



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Yuba County Government Center, Board Chambers

915 Eighth Street, Suite 109A

Marysville, California

MAY 29, 2018 – 2:00 P.M.

SPECIAL MEETING

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Authority only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk of the Board.

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

A. Approve meeting minutes of April 17, 2018.

B. Approve expenditure of \$1,500 per person for board members and Executive Director wishing to attend annual Flood Management Association conference September 4 -7th, held in Reno, Nevada.

C. Approve contract with Mead & Hunt for professional services in the amount of \$25,000; and authorize Executive Director to execute upon review and approval of Counsel.

IV CLOSED SESSION:

1. Pending litigation pursuant to Government Code §54956.9(a) - TRLIA vs. Richard G. Wilbur, et al., CVG 18-00493, APNs 018-150-012, 018-180-080, and 018-180-082

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

3. Conference with Legal Counsel - Anticipated litigation significant exposure to litigation pursuant to Government Code paragraph (2) of subdivision (d) of Section 54956.9 - One Case

V BOARD AND STAFF MEMBER REPORTS

A. Miscellaneous staff reports

VI 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

APRIL 17, 2018

MINUTES

Call to order 2:01 p.m. with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Gary Ledbetter, and Andy Vasquez. Director Doug Lofton was absent. Also present were Executive Director Paul Brunner, Special Counsel Kelly Pope, and Clerk of the Board of Supervisors Rachel Ferris. Chair Atwal presided.

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

II **PUBLIC COMMUNICATIONS:** None.

III **SPECIAL PRESENTATION:**

A. Receive Financial Statements for Fiscal Year 2016-2017. Financial Consultant Seth Wurzel recapped the Financial Statements and provided a PowerPoint presentation on the following:

- ♦ Annual Financial Report
- ♦ Year End June 30, 2017 assets exceeded liabilities by 46.5 million
- ♦ Combined Fund Balance decrease by 2 percent
- ♦ Capital Assets decrease
- ♦ Auditors summary
 - Report on Financial Statements
 - Report on Internal Controls

Executive Director Paul Brunner advised the audit would be placed on the website.

IV **AGENDA ITEMS**

A. Approve minutes of the meeting of March 20, 2018.

MOTION: Move to approve

MOVED: Rick Brown SECOND: Andy Vasquez

AYES: Sarbdeep Atwal, Rick Brown, Gary Ledbetter, Andy Vasquez

NOES: None ABSTAIN: None ABSENT: Doug Lofton

B. Approve contract with Sills Ag Consulting Inc., in the amount of \$22,010, and authorize the Executive Director to execute upon review and approval of General Counsel. Executive Director Paul Brunner recapped necessity of engaging the services of an Ag Consultant, and responded to Board inquiries.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Rick Brown

AYES: Sarbdeep Atwal, Rick Brown, Gary Ledbetter, Andy Vasquez

NOES: None ABSTAIN: None ABSENT: Doug Lofton

V **BOARD AND STAFF MEMBER REPORTS**

Executive Director Paul Brunner: Attended awards ceremony and received “ASCE 2017 Outstanding Small Project” for Yuba Goldfields 100 Year Interim flood Control Project.

VI. **CLOSED SESSION:** The Board retired into closed session at 2:21 p.m. and returned at 3:29 p.m. with all members present as indicated above. There was nothing to report.

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 018-180-066 and 078 Gallier
 - B. APN 018-180-082 and 018-150-012 Wilbur
 - C. APN 018-170-020, 018-150-010, and 018-150-057 Triangle Properties, Inc.
 - D. APN 018-180-085 Nunes

2. Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to Government Code paragraph (2) of subdivision (d) of Section 54956.9: One Case

VII **ADJOURN:** 3:30 p.m.

_____ Chair

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

Approved: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

May 15, 2018

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director *PGB*
SUBJECT: Authorize Travel and Travel Expense for TRLIA Board Members and
TRLIA Executive Director to Attend Annual FMA Conference

Recommended Action:

Approve an amount of \$1,500 each for TRLIA Board Members and Executive Director wishing to attend the annual FMA Conference to be held September 4 - 7th at the Atlantis Casino Resort Spa in Reno, Nevada.

