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 March 3, 2015.

IV  ACTION ITEMS

A. Approve Amendment No. 9, in the amount of $211,947, to the agreement with Handen Inc. for construction management and consulting services and authorize Executive Director to execute agreement upon review of Counsel.

B. Approve agreement with Sage Engineers Inc., in an amount not to exceed $50,000 for Dr. Faiz Makdisi to serve on the independent expert panel for WPIC 200-year standard project and ULDC evaluation and authorize Executive Director to execute agreement upon review of Counsel.

V  CLOSED SESSION

Conference with legal counsel regarding anticipated litigation: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (d)(2)

VI  BOARD AND STAFF MEMBER REPORTS

VII  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

MARCH 3, 2015

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:00 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 were absent. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.


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: Rick Brown
SECOND: John Nicoletti
AYES: Rick Brown, Mary Jane Griego, John Nicoletti
NOES: None
ABSTAIN: None
ABSENT: Sarbdeep Atwal, Jerry Crippen

A. Approve minutes of the meeting of February 17, 2015. Approved

IV ACTION ITEMS

A. Adopt resolution approving Preliminary Basin Plan and authorizing Executive Director to modify Plan as appropriate and finalize. Executive Director Paul Brunner and Construction Manager Larry Dacas provided a Power Point presentation recapping the basin plan and benefit area, projected timelines, and responded to inquiries.

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

Adopted Resolution No. 2015-2, on file in the Yuba County Clerk of the Board of Supervisors office.

B. Approve Amendment No. 8, in an amount not to exceed $382,386, to agreement with AECOM Technical Services, Inc. for environmental services and authorize Executive Director to negotiate and execute final amendment upon review of Counsel. Executive Director Paul Brunner recapped the amendment for two projects, amendment, and responded to inquiries.

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

Director Atwal joined the meeting at 3:31 p.m.
V  BOARD AND STAFF MEMBER REPORTS

Bond Counsel Seth Wurzel: Power Point Presentation on CFD 2006-1 Zones 3, 4, and 5

Executive Director Paul Brunner:
  • Broadway Access closure March 15, 2015

VI  ADJOURN: 3:55 p.m.

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

__________________________________________  Chair

__________________________________________  Approved:
April 7, 2015

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director  

Recommended Actions:  
Approve a $211,947 6th contract amendment to the contract with The Handen Company, Inc for construction management consulting services for ongoing and pending TRLIA projects through December 2016 and delegate authority to Executive Director to sign and execute contract upon review by General Counsel.

Discussion:  
Construction Management and Consulting services are needed by TRLIA for the following projects:

- Upper Yuba River levee-1986 break remediation – Construction Management
- Feather River Segment 1 Seepage Berm – Construction Management (MHM Engineering shall be providing construction surveying and geotechnical testing quality assurance under a contract with the General Contractor, Sierra National).
- Land Management activities for the Bear and Feather River Setback area (security cameras, signage, maintenance, road maintenance, FRET, RP plantings, DFW coordination, DFG coordination)
- Goldfields- Field Coordination/CM
- 200 year certification requirements/CM
- Improvements to the WPIC levee/CM

The Construction Management amendment scope of services includes costs associated with contract administration, progress reporting, coordination with Corps Staff, Contractor Submittals, Agency Coordination, Requests for Information (RFI’s), Inspection Coordination, NPDES Compliance, Change Order Administration, Conflict Resolution, Community Interaction, and various other functions as outlined in the attached proposal. The amendment also extends the end date of The Handen Company, Inc. contract to December 31, 2016.
The Handen Company, Inc. has maintained its 2009 rate structure for 2015 through 2016 as requested by Executive Director Policy Memorandum dated July 23, 2009. All other terms and conditions contained in the Agreement shall remain in full force and effect.

The Handen Company has previously successfully provided Construction Management and other Consulting Services to TRLIA. The scope of work for this effort is appropriate and commensurate with the proposed fees.

**Fiscal Impact:**
The contract amendment would increase the existing contract by $211,947 for services on a time-and-expenses basis, to a maximum amount not exceeding $1,730,657 (Current maximum amount $1,518,710) without prior authorization by TRLIA. This amendment is a time and material contract, which could be terminated at anytime. These projected expenses are included in the current TRLIA cash flow for project completion.

**Attachment:**
Amendment No. 9
AMENDMENT NO. 9

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
CONSTRUCTION MANAGEMENT
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
THE HANDEN COMPANY, INC.

THIS NINTH AMENDATORY AGREEMENT is made effective April ___, 2015, by and between Three Rivers Levee Improvement Authority ("TRLIA") and the Handen Company, Inc. ("Consultant"), who agree as follows:

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

1.1. Effective March 15, 2006, the parties entered into an Agreement for Professional Services relating to Construction Management for TRLIA’s Construction Program.

1.2. Effective December 12, 2006, the parties entered into Amendment 1 to the AGREEMENT in the amount of $144,000 for a total contract value of $311,200 and to extend the contract end date to December 31, 2007.

1.3. Effective January 29, 2008, the parties entered into Amendment 2 to the AGREEMENT in the amount of $143,800 for a total contract value of $455,000 and to extend the contract end date to December 31, 2008.

