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 October 15, 2019.

B. Approve Contract Amendment No. 1 with Donald Babbitt, P.E., to extend contract to December 31, 2020; and authorize Executive Director to execute upon review and approval of General Counsel.

C. Approve Contract Amendment No. 3 with Gannett Fleming Inc., (formerly SAGE Engineers), to extend contract to December 31, 2020; and authorize Executive Director to execute upon review and approval of General Counsel.

D. Approve Contract Amendment No. 1 with Sills Ag Consulting Inc., to extend contract to December 31, 2020; and authorize Executive Director to execute upon review and approval of General Counsel.

E. Approve Contract Amendment No. 1 with Mead & Hunt, Inc., to extend contract to December 31, 2020; and authorize Executive Director to execute upon review and approval of General Counsel.

IV ACTION ITEMS

A. Approve Contract Amendment No. 2 with Geosyntec, to extend contract termination date to December 31, 2020, and increase budget by $30,900; and authorize Executive Director to execute upon review and approval of General Counsel.

B. Approve Contract Amendment No. 1 with River Partners, to extend contract termination date to December 31, 2024, and increase budget by $1,867,187; and authorize Executive Director to execute upon review and approval of General Counsel.

V BOARD AND STAFF REPORTS

Misc. Reports
VI   CLOSED SESSION

1. Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Kelly Pope/Paul Brunner/Brenda Schimpf. Negotiation: Price and terms of payment for the following properties:

   A) APN 018-180-072 and 073/Sanders
   B) APN 018-180-074/Clift
   C) APN 018-180-070/C. Ludwick
   D) APN 018-180-079/A. Ludwick
   E) APN 018-180-066 and 078/Gallier
   F) APN 018-180-082 and 018-150-012/Wilbur
   G) APN 018-150-063/Barker
   I) APN 018-180-085/Nunes
   J) APN 019-170-020/Beale AFB
   K) APN Unknown/Heirs and Devisees of Beery

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.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

October 15, 2019

MINUTES

Call to order 2:10 p.m. with a quorum being present as follows: Directors, Rick Brown, Doug Lofton, and Andy Vasquez. Directors Sarbdeep Atwal and Gary Ledbetter were absent. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Board Clerk Mary Pasillas. Vice Chair Vasquez presided.

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

II PUBLIC COMMUNICATIONS: None

III CONSENT AGENDA

A. Approve Special Meeting minutes of August 20, 2019.

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

IV ACTION ITEMS

A. Approve Contract Amendment No. 4 in the amount of $30,000 with Harold W. Bertholf, Inc., to extend contract to December 31, 2020; and authorize Executive Director to execute upon review and approval of General Counsel. Approved

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

B. Approve Agreement Amendment No. 7 in the amount of $392,000 with Larsen Wurzel & Associates, Inc., to extend contract to December 31, 2021; and authorize Executive Director to execute upon review and approval of General Counsel. Approved

   MOTION: Move to approve
   MOVED: Doug Lofton    SECOND: Rick Brown
   AYES: Rick Brown, Doug Lofton, Andy Vasquez
   NOES: None   ABSENT: Sarbdeep Atwal, Gary Ledbetter ABSTAIN: None
C. Authorize and approve TRLIA to be the lead implementation agency for flood prevention projects for Hallwood Community; and delegate authority to Executive Director to pursue grant funding for preliminary engineering, design, environmental surveys, and compliance of the North Training Wall (NTW) project. Executive Director Paul Brunner recapped the need for TRLIA to be the lead implementing agency. MBK Senior Engineer Tony Deus, provided a powerpoint presentation depicting project outline, historical context, initial flood risk analysis, long term analysis and cost analysis summary; and drainage study recommendations. Mr. Deus responded to Directors inquiries. Approved

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

V  BOARD AND STAFF REPORTS

   Executive Director Paul Brunner recapped the following:
   o Department of Water Resources Funding Commitment Letter
   o Goldfields 200 Year Levee Project Encroachment Permit
   o Web Services Contract with Revize LLC

VI  ADJOURN: 3:00 p.m.

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

_________________________________________  Approved:
November 19, 2019

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director  
SUBJECT: Approve Contract Amendment with Donald Babbitt, P.E., for Engineering Services

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

**Discussion**  
Since 2009, Mr. Babbitt has provided expert, independent peer review for several of TRLIA’s levee improvement projects. TRLIA executed a new contract with Mr. Babbitt in 2019 for $3,200.00; the remaining balance is $800.00. The proposed amendment No. 1 provides a time extension for the existing contract through December 31, 2020. The proposed contract will provide for continued expert, independent peer review of the FEMA Certification package.

