

AMENDMENT NO. 14

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PHASE 4 FEATHER RIVER LEVEE REPAIRS
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
BOOKMAN-EDMONSTON/GEI CONSULTANTS

THIS 14th AMENDMENT TO AGREEMENT is made effective DEC 18,
by and between Three Rivers Levee Improvement Authority (“TRLIA”) and Bookman-
Edmonston/GEI Consultants, a division of GEI Consultants, Inc. (“Contractor”), who
agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee project with a contract value of \$1,439,400.
 - 1.2. Effective April 25, 2006, the parties entered into Amendment No. 1 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of \$3,082,240 for a total contract value of \$4,521,640.
 - 1.3. Effective June 27, 2006, the parties entered into Amendment No. 2 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of \$32,700 for a total contract value of \$4,554,340.
 - 1.4. Effective October 30, 2006, the parties entered into Amendment No. 3 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of \$262,500 for a total contract value of \$4,816,840.
 - 1.5. Effective January 16, 2007, the parties entered into Amendment No. 4 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of \$115,000 for a total contract value of \$4,931,840.
 - 1.6. Effective April 3, 2007, the parties entered into Amendment No. 5 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of \$5,860,244 for a total contract value of \$10,792,084.
 - 1.7. Effective September 18, 2007, the parties entered into Amendment No. 6 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather

River Setback Levee design in the amount of \$1,963,660 for a total contract value of \$12,755,744.

- 1.8. Effective April 15, 2008, the parties entered into Amendment No. 7 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$636,300 for a total contract value of \$13,392,044.
- 1.9. Effective June 17, 2008, the parties entered into Amendment No. 8 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$5,671,000 for a total contract value of \$19,063,044.
- 1.10. Effective September 8, 2008, the parties entered into Amendment No. 9 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$358,200 for a total contract value of \$19,421,244.
- 1.11. Effective November 18, 2008, the parties entered into Amendment No. 10 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$536,764 for a total contract value of \$19,958,008.
- 1.12. Effective July 9, 2009, the parties entered into Amendment No. 11 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$829,986 for a total contract value of \$20,787,994.
- 1.13. Effective May 18, 2010, the parties entered into Amendment No. 12 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$860,948 for a total contract value of \$21,648,942.
- 1.14. Effective May 17, 2011, the parties entered into Amendment No. 13 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$668,980 for a total contract value of \$22,317,922 and to extend the contract termination date to December 31, 2013.
- 1.15. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.

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

- 2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B-E/GEI, dated December 13, 2005) is amended to expand the scope of work as described by letter dated November 30, 2012 (Exhibit A) to address additional project requirements for the Segment 3 Toe Access Corridor, as well as other potential additional/out of scope work items for the Feather River Levee Repair Project.

- 2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended by the attached Exhibit A to include the additional amount of \$433,813 for a total contract of \$22,751,735.
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.

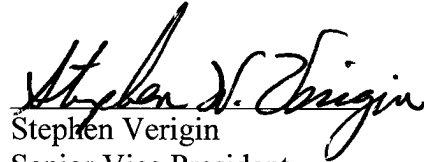
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2012.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY



Paul G. Brunner
Executive Director

BOOKMAN-EDMONSTON, A
DIVISION OF GEI
CONSULTANTS, INC.



Stephen Verigin
Senior Vice President

ATTEST:
DONNA STOTTLEMEYER
SECRETARY, THREE RIVERS



APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL, TRRIA





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Oakland, California 94612
510-350-2900
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November 30, 2012
050115

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

Re: Agreement for Professional Services on Three Rivers Levee Improvement Authority's Phase 4 Feather River Levee Repair Project – Request for Amendment No. 14

Dear Mr. Brunner:

In follow up to recent conversations with Mr. Larry Dacus, TRLIA Design Manager, the purpose of this letter is to present scope of work and cost estimates for addressing additional work items for continued support for TRLIA's levee repair program.