1.4. Effective January 27, 2009, the parties entered into Amendment 3 to the AGREEMENT in the amount of $197,640 for a total contract value of $652,640 and to extend the contract end date to December 31, 2009.

1.5. Effective December 15, 2009, the parties entered into Amendment 4 to the AGREEMENT in the amount of $254,730 for a total contract value of $907,370 and to extend the contract end date to December 31, 2010.

1.6. Effective November 16, 2010 the parties entered into Amendment 5 to the AGREEMENT in the amount of $181,700 for a total contract value of $1,089,070 and to extend the contract end date to December 31, 2011.

1.7. Effective December 6, 2011, the parties entered into Amendment 6 to the AGREEMENT in the amount of $123,060 for a total contract value of $1,212,130 and to extend the contract end date to December 31, 2012.

1.8. Effective December 18, 2012, the parties entered into Amendment 7 to the AGREEMENT in the amount of $127,020 for a total contract value of $1,339,150 and to extend the contract end date to December 31, 2013.

1.9. Effective September 17, 2013 the parties entered into Amendment 8 to the AGREEMENT in the amount of $179,560 for a total contract value of $1,518,710 and to extend the contract end date to December 31, 2014.

1.10. The parties now desire to amend the Professional Services Agreement to extend the term of services and amend the scope of services.
2. **Ninth Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:

2.1. The Termination Date in Clause 2 and A.2 is amended to extend to December 31, 2016.

2.2. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and The Handen Company, Inc.) is replaced by the scope of services attached to this amendment agreement.

2.3. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment A) are amended to include the additional amount of $211,947 for a total contract amount of $1,730,657.

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 ________________, 2015.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY OF YUBA COUNTY

THE HANDEL COMPANY, INC.

Paul G. Brunner
Executive Director

Douglas J. Handen
President

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
ANDREA P. CLARK
GENERAL COUNSEL

Andrea P. Clark.
## The Handen Company, Inc. Estimate of TRUJA Consulting Services

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|                                |            |            | total estimate |            | 292,950 |
|                                |            |            | remaining contract balance 1/1/2015 |            | (81,003) |
| additional contract amount     |            |            | additional contract amount |            | $211,947 |
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

April 7, 2015

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager

SUBJECT: Consider Approval of Contract with SAGE Engineers Inc. to obtain the Services of Dr. Faiz Makdisi to serve on the Independent Expert Panels for the WPIC 200-year Standard Project and the ULDC Evaluation of the RD 784 Levee System

Recommended Action

Approve a contract (Draft Attached) with SAGE Engineers Inc. for engineering services and authorize the TRLIA Executive Director to sign and execute this contract once negotiations are complete with SAGE Engineers Inc. and General Counsel has reviewed and approved the contract. The total contracted amount is for services on a time-and-expenses basis, to a maximum amount not to exceed $50,000 without prior approval of TRLIA.

Background

Dr. Faiz Makdisi has been providing his expertise and experience on several TRLIA Senior Consultant Boards throughout the TRLIA Program. Dr. Makdisi is currently serving on the Independent Expert Panels for the WPIC 200-Year Standard Project and for the TRLIA ULDC Evaluation of the RD 784 Levee System. TRLIA was accessing Dr. Makdisi’s services through AMEC Engineers. Dr. Makdisi recently left AMEC and currently is associated with SAGE Engineers Inc.

Discussion

TRLIA wishes to continue to utilize the experience and expertise of Dr. Makdisi to provide geotechnical review and guidance on the geotechnical evaluation and studies that will be done during the final design and construction of the WPIC 200-Year Standard Project and the TRLIA ULDC Evaluation of the RD 784 Levee System. Dr. Makdisi will also review and comment on the draft and final reports of these evaluations and designs.

Dr. Makdisi is an experienced and knowledgeable geotechnical engineer. He has served on other TRLIA Senior Consultant Boards for design of levee repairs for other reaches of the RD 784 levee system. Dr. Makdisi is more than capable of providing the geotechnical review and guidance that TRLIA requires from these Independent Expert Panels.
Fiscal Impact

This contract would be for services on a time-and-expenses basis, to a maximum amount not to exceed $50,000 without prior approval. The WPIC Project is an EIP project and the consultant services for the WPIC will be cost shared with the STATE. There are local prior year funds within the TRLIA program and EIP funds to cover the expenses for the ULDC Evaluation.

Attachments:
1. Draft SAGE Engineers Inc. Professional Services Contract with Appendix to Exhibit A (Scope of Work)
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 of Yuba County, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY "), and SAGE ENGINEERS INC., "CONTRACTOR".

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: April 1, 2015

Termination Date: December 31, 2016

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY time in which to complete a novation or renewal contract for CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.
3. PAYMENT.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in the manner specified in Attachment "B". Terms of payment are net thirty (30) days from date of invoice.

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Faiz Makdisi, Principal, 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.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 ______________________, 2015.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

________________________
Paul G. Brunner, Executive Director

SAGE ENGINEERS INC.