Discussion:

The Annual FMA Conference will bring together over 600 floodplain professionals to discuss adaptive strategies for implementing changing federal regulations affecting projects in the floodplain. The link for more details as they become available: <http://floodplain.org/annual-conference>.

The conference provides an excellent forum to learn from fellow flood control professionals and share the outstanding work that has been accomplished by TRLIA and its partners (Yuba County, RD 784, YCWA, and DWR) to a wide spectrum of professionals.

Fiscal Impact:

The cost of attending this conference is included in the TRLIA FY 18/19 Budget.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

TO: Three Rivers Levee Improvement Authority Board
DATE: May 29, 2018
FROM: Paul G. Brunner, Executive Director *PGB/aw*
SUBJECT: Mead & Hunt Contract for Engineering Services

Recommended Action:

Approve Mead & Hunt contract in the amount of \$25,000 and authorize the Executive Director to sign and execute the contract, once the contract has been reviewed by General Counsel.

Background:

The State of California Urban Levee Design Criteria (ULDC) sets forth levee design criteria for providing an urban level of flood protection. ULDC requires that wind setup and wave runup be considered when designing for a 200-year level of protection. Specifically, it requires that the top of the levee be set at an elevation that is the higher of the 200-year design water surface elevation plus 3 feet, or the design water surface elevation plus computed wind and wave elevation. Wind and wave must also be considered when evaluating erosion.

Discussion:

The Goldfields 200-Year Project is being designed in accordance with the ULDC. Mead & Hunt would evaluate wind setup and wave runup for the Goldfields 200-Year Project.

Fiscal Impact:

This is a time and material contract and can be terminated at any time, with TRLIA only obligated to pay for the work completed at the time of termination. The estimated fee for this work is \$25,000. The work being performed for the Goldfields 200-Year Project is cost shared with the State (85% State/15% Local).

Attachment:

1. Mead & Hunt Contract
2. Mead & Hunt Scope of Work

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional services ("Agreement") is made as of the Agreement Date set forth below by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and Mead & Hunt, Inc. 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: May 29, 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. **Rahul Ranade** is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - General Provisions

8. TERMINATION. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

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

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

MEAD & HUNT, INC.

Paul G. Brunner, P.E.
Executive Director

Rahul Ranade
Vice President

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 **Goldfields 200-Yr Levee Project Wind/Wave Analysis**, 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 \$25,000; 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 \$25,000 without an amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Board of Directors.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay 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:

(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

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

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":

Mead & Hunt
Rahul Ranade, Vice President
180 Promenade Circle, Suite 240
Sacramento, CA 95834-2292

**Appendix to
Attachment A**

Scope of Work

Goldfields 200-Year Levee Project

Wind – Wave Analysis

**May 4, 2017
Yuba County, California**



Agreement with:

**Mead
& Hunt**

Offices Nationwide
www.meadhunt.com

Mead & Hunt, Inc.
Scope of Work for
Goldfields 200-Year Levee Project Wind/Wave Analysis
May 4, 2018

This Scope of Services defines the engineering consulting services (SERVICES) to be provided by Mead & Hunt, Inc. (Mead & Hunt) to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA) to support the Goldfields 200-Year Levee Project. SERVICES are generally described as:

Professional consulting engineering services associated with analysis and reporting to establish Wind/Wave setup and runup criteria for levee design.

Project Understanding

The TRLIA has established the need to extend the Upper Yuba South Levee to prevent outflanking during a 200-year flood event. The project will construct a supplemental levee southwest of the Yuba Gold Fields extending approximately 3-miles upstream to high ground. A preliminary alignment is shown in the Wood Rodgers February 2018 200-year Goldfields Levee Project, Option 1 Layout figure. A wind-wave analysis in accordance with the Urban Levee Design Criteria (ULDC) Section 7.17 is required to establish the Minimum Top of Levee (MTOL) for design. Proposed levee is outside of FEMA mapped floodway and 100-year analysis is not required.

