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

I ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez

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

A. Approve meeting minutes of July 17, 2018.

IV ACTION ITEMS

A. Approve amendment with HDR Inc., to extend contract termination date, and authorize Executive Director to execute.

B. Approve Amendment No. 15 to agreement with Bender Rosenthal, Inc. for Real Estate/Right of Way consulting services, and authorize Executive Director to execute.

C. Approve contract with George Sills Geotechnical Engineering Consultant, LLC for engineering consulting services, and authorize Executive Director to execute.

D. Approve amendment to agreement with David T. Williams & Associates, Engineers, LLC for engineering services, and authorize Executive Director to execute.

E. Approve contract amendment with Sage Engineers Inc., for engineering services, and authorize Executive Director to execute.

V CLOSED SESSION

1. Conference with Legal Counsel – Pending litigation pursuant to Government Code §54956.9. Richard G. Wilbur vs TRLIA (Yuba County Superior Court Case No. CVPT 18-000798)

VI BOARD AND STAFF REPORTS

VII ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, 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 of Directors less than 72 hours prior to the meeting are available for public inspection 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.
Call to order 2:05 p.m. with a quorum being present as follows: Directors Sarbdeep Atwal, Gary Ledbetter, and Andy Vasquez. Directors Rick Brown and Doug Lofton were absent. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Rachel Ferris. Chair Atwal presided.

I ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez – Director Brown and Lofton absent

II PUBLIC COMMUNICATIONS: None.

III CONSENT AGENDA

MOTION: Move to approve Consent Agenda
MOVED: Andy Vasquez SECOND: Gary Ledbetter
AYES: Sarbdeep Atwal, Gary Ledbetter, Andy Vasquez
NOES: None ABSTAIN: None ABSENT: Rick Brown, Doug Lofton

A. Approve meeting minutes of June 19, 2018 and Special Meeting June 26, 2018. Approved as written

IV ACTION ITEMS

A. Receive June 2018 annual report of Adequate Progress towards Urban Level of Flood Protection; direct a copy transmitted to the Central Valley Flood Protection Board, and make report available for public inspection as required by SB 5. Executive Director Paul Brunner recapped report including:
   200 year plan achieved by 2025
   ♦ County adopted plan in June 2016
   ♦ Yearly Progress Report requirement
   ♦ Projects identified as:
     ○ Western Pacific Interceptor Canal
     ○ Goldfields

   Financial Manager Seth Wurzel responded to inquiries relating to annual report progress findings.

   MOTION: Move to approve report, direct a copy transmitted to the Central Valley Flood Protection Board, and make report available for public inspection as required by SB5
MOVED: Andy Vasquez SECOND: Gary Ledbetter
AYES: Sarbdeep Atwal, Gary Ledbetter, Andy Vasquez
NOES: None ABSTAIN: None ABSENT: Rick Brown, Doug Lofton

V CLOSED SESSION: The Board retired into closed session at 2:15 p.m. and returned at 2:38 p.m. with all members present as indicated above, there was nothing to report.

1. Conference with Legal Counsel – Pending litigation pursuant to Government Code §54956.9. Richard G. Wilbur vs TRLIA (Yuba County Superior Court Case No. CVPT 18-000798)
2. Conference with Legal Counsel – Anticipated litigation significant exposure to litigation pursuant to Government Code paragraph (2) of subdivision (d) of Section 54956.9 – One Case

VI BOARD AND STAFF REPORTS

Community Facilities Districts Annual Tax Reports for Fiscal Year 2018-2019 Financial Manager Seth Wurzel recapped formation process, bonds, and advanced funding agreement program.
  - Total Annual Levies for CFD 2006-1 and CFD 2006-2
  - Tax Ranges for CFD 2006-1 $545 - $1,787 and CFD 2006-2 $604 - $2,525 per unit
  - Use of Special Taxes

Director Paul Brunner (49:30) discussions on how to finalize efforts continue.
  - WPIC progress on punch list of items has been satisfied
  - RD 784 Budget

VII RECESS: The Board recessed at 2:54 p.m. and returned at 3:05 p.m.

