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 Atwal, Brown, Crippen, Griego, Nicoletti

II PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern within the jurisdiction of TRLIA which is not on today’s agenda. The total amount of time allotted 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 secretary.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

A. Approve minutes of the meeting of October 21, 2014.

IV ACTION ITEMS

A. Approve Amendment No. 3 to the agreement with Kleinfelder West, Inc. in the amount of $9,800 for geotechnical evaluation of swimming pools on the Yuba River south levee and authorize Executive Director to execute upon review and approval of Counsel.

B. Approve agreement with Harold W. Bertholf, Inc. in an amount not to exceed $103,000 for mineral appraisal services in Yuba Goldfields and authorize Executive Director to execute upon review and approval of Counsel.

V BOARD AND STAFF MEMBER REPORTS

VI CLOSED SESSION

Conference with Real Property Negotiator pursuant to Government Code §54956.8 – Property: APN 020-080-009 Negotiating Parties: Western Aggregates/TRLIA/Kelly Pope Negotiations: Price and Terms of Payment

VII ADJOURN

The complete agenda is available at the Yuba County Government Center, 915 8th Street, Suite 109A 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

OCTOBER 21, 2014

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 2:04 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Mary Jane Griego, and John Nicoletti. Director Jerry Crippen was absent. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Secretary/Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

I ROLL CALL — Directors Atwal, Brown, Crippen, Griego, Nicoletti – Director Crippen absent.

II PUBLIC COMMUNICATIONS: None.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

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

A. Approve minutes of the meeting of September 16, 2014. Approved.

IV ACTION ITEMS

A. Approve Amendment No. 17 in the total amount of $726,777 to the agreement with HDR Engineering, Inc. for services related to the Western Pacific Interceptor Canal 200 Year Urban Levee Design Criteria and authorize Executive Director to execute. Design Manager Larry Dacas recapped services required and responded to Board inquiries.

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

V BOARD AND STAFF MEMBER REPORTS

Executive Director Paul Brunner:
• Natural Defenses from Hurricanes and Flood case study publication which included Feather and Bear setback areas
• Progress on movement of Broadway Access to Star Bend
• Corps of Engineers property within Yuba Goldfields relative to 200 year certification requirements

VI CLOSED SESSION: The Board retired into closed session at 2:54 p.m. and returned at 3:15 p.m. with all present as indicated above. There was no report


VII ADJOURN: 3:15 p.m.

__________________________
Chair

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

__________________________
Approved:
November 18, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Approve Amendment 3 to Contract with Kleinfelder West, Inc. to Perform Evaluation of Existing Swimming Pools at the Landside of the Yuba South Levee

**Recommended Action:**
Approve Amendment 3 to the contract with Kleinfelder West, Inc. to perform a geotechnical evaluation along the Yuba River south levee to determine the geotechnical stability impacts of existing swimming pools and to authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

**Discussion:**
In March of 2012 TRLIA entered into a contract with Kleinfelder West, Inc. to evaluate the Yuba South Levee to determine if it complied with the recently adopted DWR Urban Levee Design Criteria (ULDC). Kleinfelder has almost completed this evaluation. Recently it was determined that several swimming pools exist at the landside toe of the levee. These pools represent a unique potential threat to levee stability and additional analysis is required to prove that the levee is stable at the locations of the pools.

This amendment is for Kleinfelder to:
- Prepare an analytical geotechnical model of subsurface conditions that includes a typical swimming pool at the toe of the levee for seepage and stability modeling.
- Conduct an analysis using the model for steady-state seepage and steady state stability at both the 200-year and HTOL water surface elevations and with the pool full of water and empty.
- Present all information in a report.

This information will allow TRLIA to determine if the existing pools jeopardize the levee stability and if removal or special conditions are considered necessary for the pools to remain.

**Fiscal Impact:**
The amendment amount is $9,800 for services on a time-and-expenses basis, not to exceed the maximum amount ($288,500) of the contract for Professional Services without prior authorization by TRLIA. This effort is part of the ULDC compliance determination and will be paid for by Prior Levee Work Funding.

