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 January 15, 2019.

IV ACTION ITEMS

A. Approve new contract with Donald Babbitt P.E., for engineering services for Three Rivers Levee Improvement Authority Levee Improvement program, and authorize Executive Director to execute contract upon review and approval of General Counsel.

B. Approve Amendment No. 9 with CTA Engineering and Surveying to extent contract to December 31, 2020 for Three Rivers Levee Improvement Authority Levee Improvement program right-of-way support and surveying services, and authorize Executive Director to execute amendment upon review and approval of General Counsel.

C. Approve Amendment No. 8 with ENGEO Incorporated to extend contract to March 31, 2020 and increase budget by $500,000 for additional effort for engineering services for the Goldfields 200-Year Project Design and authorize Executive Director to execute amendment upon review and approval of General Counsel.

V BOARD AND STAFF REPORTS

VI ADJOURN
Call to order 2:00 p.m. with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Doug Lofton, and Andy Vasquez. Director Gary Ledbetter was absent. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Clerk of the Board of Supervisors Rachel Ferris. Chair Atwal presided.

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

II ELECTION OF 2019 CHAIR AND VICE CHAIR

MOTION: Move to appoint Director Atwal as Chair for 2019
MOVED: Doug Lofton SECOND: Rick Brown
AYES: Sarbdeep Atwal, Rick Brown, Doug Lofton, Andy Vasquez
NOES: None   ABSENT: Gary Ledbetter   ABSTAIN: None

MOTION: Move to appoint Director Vasquez as Vice Chair for 2019
MOVED: Doug Lofton SECOND: Rick Brown
AYES: Sarbdeep Atwal, Rick Brown, Doug Lofton, Andy Vasquez
NOES: None   ABSENT: Gary Ledbetter   ABSTAIN: None

III PUBLIC COMMUNICATIONS: None

IV CONSENT AGENDA

A. Approve Special Meeting minutes of January 8, 2019.

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

V ACTION ITEMS

A. Consider (1) Adoption of Resolution 2019-1 Certifying the Final Supplemental Environmental Impact Report for the Yuba Goldfields 200-year Flood Protection Project as having been prepared in compliance with the California Environmental Quality Act; (2) Adoption of Resolution 2019-2 Adopting Findings, Statement of Overriding Considerations, and a Supplemental Mitigation Monitoring and Reporting Program, and approving Modified Alternative 4 of the Yuba Goldfields 200-Year Flood Protection Project for implementation, and (3) Directing Staff to file a Notice of Determination under CEQA. GEI Consultant Phil Dunn provided a PowerPoint presentation that recapped the project background and timelines including the following:
  ♦ Approved Modified Alternative 4 in Sept 2015
  ♦ Supplemental EIR (SEIR) Process/Schedule
Purpose of draft SEIR and Comments
Landowner meetings
Final SEIR
Significant and unavoidable impacts and Project Benefits

Counsel Andrea Clark recapped Summary of Staff Recommendations

The following individuals spoke:
- Ms. Michelle Barker – Smith Ranches, surprised action was on this meeting
- Mr. Randy Baucom – Modified Alternative 4 distance and substantial cost increase
- Mr. Rick Wilbur – Surprised action was on this meeting

The Board recessed at 2:30 p.m. to consider public comments received, and returned at 3:00 p.m. with all members present as indicated above.

Counsel Andrea Clark addressed the following concerns:
- Timing of action to certify in January was unchanged
- Length of levee extends from the end of the levee through the entire length of Brophy Road
- Increase in costs are due to costs related to obtaining and transporting material from an offsite borrow site
- Design changes are an effort to minimize impacts to citizens and property

MOTION: Move to adopt Resolution No. 2019-1 and Resolution No. 2019-2, and direct staff to file a Notice of Determination under CEQA
MOVED: Andy Vasquez SECOND: Doug Lofton
AYES: Sarbdeep Atwal, Rick Brown, Doug Lofton, Andy Vasquez
NOES: None ABSENT: Gary Ledbetter ABSTAIN: None

VI BOARD AND STAFF REPORTS

Executive Director Paul Brunner:
- 100 Year Goldfields project won Outstanding Small Project award. Reception to be held March 29th, in San Diego
- Considering sublease of vacant office space to Congressman Garamendi’s office

VII ADJOURN: 3:12 p.m.