VIII FINAL BUDGET HEARING FISCAL YEAR 2018-2019

A. Executive Director: Present overview and recommendations for Fiscal Year 2018-2019 Final Budget, Executive Director Paul Brunner recapped recommendations, including updates to reflect changes to assessment levies in Community Facilities District 2006-1 and 2006-2, and an increase to the TRLIA Benefit Assessment District for operations and maintenance.

Chair Atwal opened the public hearing. No one came forward.

MOTION: Close the Public Hearing and approve Final Budget for Fiscal Year 2018-2019
MOVED: Andy Vasquez SECOND: Gary Ledbetter
AYES: Sarbdeep Atwal, Gary Ledbetter, Andy Vasquez
NOES: None ABSTAIN: None ABSENT: Rick Brown, Doug Lofton

VIII ADJOURN: 3:14 p.m.

__________________________________________
Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

__________________________________________
Approved: __________________________
August 21, 2018

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approve Contract Amendment with HDR Inc, for Engineering Services for Three Rivers Levee Improvement Authority

**Recommended Action:**
Approve contract amendment with HDR Inc, to extend contract termination date; and authorize the Executive Director to sign and execute the contract amendment once General Counsel has reviewed and approved.

**Discussion:**
HDR continues to provide engineering services to TRLIA for the Western Pacific Interceptor Canal 200-Year Standard Project (WPIC Project) and the Goldfields Project. Services on the WPIC Project are anticipated to end in 2019. Services for the Goldfields Project will continue through design and construction which is anticipated to be complete in 2021. This contract amendment extends the contract termination date to December 31, 2021. There is no change to the contract fee.

**Fiscal Impact:**
None.

**ATTACHMENT**

1. Amendment with HDR Inc.
TWENTY-FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND HDR ENGINEERING, INC.

THIS TWENTY-FIRST AMENDATORY AGREEMENT is made and entered into this ___ day of _______ 2018, by and between the Three Rivers Levee Improvement Authority, ("TRLIA"), a California Joint Powers Authority, and HDR Engineering, Inc. ("CONSULTANT").

WHEREAS, TRLIA and CONSULTANT entered into an agreement on December 13, 2005 to provide professional services for Engineering Design and Environmental Studies for Phase 4 Leves Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006), and FEMA Certification of Contract Work ("Agreement");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased the maximum not to exceed contract fee from $2,580,038 by $118,955 to $2,698,993; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased the maximum not to exceed contract fee from $2,698,993 by $117,649 to $2,816,642; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006, increased the maximum not to exceed contract fee from $2,816,642 by $651,193 to $3,537,835; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed October 16, 2007, increased the maximum not to exceed contract fee from $3,537,835 by $280,000 to $3,817,835; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed August 5, 2008, increased the maximum not to exceed contract fee from $3,817,835 by $954,524 to $4,772,359; and

WHEREAS, a SIXTH AMENDATORY AGREEMENT, executed September 9, 2008, extended the time of services rendered to December 31, 2009; and

WHEREAS, a SEVENTH AMENDATORY AGREEMENT, executed May 12, 2009, increased the maximum not to exceed contract fee from $4,772,359 by $2,416,874 to $7,189,233 and extended the time of services rendered to December 31, 2010; and

WHEREAS, an EIGHTH AMENDATORY AGREEMENT, executed September 15, 2009 increased the maximum not to exceed contract fee from $7,189,233 by $155,846 to $7,345,079; and

WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the maximum not to exceed contract fee from $7,345,079 by $1,473,064 to $8,818,143; and

WHEREAS, a TENTH AMENDATORY AGREEMENT, executed August 12, 2011 increased the maximum not to exceed contract fee from $8,818,143 by $162,879 to $8,981,022; and

WHEREAS, an ELEVENTH AMENDATORY AGREEMENT, executed October 18, 2011 increased the maximum not to exceed contract fee from $8,981,022 by $636,668 to $9,617,690; and

WHEREAS, a TWELFTH AMENDATORY AGREEMENT, executed February 21, 2012 increased the maximum not to exceed contract fee from $9,617,690 by $50,000 to $9,667,690 and extended the contract date to December 31, 2013; and
WHEREAS, a THIRTEENTH AMENDATORY AGREEMENT, executed September 18, 2012 increased the maximum not to exceed contract fee from $9,667,690 by $59,762 to $9,727,452; and.

