THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Yuba County Government Center, Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

NOVEMBER 17, 2015 – 2:00 P.M.

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

A. Approve minutes of the meeting of October 13th and 20th, 2015.

B. Approve corrections to Amendment No. 10 to agreement with AECOM Technical Services Inc. and authorize Executive Director to execute.

IV ACTION ITEMS

A. Approve Amendment No. 6 in the amount of $28,750 to agreement with SCI Engineering for additional two years of consulting services for Assessment District administration and authorize Executive Director to execute upon review and approval of Counsel.

B. Approve Amendment No. 11 in the amount of $130,344 to agreement with AECOM Technical Services Inc. for additional environmental services for Goldfields 100-year Project and authorize Executive Director to negotiate and execute upon review and approval of Counsel.

C. Approve Amendment No. 18, in the amount of $447,608 to agreement with GEI for continuing coordination and negotiations with Native American Tribal interests and authorize Executive Director to negotiate and execute upon review and approval of Counsel.

D. Consider applications and recommendation from Ad Hoc Committee for At-large Director vacancy and take action as appropriate.

V BOARD AND STAFF MEMBER REPORTS

VI CLOSED SESSION

A. Public Employee Performance Evaluation pursuant to Government Code §54957 – Title: Executive Director

B. Personnel pursuant to Government Code §54957.6 – Provide instruction to Representative Andrea Clark on salary or compensation of Executive Director

C. Conference with Legal Counsel – Existing Litigation Government Code 54956.9(d)(1) – A. Teichert & Son, Inc. v. TRLIA and TRLIA Board of Directors, Yuba County Superior Court No. CVPT 15-000922

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

OCTOBER 13, 2015

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

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

II ACTION ITEMS

A. Approve Addendum to Yuba Goldfields 200-year Flood Protection Project Final Environmental Impact Report and authorize staff to execute and file Notice of Determination in compliance with the California Environmental Quality Act. Counsel Andrea Clark recapped discussion with United Auburn Indian Community which resulted in changes reflected in the addendum. Ms. Clark responded to Board inquiries.

The following individual spoke: Mr. Brian Guth

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

B. Approve meeting minutes of September 15, 29, and October 6, 2015.

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

III ADJOURN: 2:09 p.m.

__________________________________________
Chair

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

__________________________________________
Approved:

10/13/2015 – TRLIA
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

OCTOBER 20, 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 3:07 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Jerry Crippen, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.

I  ROLL CALL – Directors Atwal, Brown, Crippen, Griego, Nicoletti – All present.

II  PUBLIC COMMUNICATIONS: None.

III  ACTION ITEMS

A. Reject nonresponsive low bid from Modern Building Inc.; award contract to responsive bid in the amount of $611,000 to Four M Contracting Inc. and delegate authority to Executive Director to execute contract, issue Notice to Proceed for construction of Yuba Goldfields 100-year Interim Project. Construction Manager Doug Handen recapped the bid process, responsive bids, and responded to inquiries.

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

B. Approve Amendment No. 9 to the agreement with AECOM in the amount of $109,760 for additional environmental services and authorize the Executive Director to negotiate, and execute final amendment upon review of Counsel. Executive Director Paul Brunner recapped services needed and responded to inquiries

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

V  BOARD AND STAFF MEMBER REPORTS

Counsel Andrea Clark: Correspondence to Native Heritage Commission

VI  CLOSED SESSION: The Board retired into closed session at 3:30 p.m. and returned at 4:55 p.m.

Conference with legal counsel anticipated litigation / Significant exposure to litigation pursuant to Government Code §54956.9(2)(d) – One potential Case (Receipt of notice of commencement of CEQA proceeding) No report.
November 17, 2015

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Consider Approval of 6th Contract Amendment with SCI for TRLIA Assessment District Administration

**Recommended Action**
Approve $28,750 Amendment No. 6 (Attached) with SCI for additional two years consulting services, and authorize TRLIA's Executive Director to sign and execute the amendment once Counsel has reviewed.

**Background**
Following approval by property owners, the TRLIA Board adopted a resolution to form the TRLIA Benefit Assessment District in June 2009. Approximately $400 million is being invested to improve 29 miles of levees in South Yuba County. Better flood protection comes at a higher cost – approximately $900,000 to $1,000,000 each year is needed to maintain the improved levees to meet the stringent state 200-yr Urban Levee Design Criteria and federal 100-yr FEMA requirements. The Three Rivers Levee Improvement Authority (TRLIA) implemented a benefit assessment district to raise sustainable revenues for levee operations and maintenance. The TRLIA Benefit Assessment revenues are in addition to the existing RD784 benefit assessment revenues.

SCI prepared the Engineers Report for the TRLIA Benefit Assessment in 2009 and has performed the general assessment administrative duties each year since the formation of the TRLIA assessment district. The current SCI contract covers the FY 15/16 general assessment duties.

**Discussion**
This sixth amendment to SCI's contract continues the effort by SCI to perform administrative tasks required to provide general assessment administrative duties, and provide projected revenues for use in preparing the assessment budget for FY 16/17, and FY 17/18.

These ongoing tasks are required to update the assessment roll and provide information on projected assessment amounts to be used in preparing the next three fiscal year budgets for the TRLIA Assessment District. SCI has the experience with the TRLIA Assessment District and expertise to perform these tasks efficiently with high quality.
**Fiscal Impact**
This amendment would increase the contract by $28,750 for services on a time and expenses basis, to a maximum amount not exceeding $276,750 ($248,000 previous contract amount + $28,750) without prior authorization by TRLIA. These expenses for the ongoing administration of the Assessment District will be paid from assessment revenues.

Attachments:
1. SCI Amendment 6
2. SCI Scope of Services and Fee Schedule, dated November 2015
SIXTH AMENDMENT 
TO 
AGREEMENT BETWEEN 
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 
AND 
SCI CONSULTING GROUP 

THIS SIXTH AMENDATORY AGREEMENT is made and entered into this ___ day of 
November 2015, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, 
a Joint Powers Authority, ("TRLIA") and SCI Consulting Group, ("CONSULTANT"). 

RECITALS: 

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Professional 
Services dated September 25, 2006 ("AGREEMENT"); 

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement May 15, 
2007; 

WHEREAS, TRLIA and CONSULTANT entered into a second Amendatory Agreement 
January 29, 2008; 

WHEREAS, TRLIA and CONSULTANT entered into a third Amendatory Agreement 
November 17, 2009; 

WHEREAS, TRLIA and CONSULTANT entered into a fourth Amendatory Agreement 
March 1, 2011; 

WHEREAS, TRLIA and CONSULTANT entered into a fifth Amendatory Agreement 
November 12, 2013 

WHEREAS, 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; 

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT; 

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows: 

1. Operative Provision 2 – TERM – shall be revised to change the Termination Date to June 30, 
2018. 

2. Attachment B - PAYMENT - B.1 BASE CONTRACT FEE of the AGREEMENT shall be 
revised to increase the maximum contract fee from $248,000 to $276,750. 

3. Exhibit A – Proposal and Scope of Services – 
   a. The attached Exhibit A, Proposal and Scope of Services, describes the tasks that are 
being added to the contract with this amendment.
All other terms and conditions contained in the Agreement shall remain in full force and effect.

This AMENDED AGREEMENT is hereby executed on this ___ day of November 2015.

TRLIA

__________________________
Paul G. Brunner
Executive Director

CONSULTANT

__________________________
John Bliss
Vice President

ATTEST:

DONNA STOTTLEMEYER
CLERK OF THE BOARD

APPROVED AS TO FORM:

ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT
GENERAL COUNSEL
PROPOSAL FOR THE

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

TO PROVIDE

PROFESSIONAL CONSULTING, ENGINEER OF WORK AND LEVY ADMINISTRATION

FOR THE

LEVEE AND FLOOD CONTROL FACILITIES ASSESSMENT DISTRICT

NOVEMBER 2015

SUBMITTED BY

SCIConsultingGroup
4745 MANGELS BOULEVARD
FAIRFIELD, CA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com
(This page intentionally left blank)
Paul Brunner, P.E., Executive Director  
Three Rivers Levee Improvement Authority  
Yuba County 1-Stop Center  
1114 Yuba Street, Suite 218  
Marysville, CA 95901

Re: Proposal for providing Professional Consulting, Engineer of Work and Levy Administration Services

Dear Mr. Brunner,

SCIConsultingGroup ("SCI") is pleased to submit, for your review, the enclosed proposal and services agreement to serve as the Engineer of Work to provide professional consulting and levy administration services for the Three Rivers Levee Improvement Authority's Levee and Flood Control Facilities Assessment District.

The scope of services within this proposal includes all tasks required for the year-round administration of the assessment, as well as other value-added services.

Several recent court decisions have provided important legal guidance for benefit assessments and Proposition 218. In addition to the proposed assessment administration services, SCI will utilize our professional expertise and the collective input from numerous Proposition 218 specialized attorneys throughout the State to review and, if necessary, recommend updates to the Engineer’s Report and assessment methodology to be responsive to recent legal direction for benefit assessments.