**ATTACHMENTS**
1. Amendment 3
2. Exhibit 1 to Amendment 3
AMENDMENT NO. 3

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
KLEINFELDER WEST, INC.

THIS THIRD AMENDATORY AGREEMENT is made effective ____________, 2014, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Kleinfelder West, Inc. ("Consultant"), who agree as follows:

1. Recitals. This Amendment is made with reference to the following background recitals:

1.1. Effective March 20, 2012 the parties entered into an Agreement for Professional Services relating to Engineering Services for TRLIA’s Construction Program.

1.2. Effective October 30, 2012, the parties entered into Amendment No. 1 to the Agreement for Professional Services in the amount of $63,800 for a total contract value of $188,200.

1.3. Effective January 21, 2014, the parties entered into Amendment No. 2 to the Agreement for Professional Services in the amount of $90,500 for a total contract value of $278,700 and to extend the termination date of the contract to December 31, 2015.

1.4. Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

1.5. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

2. Third Amendment to Agreement. The Professional Services Agreement is hereby amended as follows:

2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and the Consultant) is amended by additional effort to the effort in the original contract and that effort added by Amendment 1 and Amendment 2. The Amendment 3 additional effort is described in Exhibit 1 attached to this third amendment agreement.
2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and the Consultant are amended to include the additional amount of $9,800 for a total contract amount of $288,500.

3. No Effect on Other Provisions. Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 
________________________, 2014.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

KLEINFELDER WEST, INC.

Paul G. Brunner
Executive Director

Stephen Boll
Principal

ATTEST:
DONNA STOTTERMeyer
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
ANDREA P CLark
GENERAL COUNSEL

[Signature]

[Signature]
October 17, 2014
File No.: 00126494.000A

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

Subject: Addendum No. 3
Evaluation of Pools at Landside of Yuba South Levee
Comment Response for Linda Break Stability Berm Encroachment Permit
Proposed TRLIA ULDC Compliance Determination
RD 784
Yuba County, California

Dear Mr. Brunner:

Kleinfelder is pleased to present this proposal for investigation of the potential impacts to the Yuba River south levee within Reclamation District 784 (RD 784) from pools constructed along the landside of the levee along Lisa Way. This proposal is to perform document review and engineering analysis at the location of a typical pool located close to the Yuba River south levee landside toe. Kleinfelder is currently evaluating this levee as part of a study to provide an opinion regarding whether the existing levee meets the California Department of Water Resources (DWR) Urban Levee Design Criteria (ULDC), from a geotechnical standpoint. This proposal also includes time for responding to comments from DWR for the Linda Break Stability Berm Encroachment Permit. This proposal contains a summary of the work to be performed and an estimated fee to complete the work.

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

Kleinfelder is currently evaluating the Yuba River south levee from Highway 70 to Simpson Lane. This evaluation includes review of historical documents, additional explorations in the vicinity of the 1966 Linda Levee Break, engineering analysis, and preparation of a report. The pools located along Lisa Way are within the study area; therefore, historical information and subsurface data are readily available to Kleinfelder. Therefore, additional subsurface exploration is not considered necessary for this evaluation.

SCOPE OF SERVICES

Field Exploration

After a review of existing subsurface information, it was determined no further subsurface exploration or laboratory testing would be needed for this evaluation.
Engineering Analysis

We will perform an engineering analysis of a typical pool site. This will include preparing an analytical model of the subsurface conditions that includes the pool for seepage and stability modeling. Analyses will be performed for steady-state seepage and steady state stability. The model will be run at the 200-year and HTOL water surface elevations that will be obtained from the ULE Geotechnical Evaluation Report, Volume 1. The pool will be modeled full of water and empty.