**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 FEMA certification are 100% TRLIA funded.

**Attachments:**  
Babbitt Contract Amendment No. 1
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DONALD H. BABBITT

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ___ day of
______________, 2019, by and between the THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY, a Joint Powers Authority, ("TRLIA") and DONALD H. BABBITT.
("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering
Services dated February 5, 2019 ("AGREEMENT");

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date
from December 31, 2019 to December 31, 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 _______2019.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY
DONALD H. BABBITT

_________________________    ____________________________
Paul G. Brunner                Donald H. Babbitt
Executive Director

_________________________
ATTEST:
Rachel Ferris, Secretary

_________________________
APPROVED AS TO FORM:
Andrea P. Clark, General Counsel
November 19, 2019

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

Recommended Action:
Approve contract Amendment 3 with Gannett Fleming for continued engineering services; and authorize the Executive Director to sign and execute contract Amendment 3 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 FEMA certification. This contract amendment extends the contract to December 31, 2020. The current contract has a remaining balance of 13,661. A future amendment for ULDC certification is anticipated upon completion of the Goldfields Project.

Fiscal Impact:
There is no additional fiscal impact created by the adoption of this amendment. There is enough budget remaining on the contract for the extended time period.

ATTACHMENT

1. Contract Amendment 1 with Gannett Fleming Inc., formerly SAGE Engineers Inc
AMENDMENT NO. 3

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
GANNETT FLEMING (Formerly SAGE ENGINEERS INC.)

THIS THIRD AMENDATORY AGREEMENT is made effective ____________, 2019, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Gannett Fleming [formerly 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. Effective August 21, 2018, the parties entered into Amendment 2 to the AGREEMENT to extend the contract termination date to December 31, 2019.

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

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

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

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

   2.1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2019 to December 31, 2020.

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 __________________________, 2019.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY                           GANNETT FLEMING, INC

Paul G. Brunner, P.E.                         Steve H. Sanders
Executive Director                           Vice President

ATTEST:

Rachel Ferris
Secretary

APPROVED AS TO FORM:

Andrea P. Clark
General Counsel
November 19, 2019

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, Executive Director  
SUBJECT: Sills Ag Consulting Inc. Contract Amendment No. 1 to Provide Ag Consulting Services  

**Recommended Action:**  
Approve Sills Ag Consulting Inc. Contract Amendment No. 1 and authorize the Executive Director to sign and execute Amendment No. 1 once the Amendment has been reviewed by General Counsel.

**Discussion:**  
On May 1, 2018 TRLIA entered into a contract with Sills Ag Consulting, Inc to use these consulting services to improve existing TRLIA Ag and Eco property management and help develop future multi benefit opportunities. Besides the Bear and Feather Setback Areas, the contract provides for agricultural consulting services for the Goldfields 200-Year Project. The current contract has a remaining balance of $12,902. The proposed Amendment No. 1 provides a time extension for the existing contract through December 31, 2020.

**Fiscal Impact:**  
There is no additional fiscal impact created by the adoption of this amendment. There is enough budget remaining on the contract for the extended time period.

**Attachment:**  
1. Sills Ag Consulting Inc., Contract Amendment No. 1
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
SILLS AG CONSULTING INC.

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ___ day of ___, 2019, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and SILLS AG CONSULTING INC., ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering Services dated May 1, 2018 ("AGREEMENT");

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2019 to December 31, 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 ___, 2019.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

SILLS AG CONSULTING INC.,

________________________________________
Paul G. Brunner
Executive Director

________________________________________
David P. Sills
President

ATTEST:
Rachel Ferris
Secretary

________________
Andrea P. Clark
General Counsel
November 19, 2019

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Mead & Hunt Contract for Engineering Services

Recommended Action:
Approve Mead & Hunt contract amendment to authorize the Executive Director to sign and execute Amendment No. 1, once the amendment has been reviewed by General Counsel.

Discussion:
On May 1, 2018 TRLIA executed a contract with Mead & Hunt, Inc., for engineering consulting services in support of the 200-Year Goldfields Project. The current contract has a remaining balance of $13,961. The proposed Amendment No. 1 provides a time extension for the existing contract through December 31, 2020.

Fiscal Impact:
There is no additional fiscal impact created by the adoption of this amendment. There is enough budget remaining on the contract for the extended time period.

Attachment:
1. Mead & Hunt Amendment 1
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
MEAD & HUNT, INC.