Enclosed is an electronic copy of the Agreement. If the Agreement meets with your approval, please sign and return a copy to us and retain a copy for your records.

Sincerely,

John W. Bliss, P.E.  
Senior Engineer
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PROJECT UNDERSTANDING

SCI Consulting Group ("SCI") is pleased to offer our professional consulting, engineering and levy administration services to the Three Rivers Levee Improvement Authority for the Levee and Flood Control Facilities Assessment District. SCI understands that the assessment revenues need to be annually reauthorized and collected in a manner that is legally compliant, accurate and efficient. We also have witnessed that if such assessment administration services are not performed with a comprehensive, intensive and professional approach that includes annually identifying every parcel that should be subject to the assessments and recalculating and verifying the specific amount of assessment for each parcel in the Assessment, the assessment revenues received by the Authority will not be maximized.

Specifically, our annual scope of services, which will maximize the revenues from the assessments, minimize the Authority's time and resources needed, and maximize the legal defensibility of the assessments, will include:

- Initial planning, property research and assistance with preparation of improvement/service plans and budgets.
- Acquisition of current property data from the County Assessor, other real property information vendors and title companies, comparison of the Assessor data with other property data sources and data accuracy validation services.
- Maximizing assessment revenues and accuracy with custom, hands-on identification of all parcels within the Assessment boundaries and determination of the updated and current property characteristics for each parcel within the Assessment boundaries.
- Maximizing assessment revenues and accuracy by using advanced Geographical Information System (GIS) software and current parcel layers to confirm that all parcels are included within the assessment rolls.
- Maximizing assessment revenues through comprehensive research and confirmation of all levies on a parcel-by-parcel basis. These services have proven to maximize revenues for every public agency for which we have provided levy administration services.
- Minimizing Authority time and resources by handling most tasks related to the administration and collection of the assessments.
- Periodic meetings and conferences with Authority staff to review findings, property base, budgets, and other relevant items.
- Preparation of legal notices, resolutions, staff reports and Authority Board of Directors review items.
- Acquisition of the final lien date Tax Collector's property roll for all parcels to be included on the tax roll for the upcoming fiscal year.
- Each year, a full second round of research, identification and validation of all new and existing parcels within the Assessment boundaries to conform with the final Tax Collector's parcel roll for all parcels to be included on the upcoming fiscal year tax roll.
- A full second round of identification of all parcels for which the property characteristics have changed (such as newly developed properties).
- Each year, a full second round of recalculation and confirmation of the final upcoming fiscal year's assessment amount for every parcel within the Assessment boundaries.
- Submittal of the final assessment rolls to the County Auditor/Tax Collector and verification of the final assessment amounts for each parcel to be included on tax bills.
- Levy collection reports and confirmation of the accuracy of the Auditor's Tax Roll for each levy.
- Directly responding on our toll-free taxpayer assistance line to property owner inquiries year round regarding the assessments for their property, the basis for the assessments, the services funded or other questions.
- Providing a program developed specifically for the Authority that provides easy access and reporting of special assessment and property information.
- Assistance with the administration and collection of the assessment revenues.
**Scope of Work**

This section outlines the services and other responsibilities SCI would perform as the assessment levy administrator for the Three Rivers Levee Improvement Authority.

**Overview of the Scope of Work**

This Section shall serve to highlight our approach towards levy administration services and other value added services included within this Proposal.

One of the service elements that distinguishes SCI is our comprehensive approach for levy preparation. On a twice-yearly basis, we recalculate and confirm all of the Authority's assessments on a parcel-by-parcel basis for all properties within the assessment. SCI has developed over fifty unique levy validation/checking queries that we run on each parcel. This approach, while more time consuming than simply relying on Assessor property characteristics and previous levy amounts has consistently proven to result in more accurate levies and higher overall assessment revenues.

The starting point for calculating and confirming the parcel levies for all parcels within the levy district is the current County Assessor's data. However, we do not simply rely on the County Assessor data alone. Rather, we utilize the County data as the initial basis for establishing the property information and parcel listings for property that will be subject to the assessments. As a next step, we acquire, compare and incorporate additional data and property information from other real property vendors, title company information vendors and other sources. More importantly, we extend and enhance this external property data with our internal proprietary Statewide parcel attribute and ownership data sets, including over ten years of parcel maps and historical parcel information.

The second foundation block for accurate assessment levies is the identification and verification of every parcel that should be included in the Authority's assessment roll. SCI has consistently found that the County Assessor's data often contains inaccurate information to identify parcels and property characteristics. Consequently, our approach begins with the County Assessor and State Board of Equalization information regarding parcels within the Assessment's boundaries. However, we extend, enhance and confirm this information with several layers of other verification and parcel identification approaches. These approaches, which have consistently been proven to identify other parcels that should be included in the assessment rolls, include using updated and historical parcel maps, GIS layers and a comprehensive parcel-by-parcel research to identify all "child" parcels that were created from a source "parent" parcel after a subdivision or parcel reconfiguration.

Only after a comprehensive evaluation and confirmation of data from multiple sources will we begin calculating and confirming assessment levies. This multi-source
approach has proven to maximize the annual benefit assessment proceeds by uncovering inaccuracies and outdated information.

After we have carefully identified and verified each parcel that should be included in the assessments and have calculated and determined the levies for each parcel, we will compare our calculated levies for each parcel with the previous year's levy rolls. Every discrepancy and variance with the historical levy data will be researched and confirmed. After this comprehensive research and assessment rate determination work is completed, SCI will develop reports listing each parcel with their upcoming year's assessment amounts.

Furthermore, our proposed scope of services includes periodic on-site meetings, preparation of notices and resolutions, periodic reports for levy submittals and collections, in person attendance at public meetings and the hearing, and taxpayer point of contact services via a toll-free phone number.
QUALIFICATIONS AND EXPERTISE

ABOUT SCI CONSULTING GROUP

SCI provides a broad range of planning, research, engineering, special district administration, revenue measure formation and financing services for local agencies. Experts have the expertise to assist in every phase of the assessment administration process, including inception, research and analysis, evaluation of assessment factors, documentation of findings, development of tax reports to meet all current legal requirements for annual assessment continuation, identification of all parcels that should be assessed, calculation and verification of the specific assessment amount for each parcel and levy collection and verification.

With 25 years of benefit assessment, special tax, civil engineering and planning experience, SCI also offers extensive expertise with the important legal and procedural issues involving benefit assessments, special taxes and fees. The principals at SCI are acknowledged experts on benefit assessments, special taxes and fees and were involved with the cleanup legislation for Proposition 218.

In addition, SCI is a frequent presenter and columnist on ballot proceedings and special tax elections for the American Public Works Association, League of California Cities, California Special Districts Association, California Fire Chiefs Association, California Stormwater Quality Association, Coalition for Adequate School Housing, California Parks and Recreation Society, Mosquito and Vector Control Association of California, Institute for Local Self Government, California Association of Public Information Officers, Floodplain Management Association, Bay Area Open Space Coalition, California Conference of Directors of Environmental Health and other organizations.
ABOUT SCI SERVICES

SCI has been effectively serving the needs of public agencies, non-profits and private organizations for over 25 years. Our commitment to quality services is attested by the satisfaction of our clients, the long-term relationships we have developed, and that most of our new business comes through word-of-mouth from current clients.

Following is a summary of our services:

REVENUE MEASURES
  o Assessment District Formation / Ballot Proceedings
  o Property Related Fee Determination / Ballot Proceedings
  o Mello-Roos Community Facilities District Formation / Ballot Proceedings
  o Parcel Tax / Special Tax Measures

OPINION RESEARCH AND REVENUE MEASURE FEASIBILITY ANALYSIS

SPECIAL TAX / ASSESSMENT LEVY ADMINISTRATION SERVICES

PUBLIC FINANCE PROGRAMS AND ALTERNATIVES
  o LAFCo Annexations and New District Formations
  o Compliance with Proposition 218
  o Continuing Disclosure & Dissemination Services
  o Administrative Systems and Custom Software Solutions
  o Parcel Audits and Tax Base Certification

PLANNING SERVICES
  o School Facility Fee Justification Reports (Level 1)
  o School Facility Needs Analysis (Level 2)
  o Developer Fee Nexus Studies
  o Developer Negotiations and Full Mitigation Fees
  o Facilities Master Plans
  o Financing Plans
  o Attendance Boundary Studies
  o Demographic Studies
  o Quimby Land Dedication and In-Lieu Fee Studies
  o Cost of Service Analysis and Fee Justification
  o Utility Rate Studies
  o Land Planning and Real Estate Services

For more information, please visit www.sci-cg.com
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on ____________, 2015, between Three Rivers Levee Improvement Authority, a public agency, ("Authority") and SCI Consulting Group ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work.** Consultant shall perform the work and render the services described in the attached Exhibit A and incorporated herein (the "Work"). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.

2. **Payment.**

   a. In exchange for the Work, Authority shall pay to Consultant a fee for completed phases of Work as described in Exhibit B. The total fee for the Work shall not exceed amounts set forth in Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by Authority. Consultant's fee shall include all of Consultant's costs and expenses related to the Work.

   b. At the completion of each phase of Work, Consultant shall submit to Authority an invoice for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, Authority shall pay the invoice within 30 days of its receipt.