Technical Memorandum Preparation

Results of Kleinfelder’s evaluation will be summarized in a technical memorandum containing the following:

- A description of the proposed project;
- A description of the surface and subsurface site conditions at the location of the pool;
- A plan or map showing the approximate boring locations and relationship of the site to existing streets;
- Seepage and stability analysis performed on a cross section at the location of the pool; and
- An appendix that will include a summary of the existing subsurface explorations used to develop the cross section.

Comment Response Linda Break Stability Berm Encroachment Permit

Kleinfelder will prepare responses to comments prepared by DWR (dated September 30, 2014) for the Linda Break Stability Berm Encroachment Permit.

ESTIMATED FEES

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

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task K-3</td>
<td>Comment Response for Linda Break Stability Berm Encroachment Permit</td>
<td>$850</td>
</tr>
<tr>
<td>Task K6 - Pool Evaluation</td>
<td>Research, cross section development, model preparation, and seepage and stability analysis</td>
<td>$6,300</td>
</tr>
<tr>
<td></td>
<td>Reporting (1 draft, 1 final)</td>
<td>$2,650</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$9,800</strong></td>
</tr>
</tbody>
</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**

Kleinfelder can complete the presented scope of work approximately two weeks after given Notice to Proceed. We will notify you of events or conditions that arise that may affect the project schedule or budget during the course of the levee assessment.

**AUTHORIZATION**

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

**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 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 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.

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, INC.**

[Signature]

Timothy A. Williams, PE, GE  
Principal Engineer

[Signature]

Stephen S. Boll, PE  
Project Manager

cc: Mr. Larry Dacus, MBK Engineering
November 18, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Larry Dacus, Design Manager
SUBJECT: Approve Contract with Harold W. Bertholf, Inc. for Mineral Appraisal Services

Recommended Action
Approve a $103,000 contract with Harold W. Bertholf, Inc. (Bertholf) for mineral appraisal services to help evaluate project alternatives in the Yuba Goldfields (Goldfields) to provide flood protection.

Background
TRLIA has been evaluating the flood risk from the Goldfields to southwest Yuba County. A risk of flooding was identified and projects to lower this risk have been identified and are under evaluation. The Evaluation Team is currently evaluating four alternatives for providing 200-year flood protection in the Goldfields. All of these alternatives involved placing embankments over lands that are planned for aggregate and mineral extraction in the future.

Discussion
Preliminary cost estimates have been developed for these four alternatives. However the value of real estate under the footprint of the embankments has been called into question due to the loss of aggregate and minerals (e.g. gold) extraction opportunities. This creates a need for more accurate real estate values for acquisition of the lands under the alternative footprints. Mineral appraisals are a special and different effort from normal real estate appraisals. TRLIA staff has interviewed several different firms that perform mineral appraisals and selected Bertholf due to its experience and expertise in performing these types of appraisal in California. A more precise and realistic value for the real estate rights under the alternative footprints will allow a better evaluation of the alternatives against each other and lead to a better supported selection of a future Goldfields Project.

Fiscal Impact
This initial contract is for an amount not to exceed $103,000 for services on a time and expenses basis. DWR has approved a grant for $2,000,000 for the Goldfields Feasibility Report. These Grant funds will be used to pay for this effort.

Attachments:
1. Harold W. Bertholf, Inc. Initial 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 Harold W. Bertholf, 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: November 1, 2014
Termination Date: November 1, 2015

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".

Page 1 of 3.
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. Randolph B. Bertholf 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 __, 2014.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

HAROLD W. BERTHOLF, INC.

______________________________
Randolph B. Bertholf
Corp. Secretary/Treasurer

ATTEST:
DONNA STOTTERMeyer, 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 Goldfields Mineral Appraisal Scope of Work October 2, 2014, which is an appendix to this Attachment A.

A.2. TIME SERVICES RENDERED.

See Appendix.

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 $103,000.00; Contractor shall submit monthly requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Payment shall be based upon the hourly fee schedule in B.4 below. In no event shall total compensation paid to Contractor under this Provision B.1 exceed $103,000.00 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.