______________________________
Chair

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

______________________________
Approved: _____________________
February 5, 2019

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director

SUBJECT: Approve Contract with Donald Babbitt, P.E., for Engineering Services

**Recommended Action**

Approve new contract (attached) with Mr. Donald Babbitt, P.E., for engineering services for TRLIA’s levee improvement program, and authorize the Executive Director to execute the contract upon review and approval of General Counsel.

**Background**

Since 2009, Mr. Babbitt has provided expert, independent peer review for several of TRLIA’s levee improvement projects. Mr. Babbitt’s prior efforts were performed under a previously executed contract that was amended six times for a total contract amount of approximately $60,000.

**Discussion**

The proposed contract will provide for continued expert, independent peer review of the Western Pacific Interceptor Canal 200-Year Project and the 2019 FEMA Certification. These efforts are estimated to cost $3,200.

**Fiscal Impact**

This is a time and materials contract and can be terminated at any time, with TRLIA only obligated to pay for the work completed at the time of termination. The engineering services being performed as part of the WPIC 200-Year Project are cost shared with the State (70% state/30% local). Engineering services being performed as part of the 2019 FEMA certification are 100% TRLIA funded.

**Attachments:**

Babbitt Contract
Babbitt Scope and Fee
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 Donald Babbitt, P.E. 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: February 5, 2018
Termination Date: December 31, 2019

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. **Donald Babbitt** 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 __________________________, 2019.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Donald H. Babbitt, P.E.

__________________________

Paul G. Brunner, P.E.
Executive Director

__________________________

Donald H. Babbitt, P.E.

ATTEST:

RACHEL FERRIS,
SECRETARY

APPROVED AS TO FORM:

ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

__________________________

Andrea P. Clark.
ATTACHMENT A

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 and Fee dated January 28,
2019 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 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 $3,200; 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 $3,200 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 CONSULTANT STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of CONSULTANT shall be performed as an independent CONSULTANT and not as an agent, officer or employee of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. It is understood by both CONSULTANT and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that this Agreement is by and between two independent CONSULTANTs 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 CONSULTANT shall have no claim against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C.1.3 CONSULTANT 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 CONSULTANT, CONSULTANT is not subject to the direction and control of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY except as to the final result contracted for under this Agreement. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may not require CONSULTANT 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 CONSULTANT may provide services to others during the same period service is provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under this Agreement.

C.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.
C.1.7 As an independent CONSULTANT, CONSULTANT hereby indemnifies and holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless from any and all claims that may be made against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

C.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

C.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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, CONSULTANT or its subCONSULTANTs shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and any related agency governed by the Board of Directors which is letting the contract or for whom the services under the contract are being provided, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'S, or related agency’s, officials, employees, and volunteers as additional insured (excluding workers' compensation and professional liability insurance), (hereinafter referred to as “the insurance”). The limits of insurance herein shall not limit the liability of the CONSULTANT hereunder.

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

C.4.2 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:

Attachment C – Page 2 of 12.
(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Risk Manager prior to acceptance of the Agreement.

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

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

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

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

(a) General Liability and Automobile Liability Coverages.

   (i) The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and the public entity awarding the contract if other than the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and their officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased, occupied, or used by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees or volunteers.

   (ii) The CONSULTANT’S insurance coverage shall be primary insurance as respects the THREE

Attachment C – Page 3 of 12.
RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

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

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

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

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

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

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

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

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

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

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

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

C.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. At the option of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, either the insurer shall reduce or eliminate such deductions or self-insured retentions as respects THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and Attachment C – Page 5 of 12.
volunteers; or, the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

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

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

C.5 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise.
from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT'S officers, agents, employees, CONSULTANTs, or subCONSULTANTs.

C.6 CONSULTANT NOT AGENT. Except as THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. CONSULTANT 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. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of its desire for removal of such person or persons.

