

AMENDMENT NO. 7
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

THIS SEVENTH AMENDMENT TO AGREEMENT (“Amendment”) is made effective July 16 2019 by and between the Three Rivers Levee Improvement Authority (“TRLIA”) and David T. Williams & Associates, Engineers, LLC. (“Consultant”), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective September 15, 2009 the parties entered into an Agreement (“AGREEMENT”) for Professional Services relating to Engineering Services for TRLIA’s Construction Program for a total contract amount of \$75,000.
 - 1.2. Effective March 4, 2010 the parties modified the AGREEMENT to change the Consultant prime contractor and increase the budget by \$13,000 to a total contract amount of \$88,000.
 - 1.3. Effective November 16, 2010 the parties entered into Amendment 1 to the AGREEMENT to extend the contract termination date to December 31, 2011.
 - 1.4. Effective January 17, 2012 the parties entered into Amendment 2 to the AGREEMENT to extend the contract termination date to December 31, 2012.
 - 1.5. Effective October 30, 2012 the parties entered into Amendment 3 to the AGREEMENT to increase the budget by \$81,000 to a total contract amount of \$169,000.and extend the contract termination date to December 31, 2013; and
 - 1.6. Effective January 21, 2014 the parties entered into Amendment 4 to the AGREEMENT to extend the contract termination date to December 31, 2014; and
 - 1.7. Effective September 13, 2016, the parties entered into Amendment 5 to the AGREEMENT to extend the contract termination date to December 31, 2017;
 - 1.8. Effective August 21, 2018, the parties entered into Amendment 6 to the AGREEMENT to extend the contract termination date to December 31, 2021; and
 - 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 the Consultant are amended to add to the existing contract amount (\$169,000) the additional amount of \$5,100 for an amended contract amount of \$174,100.

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

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


_____.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY



Paul G. Brunner
Executive Director

DAVID T. WILLIAMS & ASSOCIATES,
ENGINEERS, LLC



David T. Williams
President

ATTEST:

APPROVED AS TO FORM:

SCOPE OF WORK AND FEE

July 16, 2019

FOR ENGINEERING SERVICES
TO THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
BY DR. DAVID WILLIAMS, P.E., OF DAVID T. WILLIAMS
& ASSOCIATES ENGINEERS, LLC.

I. CONTRACT & BACKGROUND

This scope of work and fee is in support of Amendment 7 to the Agreement for Professional Services contract executed between David T Williams & Associates Engineers, LLC and TRLIA executed September 15, 2009.

Due to the complexity of the Goldfields project, the level of effort for Mr. Williams' services on the Goldfields exceeded that which was originally anticipated. Therefore, Amendment 7 will provide additional budget for Mr. Williams to perform the services requested by TRLIA through the remainder of the contract period (December 2021) for the Goldfields 200-Year Project.

II. SCOPE OF WORK

Dr. Williams will continue to serve as an expert hydraulic engineer on the Independent external peer review panel (IEPR Panel) for TRLIA's Goldfields Project. In this role, Dr. Williams 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 a report prepared by the panels. 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;
- Review of and comment on the engineer's report supporting compliance with FEMA regulations;
- Preparation of report documenting comments, findings, and opinions;
- Coordination with TRLIA and TRLIA consultants to clarify and resolve comments; and
- Coordination with other SAR Panel/IPE members, participating in conference calls, meetings, and site visits as scheduled.

III. OUT-OF-STATE TRAVEL

Out-of-state travel may be required for the Goldfields Project. Any such travel, and the purchase and/or payment of such travel, must be pre-approved by TRLIA and the State of California.

IV. ESTIMATED FEE

APPENDIX TO ATTACHMENT A

Dr. William's hourly rate for this effort is \$300. An additional 12 hours for the Goldfields Project have been estimated for this work. An additional travel budget of \$1,500 is also included. The estimated fee associated with this task order is \$5,100. Work shall be performed on a time and materials basis.

V. TIME SERVICES RENDERED

Work accomplished under this scope of work is anticipated to occur between August 2019 and December 2020.