B.4 FEE SCHEDULE*

<table>
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<tr>
<th>WORK PERFORMED</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Secretarial (Office Support)</td>
<td>$ 76.00</td>
<td>$ 78.00</td>
<td>$ 81.00</td>
</tr>
<tr>
<td>B. Engineering or Geological Technician</td>
<td>$ 165.00</td>
<td>$ 170.00</td>
<td>$ 175.00</td>
</tr>
<tr>
<td>C. Appraisal, Audit, Engineering or Geological</td>
<td>$ 240.00</td>
<td>$ 245.00</td>
<td>$ 255.00</td>
</tr>
<tr>
<td>D. Expert Witness (Preparation and Testimony)</td>
<td>$ 325.00</td>
<td>$ 335.00</td>
<td>$ 345.00</td>
</tr>
</tbody>
</table>

(Plus out-of-pocket costs, travel, materials, supplies, and other project related expenses)

*California Locations

Effective January 1, 2014

Attachment B – Page 1 of 1.
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.

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 days.

Attachment C – Page 3 of 11.
(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 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 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 purport 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.

Attachment C – Page 9 of 11.
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:

HAROLD W. BERTHOLF, INC.  
Randolph B. Bertholf, Corp. Secretary/Treasurer  
1601 Executive Ct., Suite 1  
Sacramento, CA 95864
Goldfields Mineral Appraisal
Scope of Work
October 2, 2014

The Three Rivers Levee Improvement Authority (TRLIA) has been implementing levee improvements for the Reclamation District (RD) 784 Urban Area south of Marysville, CA since 2004. TRLIA is now contemplating embankment or levee construction over land parcels that are planned for future sand, gravel, and mineral extraction. These lands are located in and near an area known as the Yuba Goldfields which are located approximately 10 miles east of Marysville, CA, see Figure 1. TRLIA is evaluating four alternatives for providing 200-year flood protection in the Goldfields. The four 200-year alternatives under evaluation are:

1. Selected 100-Year Project Enlarged to 200-Year Geometry and Profile
2. Embankment on West side of Goldfields which then connects to Alternative 1 Alignment
3. Enlarge Tailings Mounds along the South Bank of the Yuba River
4. Levee with 300-Foot Seepage Berm on the South Side of the Goldfields

The alignments for these alternatives are shown on the attached Figure 2. The three alternatives in the Goldfields (Alternatives 1-3) will be constructed by enlarging existing dredge tailings mounds into a minimum geometry as shown in Figure 3. Alternative 4 will be constructed using the standard levee geometry of 20 foot top width with 3 horizontal to 1 vertical side slopes and standard clay material. Preliminary cost estimates have been developed for these alternatives. However the value of real estate under the footprint of the embankments has been called into question due to the removal of aggregate and minerals (e.g. gold) extraction opportunities.

This creates a need for more accurate real estate values for acquisition of the lands under the embankment footprint of Alternatives 1, 2, and 4 (3 Appraisals). Alternative 3 is not slated for aggregate or mineral extraction in the near future (within 50 years) and the United States Army Corps of Engineers (USACE) will not allow extraction of the dredged materials this close to the south bank of the Yuba River.

**Alternative 1 - 100-Year Project Enlarged to 200-Year Geometry**

Alternative 1 is an enlarged embankment constructed with dredge tailings located in the Goldfields and divided into three distinct segments (see Figure 2).

The first segment is unique to Alternative 1 and has an alignment along the south edge of the Goldfields which then turns to the north and proceeds in a northerly direction until it turns to the east to begin the second segment which is also common to Alternative 2. This first segment of the alignment is on lands owned by Western Aggregates and is permitted for aggregate extraction. Western Aggregates currently plans to begin extraction of the aggregate in this area.
in approximately 30 years. The east-west portion of this alignment segment extends along the southern edge of a future excavated pool and is the southern edge of Western Aggregates property. The south-north portion of the alignment segment extends along a berm between two future excavated pools which is located under and along the alignment of a high voltage power line which crosses the Goldfields. This first segment would be approximately 2.8 miles long and encompass approximately 109 acres.