3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.

4. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.

5. **Insurance.**

   a. **Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

       | Insurance Type                  | Limits                      |
       |--------------------------------|-----------------------------|
       | Commercial General Liability   | $2,000,000 per occurrence  |
       |                                | $4,000,000 aggregate       |
       | Automobile Liability           | $2,000,000 per accident    |
       | Workers' Compensation          | Statutory limits            |
       | Professional Liability         | $2,000,000 per claim       |
b. Other Requirements. The general liability policy(ies) shall be endorsed to name Authority, its officers and employees as additional insureds regarding liability arising out of the Work.

c. Proof of Insurance. Upon request, Consultant shall provide to Authority proof of insurance.

6. Indemnification. Consultant shall indemnify, defend, protect, and hold harmless Authority, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Consultant's performance of the Work and caused by any negligent act or omission, wilful misconduct of or by Consultant or its employees, agents and subcontractors.

7. Entire Agreement. This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

8. Independent Contractor. Consultant's relationship to Authority is that of an independent contractor.

9. Successors and Assignment. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of Authority.

10. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

11. Severability. If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

12. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California.

13. Default. In the event that Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, Authority may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.
14. **Cancellation.** Authority or Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by Consultant through the date of the notification of cancellation.

15. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

16. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

**Public Agency:**

Paul Brunner, P.E., Executive Director  
Three Rivers Levee Improvement Authority  
Yuba County 1-Stop Center  
1114 Yuba Street, Suite 218  
Marysville, CA 95901

**Consultant:**

Gerard van Steyn, President  
SCI Consulting Group  
4745 Mangels Boulevard  
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided above.

**Accepted:**

__________________________  
Paul Brunner, P.E., Executive Director  
Three Rivers Levee Improvement Authority

**Accepted:**

__________________________  
Gerard van Steyn  
President  
SCI Consulting Group

__________________________  
Date

__________________________  
Date
EXHIBIT A - WORK TASKS

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and assessment levy administrator for the Three Rivers Levee Improvement Authority.

Definitions

Authority: Three Rivers Levee Improvement Authority, its staff and the authority Board of Directors.

District: Levee and Flood Control Facilities Assessment District

SCI or Consultant: SCI Consulting Group, and any and all employees and subcontractors.

Administration: Services related to the determination, levy and collection of tax or assessment revenues.

TASK 1 - CONFIRMATION OF ASSESSABLE PARCELS AND LEVY CALCULATION

1. Meet with Authority staff, Authority Board of Directors, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review assessment data, and accomplish other tasks related to administration of the Assessments.

2. Utilize SCI’s statewide data, including current parcel attributes and historical information for every parcel in the District.

3. Obtain current assessor data from the County Assessor and other sources for all parcels within the District and merge with SCI’s internal parcel data.

4. Perform a comprehensive audit to identify each parcel that is physically located within the boundaries of the Assessments. Research and reconcile any parcels that we find to be within the District’s boundary, but to be inaccurately identified by the County Assessor.

5. Create a complete and highly accurate database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments.

6. Determine the number of parcels in each land use category.

7. SCI maintains complete files of Assessor Parcel Maps for all parcels in the District. Obtain recently updated or revised maps as necessary. Utilize the maps to confirm current parcel attributes and research newly created parcels.

8. Meet with or contact Authority staff and contact property owners, County Assessor staff and other parties as needed to obtain information or verify Assessments.

9. Research and obtain all property characteristics that are needed to properly calculate the correct assessment amount, including location, property type and land area.
10. Update and maintain a database for each parcel within the Assessment. The data for each parcel will include the owner name(s), site address, property values, parcel number, assessment factors, assessment amount, mailing address, site address, parcel type, notes and other useful or relevant data.

11. On a parcel-by-parcel basis, calculate the specific assessment amount for each parcel.

12. Obtain the assessment files for the previous fiscal year and structure this historical levy submittal data so it can be used to help compare and analyze the Assessments. Reconcile the assessment data for last year with the Authority's assessment collections to confirm the accuracy of the data.

13. Research changes in property data, property usage, property valuations and assessment changes from the previous year for all parcels within the District. Flag all parcels that require property research to determine the appropriate assessment.

14. Research all flagged parcels as well as those parcels or areas designated by Authority staff as requiring further research.

15. Research or field check those properties that are flagged for research and for which additional information is needed.

16. Project costs based on prior year estimates, actual costs, new or modified services and improvements and other factors. Establish budgets for the Assessments based on information provided by the Authority.

17. Review the budgets and cost estimates with the Authority and finalize the budget after incorporating Authority input.

18. Using the established assessment methodology, allocate the estimated cost of services, improvements and expenses to all assessed parcels within the boundaries of each zone of benefit within the assessment district.

19. Run custom-developed queries on the Assessment Roll to verify and check assessment accuracy for all parcels.

20. Prepare the preliminary Assessment Roll for the Assessment District.

**TASK 2 – DIRECT ASSESSMENT PROCEDURAL REQUIREMENTS AND LEVY SUBMITTAL**

1. Work with Authority's legal counsel to review the Assessment District's compliance with the recent court decisions such as Silicon Valley Taxpayers Association v. Santa Clara County Open Space Authority, Dahms v. City of Pomona, and Greene v. Marin County Flood Control and Water Conservation District. SCI anticipates that the Authority's assessments are fully compliant with these decisions and the requirements of Proposition 218. However, this additional review may result in some revisions and upgrades to the findings and determinations in the Engineer's Report to more fully comply with recent court decisions and legal requirements for benefit assessments.

2. Prepare any needed resolutions and staff reports for the Assessments as required by California state law.

3. Prepare and assist with the publication of any notices for the continuation of the Assessments.

4. Attend Authority Board of Directors meetings, including those at which the Resolution of Update is approved and the public hearing is held.
5. Present the Assessment Roll to Authority Board of Directors, summarize the assessment methodology, answer all questions raised and assist in finalizing the project for Board approval.

6. Submit finalized levy roll in accordance with all requirements set by the Yuba County Auditor.

**QUALITY CONTROL AND LEVY RE-VERIFICATION**

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor and Tax Roll from the County.

2. Identify all parcels that are in the Assessment district and subject to the Assessments. Create a new Parcel Roll based upon the final County lien roll data.

3. Identify all new or changed parcels that may require an updated or new assessment calculation.

4. Utilize other real property data information services to obtain additional property information, and to verify and confirm Assessments.

5. Research and update all property characteristics that may affect the assessment amounts for each parcel.

6. Recalculate the final Assessments on a parcel-by-parcel basis.

7. Perform all additional parcel research as necessary.

8. Compare the assessment amount calculated for each parcel with the Assessment Roll for the previous fiscal year and re-verify Assessments for all parcels for which the assessment amount has changed.

9. Prepare reports of parcels with usecode changes from the previous fiscal year to the current fiscal year, and verify the Assessments for such parcels.

10. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year, and verify the Assessments for new parcels.

11. Finalize the Assessment Roll, other documents and supporting materials for the Assessments.

12. After the Assessments and supporting documents have been finalized, another special levy administrator at SCI will perform a comprehensive peer review of all assessment calculations, all documentation and reports and the project schedule and deliverables. Any questions or issues raised are fully researched and resolved.

13. Next, a manager at SCI will perform another full review and quality assurance audit of each assessment district to ensure the highest level of accuracy and that all documents and materials needed for collection of the Assessments are in proper order.

14. After all reviews have been performed and all questions resolved, prepare the final Assessment Roll listing parcel number, owner name, property address, and assessment amount for each Assessor Parcel within the Assessment District. Print Assessment Roll sorted by Assessor Parcel Number and owner's name.

**DISTRICT INFORMATION, LEVY CONFIRMATION AND DELINQUENCY MONITORING**

1. Develop and make available to the Authority an Internet based website or computer program that will allow Authority staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.
2. Meet Yuba County assessment roll submission requirements and perform tasks needed to submit the assessment levies.
3. File approved Assessment Roll with the County Auditor for inclusion of Assessments on current fiscal year tax bills.
4. Verify and validate Auditor's levy data prior to the printing of tax bills.

**MANUAL BILLING FOR CERTAIN PROPERTIES (IF REQUESTED)**

1. For any parcels that cannot be collected on County tax bills, prepare a listing of property owners, addresses, property information, current assessment amount and delinquent Assessments.
2. Directly invoice any such property owners for the assessment amounts due for their property.
3. Record payments received in a payment tracking database.
4. Assist the Authority with collection of delinquent Assessments from these properties.
5. Produce periodic reports for the Authority of bills paid and those still outstanding.