WHEREAS, a FOURTEENTH AMENDATORY AGREEMENT, executed October 24, 2012 increased the maximum not to exceed contract fee from $9,727,452 by $29,873 to $9,757,325; and

WHEREAS, a FIFTEENTH AMENDATORY AGREEMENT, executed May 7, 2013 increased the maximum not to exceed contract fee from $9,757,325 by $625,084 to $10,382,409; and

WHEREAS, a SIXTEENTH AMENDATORY AGREEMENT, executed January 21, 2014 extended the Termination Date of the Agreement to December 31, 2014; and

WHEREAS, a SEVENTEENTH AMENDATORY AGREEMENT, executed October 21, 2014 increased the maximum not to exceed contract fee by $725,777 from $10,382,409 to $11,109,186, and extended the Termination Date of the Agreement to December 31, 2015; and

WHEREAS, a EIGHTEENTH AMENDATORY AGREEMENT, executed December 15th, 2015 extended the Termination Date of the Agreement to December 31, 2017; and

WHEREAS, a NINETEENTH AMENDATORY AGREEMENT, executed April 19th, 2016 increased the maximum not to exceed contract fee by $1,533,361 from $11,109,186 to $12,642,547; and.

WHEREAS, a TWENTIETH AMENDATORY AGREEMENT, executed June 5, 2017 increased the maximum not to exceed contract fee by $690,231 from $12,642,547 to $13,332,778; increased the time of services rendered to May 31, 2018; and extended the Termination Date of the Agreement to May 31, 2018; and

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; and

WHEREAS, TRLIA and CONSULTANT desire to amend Agreement;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Article 2 of the AGREEMENT shall be amended to extend the Termination Date of the Agreement to December 31, 2021.

2. ATTACHMENT A, Provision A.2 of the Agreement shall be revised extend the time of services rendered to December 31, 2021.

All other terms and conditions contained in AGREEMENT shall remain in full force and effect.

This Amended agreement is hereby executed on this _____ day of ______________, 2018.
THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ATTEST:

Rachel Ferris
Clerk of the Board

HDR ENGINEERING, INC.

Holly Kennedy
Vice President

APPROVED AS TO FORM:

[Signature]

Andrea P. Clark
General Counsel
August 21, 2018

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

SUBJECT: Approve Amendment 15 to Bender Rosenthal, Inc. (BRI) for Real Estate/Right of Away Consulting Services

Recommended Action:
Approve Amendment 15 to the current contract with BRI which extends the contract to June 30, 2020 and adds $220,000 to the current contract for Right of Way consulting services for the TRLIA 200-year UFRR Goldfields Project and authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

Background:
BRI was retained by TRLIA to provide Right of Way consulting services in March 2005. BRI has performed these services for the entire TRLIA program through previous contract amendments. In 2017 TRLIA amended the BRI contract (14th Amendment) to add the Goldfields Right of Way work to their contract; but no additional dollars were added at that time.

Discussion:
To accomplish the 200-Year Goldfields Flood Protection project, TRLIA needs to acquire Right of Way as required in the DWR/TRLIA Urban Flood Risk Reduction (UFRR) Funding Agreement. Via the BRI 14th contract amendment BRI began providing the required Right of Way services. For TRLIA to finish the 200-year project the BRI contract needs to be amended and extended to include tasks outlined in Exhibit A (attached). Also, included in this amendment is additional funding to complete the EIP Feather River and UYLIP Right of Way work; see Exhibit A for tasks. The additional funding breakout by project percentage is: Goldfields 86%, UYLIP 11%, and Feather River (3%). The amendment extends the current BRI contract to June 30, 2020.

The BRI Right of Way work under this task will not deal with mining activities. The TRLIA Board retained (via separate contract) Harold W. Bertholf, Inc. for real estate mining appraisal services specifically for aggregate and mineral as related to the 200-year TRLIA Goldfields project.

Fiscal Impact:
This is a time and material contract and can be terminated at any time, with TRLIA only obligated to pay for the work completed at the time of termination. The estimated fee for this amendment is
$220,000. The work being performed is part of the Goldfields 200-Year Project and therefore cost shared with the state (85% state/15% local).

ATTACHMENT

1. Proposed BRI Amendment 15
FIFTEENTH
AMENDMENT TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
BENDER ROSENTHAL, INC.