Contract Amendment No. 13 approved on May 17, 2011 included work items related to support for TRLIA's compliance with the State of California's 200-year criteria, design and construction support for 2011 setback area activities, miscellaneous project support through 2011, and updating Phase 1 Environmental Site Assessments to support land transfer to the State of California. While most of the work items addressed in Contract Amendment No. 13 have been completed, several are in progress or remain to be completed. In addition, TRLIA's needs have evolved from what was anticipated when Amendment No. 13 was approved, and as a result we have performed additional work items not included in Amendment No. 13. These additional work items have included:

- Preparation of preliminary designs and regulatory support for the Segment 3 toe access corridor improvements
- Support to TRLIA's activities in 2012, including continued interactions with DWR's ULE program, 2012 setback area field activities, preparation of EIP closeout documentation, and miscellaneous project coordination

The purpose of this Amendment No. 14 is to conform the project scope and budget to current project requirements as they are now understood by the TRLIA team. The work items currently identified are described below. The cost estimates for these additional work items are included in Attachment 1. In summary, we estimate that a net budget increase of \$433,813 is needed to complete the work items described below.

- **Segment 3 Toe Access Corridor Design** – The design and construction requirements for landside toe access corridor improvements north of Island Ave in Segment 3 have evolved substantially due to input from adjacent landowners and CVFPB. It is now anticipated that detailed designs and construction drawings will be prepared for the toe access corridor improvements to support contract bidding and construction. This work will include finalizing the preliminary designs prepared by GEI that are expected to be authorized by the CVFPB in November, and extending the design north through land that will be acquired by TRLIA.
- **Segment 1 Through-Seepage Design** – The 2012 DWR ULE study of Feather River Segment 1 has identified a reach of the Segment 1 levee that does not meet one of the new guidelines recently adopted as part of the 2011 Urban Levee Design Criteria related to levee through-seepage. This reach of levee was previously evaluated by GEI in 2006 based on the governing criteria at the time and it was determined that the reach of levee did not exhibit criteria exceedance or potential for excessive through-seepage. Although through-seepage and piping potential on the landside levee slope is qualitatively judged to pose a low risk to levee integrity, TRLIA has directed GEI to design a filtered berm to mitigate the Urban Levee Design Criteria exceedance in support of TRLIA 200-year compliance determination process.
- **Bidding and Construction Documentation Support for 2013 Construction** – Construction of the Segment 3 toe access corridor improvements and Segment 1 filtered berm is anticipated to be performed under one construction contract. GEI support to TRLIA during bidding and construction is expected to include:
 - Bidding support, including support in preparing a bid package, participating in a pre-bid meeting, addressing bidder questions, reviewing bids, and recommending contract award
 - Contract support during construction, including review of contractor Request for Information (RFI's), submittals and invoices
 - Contract close-out, including preparation of a Construction Report Addendum and As-Built Drawings
- **Field Support for 2013 Construction** – GEI will provide a construction inspector to support TRLIA's construction manager during construction of the Segment 1 and 3 improvements. For budgetary purposes, it is assumed that the project will have a 3-month duration during the spring/summer 2013.
- **Continued Project Support Through 2013** – TRLIA has requested GEI's continued project support in addressing the following items:
 - Support TRLIA in review of DWR ULE evaluation of RD 784 levees
 - Support to TRLIA for Feather River Setback Area land use issues, monitoring and reporting requirements, and land ownership transition.

- Support to TRLIA for Bear River Setback Area land use issues, monitoring and reporting requirements, and land ownership transition.
 - Support to TRLIA in complying with EIP funding requirements, including project reporting and closeout.
 - Support to TRLIA in coordination with CVFPB, DWR, and Corps of Engineers.
 - Project management support.
- **Remaining Activities That Were Included in Amendment No. 13:**
 - Support for TRLIA's Compliance with State of California's Newly Released 200-year Interim Levee Design Criteria – This activity is expected to be initiated in the next month or two as soon as the updated river water surface profiles become available.
 - Review of monitoring data obtained by RD 784 for the reach of Segment 1 levee where a crack was repaired – We are scoped to continue our oversight through 2013.
 - Assessment of the Corps PL84-99 Relief Wells at the Site 7 Extension reach of the Segment 1 levee – We intend to coordinate this activity with RD 784's inspection and pump testing of the relief wells to minimize overall cost.
 - Assist TRLIA in preparation of a comprehensive O&M manual addendum for the levee system protected by TRLIA-repaired levees, if required by the U.S. Army Corps of Engineers.
 - Update Phase 1 Environmental Site Assessments – While this activity was included in Amendment No. 13, we understand there is uncertainty whether it will be needed. For purposes of establishing a reasonable estimate of remaining cost requirements, we've removed it from the scope and budget pending your review and concurrence.