**RESPONDING TO PUBLIC INQUIRIES AND APPEALS**

1. Provide the County Auditor/Tax Collector and the Authority with our toll-free 800 phone lines so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise, a review of specific levies, description of procedures and any other issues.
2. Provide the County Auditor/Tax Collector with our web site address to be used as another resource for property owner inquiries and information dissemination.
3. Provide the County Auditor/Tax Collector with a summary and overview of the Assessments and each zone of benefit for Auditor/Tax Collector staff use.
4. Directly and promptly respond to any property owner, staff or other agency inquiries on our toll free assessment assistance phone lines reached by the number: (800) 273-5167.
5. Throughout the fiscal year, research and, if necessary, revise any Assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are very minimal, if at all.)
6. If any property owners appeal the Assessments for their property, SCI shall investigate the assessment amount and basis for appeal and shall make a recommendation and finding for the Authority. In the event that the Authority finds that the Assessments or assessment rate should be adjusted, SCI will adjust the Assessments according to the Authority's final determination. (Such appeals are very rare.)
7. For any property owner appeals, SCI will coordinate with the Authority and property owners as appropriate.
DEFENSE AND SUPPORT OF THE ASSESSMENTS
1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. Provide a full response to any questions or issues raised about the assessments.
3. In the event of any legal challenge or petition against the assessments, provide any and all professional, assessment engineering and technical support and defense of the assessments. If such services are required, they would be provided in close collaboration with the Authority.

ADDITIONAL SERVICES INCLUDED
1. Computer services to convert and compile Assessor data into database format and computer services to format and submit levy data for the County Auditor.
2. Computer services to convert assessment data into format required by the County Auditor.

DELIVERABLES
1. Updated Assessment Boundary Diagram and maps, as needed.
2. A review of the cost estimates, budgets and proposed services and improvements for the upcoming fiscal year.
3. Preliminary Assessment Roll.
4. Final Assessment Roll.
5. Resolutions, notices, draft staff reports and other supporting documents for the continuation of the Assessments.
6. Assistance with the public meetings and hearings for the continuation of the Assessments.
7. Final Assessment Roll.
8. Forms and certifications required by the County Auditor/Tax Collector.
9. An electronic copy of the assessment data submitted to the County Auditor/Tax Collector.
10. Confirmation of the final Assessments prior to the issuance of tax bills.
11. A report confirming the final assessment levy amounts.
12. Toll free taxpayer assistance telephone number to be provided to the Authority, the County Auditor and Tax Collector.
13. Prompt and direct response to taxpayer questions throughout the term of this proposal.
14. Summary information about the Assessments and services funded, to be provided to the County Auditor and Tax Collector.
15. Periodic reports to the Authority regarding the Assessments, assessment collections and other developments that may affect the Assessments.
EXHIBIT B – FEE SCHEDULE / MANNER OF PAYMENT

In consideration for the performance of the Scope of Work, SCI shall be compensated as follows:

1. For Fiscal Year 2016-17, the total compensation shall be $13,500 (plus up to $750 incidental), paid as follows
   a. Upon submittal of the special assessment levies to the County Auditor, the sum of $6,750 shall be due.
   b. On January 15, the sum of $6,750 shall be due.

   For Fiscal Year 2017-18, the total compensation shall be $13,750 (plus up to $750 incidental), paid as follows
   a. Upon submittal of the special assessment levies to the County Auditor, the sum of $6,875 shall be due.
   b. On January 15, the sum of $6,875 shall be due.

2. For the creation, mailing, collection and administration of hand-billed service charges (to public agencies and other owners that cannot be collected by the County Auditor), for assessment bills below the amount of $25 SCI shall be compensated at the rate of $25 per assessment bill mailed by SCI. (Note that one bill can contain multiple parcels owned by the same agency/owner).

3. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost by the Authority with total cost not to exceed $750 per year, without prior authorization from the Authority.

Note: All costs associated with this proposal and the scope of services can be financed or refunded by the levy proceeds.
November 17, 2015

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
Claire Marie Turner, WPIC Project Manager
Andrea Clark, Legal Counsel

SUBJECT: Approve 11th Contract Amendment with AECOM Technical Services, Inc. for Additional Environmental Services for the Goldfields 100-Year Interim Project and Western Pacific Interceptor Canal 200-Year Standard Project

Recommened Action
Approve an 11th contract amendment not to exceed $130,344 with AECOM Technical Services, Inc. for additional effort to provide environmental services required for the implementation of TRLIA's 100-Year Interim Project in the Goldfields and WPIC 200-Year Project, and authorize the Executive Director to negotiate, sign and execute the final amendment upon review by General Counsel.

Background and Discussion
In January 2012, the TRLIA Board approved a contract award to AECOM Technical Services, Inc. for environmental services in the Yuba Goldfields and along the Bear and Feather Rivers. This contract has been amended several times for various tasks in the Goldfields, along the Feather East Levee, and along the WPIC.

An Initial Study Mitigated Negative Declaration (IS/MND) CEQA Document was prepared for the Goldfields 100-Year Interim flood Protection Project. The IS/MND listed several mitigation measures that needed to occur prior to construction to ensure that environmental impacts of the project would be less than significant. These mitigation measures include environmental awareness training for construction personnel, surveys for several special status species, and field marking for other sensitive habitat. AECOM is familiar with these mitigation measures and has the experience and resources to accomplish these mitigation measures.

This amendment will also provide additional scope and budget for efforts on the WPIC 200-Year Project associated with both planning and construction. Following release of the IS/MND for public review, TRLIA received comments from Yuba County and an interested Native American Tribe. Additional scope and budget is required to resolve comments raised by these stakeholders as described in the scope of work. The amendment also includes biological monitoring required during construction of the project.

Fiscal Impact
This amendment would increase the AECOM contract by an amount not to exceed $130,344 for services on a time and expenses basis, to a maximum amount not to exceed $1,638,685 (previous contract amount of $1,508,341). The work proposed for the Goldfields Project ($9,000) would
be accomplished using 100% Local funds. Work proposed for the WPIC 200-Year Project would be accomplished using 70% State funds pursuant to the UYLIP EIP Funding Agreement.

Attachments
   1. Amendment 11 to AECOM Contract with Exhibits A and B
   2. AECOM cost estimate for Exhibit B of SOW
AMENDMENT NO. 11

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENVIRONMENTAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
AECOM TECHNICAL SERVICES, INC.

THIS ELEVENTH AMENDATORY AGREEMENT is made effective 
_________________ , 2015, by and between Three Rivers Levee Improvement Authority 
(“TRLIA”) and AECOM Technical Services, Inc. (“the Consultant”), who agree as 
follows:

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

1.1. Effective February 2, 2012 the parties entered into an Agreement for 
Professional Services relating to Environmental Services for TRLIA’s 
Construction Program.

1.2. Effective August 7, 2012 the parties entered into the first Amendatory 
Agreement to increase the budget by $25,000 to a total of $125,000.

1.3. Effective December 18, 2012 the parties entered into a second Amendatory 
Agreement to increase the budget by $44,955 to a total of $169,955.

1.4. Effective April 9, 2013 the parties entered into a third Amendatory 
Agreement to increase the budget by $74,000 to a total of $243,955.

1.5. Effective May 7, 2013 the parties entered into a fourth Amendatory 
Agreement to increase the budget by $29,705 to a total of $273,660.

1.6. Effective October 1, 2013 the parties entered into a fifth Amendatory 
Agreement to increase the budget by $475,000 to a total of $748,660; and 
extend the Termination Date of the contract to December 31, 2015.

1.7. Effective May 6, 2014 the parties entered into a sixth Amendatory Agreement 
to increase the budget by $35,000 to a total of $783,660.

1.8. Effective September 16, 2014 the parties entered into a seventh Amendatory 
Agreement to increase the budget by $209,735 to a total of $993,395.

1.9. Effective March 3, 2015 the parties entered into an eighth Amendatory 
Agreement to increase the budget by $382,386 to a total of $1,375,781; and 
extend the Termination Date of the contract to December 31, 2016.

1.10. Effective July 14, 2015 the parties entered into a ninth Amendatory 
Agreement to increase the budget by $22,800 to a total of $1,398,581.
1.11. Effective October 28, 2015 the parties entered into a tenth Amendatory Agreement to increase the budget by $109,760 to a total of $1,508,341.

1.12. Article C.23 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

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

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

2. **Eleventh 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 AECOM Technical Services, Inc.) is amended by the addition of effort to the original tasks as described in Exhibits A and B attached to this 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 AECOM Technical Services, Inc. are amended to include the additional amount of $9,000 for work described in Exhibit A and $121,344 for work described in Exhibit B for a total contract amount of $1,638,685.

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

AECOM TECHNICAL SERVICES, INC.