C.9 STANDARD OF PERFORMANCE. CONSULTANT 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 CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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 CONSULTANT'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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Assessor and the contracting parties hereto. A taxable 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. CONSULTANT hereby grants to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY the authority to deduct from any payments to CONSULTANT
any THREE RIVERS LEVEE IMPROVEMENT AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

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

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

C.12.2 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

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

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

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national
origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

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

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

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
C.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

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

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

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

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

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

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

C.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

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

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

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

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

C.28 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY employee whose position in THREE RIVERS LEVEE IMPROVEMENT AUTHORITY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT’S financial interest. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

C.33 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either
by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":

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

If to "CONSULTANT":

Donald H. Babbitt  
3860 West Land Park  
Sacramento, CA 95822
SCOPE OF WORK AND FEE
January 28, 2019

FOR ENGINEERING SERVICES
TO THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
BY MR. DONALD BABBITT, P.E.

I. SCOPE OF WORK

As may be requested by TRLIA, Mr. Babbitt will serve as an expert geotechnical engineer on the independent external peer review panel (IEPR Panel) for TRLIA’s Western Pacific Interceptor Canal 200-Year Project and the 2019 FEMA Certification. In this role, Mr. Babbitt will review technical analysis and reports to consider the adequacy, appropriateness, and acceptability of the design and construction activities in assuring public health, safety, and welfare; adequacy in meeting State of California Urban Levee Design Criteria; and adequacy in meeting FEMA regulations. The findings of these reviews will be documented in letters and reports prepared by the panel. Tasks included in this scope of work include, but are not limited to:

- Review of and comment on technical memoranda related, but not limited, to geotechnical engineering, levee design, hydrology and hydraulics, erosion, operation and maintenance, and encroachments;
- Preparation of report documenting comments, findings, and opinions;
- Coordination with TRLIA and TRLIA consultants to clarify and resolve comments; and
- Coordination with other IEPR Panel members, participating in conference calls, meetings, and site visits as scheduled.

II. ESTIMATED FEE

Mr. Babbitt’s hourly rate for this effort is $160. A total number of 20 hours has been allotted for this work. The estimated fee associated with this task order is $3,200. Work shall be performed on a time and materials basis.
February 5, 2019

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director

SUBJECT: Approve 9th Contract Amendment with CTA Engineering & Surveying

Recommended Action
Approve Amendment No. 9 (attached) with CTA Engineering & Surveying to extend the contract to December 31, 2020 for continued right-of-way support and surveying services for TRLIA’s levee improvement program, and authorize the Executive Director to execute the amendment upon review and approval of General Counsel.

Background
CTA Engineering & Surveying has been providing right-of-way support and surveying services for all of TRLIA’s projects for nearly a decade. They continue to provide services in support of the constructed Feather River, Bear River, and WPIC projects, as well as on the currently ongoing Goldfields Project. Their contract has been amended eight previous times.

Discussion
The proposed contract Amendment 9 extends the contract to December 31, 2020. There is no additional scope or budget being requested at this time.

Fiscal Impact
There is no fiscal impact associated with this amendment. The contract 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.

Attachments:
CTA Contract Amendment 9
AMENDMENT NO. 9

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
CTA ENGINEERING AND SURVEYING

THIS NINTH AMENDATORY AGREEMENT is made effective ____________, 2019, by and between Three Rivers Levee Improvement Authority ("TRLIA") and CTA Engineering and Surveying ("Consultant"), who agree as follows:

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

   1.1. Effective March 2, 2010 the parties entered into an Agreement for Professional Services relating to Surveying Services for TRLIA’s Construction Program for an amount of $47,500 and a contract termination date of December 31, 2011.

   1.2. Effective August 3, 2010 the parties entered into the first Amendatory Agreement that increased the budget by $14,500 for a total contract amount of $62,000.

   1.3. Effective February 15, 2011 the parties entered into the second Amendatory Agreement that increased the budget by $75,000 for a total contract amount of $137,000.

   1.4. Effective January 17, 2012 the parties entered into the third Amendatory Agreement that extended the contract termination date to December 31, 2012.

   1.5. Effective August 28, 2012 the parties entered into the fourth Amendatory Agreement that increased the budget by $28,000 for a total contract amount of $165,000 and extended the contract termination date to December 31, 2013.

   1.6. Effective January 21, 2014 the parties entered into a fifth Amendatory Agreement that added an additional Task 11 (Upper Yuba River RE Support), reallocated tasks budgets, and extended the contract termination date to December 31, 2015.