As agreed to in previous discussions between Ray Hart and Paul Brunner and summarized in our letter dated July 9, 2009, GEI agreed to revert to using its 2008 billing rates and reduce the mark-up on subcontracts to 10% going forward to help TRLIA manage its costs in this challenging economic climate. For the work included in this amendment, GEI proposes to continue to hold the same 2008 fee schedule, included as Attachment 2, which represents a decrease of approximately 10% from our current standard rates.

The scope and budget adjustments contained herein represent our best estimate at this time to perform the activities discussed above. With this said, we strive to conduct our work as efficiently as possible. We will manage our efforts and strive to keep actual costs under the approved budget.

We are pleased with the opportunity to work with you and your staff during the final phase of this vitally important project. Please call me or Dan Wanket if you have any questions.

Mr. Paul Brunner

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November 30, 2012

Sincerely,
GEI Consultants,

A handwritten signature in black ink that reads "Alberto Pujol". The signature is written in a cursive style with a horizontal line striking through the middle of the name.

Alberto Pujol, P.E., G.E.
Project Manager

Attachments 1 and 2

C: Larry Dacus and Ric Reinhardt (TRLIA/MBK Engineers)
Ray Hart, Steve Verigin, and Dan Wanket (GEI Consultants)

Attachment 1

Cost Estimate Tables

Table 1
Three Rivers Levee Improvement Project
Cost Estimate - Amendment No. 14

11/29/2012

Work Item	Estimated Cost for Out-of-Scope Items				Comments/Assumptions
	GEI Costs (2008 rate Schedule)			Total	
	Hours	Rate	Labor Est. ODC Cost		
Segment 3 Toe Access Corridor Design	598	90,336	4,500	94,836	- see Table 2
Segment 1 Thru Seepage Design	174	25,696	400	26,096	- see Table 2
Bidding and Construction Documentation Support for 2013 Construction	240	37,056	1,700	38,756	- assume Segment 1 and Segment 3 work are bid and constructed under one contract - see Table 2
Field Support for 2013 Construction	708	79,584	2,000	81,584	- assume Segment 1 and Segment 3 work are under one contract and conducted simultaneous - see Table 2
Continued Project Support Through 2013: - Support TRLIA in review of DWR ULE evaluation of RD 784 levees - Feather River Setback Area land use, reporting, and transition support - Bear River Setback Area land use, reporting, and transition support - EIP funding support – project reporting and closeout - Support with CVFPB coordination - Project management support	520	200	104,000	104,000	- Allowance for 40 hours per month thru December 2013 (Note CO 13 covered the period through December 2011)
Remaining Activities that were Included in Amendment No. 13 - Support for TRLIA's compliance with State's 200-year Interim Levee Design Criteria - Continued support on Segment 1 crack monitoring/evaluation - Preliminary assessment of Corps PL84-99 Relief Wells at Site 7 Extension - Assist TRLIA in preparation of comprehensive O&M manual addendum for levee system protected by TRLIA-repaired levees	2242	330,250	63,840	394,090	- From CO #13
Update Phase 1 ESA's: - Bear River Setback Levee - Feather River Levee Segments 1 and 3 - Feather River Setback Levee					- Included with CO #13. Budget removed from scope at this time, and can be added later at TRLIA's discretion if needed to support land transfer.
Total Estimated Cost				\$739,362	
Remaining Budget as of 11/23/12				\$305,549	
Required Amount of Change Order 14				\$433,813	