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ____ day of ___________, 2019, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and MEAD & HUNT, INC., ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering Services dated May 29, 2018 ("AGREEMENT");

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2019 to December 31, 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 _______ 2019.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MEAD & HUNT, INC.

______________________________  ______________________________
Paul G. Brunner                Nathan Rockwood
Executive Director            Vice President

______________________________
ATTEST:  Rachel Ferris
Secretary

______________________________
Andrea P. Clark
General Counsel

APPROVED AS TO FORM:

Andrea P. Clark
General Counsel
November 19, 2019

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Approve Contract Amendment No. 2 with Geosyntec for Professional Services for Three Rivers Levee Improvement Authority

Recommended Action:
Approve contract Amendment No. 2 in the amount of $30,900 with Geosyntec to provide additional professional services until December 31, 2020; and authorize the Executive Director to sign and execute once General Counsel has reviewed and approved.

Discussion:
TRLIA executed a contract with Geosyntec in February 2019 to provide professional services associated with environmental site assessments required for the Goldfields 200-Year project. The contract was subsequently amended to enable continued support for the Goldfields 200-Year project and Bear River Preserve. This second amendment will extend the contract term from December 31, 2019 to December 31, 2020 and provide additional budget for contaminated soil removal on the Goldfields project as described in Attachment 1 of Amendment No. 2.

Fiscal Impact:
The current contract budget is $54,400. The amendment provides an additional $30,900 for services on the Goldfields project, and a total contract amount of $85,300. Services provided for the removal of contaminated soil will be 100% paid for by TRLIA, since the State UFRR does allow the State to cost share this expense.

ATTACHMENT

1. Contract Amendment No. 2
AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
GEOSYNTEC CONSULTANTS INC.

THIS SECOND AMENDATORY AGREEMENT is made effective __________, 2019,
by and between the Three Rivers Levee Improvement Authority ("TRLIA") and Geosyntec
Consultants Inc., ("Consultant"), who agree as follows:

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

1.1. Effective February 15, 2019 the parties entered into an Agreement ("AGREEMENT") for
Professional Services relating to Engineering Services for TRLIA's Construction
Program.

1.2. Effective July 16, 2019, the parties entered into Amendment No. 1 for professional
services on the Goldfields Project and Bear River preserve easements.

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, 2019 to December 31, 2020.

2.2. Work added to the Agreement is attached to this amendment as Attachment 1.

2.3. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the
Agreement for Professional Services between TRLIA and the Consultant are amended to
add to the existing contract amount ($54,400) the additional amount of $30,900 for an
amended contract amount of $85,300.

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

______________________________
Joe J. Niland
Vice President

ATTEST:

______________________________
Rachel Ferris
Clerk of the Board

APPROVED AS TO FORM:

______________________________
Andrea P. Clark
General Counsel
Mr. Paul Brunner  
Three Rivers Levee Improvement Authority  
Sacramento, California 95833

Subject: Proposal, Soil Removal Activities  
Property Acquisition for  
Modified Alternative 4 Near Yuba Gold Field  
TRLIA

Dear Mr. Brunner,

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to the Three Rivers Levee Improvement Authority (TRLIA or the Client) to perform soil removal activities at the Ludwick Property to support the property acquisition facilitating construction of the levee improvement project known as Modified Alternative 4 near the Yuba Goldfields in Yuba County, California (the Site). Geosyntec completed a Phase I Environmental Site Assessment (Phase I ESA) for the Site that identified three areas with Recognized Environmental Conditions (RECs) as defined in ASTM 1527-13. The soil removal activities are required to remove the impacted soil from the property that was identified during subsequent Phase II activities. Geosyntec has developed this proposal and scope of work for the soil removal activities.

This proposal includes a scope of work, schedule, and estimated budget to complete the soil removal activities. It is our understanding that TRLIA will provide access to the property.

OBJECTIVE

The objective of the scope of work is to remove the impacted soil that was identified during Phase II activities conducted in July and August of 2019. Total petroleum hydrocarbons (TPH) was reported at concentrations above regulatory screening levels in soil at the Ludwick property in an area that had damaged drums and soil staining observed during the Phase I Environmental Site Assessment (ESA).
SCOPE OF WORK

Prior to initiating excavation activities, a private utility locator will be mobilized to the Site to locate and mark subsurface utilities and other subsurface features in the work area. Additionally, a Yuba County Excavation permit will be obtained. Geosyntec will contract an environmental subcontractor and oversee the removal of the impacted soil from the Ludwiek property. Geosyntec will collect soil samples from the bottom and sidewalls of the excavation and submit them to a laboratory for analysis. Impacted soil will be removed until the analytical results from the confirmation soil sampling indicate that TPH concentrations in soil are below applicable regulatory screening levels for residential (unrestricted) land use. Excavated soil will be temporarily stockpiled at the Site pending the completion of all soil removal activities and waste profiling. Following the completion of soil removal, the excavation will be backfilled with clean material and the impacted soil will be loaded into trucks for off-Site disposal. Geosyntec assumes backfill material will be borrowed from other areas of the Site. It is assumed that TRLIA will sign waste manifests associated with the disposal of the contaminated soil.