   1.7. Effective February 17, 2015 the parties entered into a sixth Amendatory Agreement that increased the budget by $52,415 to a total contract amount of $217,415 and extended the contract termination date to December 31, 2016.

   1.8. Effective April 19, 2016 the parties entered into a seventh Amendatory Agreement that increased the budget by $190,700 to a total contract amount of $408,115 and extended the contract termination date to December 31, 2018.
1.9. Effective September 19, 2017, the parties entered into an eighth Amendatory Agreement that increased the budget by $82,500 to a total contract amount of $490,615.

1.10. 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;

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

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

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

2.1. The Termination Date in Clause 2 and A.2 is amended to extend to December 31, 2020.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on __________________________, 2019.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

CTA ENGINEERING AND SURVEYING

__________________________________________
Paul G. Brunner
Executive Director

______________________________
Kevin A. Heeney
Vice-President

ATTEST:

______________________________
Rachel Ferris
Clerk of the Board, TRLIA

______________________________
Andrea Clark
General Counsel, TRLIA
February 5, 2019

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director

SUBJECT: Approve 8th Contract Amendment with ENGEO Incorporated for Engineering Services

Recommended Action
Approve Amendment No. 8 (attached) with ENGEO Incorporated to extend the contract to March 31, 2020 and increase the budget by $500,000 for additional effort for engineering services for the Goldfields 200-Year Project Design and authorize the Executive Director to execute the amendment upon review and approval of General Counsel.

Background
In November 2011, the TRLIA Board approved a contract award to ENGEO Incorporated for engineering services for the Yuba Goldfields High Ground Evaluation. The contract has been amended on seven prior occasions to include a variety of engineering services and time extensions in support of projects in the Goldfields.

Discussion
The proposed contract Amendment 8 provides continued geotechnical and civil engineering services for the Goldfields 200-Year Project. These efforts are estimated to cost $500,000. Approximately $380,000 of this budget increase reflects an increase in geotechnical investigation scope. Amendment 8 would also extend the contract termination date to March 31, 2020 as this timeframe is coincident with the completion of design for the project. Future amendment is anticipated to provide for design services during construction.

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 work is $500,000. The work being performed is part of the Goldfields 200-Year Project and therefore cost shared with the state (85% state/15% local).

Attachments:
ENGEO Contract Amendment 8
ENGEO Scope and Fee
AMENDMENT NO. 8

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
ENGEIO INCORPORATED

THIS EIGHTH AMENDATORY AGREEMENT is made effective ____________, 2019,
by and between Three Rivers Levee Improvement Authority ("TRLIA") and ENGEIO
Incorporated ("the Consultant"), who agree as follows:

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

1.1. Effective December 1, 2011 the parties entered into an Agreement for
Professional Services relating to Engineering 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 $350,000 to a total of $850,000.

1.3. Effective August 14, 2013 the parties entered into the second Amendatory
Agreement to increase the budget by $500,000 to a total of $1,350,000 and to
extend the Termination Date of the contract from June 30, 2013 to
December 31, 2014.

1.4. Effective February 17, 2015 the parties entered into the third Amendatory
Agreement to extend the Termination Date of the contract from
December 31, 2014 to December 31, 2016.

1.5. Effective March 15, 2016 the parties entered into the fourth Amendatory
Agreement to increase the budget by $75,000 to a total of $1,425,000.

1.6. Effective June 14, 2016 the parties entered into the fifth Amendatory
Agreement to increase the budget by $100,000 to a total of $1,525,000.

1.7. Effective September 20, 2016 the parties entered into the sixth Amendatory
Agreement to extend the Termination Date of the contract from
December 31, 2016 to December 31, 2018.

1.8. Effective __________ the parties entered into the seventh Amendatory Agreement to
increase the budget by $2,720,000 to a total contract amount of $4,245,000.
1.9. 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;

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

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

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

2.1. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and ENGEIO Technical Services, Inc. are amended to include the additional amount of $500,000 for a total contract amount of $4,745,000.

2.2. Operative Provision 2 is amended to extend the Termination Date of the contract from December 31, 2018 to March 31, 2020.