__________________________  __________________________
P. G. Brunner  Phil Dunn
Executive Director  Vice President

ATTEST:  APPROVED AS TO FORM:
DONNA STOTTMEMEYER  GENERAL COUNSEL
CLERK OF THE BOARD OF DIRECTORS
TRLIA is preparing to begin construction on the goldfields 100-Year Interim Project. The CEQA Mitigation Plan included several tasks to ensure reduction of environmental impacts to a less than significant level. Work to be completed in the coming weeks to satisfy CEQA mitigation measures will include:

- Preparing worker awareness training program materials and conducting training (MM 3.4-1a)
- Conducting pre-construction surveys for western pond turtles (MM3.4-1g)
- Flagging elderberry shrubs for avoidance and monitoring installation of protective fencing (VELB protection component of project description and MM 3.4-2)
- Identifying riparian vegetation for minimization of impact and identifying riparian vegetation that cannot be avoided
- Preparing memorandum documenting implementation of above tasks
I. INTRODUCTION

This amended scope of services identifies additional work required to complete Tasks 1, 2, 6, and 7 described in the September 9, 2014 and/or February 25, 2015 scopes of services for the Three Rivers Levee Improvement Authority (TRLIA) Western Pacific Interceptor Canal 200-Year Standard Project. Since the previous scopes of services were developed, additional work has become required to fulfill environmental compliance for the project: 1) extensive consultation with Native American Tribes to respond to concerns regarding potential impacts on cultural resources, revise mitigation measures, and develop and implement a cultural resources field investigation plan; 2) increasing frequency of biological construction monitoring to meet California Department of Fish and Wildlife (CDFW) permit requirements; and 3) evaluating environmental effects of changing the Reach 2B haul route and conducting necessary revisions and augmentation of environmental and permitting documents. Work associated with the Reach 2B haul route is included as a new task in this scope of services (Task 8). The costs associated with this scope of services also include fees for the Notice of Determination, CDFW Streambed Alteration Agreement, and Water Quality Certification that were previously anticipated to be paid directly by TRLIA.

AECOM assumes consultation with Native American Tribes will be led by GEI cultural resources specialist Barry Scott. Mr. Scott’s effort through November 28, 2015 was included in Amendment 10; if Tribal consultation services are needed past November, TRLIA may choose to contract directly with GEI for Mr. Scott’s services.

II. SCOPE OF SERVICES

The following scope of services includes augmentation of Tasks 1, 2, 6, and 7 described in the September 9, 2014 and/or February 25, 2015 scopes of services and the addition of Task 8. There is no change to Tasks 3, 4, or 5.

TASK 1: PREPARE IS/MND

Subtask 1.3 Prepare Response to Comments. The United Auburn Indian Community (UAIC) has provided extensive comments on the Initial Study and proposed Mitigated Negative Declaration (IS/MND). AECOM cultural resources specialists attended a site visit with UAIC and TRLIA, and AECOM staff have worked with TRLIA to draft responses to UAIC comments. AECOM staff will work with GEI’s cultural resources specialist and TRLIA to complete the comment response. Extensive coordination with GEI, TRLIA, and UAIC also is required to revise cultural resources mitigation measures and associated CEQA documentation. Efforts necessary to respond to UAIC comments and revise mitigation measures require previously unanticipated meetings, conference calls, and document revisions.

TASK 2: PREPARE CULTURAL RESOURCES REPORT
Subtask 2.5 Conduct Geoarchaeological Study and Field Investigation. AECOM and GEI cultural resources staff will conduct a desk-top geoarchaeological pre-field study and additional archaeological field investigation. An AECOM geoarchaeologist will conduct the geoarchaeological study, which will include review of relevant background information, such as geotechnical reports, geological and soil maps, levee construction plans, and previous archaeological/cultural studies, to assess the archaeological sensitivity and relative potential for buried archaeological deposits to occur in different parts of the project area. A report describing methods and results of the geoarchaeological study will be prepared and used to develop a work plan for the subsequent field investigation. The geoarchaeological findings also will be useful in determining areas where the most intensive monitoring should be conducted during construction.

Field investigation is anticipated to include archaeological mechanical trenching with an excavator or backhoe. Up to nine trenches approximately 3 feet wide, 10 feet long, and 10 to 15 feet deep will be excavated in 6-inch increments. An AECOM geoarchaeologist will be present to produce a profile of excavated strata. Two additional archaeologists will be present to assist the geoarchaeologist and to screen approximately 20 gallons of excavated matrix through ¼-inch steel mesh screen per 6-inch excavated increment; the matrix will be screened to identify any cultural material that may not be readily evident in trench sidewalls or spoils piles. All resources, including archaeological sites, cultural landscapes, and cultural resources with significance to Native American communities will be documented in accordance with state and federal guidance; recordation of historic structures, buildings, objects, and sites will be accomplished using California Department of Parks and Recreation 523 Site Record forms. A biologist also will be present onsite during the investigation to ensure impacts on all wetland habitats are avoided and to implement giant garter snake impact avoidance measures. AECOM assumes the field investigation will be completed in 3 days and that up to two paid Native American monitors will be present during trenching activities. This scope of work does not include remote sensing, such as resistivity/induced polarization and ground penetrating radar. AECOM assumes one of the field archaeologists will be provided by GEI; this scope of services does not include time and expenses for the GEI archaeologist.

Native American Tribes will be notified of the additional investigation work, and UAIC will be invited to comment on results of the geoarchaeological study and the field investigation work plan and to monitor trenching activities. Following completion of the field investigation, UAIC will be invited to meet with AECOM and GEI cultural resources specialists to discuss the views of the Tribes on resource descriptions and significance. The cultural resources specialists will then prepare a report describing methods and results of the field investigation. Consultation with UAIC and other interested Native American Tribes regarding findings of the investigation also will be described in the report. AECOM assumes consultation with the Tribes will be led by Mr. Scott, whose services are not covered in this scope of services.

AECOM will prepare an administrative draft geoarchaeological study report and field investigation work plan before conducting trenching activities and an Administrative Draft Cultural Resources Investigation Report following trenching activities. Each report will first be reviewed by TRLIA and revised based on comments received from TRLIA. Draft reports will then be reviewed by UAIC, and additional revisions by AECOM and review by TRLIA and UAIC will be conducted, as needed. AECOM assumes up to five rounds of review by TRLIA and/or the interested tribes will be required. AECOM will provide an electronic version of each report version and will make revisions in response to comments sent to AECOM in one electronic file by each group of reviewers.

TASK 6: MANAGE ENVIRONMENTAL TASKS

The September 9, 2014 and February 25, 2015 scopes of services included project management costs through November 2016 for the previously described tasks. With the addition of services described in this
amendment, time is required for associated management activities, including financial administration, coordinating with the subcontractor, internal meetings, and maintaining close communication with TRLIA and its legal and engineering consultants.

**TASK 7: CONDUCT CONSTRUCTION-RELATED BIOLOGICAL SERVICES**

**Subtask 7.1 Conduct Construction Monitoring.** Based on terms and conditions of the draft CDFW Streambed Alteration Agreement and Incidental Take Permit (ITP), biological monitoring requirements will be more extensive than was assumed in the February 25, 2015 scope of services. AECOM biologists will be present onsite full time during all initial project site disturbance, including installing fencing and other environmental protections, clearing and grubbing vegetation, stripping topsoil, and any other initial ground-disturbing activities. AECOM assumes full-time monitoring will be required on up to 30 13-hour work days. Because construction is scheduled to occur from 7:00 am to 8:00 p.m., two monitoring shifts will be required on these days. Up to 35 biological monitoring visits will be required over the remaining 5 months of construction to comply with conditions of the CDFW ITP.

**TASK 8: EVALUATE REACH 2B SOUTHERN HAUL ROUTE**

Access to Reach 2B was originally intended to occur from the north, along an existing gravel/paved route extending south from Algodon Road. In response to concern about damage that could result from haul trucks traveling along the paved portion of this route, the project description was changed to indicate access to Reach 2B will occur along an unimproved route from the south.

**Subtask 8.1 Conduct Field Surveys.** An AECOM biologist has conducted a field survey to evaluate potential for wetlands and other sensitive biological resources to be affected by using the proposed southern route. In addition, AECOM cultural resources specialists will conduct a pedestrian survey of the proposed route to evaluate expansion of the Area of Potential Effects (APE). Interested Native American Tribes will be notified of the survey and may accompany AECOM cultural resources specialists on the survey, if requested. AECOM assumes that the existing records search is adequate to account for the expanded APE, and no additional records search will be necessary. AECOM also assumes the pedestrian survey can be completed in 2 days, and that up to two paid Native American monitors will participate in the survey.

**Subtask 8.2 Prepare Amendment to Cultural Resources Report.** AECOM will prepare an amendment to the Cultural Resources Technical Report completed by AECOM in April 2015 to address expansion of the APE and make a finding of effect for the Reach 2B southern haul route. The report will describe methods and results of the pedestrian survey and will provide a finding of effect to identify whether the new haul route would result in significant impacts on cultural resources. AECOM assumes that no cultural resources beyond those identified during preparation of the April 2015 report will be identified. AECOM will provide an electronic version of the draft cultural resources report amendment to TRLIA for review, will incorporate comments sent to AECOM in one electronic file, and will submit an electronic copy of the final Cultural Resources Report to TRLIA. An electronic copy and hard copy of the amendment also will be submitted to USACE, as necessary.