MBK Engineers will provide the design water surface elevation (DWSE) data and topographic mapping to support the analysis. Mead & Hunt will work with MBK Engineers and other consultants to obtain other data to support the investigation for available sources. The need for field investigation by Mead & Hunt is not anticipated.

The proposed levee is fronted against mining properties. For planning and land use decision making, TRLIA also requires a review of the sensitivity of computed setup and runup to future mining activities.

Scope of Work

Mead & Hunt's Scope of Work includes the following tasks. All deliverables are electronic:

Task 1 – Project Management and Coordination

1.1 Project Administration

Mead & Hunt will internally manage their contract scope, budget, and schedule under this task. Coinciding with monthly invoicing, we will prepare monthly progress reports documenting activities.

Deliverable – Monthly progress reports.

1.2 Project Team Meetings and Coordination

We have budgeted 12 hours for project meetings and miscellaneous coordination.

Deliverable: *Review of meeting agendas and minutes prepared by others.*

1.3 Quality Assurance/Quality Control

Mead & Hunt will perform quality assurance reviews of design submittals under this subtask.

Task 2 – Wind-Wave Analysis

Mead & Hunt will perform analysis to establish wind setup and wave runup to comply with ULDC 7.17. Activities include procure and review supporting data, identify fetch geometry, calculate statistical wind speeds, perform modeling, and evaluate results. Approach will comply with applicable US Army Corps of Engineers (COE) Engineering Manuals and ULDC, with simulations using COE Coastal Engineering Design and Analysis System, ACES software and National Weather Service statistical wind speed data.

2.1 Analysis

Develop 200-year wind setup-wave runup for existing waterside conditions at intervals along the levee alignment and review with team. Up to 3 sites along levee alignment.

2.2 Reporting

Prepare design report documenting the approach, inputs, analysis, results and evaluation of results. Report will provide level of detail for independent consultant review, findings, and certification. Review draft report with design team and prepare final report.

2.3 Future Condition Assessment

Perform additional modeling to evaluate up to 4 future condition scenarios. The approach will assess the sensitivity of results to various scenarios representing potential changes in waterside land use, topography, vegetation cover, etc. Coordinate with TRLIA and design team and provide input into development critical cases for modeling. Provide summary table. Prepare a separate Technical Memo or addendum to existing conditions report.

Deliverables: *Draft and Final Wind Analysis Report, Future Conditions Technical Memorandum.*

Assumptions

1. All deliverables will be electronic submittals or e-delivery to printers for direct bill to TRLIA.
2. MBK to provide water surface profiles for design events.
3. Waterside topography provided by others.
4. Site conditions based upon aerial photography and data provide by others, no site investigations assumed.
5. Evaluation of potential for erosion damage in accordance with ULDC 7.1 using wind-wave analysis results will be performed by others or under a separate scope of work.
6. BOSCIPE meeting participation, as required, would be scoped separately.

7. Proposed levee is outside of FEMA mapped floodway and 100-year analysis is not required.
8. TRLIA, MBK, Design Team will review draft and final reports within 2 weeks of receipt.

Budget

The work described in the Scope of Work will be performed on a time-and-expense basis in accordance with the attached Mead & Hunt's 2018 standard billing rates and the Agreement provisions. The estimated probable costs and expenses will not exceed *Twenty-five thousand dollars* (\$25,000). Mead & Hunt will notify the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY if services requested are anticipated to exceed total budgeted amount.

Budget Summary		
Task 1	Project Management, Coordination & Quality Control	\$6,807
Task 2	Wind-Wave Analysis	
2.1	Analysis	\$9,518
2.3	Reporting	\$5,855
2.3	Future Conditions Assessment	\$2,820
	Total:	\$25,000

Schedule

Initial results will be provided within 6 weeks authorization to proceed or 4 weeks after receipt of all data. Budget assumes completion of all work within 4 months.