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 ______________________, 2019.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ENGEIO INCORPORATED

Josef Tootle, GE
Principal

ATTEST:

Rachel Ferris
Clerk of the Board, TRLIA

APPROVED AS TO FORM:

Andrea P. Clark
General Counsel, TRLIA
January 29, 2019

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

Subject: Yuba Goldfields
Marysville, California

REQUEST FOR AMENDMENT NO. 8
FEE INCREASE FOR TASK 4

Dear Mr. Brunner:

We are pleased to submit this amendment to increase the authorized budget for design of the Yuba Goldfields 200-year UFRR setback levee. As you know, we have been working on the design documents and providing ongoing assistance to the design team with development of various 200-year alignment alternatives to satisfy local stakeholders.

Due to stakeholder challenges, changes in the project alignment, and numerous delays, we respectfully request an increase in our fee to complete the design. The primary impacts to the schedule and budget are described below:

**GEOTECHNICAL EXPLORATION**

<table>
<thead>
<tr>
<th>SCOPE MODIFICATION</th>
<th>RESULTING CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAR panel comments on geotechnical work plan.</td>
<td>Increased number of borings from 45 to 66 (~2,455 to ~4,305 feet of drilling). Increased Test Pits from 30 to 35. Added geophysical electrical resistivity lines.</td>
</tr>
<tr>
<td>Decrease in DWSE after completion of Phase 1 borings; decreased project length from 3.6 to 2.6 miles.</td>
<td>Eliminated 10 planned Phase 2 borings (~450 feet)</td>
</tr>
<tr>
<td>Added Wilbur exploration.</td>
<td>Added 6 sonic borings (~480 feet) and 8 test pits</td>
</tr>
<tr>
<td>Property access delays leading to wet weather drilling with track-mounted drill rigs, multiple mobilizations, and additional site cleanup</td>
<td>Decreased drilling production, increased drilling and logging cost</td>
</tr>
<tr>
<td>Modifications to borrow site approach</td>
<td>Increased number of test pits from 35 to 57</td>
</tr>
</tbody>
</table>

**PROJECT SCHEDULE EXTENSION**

The project duration has extended beyond the original assumed project duration of 18 months (beginning March 2017). This has resulted in additional project management, project coordination meetings, and consultation tasks.

As of December 31, 2018, we have approximately $554,506 remaining on our approved contract. Because of the challenges summarized above, we request a fee increase of $500,000, as itemized below, to complete the design of the project. We will continue to provide our services on
Three Rivers Levee Improvement Authority
Yuba Goldfields 200-Year UFRR Final Design
REQUEST FOR AMENDMENT NO. 8
FEE INCREASE FOR TASK 4

9389.000.000
January 29, 2019
Page 2

a time-and-expense basis and will strive to complete our services in a cost-effective manner within the approved contract amount. Our intent is to manage the approved total contract amount and, where necessary, allocate costs among the subtasks shown in the table below. We anticipate that this fee increase will extend our services through March 31, 2020.

TABLE 1: Fee Estimate Increase - 200-Year UFRR Final Design

<table>
<thead>
<tr>
<th>SUBTASK</th>
<th>DESCRIPTION</th>
<th>APPROVED FEE ESTIMATE</th>
<th>REQUESTED FEE INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Project Management</td>
<td>$ 320,000</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>4.2</td>
<td>Project Coordination Meetings</td>
<td>$ 190,000</td>
<td>$ 40,000</td>
</tr>
<tr>
<td>4.3</td>
<td>Independent Panel of Experts (IPE) Meetings</td>
<td>$ 100,000</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Records Review</td>
<td>$ 60,000</td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>Geotechnical Investigation</td>
<td>$ 600,000</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>4.6</td>
<td>Topographic Survey and Mapping</td>
<td>$ 140,000</td>
<td></td>
</tr>
<tr>
<td>4.7</td>
<td>Geotechnical Analysis</td>
<td>$ 330,000</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>4.8</td>
<td>Preliminary Design, 30% Plans</td>
<td>$ 130,000</td>
<td></td>
</tr>
<tr>
<td>4.9</td>
<td>Assist in Obtaining Permits and Authorizations</td>
<td>$ 70,000</td>
<td></td>
</tr>
<tr>
<td>4.10</td>
<td>Prepare Plans, Specifications, and Cost Estimates</td>
<td>$ 780,000</td>
<td>$ 20,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$2,720,000</strong></td>
<td><strong>$500,000</strong></td>
</tr>
</tbody>
</table>

If the above scope of services and fee estimate are acceptable, please forward a contract amendment to our previous Agreement for Professional Services dated November 28, 2011, for our review and signature.