1) Other Possible Items Not Included at this time:

- Updated Phase 1 ESA's

- Preparation of design and construction support for replacement of Corps PL84-99 relief wells at Site 7 Extension if needed

2) If TRLIA determines that these or other issues need to be addressed, GEI will prepare a scope and budget for subsequent contract amendment

3) Environmental compliance to be performed by others directly for TRLIA

4) Survey to be provided by TRLIA

Table 2
 Three Rivers Levee Improvement Project
 Cost Estimate Detail for CO 14
 11/29/2012

Item	AP 212	DW 189	LS 189	Gr6 160	Gr5 140	Gr3 106	Draft 96	Adm 78	GEI Est. LOE	Estimated Cost		Total Estimate Cost	Comments / Assumptions
										Labor Cost (2008 rates)	Subcontr act		
Segment 3 TAC - Design													
Support TRLIA permitting and ROW acquisition activities	20	40			16		8		84		\$1,000	\$15,808	- allowance
Geophysical survey to locate PG&E gas line					24				24		\$500	\$6,360	- based on proposal from Gasch - estimated labor LOE
Prepare Drawings	32	32			200		80		344			\$48,512	- assume 11 current drawings - 8 hrs remaining per drawing - assume 4 new drawings for reach to north @ 60 hrs per - Survey provided by TRLIA
Prepare specifications	24	8		80				8	120		\$500	\$20,524	- assume based on Seg 1 and 3 specification package
Quantity and bid schedule	2	8				16			26			\$3,632	
									0			\$0	
Total - Segment 3 TAC - Design	78	88	0	80	240	16	0	88	8	598	\$2,500	\$90,336	\$94,836
Segment 1 Thru Seepage - Design													
Drawings	16	16			60		40		132		\$200	\$18,856	- assume 2 drawings @ 60 hrs per - Survey if needed provided by TRLIA
Prepare specifications	8			16					24		\$200	\$4,456	- supplemental to and included with specs for Segment 3 TAC
Quantity and bid schedule	2	8				8			18			\$2,784	
Total - Segment 1 Thru Seepage - Design	26	24	0	16	60	8	0	40	174		\$400	\$25,696	\$26,096
Bidding and Construction Documentation Support for 2013 Construction													
Bidding support	16	40			8				64		\$1,000	\$13,072	- support TRLIA in preparing bid package - attend pre-bid meeting - answer bidder questions - review bids / recommend award
Design Support (RFI's, Change Orders, Submittal	8	8			40				56		\$200	\$9,008	- allowance
Addendum to Segment 1 and 3 Construction Report / Record Drawings	16	16			24	40	16	8	120		\$500	\$16,676	
									0			\$0	
Total - Bidding and Construction Documentation Support for 2013	40	64	0	0	72	40	0	8	240		\$1,700	\$38,766	
Field Support for 2013 Construction													
Field Construction Staff	24	24				660			708		\$2,000	\$81,584	- assumed 3 month duration @ 10 hrs per day
									0			\$0	
Total - Field Support for 2013 Construction	24	24	0	0	0	660	0	0	708		\$2,000	\$81,584	

Attachment 2

2008 GEI Fee Schedule



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 86
Staff Professional – Grade 2	\$ 96
Project Professional – Grade 3	\$ 106
Project Professional – Grade 4	\$ 118
Senior Professional – Grade 5	\$ 140
Senior Professional – Grade 6	\$ 160
Senior Professional – Grade 7	\$ 189
Senior Consultant – Grade 8	\$ 212
Senior Consultant – Grade 9	\$ 261
Senior Principal	\$ 315

Senior CADD Drafter and Designer	\$ 106
CADD Drafter / Designer and Senior Technician	\$ 96
Technician, Word Processor, Administrative Staff	\$ 78
Office Aide	\$ 62

These rates are billed for both regular and overtime hours in all categories.
 Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a ^{10%} ~~15%~~ service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. AP 7/19/09

Billing Rates for CADD and Specialized Technical Computer Programs – Computer usage for CADD and specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.