissions, officers, agents, and employees from and against any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional misconduct, recklessness, or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement by Contractor, or any of Contractor's officers, agents, employees, contractors, or subcontractors.

C.6 CONTRACTOR NOT AGENT. Except as TRLIA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of TRLIA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind TRLIA to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. Contractor may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

C.8 PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TRLIA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving written notice from TRLIA of its desire for removal of such person or persons.

C.9 STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to TRLIA pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in Contractor’s profession.

C.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by TRLIA with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the TRLIA. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the TRLIA Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

C.11 TAXES. Contractor hereby grants to the TRLIA the authority to deduct from any payments to Contractor any TRLIA imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to Contractor.

C.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein,
Contractor shall immediately cease rendering service upon the termination date and the following shall apply:

C.12.1 Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

C.12.2 TRLIA shall have full ownership and control of all such writings or other communications delivered by Contractor pursuant to this Agreement.

C.12.3 TRLIA shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by TRLIA as work accomplished to date; provided, however, TRLIA shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to TRLIA such financial information as in the judgment of the TRLIA is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of the TRLIA shall be final. The foregoing is cumulative and does not affect any right or remedy which TRLIA may have in law or equity.

Contractor may terminate its services under this Agreement upon thirty (30) days written notice to the TRLIA, without liability for damages, if Contractor is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by TRLIA.

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, Contractor shall not unlawfully discriminate against any employee of the Contractor or of the TRLIA or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. Contractor shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor shall give written notice of its obligations under this clause to any labor agreement. Contractor shall include the

Attachment C – Page 7 of 11.
non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, Contractor agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of TRLIA, and Contractor agrees to deliver reproducible copies of such documents to TRLIA on completion of the services hereunder. The TRLIA agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

C.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context
otherwise requires, the following definitions and rules of construction shall apply herein.

C.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto,

shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.24 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C.28 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

Attachment C – Page 9 of 11.
C.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

C.32 CONFLICT OF INTEREST. Neither a TRLIA employee whose position in TRLIA enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

Contractor may be subject to the disclosure requirements of the TRLIA conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the Contractor’s financial interest. The TRLIA Administrator shall determine in writing if Contractor has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.
C.33 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to TRLIA:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Paul G. Brunner, Executive Director
1114 Yuba Street, Suite 218
Marysville, CA 95901

If to Contractor:

Kleinfelder, Inc.
ATTN: Tony Martin
3077 Fite Circle
Sacramento, CA 95827

C.34 SITE ACCESS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall provide unimpeded and timely access to the jobsite as may be required of CONTRACTOR for the successful and timely performance of the Services. Failure to do so shall excuse timely performance by CONTRACTOR.

C.35 WAIVER OF CONSEQUENTIAL DAMAGES. Except as provided in Section C.5, neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, or consequential damages (including lost profits) incurred by the other party or for which either party may be liable to any third party.

C.36 THIRD PARTY BENEFICIARY. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party, against either CONTRACTOR or THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.37 WARRANTY OF TITLE, WASTE OWNERSHIP. CONTRACTOR will not take title to, will not accept risk with respect to, and will not be responsible for the removal and disposal of any hazardous materials found at the jobsite.
EXHIBIT A

February 13, 2012
File No.: 117691

Mr. Paul Brunner
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, California 95901

Subject: Revised Proposal for Geotechnical Engineering Services
Proposed TRLIA ULDC Compliance Determination
RD 784, Yuba County, California

Dear Mr. Brunner:

Kleinfelder is pleased to present this revised proposal to provide geotechnical engineering services for the TRLIA ULDC compliance determination for portions of levees surrounding Reclamation District 784 (RD 784) in Yuba County, California. More specifically, we understand Kleinfelder will be evaluating the levee on the south bank of the Yuba River from Highway 70 to Simpson Lane. The purpose of our study will be to evaluate levee conditions and provide an opinion about compliance of the existing levee to California Department of Water Resources (DWR) draft Urban Levee Design Criteria, dated November 15, 2011 (ULDC). Included in this proposal are a brief summary of our understanding of the project, the scope of services we can provide, and an estimate of our fees and schedule.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

BACKGROUND INFORMATION

There are four distinct reaches on the south bank levee of the Yuba River between Highway 70 and Simpson lane. The first reach extends from Highway 70 to just west of the Linda Break and includes a hanging cutoff wall and an 80-foot wide seepage berm. This configuration was used because a suitable aquitard for a fully penetrating cutoff
wall is very deep at this location. The second reach is the Linda Break which includes large fill material in the break scour hole and a 300-foot wide seepage and stability berm. The third reach extends east from the Linda Break to the UPRR tracks and includes a 300-foot wide seepage and stability berm. The fourth reach extends east from the UPRR to Simpson lane and includes a fully penetrating cutoff wall.