**Subtask 8.3 Assess Biological Impacts and Prepare Agency Submittals.** AECOM biologists coordinated with HDR project engineers to refine the proposed haul route alignment to minimize potential for additional impacts on wetlands and endangered species habitat. Biologists also prepared submittals for CDFW and USFWS to address potential for the route to affect valley elderberry longhorn beetle, vernal pool invertebrates, and giant garter snake, and coordinated with agency staff and HDR engineers to identify feasible impact avoidance and minimization measures.
Subtask 8.4 Prepare CEQA Addendum and NEPA Compliance. The IS/MND that was circulated for public review in July 2015 included the previously proposed northern haul route to Reach 2B. Therefore, potential impacts associated with the southern route were not evaluated in the IS/MND. An addendum to the existing IS/MND will be prepared. AECOM will provide an electronic version of the draft Addendum to TRLIA for review, will incorporate comments sent to AECOM in one electronic file, and will submit an electronic copy of the final Addendum to TRLIA.

III. SCHEDULE

Every effort will be made to complete this scope of services by November 30, 2016. However, timing of construction monitoring is dependent on the construction schedule, which is beyond AECOM’s control.

IV. COST ESTIMATE

AECOM will complete the above tasks on a time-and-materials basis for a maximum not-to-exceed cost of $121,344, with costs by task specified below. The cost estimate is based on completion of work by November 30, 2016.

TASK 1: PREPARE EA/IS/MND: $14,938

TASK 2: PREPARE CULTURAL RESOURCES REPORT: $26,262

TASK 6: MANAGE ENVIRONMENTAL TASKS: $9,478

TASK 7: CONDUCT CONSTRUCTION-RELATED BIOLOGICAL SERVICES: $11,564

TASK 8: EVALUATE REACH 2B SOUTHERN HAUL ROUTE $32,295

TASK 1 - 8 EXPENSES: $26,807

TOTAL COST: $121,344
### COST ESTIMATE

| TASKS | Rate/Hour | Project Director | Regulatory Spec | Biologist II | Archaeol. IV | Archaeol. III | Archaeol. II | Arch Hist | Wildlife Sci | Enviro Planner | Graphic Artist | GIS Spec | Word Proc | Project Coord | Hours | Dollars |
|-------|-----------|------------------|----------------|-------------|-------------|--------------|--------------|-----------|-------------|----------------|---------------|-------------|-----------|-----------|--------------|-------|---------|
| 1.3   | 10        | 40               | 10             | 0           | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 184   | $14,926  |
| Subtotal Task 1 | 10 | 40 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 184 | $14,926 |
| 2.5   | 24        | 46               | 22             | 32          | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 174   | $15,156  |
| 2.6   | 2         | 24               | 44             | 16          | 32          | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 184   | $17,161  |
| Subtotal Task 2 | 2 | 24 | 44 | 16 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 184 | $17,161 |
| 3.2   | 12        | 24               | 0              | 0           | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 12        | 0         | 15             | 58    | $6,470   |
| Subtotal Task 3 | 12 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 15 | 58 | $6,470 |
| 7.7   | 0         | 0                | 0              | 0           | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 116   | $11,554  |
| Subtotal Task 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 116 | 0 | 0 | 0 | 116 | $11,554 |
| 9.2   | 8         | 14               | 24             | 0           | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 118   | $11,664  |
| Subtotal Task 9 | 8 | 14 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 118 | 0 | 0 | 0 | 118 | $11,664 |
| 6.1   | 6         | 12               | 20             | 54          | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 52    | $6,060   |
| 6.2   | 12        | 32               | 0              | 0           | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 52    | $6,060   |
| 6.3   | 4         | 84               | 0              | 0           | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 52    | $6,060   |
| 6.4   | 12        | 24               | 0              | 0           | 0           | 0            | 0            | 0         | 0           | 0              | 0             | 0           | 0         | 0         | 0             | 52    | $6,060   |
| Subtotal Task 8 | 12 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 0 | 0 | 0 | 52 | $6,060 |
| Total Labor Hours | 287 | 58 | 14 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 287 | 0 | 0 | 0 | 287 | $32,305 |
| Total Direct Labor Costs | $7,775 | $8,184 | $20,384 | $18,345 | $11,232 | $2,624 | $0 | $0 | $0 | $0 | $0 | $0 | $11,554 | $12,161 | $9,040 | $1,356 | $2,170 | $1,182 | $1,104 | $94,537 |

**OTHER DIRECT COSTS**

1. Printing/Other Reproduction

2. Travel

3. Material
collection

4. CEQA and Permit Fees

5. Miscellaneous

6. Other Direct Costs

**SUBCONSULTANT COSTS**

1. Environmental Study 124

2. Archaeology Native American studies

3. Total Subconsultant Costs

**TOTAL DIRECT COSTS**

$121,344

Note: This scope of services does not include time for cultural resources services anticipated to be provided by GEI (i.e., Native American Tribal consultation led by Mr. Barry Scott and benching assistance by Mr. Jesse Martinez).
November 17, 2015

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approve Amendment 18 to the existing GEI Contract for additional Professional Services

Recommended Action:
Approve Amendment 18 in the amount of $447,608 to the existing contract with GEI for additional Professional Services, to provide continuing coordination and negotiations with Native American tribal interests in the Yuba County region regarding TRLIA Projects in the Goldfields, along the Feather East Levee, and along the Western Pacific Interceptor Canal (WPIC), and authorize the Executive Director to negotiate, sign and execute the final amendment upon review by General Counsel.

Discussion:
Native American consultations are becoming a more important aspect for all construction projects in California including the ongoing TRLIA projects. TRLIA currently has multiple projects underway, (Goldfields, along the Feather East Levee, and along the Western Pacific Interceptor Canal (WPIC), which require additional effort to address Native American requests for more stringent monitoring and mitigation measures and to perform additional cultural resource field investigations. Mr. Barry Scott, RPA and Senior Archaeologist, recently with AECOM but now with GEI, has been providing tribal consultation services on several ongoing proposed TRLIA projects. TRLIA has recently contracted with AECOM to subcontract with GEI for Mr. Scott’s services through November 28, 2015.

This proposed contract with GEI will provide Mr. Scott’s services and other GEI cultural services to December 31, 2016 to support Tribal consultations on the Feather River Setback Mitigation Project, the WPIC Standard 200-Year Project, the Yuba Goldfields 200-Year Flood Risk Reduction Project, and the Yuba Goldfields 100-Year Interim Flood Protection Project. The GEI cost break out for each TRLIA project is listed below:

- Cultural Resources Consultation Services for Feather River Setback Mitigation Bank $ 80,352
- Cultural Resources Consultation Services for Western Pacific Interceptor Canal $138,312
- Cultural Resources Consultation Services for Yuba Goldfields 200-Year $188,996
- Cultural Resources Consultation Services for Yuba Goldfields 100 Year $ 39,948

Fiscal Impact:
This amendment would increase the GEI contract by an amount not to exceed $447,608 for services on a time and expenses basis, which brings the GEI contract amount to $23,510,613. The
work proposed for WPIC ($138,312) would be accomplished using State funds (70% state share) via the UYLIP EIP funding agreement. The work proposed for the Feather River Setback Mitigation Bank ($80,352) would be accomplished using state funds (100% state share) via the FESSRO funding agreement. The work proposed for the 200-yr Goldfields Projects ($188,996) would be accomplished using state funds (81% state share) via the anticipated state UFFR funding agreement. The work proposed for the 100-yr Goldfields Projects ($39,948) would be accomplished using 100% local funds.

Attachments:
1. GEI additional scope of work, November 11, 2015
2. GEI 18th Contract Amendment
November 11, 2015
050115

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

Re: Agreement for Professional Services on Three Rivers Levee Improvement Authority’s Phase 4 Feather River Levee Repair Project – Request for Amendment No. 18

Dear Mr. Brunner:

In follow up to recent conversations with you, the purpose of this letter is to present a proposed scope of work and budget for cultural resource support for TRLIA’s levee repair program for approximately 1 year. The currently identified cultural resource work items are described below and will be managed by Barry Scott in our Rancho Cordova office. The cost estimates for these additional work items are included in Attachment 1. In summary, we estimate that a net budget increase of $447,608 is needed to complete the four separate work items described below.

At this point, it is difficult to estimate the level of effort for cultural resources work given the uncertain timing of project implementation. GEI has made a best faith effort at estimating the level of effort and budget for the next year for the individual project areas. However, the scope of work is fluid and subject to change and therefore, we would like to retain flexibility to transfer budget between tasks as the project needs evolve.