THIS FIFTEENTH AMENDATORY AGREEMENT is made and entered into this day of
_______ 2018 by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
("TRLIA"), a Joint Powers Authority, and BENDER ROSENTHAL, INC. ("CONSULTANT")

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide basic services dated
March 1, 2005, ("AGREEMENT");

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement, to provide
basic services dated March 1, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the second Amendatory Agreement to
provide basic services dated May 16, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the third Amendatory Agreement to provide
basic services dated September 26, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the fourth Amendatory Agreement to
provide basic services dated January 16, 2007.

WHEREAS, TRLIA and CONSULTANT entered into the fifth Amendatory Agreement to provide
basic services dated February 6, 2007.

WHEREAS, TRLIA and CONSULTANT entered into the sixth Amendatory Agreement to provide
basic services dated March 27, 2007.

WHEREAS, TRLIA and CONSULTANT entered into the seventh Amendatory Agreement to
provide basic services dated August 19, 2008.

WHEREAS, TRLIA and CONSULTANT entered into the eighth Amendatory Agreement to
provide basic services dated June 16, 2009.

WHEREAS, TRLIA and CONSULTANT entered into the ninth Amendatory Agreement to
provide basic services dated February 15, 2011.

WHEREAS, TRLIA and CONSULTANT entered into the tenth Amendatory Agreement to provide
basic services dated February 10, 2012.
WHEREAS, TRLIA and CONSULTANT entered into the eleventh Amendatory Agreement to provide basic services dated December 18, 2012.

WHEREAS, TRLIA and CONSULTANT entered into the twelfth Amendatory Agreement to provide basic services dated April 1, 2014;

WHEREAS, TRLIA and CONSULTANT entered into the thirteenth Amendatory Agreement to extend the term of the Agreement to June 30, 2018;

WHEREAS, TRLIA and CONSULTANT entered into the fourteenth Amendatory Agreement to include additional scope of work in support of the Goldfields levee segment dated February 7, 2017;

WHEREAS, Provision B.1 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. Article A.1 of the AGREEMENT shall be revised to include the scope of work as provided on Exhibit A (attached).

2. Article 4 and Provision B.1 of the AGREEMENT shall be revised to increase the price ceiling for basic services by $220,000 from $5,697,891 to $5,917,891.

3. Article 2 of the AGREEMENT shall be revised to extend the “TERM” of the agreement to June 30, 2020.

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 ________, 2018.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

By: ____________________________
    Paul G. Brunner, Executive Director

BENDER ROSENTHAL, INC.

By: ____________________________
    Brenda Schimpf, Vice-President

ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD

APPROVED AS TO FORM:
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
GENERAL COUNSEL

__________________________
ANDREA P. CLARK
EXHIBIT A
SCOPE OF WORK

Feather River Setback Area
- Continue working with DWR and TRLIA to process the transfer of the Feather River Setback area. This effort includes attendance and coordination meetings, reviewing documents, coordination with the Title Company and responding to inquiries related to acquisition documents.
- Continue working with DWR and TRLIA to complete the processing of the four (4) remaining Final Accounting Packages.
- Continue to provide information and updates in the Quarterly Reports and Quarterly Work Plan

Upper Yuba River Levee Improvement Program
- Continue working with DWR and TRLIA to process the transfer of the Feather River Setback area. This effort includes attendance and coordination meetings, reviewing documents, coordination with the Title Company and responding to inquiries related to acquisition documents.
- Continue working with DWR and TRLIA to complete the processing of the fourteen (14) remaining Final Accounting Packages.
- Continue to provide information and updates in the Quarterly Reports and Quarterly Work Plan

Goldfields 200-year project
- Prepare appraisals for 2 partial acquisitions
- Provide appraisal updates for up to 6 parcels
- Provide acquisition services for up to 8 parcels
- Provide relocation assistance for up to 6 residences
- Provide coordination services with DWR as needed
- Provide condemnation support as needed
- Prepare Quarterly Reports and Workplans
- Prepare Real Estate Plan and updates as needed
- Obtain Permits to Enter for studies as needed
- Prepare Final Accounting Packages for each Acquisition and Relocation
### Three Rivers Amendment Proposal

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<th>Task</th>
<th>Hours</th>
<th>Rate</th>
<th>Units</th>
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<td>UYLIP and WPIC - PM Time; 4 hours/month for 24 months</td>
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August 21, 2018

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approve Contract with George Sills Geotechnical Engineering Consultant, LLC for Engineering Services for Three Rivers Levee Improvement Authority

Recommended Action:
Approve contract with George Sills Geotechnical Engineering Consultant, LLC. for engineering consulting services; and authorize the Executive Director to sign and execute the contract once General Counsel has reviewed and approved.