________________________
Gail Sanders, Vice President

ATTEST:
DONNA STOTTEMEYER,
SECRETARY

APPROVED AS TO FORM:
ANDREA P. CLARK

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 include the following:

See Exhibit 1, Scope of Work

A.2. TIME SERVICES RENDERED.

See Article 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: THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR a contract fee not to exceed $50,000; 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 $50,000 without an amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Board of Directors.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative (Operative Provision 6) and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Payment for additional services shall be made to CONTRACTOR by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. It is understood by both CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY except as to the final result contracted for under this Agreement. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 CONTRACTOR may provide services to others during the same period service is provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under this Agreement.

C.1.6 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.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless from any and all claims that may be made against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to immediately terminate this agreement notwithstanding Operative Provision No. 8.

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and any related agency governed by the Board of Directors which is letting the contract or for whom the services under the contract are being provided, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'S, or related agency's, officials, employees, and volunteers as additional insured (excluding workers' compensation and professional liability insurance), (hereinafter referred to as “the 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:

Attachment C – Page 2 of 12.
(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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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, with a coverage form subject to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and the public entity awarding the contract if other than the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and their officials, employees and volunteers 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees or volunteers.

(ii) The CONTRACTOR’S insurance coverage shall be primary insurance as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY,
its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds shall be 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 the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, 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 in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

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 incident 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.

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. At the option of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or on forms received and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY before work commences.

(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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY pursuant to this Agreement shall be prepared in accordance with, and conform to, the standards of care 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 "possessor interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. All questions of initial determination of possessor interest and valuation of such interest, if any, shall be the responsibility of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Assessor and the contracting parties hereto. A taxable possessor 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY the authority to deduct from any payments to CONTRACTOR any THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

C.12.3 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as work accomplished to date; provided, however, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY such financial information as in the judgment of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY on completion of the services hereunder. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 attorneys' fee, 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY employee whose position in THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":
   With a copy to:

   THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
   Paul G. Brunner, Executive Director
   915 8th Street, Suite 115
   Marysville, CA  95901

If to "CONTRACTOR":

   SAGE ENGINEERS, INC.
   Gail Sanders, Vice President
   2251 Douglas Blvd., Ste. 200
   Roseville, CA  95661
EXHIBIT 1
SCOPE OF WORK
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DR. FAIZ MAKDISHI
INDEPENDENT EXPERT
March 24, 2015

Three Rivers Levee Improvement Authority (TRLIA) has been conducting levee repairs for the Reclamation District (RD) 784 levees since 2004. These repairs are designed and constructed to provide a minimum level of protection of 200-years to the RD 784 urban Area. While much of the remediation work has been accomplished, TRLIA has some remaining projects.

Dr. Faiz Makdisi has served as an Independent Expert for review of many of TRLIA’s remediation designs and construction plans. TRLIA wishes to continue to have Dr. Makdisi serve as an Independent Expert for the final efforts of its flood risk reduction program for RD 784. Those efforts will focus on review and comment on design and construction documents for the remediation required for the WPIC West Levee (WPIC 200-Year Standard Project) and review and comments on the RD 784 Urban Levee Design Criteria Certification Engineer’s Report.

Efforts identified for the WPIC 200-year Standard Project Review will consist of the following:

- Review and comment on the 90% Plans and Specifications
- Review and Comment on the Final Basis of Design Technical Memorandum
- Review and comment on two (2) potential unknown design documents that might arise due to changed conditions
- Attend a total of three (3) meetings. The exact dates will be determined based on overall availability of attendees at the time. Meetings are tentatively scheduled to:
  - Discuss Final Plans and Specifications
  - Quarter point of Construction to Evaluate Design Assumptions versus Field Verification
  - End of Construction to Evaluate Final Construction

Efforts identified for the RD 784 Urban Levee Design Criteria Certification Engineer’s Report Review will consist of the following:

- Review and Comment on Preliminary Draft of the Engineer’s Report. This will be a continuing review of preliminary draft of pertinent sections of the report as they are available.
- Review and Comment on the Final Draft Engineer’s Report. This will be all sections organized into a final draft of the Engineer’s Report. This should be a back check of the preliminary draft review and resolution of any significant issues.
• Attend a total of two (2) meetings. The exact dates will be determined based on overall availability of attendees at the time. Meetings are tentatively scheduled to:
  ➢ Discuss Final Draft Engineer’s Report
  ➢ Comment Resolution Meeting if Required

This will be a time and materials contract with amount not to exceed negotiated amount without prior approval from TRLIA. See Table 1 for estimated cost of effort.

Larry Dacus (TRLIA Design Manager) will manage this effort for TRLIA.
Contact information is: Phone - (916) 437-7515  email - dacus@mbkengineers.com
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<th>Task</th>
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<td>Review and comment on WPIC 90% Plans and Specifications</td>
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<tr>
<td>Review and comment on the WPIC Final Basis of Design Technical Memorandum</td>
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<td>Review and comment on two (2) potential unknown design documents that might arise due to changed conditions</td>
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<td>Review and comment on Preliminary Draft of the ULDC Engineer’s Report</td>
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<td>Review and comment on Final Draft ULDC Engineer’s Report</td>
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