**Task 1: Cultural Resources Consultation Services for Yuba Goldfields 100-Year Project**

GEI will provide cultural resources consultation services pertaining to the Yuba Goldfields 100-year project. Activities are expected to include:

- Compliance with the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA) to potentially implement mitigation measures, or conduct further studies
- Conduct an archaeological pedestrian survey of up to approximately 40 acres
- Conduct Native American consultation
- Attend up to two project meetings and four conference calls and perform other cultural resources services as directed by TRLIA
- Prepare a draft and final cultural resources memorandum

**Deliverables:**
- Draft and final Cultural Resource Memorandum

**Key Assumptions:**
- For budgeting purposes we have assumed two meetings and four conference calls
- Cultural resource evaluation, mitigation, or data recovery are not required at this time
- A built environment survey is not included

**Task 2: Cultural Resources Consultation Services for Western Pacific Interceptor Canal**

GEI will provide cultural resources consultation services pertaining to the Western Pacific Interceptor Canal project. Activities are expected to include:
- Compliance with CEQA and Section 106 of the NHPA to determine appropriate CEQA compliance document
- Conduct Native American consultation
- Retain services of Native American monitors for up to 20 person days of monitoring at 10 hours a day, through a subagreement to be executed between GEI and AEROTEK
- Assist in implementation (one GEI archaeologist) of an archaeological trenching program to be conducted by an AECOM geoarchaeologist in accordance with an existing geoarchaeological trenching plan. (AECOM work to be conducted under separate existing contract between AECOM and TRLIA.)
- Conduct archaeological monitoring for up to 20 person days of monitoring at 10 hours a day
- Conduct additional limited exploratory excavation of up to two cubic meters if necessary during project construction in the event of a discovery
- Prepare a draft and final cultural resources memorandum in the event of a discovery
- If needed, coordinate with the U.S. Army Corps of Engineers concerning any archaeological discovery
- Attend two project meetings and four conference calls and perform other cultural resources services as directed by TRLIA.

**Deliverables:**
- Draft and final trenching report
- Draft and final Cultural Resources Memorandum if needed in the event of a discovery
Key Assumptions:
- For budgeting purposes we have assumed two meetings and four conference calls
- Cultural resource evaluation, mitigation, or data recovery are not required at this time
- Native American and archaeological monitoring up to 20 person days and up to 10 hours per day, through a subagreement to be executed between GEI and AEROTEK
- Up to 2 field days for monitoring no more than 9 trenches
- Limited exploratory excavation of up to 2 cubic meters
- A built environment survey is not included

Task 3: Cultural Resources Consultation Services for Feather River Setback Mitigation Bank

GEI will provide cultural resources consultation services pertaining to the Feather River Setback Mitigation Bank project. Activities are expected to include:
- Compliance with CEQA and revisions to mitigation measures
- Conduct Native American consultation and coordination of Native American survey
- Retain services of Native American monitors/surveyors for up to 10 person days of monitoring at 10 hours a day, through a subagreement to be executed between GEI and AEROTEK
- Conduct additional limited exploratory excavation of up to two cubic meters if necessary during project construction in the event of a discovery
- Attend four conference calls and perform other cultural resources services as directed by TRLIA

Deliverables:
- Draft and final Cultural Resource Memorandum if needed in the event of a discovery

Key Assumptions:
- For budgeting purposes we have assumed up to four conference calls
- Cultural resource evaluation, mitigation, or data recovery are not required at this time
- Native American and archaeological monitoring up to 10 person days and up to 10 hours per day, through a subagreement to be executed between GEI and AEROTEK
- Limited exploratory excavation of up to 2 cubic meters
- Compliance with the U.S. Army Corps of Engineers Section 106 Regulation is not included
- A built environment survey is not included
Task 4: Cultural Resources Consultation Services for Yuba Goldfields 200-Year Project

GEI will provide cultural resources consultation services pertaining to the Yuba Goldfields 200-year project. Activities are expected to include:

- Compliance with CEQA and Section 106 of the NHPA to implement mitigation measures
- Conduct a pedestrian archaeological survey of up to approximately 270 acres
- Conduct Native American consultation and coordination of Native American participation in technical studies
- Retain services of firms (Tremaine and Far Western) to conduct a ground-penetrating radar study and a desktop geoarchaeological study
- Retain services of Native American monitors/surveyors for up to 10 person days of monitoring/surveying at 10 hours a day, through a subagreement to be executed between GEI and AEROTEK
- Attend up to two project meetings and six conference calls and perform other cultural resources services as directed by TRLIA

Deliverables:
- Draft and final archaeological survey report

Key Assumptions:
- For budgeting purposes we have assumed up to two project meetings and six conference calls
- Cultural resource evaluation, mitigation, or data recovery are not required at this time
- Native American and archaeological monitoring up to 10 person days and up to 10 hours per day, through a subagreement to be executed between GEI and AEROTEK
- A built environment survey is not included

In discussions between Dan Wanket and Paul Brunner, GEI as agreed to use 2013 billing rates for this work. In addition, GEI has reduced the mark-up on subcontracts to 10%. The GEI fee schedule is included in Attachment 2.

The scope and budget adjustments contained herein represent our best estimate at this time to perform the activities discussed above. In the event that an unforeseen task not included in this scope of work exceeds the hours provided in the scope and budget, GEI will communicate the changes to TRLIA and develop a scope and budget for the additional work. With this said, we strive to conduct our work as efficiently as possible. We will manage our efforts and strive to keep actual costs under the approved budget.

We are pleased with the opportunity to continue working with you and your staff on this vitally important project. Please call me or Dan Wanket if you have any questions.
Sincerely,
GEI Consultants,

[Signature]

Alberto Pujol, P.E., G.E.
Project Manager

Attachments 1 and 2

CC: Larry Dacus and Ric Reinhardt (TRLIA/MBK Engineers)
    Dan Wanket and Barry Scott (GEI Consultants)
Attachment 1

Cost Estimate Tables
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<th>Work Item</th>
<th>Estimated Cost for Out-of-Scope Items</th>
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Notes:
1) GEI Standard 2013 rate, adjusted to reduce subcontractor and expense markup to 10%
### Table 2

#### Three Rivers Levee Improvement Project

**Cost Estimate Detail for Amendment No. 18**

*11/11/2015*

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Adm' = Administration
Attachment 2

GEI Fee Schedule
FEE SCHEDULE

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These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of $10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

Fee Schedule 2013
AMENDMENT NO. 18

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PHASE 4 FEATHER RIVER LEVEE REPAIRS
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
BOOKMAN-EDMONSTON/GEI CONSULTANTS

THIS 18th AMENDMENT TO AGREEMENT is made effective ____________,
by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-
Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Contractor"), who
agree as follows:

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

1.1. Effective December 13, 2005, the parties entered into the Agreement for
Professional Services relating to TRLIA’s Phase 4 Feather River Levee project with a contract value of $1,439,400.

1.2. Effective April 25, 2006, the parties entered into Amendment No. 1 to the
Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Levee Repair design in the amount of $3,082,240 for a total contract
value of $4,521,640.

1.3. Effective June 27, 2006, the parties entered into Amendment No. 2 to the
Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Levee Repair design in the amount of $32,700 for a total contract value
of $4,554,340.

1.4. Effective October 30, 2006, the parties entered into Amendment No. 3 to the
Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Levee Repair design in the amount of $262,500 for a total contract value
of $4,816,840.

1.5. Effective January 16, 2007, the parties entered into Amendment No. 4 to the
Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Levee Repair design in the amount of $115,000 for a total contract value
of $4,931,840.

1.6. Effective April 3, 2007, the parties entered into Amendment No. 5 to the
Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Setback Levee design in the amount of $5,860,244 for a total contract value of $10,792,084.

1.7. Effective September 18, 2007, the parties entered into Amendment No. 6 to
the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Setback Levee design in the amount of $1,963,660 for a total contract value of $12,755,744.
1.8. Effective April 15, 2008, the parties entered into Amendment No. 7 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $636,300 for a total contract value of $13,392,044.

1.9. Effective June 17, 2008, the parties entered into Amendment No. 8 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $5,671,000 for a total contract value of $19,063,044.

1.10. Effective September 8, 2008, the parties entered into Amendment No. 9 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $358,200 for a total contract value of $19,421,244.

1.11. Effective November 18, 2008, the parties entered into Amendment No. 10 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $536,764 for a total contract value of $19,958,008.

1.12. Effective July 9, 2009, the parties entered into Amendment No. 11 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $829,986 for a total contract value of $20,787,994.

1.13. Effective May 18, 2010, the parties entered into Amendment No. 12 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $860,948 for a total contract value of $21,648,942.

1.14. Effective May 17, 2011, the parties entered into Amendment No. 13 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $668,980 for a total contract value of $22,317,922 and to extend the contract termination date to December 31, 2013.

1.15. Effective December 18, 2012, the parties entered into Amendment No. 14 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $433,813 for a total contract value of $22,751,735.

1.16. Effective January 21, 2013, the parties entered into Amendment No. 15 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Improvement Project to extend the contract termination date to December 31, 2014.

1.17. Effective February 15, 2014, the parties entered into Amendment No. 16 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Improvement Project to extend the contract termination date to December 31, 2016.

1.18. Effective May 19, 2014, the parties entered into Amendment No. 17 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Improvement Project in the amount of $311,270 for a total contract value of $23,063,005.
1.19. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.

2. **Eighteenth 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 B-E/GEI, dated December 13, 2005) is amended to expand the scope of work as described by letter dated November 11, 2015 (Exhibit A) to address additional project requirements for the Feather River Levee Repair Project.

2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended by the attached Exhibit A to include the additional amount of $447,608 for a total contract of $23,510,613.

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

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY OF YUBA COUNTY

BOOKMAN-EDMONSTON, A DIVISION OF GEI CONSULTANTS, INC.