We look forward to serving you on this project. If you have any questions or comments regarding this letter, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated

Mark Gilbert
Principal

Joseph J. Tootle
Principal
## PREFERRED CLIENT FEE SCHEDULE

**PROFESSIONAL SERVICES**

Effective April 2018

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>$365.00</td>
</tr>
<tr>
<td>Principal Engineer/Geologist/Seismologist</td>
<td>$280.00</td>
</tr>
<tr>
<td>Associate Engineer/Geologist/Seismologist</td>
<td>$235.00</td>
</tr>
<tr>
<td>Senior Engineer/Geologist/Seismologist</td>
<td>$210.00</td>
</tr>
<tr>
<td>Project Engineer/Geologist/Seismologist</td>
<td>$188.00</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$176.00</td>
</tr>
<tr>
<td>Staff Engineer/Geologist/Seismologist</td>
<td>$167.00</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$139.00</td>
</tr>
<tr>
<td>Construction Services Manager</td>
<td>$165.00</td>
</tr>
</tbody>
</table>
| Senior Field Representative II          | $146.00/hour**/**
| Senior Field Representative I           | $130.00/hour**/**
| Field Representative                    | $120.00/hour**/**
| Environmental Technician                | $126.00/hour**/**
| Senior Laboratory Technician            | $150.00     |
| Laboratory Technician                   | $135.00     |
| Senior CAD Specialist                   | $145.00     |
| CAD Specialist                          | $132.00     |
| GIS Analyst                             | $150.00     |
| Network Administrator                   | $195.00     |
| Project Assistant                       | $116.00     |

* Two-hour minimum portal to portal.

** OVERTIME RATES: Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by $15.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.575 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

### ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

### OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental ........................................... Cost plus 5%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge).................... $2,000.00 half day, $4,000.00 full day

### TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney’s fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client’s requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO’s liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed $50,000 (or ENGEO’s fee, whichever is greater, but not more than $1,000,000) for professional acts, errors, or omissions, including attorney’s fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