The levee on the south bank of the Yuba River between Highway 70 and Simpson Lane is FEMA certified at the 100-year water surface elevation (WSE). Previous analysis was also performed at the 200-year WSE but the 200-year WSE may have changed due to construction of the Feather River setback levee and refinements in H&H models since 2005. We understand Three Rivers Levee Improvement Authority (TRLIA) would like to have the levee evaluated in accordance with ULDC Option 1. This standard requires deterministic analysis for the 200-year WSE (current with-project elevations) and the hydraulic top of levee (HTOL). The HTOL is defined as three feet above the 200-year WSE, the actual top of the levee, or the 500-year WSE, whichever is lower.

Current FEMA certification is based on geotechnical analysis performed by Kleinfelder between 2003 and 2006 and levee improvements constructed in 2005 and 2006. Analysis and construction were reviewed and approved by the US Army Corps of Engineers (USACE) and by the Reclamation Board, the precursor to the Central Valley Flood Protection Board (CVFPB). As a result of national changes to the implementation of levee designs mandated by the USACE after flooding of New Orleans, the standards of practice for new mitigation design have significantly changed over the past several years. These changes include both the intensity of geotechnical exploration and details of parameter selection and seepage, stability, and seismic analysis. The standard of practice for ULDC compliance determination is yet to be defined. However, the ULDC does reference the 2008 USACE Sacramento District Standard Operating Procedures (SOP) which establishes a relatively high standard for geotechnical exploration.

When the exploration and analysis of the south bank of the Yuba River between Highway 70 and Simpson Lane was performed, strict conformance with the SOP was not required for the project. Rather, close consultation with USACE personnel was maintained to assure acceptable levels of information and analysis was performed to obtain USACE acceptance of the project. Because of close consultation between Kleinfelder engineers and USACE personnel, USACE recommended the project for FEMA certification.

As required by DWR, the project needs to meet ULDC criteria by 2025. The ULDC guideline not only introduces new requirements into the levee analysis, it also means that analyses performed between 2003 and 2005 must now meet the expectations of the TRLIA Board of Senior Consultants (BOSC) and potential reviewers including DWR and USACE. The following scope outlines the initial steps necessary to update our existing work and additional steps that may be needed depending on findings from initial work and comments from reviewing parties.
INITIAL SCOPE OF SERVICE

Task K1 – Evaluate Landslide Toe, Yuba South Levee, UPRR to Simpson Lane

In addition to analysis of existing conditions described in Task 3, Kleinfelder will perform stability analysis under steady-state seepage conditions of the theoretical levee prism in this reach, as requested by TRILIA. Analysis will be performed on two theoretical cross sections with two water surface elevations (WSE). Sudden drawdown and seismic evaluation of theoretical cross sections is beyond the currently proposed scope of work and is not included in this proposal. However, the existing cross section in this reach will be evaluated under Task K3. Kleinfelder will coordinate with HDR who is evaluating the O&M corridor in this reach.

Task K2 – Coordinate Analysis at Linda Break with DWR

Kleinfelder will meet with DWR and their urban levee evaluation (ULE) consultant to agree on the status of analysis at the Linda Break and agree on analysis needed to resolve uncertainties related to conditions at the break site. Basic analysis at the Linda Break is included in Task K3. Additional tasks may be required and could include sensitivity analysis to evaluate the influence of a range of assumptions on results at the Linda Break or additional exploration to evaluate subsurface conditions at the break site.

Because URS had high grout takes in an exploration drilled through the backfilled scour hole at the Linda Break site an option for two seismic borings is included in the optional scope. We have also included an option amount of $10,000 for sensitivity analysis. The cost for sensitivity analysis could be less if DWR’s consultant performs the analysis or could be greater depending upon analysis suggested by DWR. Kleinfelder will only perform analyses pre-approved by TRILIA after consultation with DWR.

Task K3 – Provide Engineers’ Opinion on Levee System Meeting ULDC (200-year and HTOL) Criteria

Kleinfelder will provide two-dimensional seepage, steady-state stability, and sudden drawdown analysis at the following sections on the Yuba River south levee. Analysis will be performed at the 200-year and HTOL WSE provided by MBK.

- Minimum seepage berm and cutoff wall combination east of Highway 70
- Seepage and stability berm 300 feet wide, west of the UPRR tracks
- The Linda Break
- Two cross sections between UPRR and Simpson Lane

Kleinfelder previously performed three-dimensional analysis at transition zones between the four reaches covered by this proposal that showed the transition zones meet 100-year and 200-year criteria. Depending upon results of two-dimensional seepage
analysis at the HTOL WSE it may be necessary to update the three-dimensional analyses. Because these analyses may not be needed they have been included in the optional scope.

Seismic evaluation will be performed to support a conclusion regarding levee deformation relative to the 10-year WSE. Initial seismic analysis places levee reaches in one of three categories; limited deformation, moderate deformation, and flow deformation and includes:

- Use of existing site-specific ground motions for the 200-year event prepared for the west end of the Upper Yuba project.
- Liquefaction triggering analysis using data from CPT soundings and SPT borings.
- Post seismic static slope stability analysis at three cross sections

Finite element analysis to quantify seismically induced deformation is not included in initial seismic analysis because the initial analysis may be sufficient to draw a conclusion regarding the ability of the deformed levee to pass a 10-year event. Finite element deformation analysis is included in the optional scope of work.