The second segment of Alternative 1 which is common to Alternative 2 connects directly to the eastern end of the first segment of Alternative 1. It would continue generally eastward from there and terminate just west of the Yuba County Water Agency’s (YCWA’s) Yuba-Brophy Canal. This segment of the alignment is on land owned by USACE (See Figure 4) and is not currently planned for aggregate extraction. This Central Common Segment would be approximately 2.5 miles long and encompass approximately 89 acres.

The appraiser will prepare a real estate acquisition cost estimate for both segments of Alternative 1.

Alternative 2 – West side of Goldfields which then connects to Alternative 1 Alignment

Alternative 2, Western Goldfields Boundary Alignment, also would be located in the Goldfields and would be constructed with the same materials and geometry as described for Alternative 1 (see Figure 2). The westernmost segment of Alternative 2 would occupy approximately 95 acres and would begin at approximately the same location as Alternative 1 but would extend north along the western boundary of the Goldfields and then northeastward for a total of approximately 2.6 miles before connecting with the western terminus of the Central Common Segment. The first 3,600 feet of this segment would extend along the western edge of a future excavated pool at the western edge of Western Aggregates property. This reach is permitted and planned for aggregate extraction approximately 30 years into the future. The rest of the segment is on private Goldfields land not currently planned for extraction in the near future (50-years).

The second segment of Alternative 2 is the common segment with Alternative 1 and is as described above.

The appraiser will prepare a real estate acquisition cost estimate for both segments of Alternative 2.

The Goldfields in this area has been extensively explored by the mining companies who have shared this information with TRLIA. TRLIA’s consultant ENGEIO prepared a geotechnical report for the Goldfields in 2013 which will be shared with the appraiser.

Alternative 4 – Levee with 300-Foot Seepage Berm on the South Side of the Goldfields

Alternative 4 involves constructing a levee using standard levee material south of the Goldfields that would intercept flood flows from the Goldfields. The Alternative 4 footprint would be
approximately 3.5 miles long and encompass approximately 255 acres. It would begin at the point where Alternatives 1 and 2 would begin, and extend directly east along the southern border of the Goldfields on property owned by Teichert Construction, then northeast along the north side of Hammonton-Smartville Road before terminating east of Doolittle Drive. The eastern end of the alignment would be on private property and would require the relocation of a warehouse and a concrete batch facility.

Teichert has an operating aggregate facility (Marysville Plant) just north of the Alternative 4 alignment. Access to this plant would be over the new levee if it were constructed. Teichert owns the land under the western 2.4 miles. There are aggregate deposits under this land but Teichert has not applied for a use permit at this time. The land is currently used for agriculture. TRLIA will request any geotechnical explorations that Teichert has in this reach. The Alternative 4 alignment would extend between lands that Western Aggregates plans to mine for aggregate in about 30 years and lands that Teichert may mine for aggregates but currently has no planned time for extraction.

The appraiser will prepare a real estate acquisition cost estimate for the entire alignment of Alternative 4.

The consultant appraiser will need to perform the following tasks:

1. Become familiar with the Goldfields Area.
2. Using existing information, become familiar with the aggregate and mineral resources planned for extraction under the footprints of Alternatives 1, 2, and 4.
3. Using embankment footprint locations and areas supplied by TRLIA provide a cost estimate for the acquisition of the land under the embankment footprint of:
   a. Alternative 1, Segments 1 and 2.
   b. Alternative 2, Segments 1 and 2.
   c. Alternative 4, entire alignment.
4. Advise TRLIA as to the uncertainty in the appraised value due to any limits in information.
5. Provide actions which could be taken to decrease this uncertainty.

The consultant appraiser will provide preliminary appraisal values by February 1, 2015. A final formal report with all results and supporting information will be provided by April 1, 2015.