Discussion:
Mr. Sills is an expert in geotechnical engineering. He previously provided engineering services to TRLIA for the evaluation of the Goldfields as high ground. This new contract provides for his services as an independent external peer review panel member for Goldfields Project. A future amendment for ULDC certification is anticipated upon completion of the Goldfields Project.

Fiscal Impact:
The estimated fee for services is $11,500. All the costs of this effort will be paid by the State per the Goldfields project funding agreement.

ATTACHMENT

1. Contract with George Sills Geotechnical Engineering Consultant, LLC
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for professional services ("Agreement") is made as of the Agreement Date set forth below by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and GEORGE SILLS GEOTECHNICAL CONSULTANT, L.L.C., the "CONSULTANT".

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: August 21, 2018

Termination Date: December 31, 2020

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

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.
3. **PAYMENT.**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in the manner specified in Attachment "B".

4. **FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.**

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

5. **GENERAL PROVISIONS.**

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

6. **DESIGNATED REPRESENTATIVES.**

Paul G. Brunner, Executive Director, is the representative of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. George L. Sills is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

7. **ATTACHMENTS.**

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - General Provisions
8. **TERMINATION.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on __________________________, 2018.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GEORGE SILLS GEOTECHNICAL ENGINEERING CONSULTANT, L.L.C

______________________________  ________________________________
Paul G. Brunner, P.E.  George L. Sills, P.E.
Executive Director

ATTEST:  APPROVED AS TO FORM:

______________________________  ________________________________
Rachel Ferris,  Andrea P. Clark
Clerk of the Board  General Counsel

Andrea P. Clark

Page 3 of 3.
A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are described in the Scope of Work titled Scope of Work August 21, 2018, which is an appendix to this Attachment A.

A.2. TIME SERVICES RENDERED.

See Appendix.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent CONSULTANT, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner: THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not control the manner of performance.

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

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

Attachment A - Page 1 of 1.
ATTACHMENT B

PAYMENT

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT a contract fee not to exceed $11,500; CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed $11,500 without an amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Board of Directors.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative (Operative Provision 7) and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY per diem rates in effect on the date of invoice upon presentation of invoices.

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

C.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, Contractor or its subcontractors shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to TRLIA. The limits of insurance herein shall not limit the liability of the Contractor hereunder.

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

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

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

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

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

C.4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

Attachment C -- Page 2 of 11.
(a) **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or below minimum limits required under this Agreement except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TRLIA.

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

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

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

**C.4.6 SUBCONTRACTORS.** In addition to the above policies, if Contractor hires a subcontractor under this Agreement Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If Contractor requires subcontractors to provide insurance coverage, then Contractor shall be named as

Attachment C – Page 3 of 11.
an additional insured under such policy or policies (excluding workers’ compensation and professional liability insurance).

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

C.4.8 VERIFICATION OF COVERAGE.

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

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

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

Attachment C – Page 4 of 11.
C.6 CONTRACTOR NOT AGENT. Except as TRLIA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of TRLIA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind TRLIA to any obligation whatsoever.

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

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

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

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

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

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

Attachment C – Page 5 of 11.
C.12.1 Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include; handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

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

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

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

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

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

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

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

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

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

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

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

C.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
C.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

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

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

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

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

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

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

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

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

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

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

C.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.
C.31  AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

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

If to TRLIA:

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

If to Contractor:

George Sills Geotechnical Engineering Consultant, L.L.C.
George Sills, Manager
470 Dogwood Lake Drive
Vicksburg, MS 39183
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

August 21, 2018

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approve Contract Amendment with David T. Williams & Associates, Engineers, LLC for Engineering Services for Three Rivers Levee Improvement Authority

Recommended Action:
Approve contract amendment with David T. Williams & Associates, Engineers, LLC for continued engineering services; and authorize the Executive Director to sign and execute the contract once General Counsel has reviewed and approved.