The scope includes field preparation tasks, such as preparing a Site health & safety plan, obtaining permits, coordinating subcontractors, and marking the Site for Underground Service Alert (USA) in advance of the remedial activities. Geosyntec assumes it will take one day of utility clearance and marking the Site for USA, one day of excavation activities, and one day of loading and hauling. It is assumed that the proposed remedial activities will be completed in three mobilizations: (1) Marking the Site for USA and private utility clearance; (2) soil excavation and confirmation soil sampling, temporary stockpiling; and (3) loading stockpiled soil for disposal off-Site.

Confirmation soil samples will be analyzed for total petroleum hydrocarbons (TPH) by a California certified laboratory. It is assumed that up to 10 soil samples will be collected for confirmation soil sampling. A waste profile sample will be collected from the temporarily stockpiled soil and analyzed for metals. It is assumed that previous analytical results for TPH and volatile organic compounds (VOCs) will be used for the waste profile.

A brief summary report that documents Site remedial activities, the results of the confirmation sampling and Site restoration activities will be prepared.

SCHEDULE

Geosyntec can start work within two weeks of receipt of your authorization of this proposal. The field work will take approximately three to four non-continuous days to complete. Analytical reports from the confirmation sampling are typically available within two weeks of the data
collection, waste profiles are generally completed one to two weeks following receipt of analytical results, and the report presenting the results should be available within two to three weeks of the completion of all field activities.

ESTIMATED COST, TERMS, AND CONDITIONS

Geosyntec proposes to conduct these services on a time and materials basis in accordance with the rate sheet approved for this project. We assume the work will be added under the existing agreement with TRLIA. Our fixed not to exceed cost to implement the scope of work described above is $30,900 (Table 1).

We appreciate the opportunity to provide these services to you. If you have any questions or require additional information regarding this proposal, please contact Joe Niland at (916) 637-8325.

Joseph J. Niland, P.G. (CA)
Senior Principal

Attachments: Table 1 – Scope of Work and Cost Estimate
### Table 1
Scope of Work and Cost Estimate
Soil Removal Activities
Ludwick Property, TRLJA

<table>
<thead>
<tr>
<th>Task:</th>
<th>Staff level</th>
<th>No. Units</th>
<th>Unit</th>
<th>Rate</th>
<th>Subtotal</th>
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<td><strong>Scope of Work:</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Geosyntec will contract an environmental subcontractor and oversee the removal of the impacted soil from the Ludwick property.</td>
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</tr>
<tr>
<td>Geosyntec will collect soil samples from the bottom and sidewalls of the excavation and submit them to a laboratory for analysis.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Impacted soil will be removed until the analytical results from the confirmation soil sampling indicate that TPH concentrations in soil are below applicable regulatory screening levels for residential (unsanitized) land use.</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Excavated soil will be temporarily stockpiled at the site pending the completion of all soil removal activities and waste profiling.</td>
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</tr>
<tr>
<td>Following the completion of soil removal, the excavation will be backfilled with clean material and the impacted soil will be loaded into trucks for off-site disposal.</td>
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</tr>
<tr>
<td>Geosyntec assumes backfill material will be borrowed from other areas of the Site.</td>
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<td></td>
</tr>
<tr>
<td>It is estimated that the proposed remedial activities will be completed in four mobilizations</td>
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<tr>
<td>(1) Soil Removal Activities</td>
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<td></td>
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</tr>
<tr>
<td>American Integrated Services - Soil Excavation, Stockpiling, Loading, Transportation and Disposal</td>
<td>1</td>
<td>lump</td>
<td></td>
<td>$17,625</td>
<td>$17,625</td>
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<tr>
<td>Eurofins TestAmerica (standard 2-week TAT)</td>
<td>1</td>
<td>ea</td>
<td></td>
<td>$945</td>
<td>$945</td>
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<tr>
<td>Subcontractor markup (5%)</td>
<td></td>
<td></td>
<td></td>
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<td>$1,003.50</td>
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<tr>
<td><strong>Task 1 Subtotal (incl. 12% markup)</strong></td>
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<td><strong>$27,600</strong></td>
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<td>(2) Site Investigation Reporting</td>
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</tr>
<tr>
<td>Senior Principal</td>
<td>2</td>
<td>hrs</td>
<td></td>
<td>$238</td>
<td>$476</td>
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<tr>
<td>Professional</td>
<td>4</td>
<td>hrs</td>
<td></td>
<td>$155</td>
<td>$620</td>
</tr>
<tr>
<td>Senior Staff</td>
<td>13</td>
<td>hrs</td>
<td></td>
<td>$135</td>
<td>$2,025</td>
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<tr>
<td>Communications Fee (3%)</td>
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<td></td>
<td>$94</td>
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<td><strong>Task 2 Subtotal</strong></td>
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<td></td>
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<td><strong>$3,215</strong></td>
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<tr>
<td><strong>Total Labor &amp; Expenses</strong></td>
<td></td>
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<td></td>
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<td>$9,800</td>
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<tr>
<td><strong>Total Subcontractors</strong></td>
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<td>$21,074</td>
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<tr>
<td><strong>Total Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$30,900</strong></td>
</tr>
</tbody>
</table>
November 19, 2019