The typical WSE to be used for seismic analysis will be provided by others. We assumed only one WSE will be used. Analysis will be performed at three cross sections:

- The 80-foot seepage berm and cutoff wall
- The 300-foot seepage and stability berm, and
- The levee and railroad spur berm east of the UPRR tracks

Report Preparation

Kleinfelder will prepare a report based on the evaluation of readily available existing information and engineering analysis. The report will include a summary of the seepage and stability analyses and other information used in the analysis. The report will contain an opinion as to whether the results of the analysis meet ULDC criteria.

Kleinfelder will not include the following items in our report which we understand are being performed by MBK: hydrology and hydraulics, erosion including wind and wave, sea level rise, operation and maintenance, and vegetation.

It is our understanding one (1) draft report will be prepared, one (1) iteration of review comments will be provided, and then one (1) final report will be issued. Up to ten (10) copies of the draft and final reports will be issued as well as an electronic copy of the draft and final report.
MEETINGS

We anticipate attending three meetings with MBK and/or TRLIA in Sacramento or Marysville during the course of this project. The purpose of these meetings will be to discuss the results of initial tasks and the need for additional tasks, if any. We anticipate attending one one-day meeting with the TRLIA senior review board in Marysville during the course of this project. Meetings beyond that anticipated above will be considered beyond the scope of services outlined herein and will be billed on a time-and-materials basis.

ESTIMATED FEES

A breakdown of our estimated fees is provided in the table below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task K1</td>
<td>Seepage and Stability analysis for theoretical levee prism between UPRR and Simpson Lane</td>
<td>2 cross sections</td>
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<td>Task K2</td>
<td>Coordinate analysis at Linda Break with DWR</td>
<td>2 meetings</td>
<td>$2,500</td>
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<tr>
<td>Task K3</td>
<td>Two dimensional seepage, steady state stability, and sudden drawdown analysis at 200-year WSE and HTOL</td>
<td>5 cross sections</td>
<td>$58,500</td>
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<td></td>
<td>Liquefaction triggering calculations</td>
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<td></td>
<td>Post seismic slope stability analysis</td>
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<td></td>
<td>Project Management and meetings</td>
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<tr>
<td>Initial Scope TOTAL</td>
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<td>$124,400</td>
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</table>

Actual charges will be billed on a time-and-expense basis, based on our current rates. Charges in addition to the scope of work described above will be billed on a time-and-expense basis, based on our current rates. We will notify you of events or conditions that arise that may affect the project schedule or budget during the course of the project.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not received in accordance with terms contained in the attached standard form of agreement.
SCHEDULE

Our final schedule will be determined based on final scope. On a preliminary basis, we could begin work on the project immediately following your authorization to proceed and contract signature. Our engineering analysis is estimated to take approximately four to six weeks. Our draft report should be completed within approximately four to six weeks following completion of our engineering analysis. We will provide results of our findings and analysis upon request and as soon as they become available.

AUTHORIZATION

An addendum to our existing contract with TRLIA may serve as our formal authorization to proceed.

ADDITIONAL SCOPE OF SERVICE

Some additional tasks may be necessary depending upon results of initial tasks and review comments. Kleinfelder will only perform additional tasks after discussing options with TRLIA, providing scope and budgets for additional tasks, and receiving approval to proceed from TRLIA.

Task K10 – Optional Three-Dimensional Seepage Analysis

Depending upon the results of the two dimensional analysis Kleinfelder will perform three dimensional seepage analyses at the following transition zones:

- The short berm to long berm transition East of Highway 70
- The berm to wall transition at the UPRR

Task K11 – Optional Time Histories and Deformation Analysis using Quake/W

Option seismic evaluation to quantify levee deformation using finite element analysis includes:

- Developing three spectrally matched time histories for Quake/W analysis
- Deformation analysis at three cross sections using three time histories at each cross section and using Quake/W
Task K12 – Optional Field Exploration at Linda Break

Based on discussions with DWR and their ULE consultant team (see Task K2) additional exploration at the Linda Break may be warranted. This optional task includes two roto-sonic borings at the break site. Sonic drilling is proposed in the Linda break area since this method will advance through the boulder fill placed to close the break. If this option is requested, Kleinfelder will provide a more detailed proposal covering field, laboratory, and reporting activities.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder’s profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder’s express permission.

Acceptance of this proposal will indicate that TRLIA, Inc. has reviewed the scope of services presented herein and have determined that they do not need or want more services than are being proposed at this time. Any exceptions should be noted but may result in a change in the estimated fee presented herein.

This proposal does not include an assessment of environmental characteristics involving hazardous or toxic substances. In the event potentially hazardous materials are identified visually or by odor within our exploratory borings, such borings will be immediately terminated and arrangements will be made to backfill with cement grout. We will notify you as soon as possible of such an occurrence in order to mutually decide whether to continue, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis over and above the estimated fee for the geotechnical site investigation.
We appreciate the opportunity of presenting this proposal for your consideration. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

KLEINFELDER WEST, INC.

Richard M. Stauber, PE
Principal Engineer

Stephen S. Boll, PE
Project Manager

RMS:SSB:aak