Discussion:
Dr. Williams is an expert in hydraulic engineering and has served as an independent external peer review panel member for most of TRLIA’s projects. He continues this service for the Goldfields Project and FEMA certification. This contract amendment extends the contract to December 31, 2021. A future amendment for ULDC certification is anticipated upon completion of the Goldfields Project.

Fiscal Impact:
None. There is sufficient budget remaining on the contract for the extended time period.

ATTACHMENT
1. Contract Amendment with David T. Williams & Associates, Engineers, LLC
AMENDMENT NO. 6
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

THIS SIXTH AMENDMENT TO AGREEMENT ("Amendment") is made effective 2018 by and between the Three Rivers Levee Improvement Authority ("TRLIA") and David T. Williams & Associates, Engineers, LLC. ("Consultant"), who agree as follows:

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

   1.1. Effective September 15, 2009 the parties entered into an Agreement ("AGREEMENT") for Professional Services relating to Engineering Services for TRLIA's Construction Program for a total contract amount of $75,000.

   1.2. Effective March 4, 2010 the parties modified the AGREEMENT to change the Consultant prime contractor and increase the budget by $13,000 to a total contract amount of $88,000.

   1.3. Effective November 16, 2010 the parties entered into Amendment 1 to the AGREEMENT to extend the contract termination date to December 31, 2011.

   1.4. Effective January 17, 2012 the parties entered into Amendment 2 to the AGREEMENT to extend the contract termination date to December 31, 2012.

   1.5. Effective October 30, 2012 the parties entered into Amendment 3 to the AGREEMENT to increase the budget by $81,000 to a total contract amount of $169,000 and extend the contract termination date to December 31, 2013; and

   1.6. Effective January 21, 2014 the parties entered into Amendment 4 to the AGREEMENT to extend the contract termination date to December 31, 2014; and

   1.7. Effective September 13, 2016, the parties entered into Amendment 5 to the AGREEMENT to extend the contract termination date to December 31, 2017; and

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

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

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

2. Sixth Amendment to Agreement. The Professional Services Agreement is hereby amended as follows:
2.1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2017 to December 31, 2021.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

________________________
Paul G. Brunner
Executive Director

DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

________________________
David T. Williams
President

ATTEST:

________________________
Rachel Ferris
Clerk of the Board

APPROVED AS TO FORM:

________________________
Andrea P. Clark
General Counsel
August 21, 2018

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approve Contract Amendment with SAGE Engineers Inc. for Engineering Services for Three Rivers Levee Improvement Authority

Recommended Action:
Approve contract amendment with SAGE Engineers Inc. for continued engineering services; and authorize the Executive Director to sign and execute the contract once General Counsel has reviewed and approved.

Discussion:
Dr. Makdisi is an expert in geotechnical engineering and has served as an independent external peer review panel member for most of TRLIA’s projects. He continues this service for the Western Pacific Interceptor Canal 200-Year Standard Project and FEMA certification. This contract amendment extends the contract to December 31, 2019. A future amendment for ULDC certification is anticipated upon completion of the Goldfields Project.

Fiscal Impact:
None. There is sufficient budget remaining on the contract for the extended time period.

ATTACHMENT

1. Contract Amendment with SAGE Engineers Inc.
AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
SAGE ENGINEERS INC.

THIS SECOND AMENDATORY AGREEMENT is made effective ____________, 2018, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Sage Engineers Inc. ("Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
   
   1.1. Effective March 30, 2015 the parties entered into an AGREEMENT for Professional Services relating to Engineering Services for TRLIA's Levee Improvement Program.
   
   1.2. Effective September 13, 2016, the parties entered into Amendment 1 to the AGREEMENT to extend the contract termination date to December 31, 2017.
   
   1.3. Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;
   
   1.4. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

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

2. **Second Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
   
   2.1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2017 to December 31, 2019.

3. **No Effect on Other Provisions.** Except for the amendment 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 ______________________, 2018.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner, P.E.
Executive Director

Gail Sanders
Vice President

SAGE ENGINEERS INC.

ATTEST:

Rachel Ferris
Clerk of the Board

Andrea P. Clark
General Counsel

APPROVED AS TO FORM:

Andrea P. Clark