April 1, 2018  
www.engeo.com
# EQUIPMENT AND MATERIALS CHARGES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST PER UNIT ($)</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Content Meter</td>
<td>7.00</td>
<td>hour</td>
</tr>
<tr>
<td>Bailers (Disposable)</td>
<td>8.00</td>
<td>each</td>
</tr>
<tr>
<td>Concrete Crack Monitor</td>
<td>20.00</td>
<td>each</td>
</tr>
<tr>
<td>Coring Machine</td>
<td>25.00</td>
<td>hour</td>
</tr>
<tr>
<td>Electronic Water Level Indicator</td>
<td>5.00</td>
<td>hour</td>
</tr>
<tr>
<td>Engineering Analysis Software</td>
<td>25.00</td>
<td>hour</td>
</tr>
<tr>
<td>Equipment Transport(s)</td>
<td>100.00</td>
<td>hour</td>
</tr>
<tr>
<td>Exploration Equipment (Percussion Penetrometer)</td>
<td>50.00</td>
<td>hour</td>
</tr>
<tr>
<td>Floor Flatness/Floor Level Equipment</td>
<td>20.00</td>
<td>hour</td>
</tr>
<tr>
<td>Generator</td>
<td>15.00</td>
<td>hour</td>
</tr>
<tr>
<td>GIS Website Portal Maintenance</td>
<td>100.00</td>
<td>month</td>
</tr>
<tr>
<td>GPR/GPS Handheld Device</td>
<td>10.00</td>
<td>hour</td>
</tr>
<tr>
<td>GPR/GPS/Drone Survey Grade Equipment</td>
<td>250.00</td>
<td>hour</td>
</tr>
<tr>
<td>Hand Auger and Soil Sampler</td>
<td>15.00</td>
<td>hour</td>
</tr>
<tr>
<td>Hydraulic Pull-Test Equipment</td>
<td>25.00</td>
<td>hour</td>
</tr>
<tr>
<td>Interface Probe</td>
<td>2.00</td>
<td>hour</td>
</tr>
<tr>
<td>Magnetic Particle Test Equipment</td>
<td>25.00</td>
<td>hour</td>
</tr>
<tr>
<td>Moisture Content Test Equipment</td>
<td>6.00</td>
<td>hour</td>
</tr>
<tr>
<td>Multi-Parameter Water Meter</td>
<td>15.00</td>
<td>hour</td>
</tr>
<tr>
<td>pH Meter/Turbidity Meter</td>
<td>10.00</td>
<td>hour</td>
</tr>
<tr>
<td>Photo Ionization Detector</td>
<td>15.00</td>
<td>hour</td>
</tr>
<tr>
<td>Pachometer</td>
<td>100.00</td>
<td>hour</td>
</tr>
<tr>
<td>Sampling Tubes</td>
<td>10.00</td>
<td>each</td>
</tr>
<tr>
<td>Sand Cone Equipment and Material</td>
<td>5.00</td>
<td>hour</td>
</tr>
<tr>
<td>Schmidt Hammer</td>
<td>20.00</td>
<td>hour</td>
</tr>
<tr>
<td>Skidmore Wilhelm Bolt: Tension Calib.</td>
<td>40.00</td>
<td>hour</td>
</tr>
<tr>
<td>Slope Inclinometer/SETTLEMENT Indicator/VW Readout</td>
<td>50.00</td>
<td>hour</td>
</tr>
<tr>
<td>Torque Wrench</td>
<td>15.00</td>
<td>hour</td>
</tr>
<tr>
<td>Transfer Pump</td>
<td>3.00</td>
<td>hour</td>
</tr>
<tr>
<td>Ultrasonic Equipment</td>
<td>50.00</td>
<td>hour</td>
</tr>
<tr>
<td>Vapor Emission Test Kit</td>
<td>25.00</td>
<td>kit</td>
</tr>
<tr>
<td>Vector Conversion</td>
<td>60.00</td>
<td>conversion</td>
</tr>
<tr>
<td>Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication</td>
<td>25.00</td>
<td>hour</td>
</tr>
<tr>
<td>Vehicle, mileage, misc. equipment, wireless communication</td>
<td>16.00</td>
<td>hour</td>
</tr>
<tr>
<td>Vibration Monitor</td>
<td>1800.00</td>
<td>month</td>
</tr>
<tr>
<td>Water Sampling Pump</td>
<td>20.00</td>
<td>hour</td>
</tr>
<tr>
<td>Bridge Toll</td>
<td>actual</td>
<td>actual</td>
</tr>
<tr>
<td>Mileage</td>
<td>.78</td>
<td>mile</td>
</tr>
<tr>
<td>Parking</td>
<td>actual</td>
<td>actual</td>
</tr>
<tr>
<td>AutoCAD, Civil 3D, GIS, Drone Data Processing</td>
<td>25.00</td>
<td>hour</td>
</tr>
<tr>
<td>Photocopies Black &amp; White</td>
<td>0.25</td>
<td>each</td>
</tr>
<tr>
<td>Photocopies Color 11 x 17</td>
<td>1.50</td>
<td>each</td>
</tr>
<tr>
<td>Photocopies Color 8½ x 11</td>
<td>1.00</td>
<td>each</td>
</tr>
<tr>
<td>Plot - Black &amp; White</td>
<td>3.00</td>
<td>square foot</td>
</tr>
<tr>
<td>Plot - Color</td>
<td>4.00</td>
<td>square foot</td>
</tr>
<tr>
<td>Postage</td>
<td>actual</td>
<td>actual</td>
</tr>
<tr>
<td>Scan - Black &amp; White</td>
<td>1.50</td>
<td>each</td>
</tr>
<tr>
<td>Scan - Color</td>
<td>3.75</td>
<td>each</td>
</tr>
<tr>
<td>Telephone</td>
<td>0.50</td>
<td>minute</td>
</tr>
</tbody>
</table>