Paul G. Brunner
Executive Director

Stephen Verigin
Senior Vice President

ATTEST:
DONNA STOTTLEMeyer
SECRETARY, THREE RIVERS

APPROVED AS TO FORM:
SCOTT L. SHAPIO
GENERAL COUNSEL, TRLIA
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
APPLICATION TO FILL VACANCY

APPLICANT NAME: Donald Schrader
MAILING ADDRESS: 
PHYSICAL ADDRESS: Marysville CA
TELEPHONE: 530 682 0674
OCCUPATION/PROFESSION: Retired

REASONS YOU WISH TO serve on this body:
I am interested in providing flood protection for all of Yuba County

QUALIFICATION FOR THIS WORK:
Worked with 784 during the time I represented that area as Supervisor during and after the 1997 flood

SERVICE: Have worked with District 10 Levee District for the past 20 years

LIST PAST AND CURRENT POSITIONS:
Yuba County Planning Commission 6 years, Yuba County Supervisor for 12 years. Currently Chair of

PUBLIC POSITIONS HELD: Chair of Work Investment Board

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature: Donald Schrader  
Date: 8-9-15

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
☐ EXISTING VACANCY ON ABOVE-MENTIONED BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.
☐ APPLICANT APPOINTED: 
☐ OTHER:

RECEIVED AUG 10 2015
The County of Yuba

Application for Board/Commission/Committee
Appointed by the Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

RECEIVED
JUN 3 2015

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE: Three Levees Improvement Authority

<table>
<thead>
<tr>
<th>APPLICANT NAME:</th>
<th>Donald Schrader</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS - (Street/P.O. Box, City, Zip):</td>
<td>Marysville CA 95901</td>
</tr>
<tr>
<td>PHYSICAL ADDRESS (Street, City, Zip):</td>
<td>SAME</td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td>HOME: [Redacted] WORK: [Redacted]</td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>OCCUPATION/PROFESSION:</td>
<td>Retired</td>
</tr>
</tbody>
</table>

| REASONS YOU WISH TO SERVE ON THIS BODY: | Support counties effort to improve levees |
| QUALIFICATIONS: | Board member when the levee failed in 1997 |

LIST PAST AND CURRENT PUBLIC POSITIONS HELD:
6 years on the county Planning Commission
12 Years on the Board of Supervisors

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? □ YES □ NO

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature: Donald Schrader
Date: 6-2-2015

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
☐ APPLICANT APPOINTED: ____________________________
☐ OTHER: ________________________________________

Rev 07/12
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
APPLICATION TO FILL VACANCY

APPLICANT NAME: Edward Ritchie
MAILING ADDRESS: Loma Rica 95921
PHYSICAL ADDRESS: 
TELEPHONE: HOME: WORK: 
OCCUPATION/PROFESSION: Professional Trades Person

REASONS YOU WISH TO SERVE ON THIS BODY: I believe my 35 year construction exp would be helpful and service to community
QUALIFICATION FOR THIS SERVICE: 35 years heavy construction exp
LIST PAST AND CURRENT PUBLIC POSITIONS HELD: Currently District Representative Operating Engineer

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE ____________________________ DATE 8/11/2015

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:
CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

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☐ EXISTING VACANCY ON ABOVE-MENTION BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.
☐ APPLICANT APPOINTED: ___________________________________________________________________
☐ OTHER: ____________________________________________________________________
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
APPLICATION TO FILL VACANCY

APPLICANT NAME: ENRIQUE RAMIREZ
CLERK/BOARD OF SUPERVISORS

MAILING ADDRESS: [Redacted]

PHYSICAL ADDRESS: 1234 STREET, MARYSVILLE, CA. 95901

TELEPHONE: HOME: [Redacted] WORK: [Redacted]

OCCUPATION/PROFESSION: CONSTRUCTION

REASONS YOU WISH TO SERVE ON THIS BODY: I would like to help the levees; they protect us.

QUALIFICATION FOR THIS SERVICE: I have knowledge of construction.

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: In the past, member of the [Redacted] Association, Brooklyn, NY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ENRIQUE RAMIREZ

DATE: AUGUST 11TH, 2015

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

THESE SECTIONS FOR OFFICE USE ONLY

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☐ EXISTING VACANCY ON ABOVE-MENTIONED BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.

☐ APPLICANT APPOINTED: ______________________________

☐ OTHER: ______________________________
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
APPLICATION TO FILL VACANCY

Clerk/Board of Supervisors

APPLICANT NAME: Dale L. Whitmore
MAILING ADDRESS: [Redacted] Marysville CA 95901
PHYSICAL ADDRESS: Same
TELEPHONE:
HOME: [Redacted] WORK: [Redacted]

OCCUPATION/PROFESSION:
REASONS YOU WISH TO SERVE ON THIS BODY: See 3 attached sheets
QUALIFICATION FOR THIS SERVICE: See 3 attached sheets
LIST PAST AND CURRENT PUBLIC POSITIONS HELD: See 3 attached sheets

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dale L. Whitmore
SIGNATURE

Sept 2, 2015
DATE

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

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☐ EXISTING VACANCY ON ABOVE-MENTIONED BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.

☐ APPLICANT APPOINTED:

☐ OTHER:
Attachment to the Three Rivers Levee Improvement Authority Application to Fill Vacancy

Applicant Name: Dale L. Whitmore

Occupation: Retired Wildlife Biologist

Education: Bachelor of Science degree in Wildlife Biology from the University of California at Davis

U.S. Marine Corps Veteran – Proudly served in Okinawa

1. REASONS YOU WISH TO SERVE ON THE COMMISSION

A. I have spent my life in public service and wish to continue in that service

B. I want to see the goal reached to provide 200 year flood protection to Yuba County levees.

2. QUALIFICATION FOR THIS SERVICE

A. I have had a strong interest in levee management since I moved to this area in 1984. Tens of thousands of residents in Yuba and Sutter Counties live in a floodplain which is regularly threatened by flood water. The Linda Levee Break of 1986 and the resulting Paterno Decision, means that public flood protection agencies must continue to provide the best flood protection possible.

B. In my role as the Department of Fish and Wildlife manager of the Feather River Wildlife Area, I encouraged the Corps of Engineers and Levee District 1 to remove clay material from the O’Connor Lakes Wildlife Area for several levee projects. Removing the clay material from the wildlife area not only saved taxpayer dollars but was removed in such a way that it was a wildlife enhancement project. High water refugia islands, watering holes, and more habitat edge were created to benefit the wildlife.

3. LIST PAST AND CURRENT PUBLIC POSITIONS HELD:

A. Marysville City Councilman – 2010-

a. Ellis Lake in Marysville – I have taken a very active role in improving the management and maintenance of the lake and surrounding grounds for the past 4 years.

b. Yuba County Historical Commission – Took an active role in creating the Historical Commission for the purpose of recording
the plaques, memorials and other historical information in Yuba County.

c. Marysville Kiwanis Jim Watson Memorial Catfish Derby
   Coordinator for the past 4 years. Initiated the Rainbow Trout Tubs
   in 2013 as a new feature for the fishing derby.

d. Boy Scouts – I have assisted a least a dozen Eagle Scouts earn
   their Eagle Scout Award with the building of wood duck, bat, tree
   swallow, barn owl, and catfish boxes. One scout also built a half
   mile of cattle fence to improve deer habitat.

B. Wildlife Biologist for the California Department of Fish and Wildlife
   – 37 years. Thirty of my 37 years have been working for the sportsmen
   and wildlife in Yuba and Sutter Counties

a. Yuba County Fish and Game Commission – 22 years as the
   California Department of Fish and Wildlife, Wildlife Biologist,
   and/or volunteer since the commission’s inaugural meeting in
   1992. I have attended nearly all of the meetings. I was appointed
   to the Yuba County Fish and Game Commission in March 2012
   but resigned a month later due to a conflict of interest with my
   employment as a Department of Fish and Wildlife employee.

b. Sutter County Fish and Game Commission - 30 years as the
   California Department of Fish and Wildlife, Wildlife Biologist,
   and/or volunteer since 1984. I have attended nearly all of the
   meetings.

c. Nelson Slough Junior/Women’s Pheasant Hunt Leader and
   volunteer for 24 of the past 26 years.

d. University of California Field Station at Browns Valley Junior
   Turkey Hunt Leader for the past 19 years.

e. Wildlife Habitat Improvement Projects:
   I have lead volunteers on many fence building, wood duck box, bat
   box, tree swallow box, fish habitat improvement using Christmas
   trees, and wildlife area cleanup projects on state wildlife areas.
   Habitat improvement and land acquisition are very important for
   the preservation of wildlife, and hunting/fishing as cultural
   activities.
f. **Wildlife Area Creations and Additions:**

Daugherty Hill Wildlife Area – Yuba County – Major role in the creation and management of this 6500+ acre wildlife area and the adjoining 2700+ acre conservation easement.

Feather River Wildlife Area – Yuba and Sutter Counties – Major role in the management and the addition of 1600 acres to this 2600 acre wildlife area.

Fremont Weir Wildlife Area – Yolo and Sutter Counties – Major role in the management and the addition of 1300 acres to this 1500 acre wildlife area.

*Dale L. Whitmore*

Dale L. Whitmore