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: River Partners Contract Amendment No. 1 for the FESSRO Project

Recommended Action:
Approve a contract Amendment No. 1 with River Partners to extend the contract termination date and increase budget by $1,867,187 for work on the FESSRO project and authorize Executive Director to sign and execute upon review of General Counsel.

Discussion:
TRLIA entered into an agreement with River Partners in May 2014 for restoration design services and construction work for the FESSRO advance mitigation bank. Over the past year, TRLIA has been working with DWR to finalize the design of the bank and this has resulted in a revised restoration plan that includes significantly more forest than grasslands. Additionally, installation of the plants had incorporated the use of California Conservation Corps crews and due to limited availability and expertise, this is no longer feasible. As a result, projects costs have increased. Amendment No. 1 will increase River Partners budget by $1,867,187 to $4,811,430. Finally, due to the length of time it has taken for the State to review the project, construction has also been delayed and is currently scheduled for 2020, pending necessary approvals, therefore, Amendment No. 1 will also extend the contract termination date by four and half years to December 31, 2024. The current contract balance is approximately $2.5M.

Fiscal Impact:
TRLIA’s work on the FESSRO project are 100% funded by the State.
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
RIVER PARTNERS

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ____ day of ____________, 2019, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and RIVER PARTNERS, ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide professional services dated May 6, 2014 ("AGREEMENT");

WHEREAS Operative Provision 2 provides the term for the contract;

WHEREAS Provision A.1 describes services to be provided;

WHEREAS Provision B.1 states the base contract fee for the services;

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 30, 2020 to December 31, 2024;

2. Provision A.1 is amended as described in Attachment A to this amendment; and

3. Provision B.1 is amended to increase the contract fee by $1,867,187 from $2,944,243 to $4,811,430

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 __________, 2019.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

RIVER PARTNERS

Julie Rentner
Executive Vice President

ATTEST:
Rachel Ferris
Secretary

APPROVED AS TO FORM:
Andrea P. Clark
General Counsel
Mission Statement:
Creating wildlife habitat for the benefit of people and the environment.

Nov 8, 2019

Claire Marie Turner
MBK Engineers

Claire Marie -

Paul Brunner, Executive Director of TRLIA, requested that River Partners provide a revised budget for the 500-acre TRLIA Advanced Mitigation contract, originally executed May, 2014. The purpose was to update the budget to incorporate design changes to the mitigation bank.

The primary change to the bank was the conversion of 215 acres of grasslands to various forest communities, which significantly impacted the overall cost.

<table>
<thead>
<tr>
<th>Habitat Type</th>
<th>Original Design</th>
<th>New Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elderberry Savannah</td>
<td>17</td>
<td>100</td>
</tr>
<tr>
<td>Mixed Riparian Forest</td>
<td>120</td>
<td>224</td>
</tr>
<tr>
<td>Riparian Scrub</td>
<td>65</td>
<td>96</td>
</tr>
<tr>
<td>Valley Oak Woodland</td>
<td>85</td>
<td>82</td>
</tr>
<tr>
<td>Grasslands</td>
<td>215</td>
<td>0</td>
</tr>
</tbody>
</table>

A secondary change involved the use of the CCCs. The original concept was to have the CCCs do nearly all of the fieldwork, while projects implemented since the signing of the contract have shown that this is not feasible due to CCCs availability and expertise.

Total requested additional funds: $ 1,867,187

Michael Rogner
Senior Ecologist
River Partners