

AMENDMENT NO. 22

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

THIS 22<sup>nd</sup> AMENDMENT TO AGREEMENT is made effective June 6, 2017, 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:

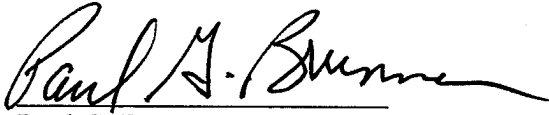
1. **Recitals.** This Amendment is made with reference to the following background recitals:
  - 1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee project with a contract value of \$1,439,400.
  - 1.2. Effective 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. Effective December 18, 2012, the parties entered into Amendment No. 14 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$433,813 for a total contract value of \$22,751,735.
- 1.16. Effective January 21, 2014, the parties entered into Amendment No. 15 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Improvement Project to extend the contract termination date to December 31, 2014.
- 1.17. Effective February 17, 2015, the parties entered into Amendment No. 16 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Improvement Project to extend the contract termination date to December 31, 2016.
- 1.18. Effective May 19, 2015, the parties entered into Amendment No. 17 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Improvement Project in the amount of \$311,270 for a total contract value of \$23,063,005.

- 1.19. Effective November 17, 2015, the parties entered into Amendment No. 18 to the Agreement for Professional Services relating to the Feather River Levee Repair Project and Urban Levee Certification in the amount of \$447,608 for a total contract value of \$23,510,613.
  - 1.20. Effective June 21, 2016, the parties entered into Amendment No. 19 to the Agreement for Professional Services relating to the Feather River Levee Repair Project and Urban Levee Certification in the amount of \$149,902 for a total contract value of \$23,660,515.
  - 1.21. Effective September 20, 2016, the parties entered into Amendment No. 20 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Improvement Project to extend the contract termination date to December 31, 2018.
  - 1.22. Effective February 28, 2017, the parties entered into Amendment No. 21 to the Agreement for Professional Services relating to Goldfields 200-Year Project in the amount of \$598,868 for a total contract of \$24,259,383. The parties now desire to amend the Professional Services Agreement to add additional tasks and increase the contract budget.
2. **Twenty Second 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 May 25, 2017 (Exhibit A) to address additional budget required to support a second construction year for the WPIC 200-Year Standard Project and services for the Feather River Setback Conservation Bank.
    - 2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement, dated December 13, 2005, Attachment B) are amended by the attached Exhibit A to include the additional amount of \$179,104 for a total contract of \$24,438,487.
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  
June 6, 2017

THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY OF YUBA COUNTY



Paul G. Brunner  
Executive Director

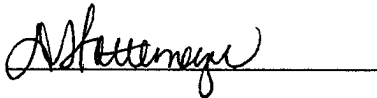
BOOKMAN-EDMONSTON,  
A DIVISION OF GEI  
CONSULTANTS, INC.



*Dan Wanker*  
For

Stephen Verigin  
Senior Vice President

ATTEST:  
DONNA STOTTLEMEYER  
SECRETARY, THREE RIVERS



APPROVED AS TO FORM:  
ANDREA P. CLARK  
GENERAL COUNSEL, TRRIA





180 Grand Ave., Suite 1410  
Oakland, CA 94612  
510-350-2900  
FAX 510-350-2901

May 25, 2017

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 Contract – Request for Amendment No. 22, Continuing WPIC and FRSCB Environmental Services

Dear Mr. Brunner:

The purpose of this letter is to present a proposed scope of work and budget to complete construction-related biological services supporting TRLIA's Western Pacific Interceptor Canal 200-Year Standard Project (WPIC project) and to provide biological services supporting the Feather River Setback Conservation Bank Project (FRSCB project).

Environmental tasks described below for the WPIC project include those required to complete biological monitoring and reporting during and immediately following project construction to fulfill regulatory permit requirements. These tasks are a continuation of those currently being implemented by GEI under the existing agreement between TRLIA and GEI. Additional funds are necessary to complete biological construction monitoring and reporting because construction was anticipated to be completed in 2016, and remaining funds carried forward into 2017 for this task are insufficient to cover efforts through construction completion now anticipated for late 2017.

Environmental tasks described below for the FRSCB project include those required to complete consultation with specified regulatory agencies and obtain authorizations. They also include biological pre-construction surveys, construction monitoring, and reporting necessary to fulfill mitigation requirements and regulatory permit conditions. The budget developed is based on the current anticipated 2018 construction completion date. No post-construction biological monitoring is included, because such services are anticipated to be provided by the restoration contractor, River Partners. Environmental services for this project were previously covered under TRLIA's contract with AECOM, which expired December 31, 2016.

The cost estimates for all tasks are included in Attachment 1. In summary, we estimate that a net budget increase of \$179,104 (\$129,592 for the WPIC project and \$49,512 for the FRSCB project) is needed to complete the tasks described below. Funds associated

with the FRSCB project do not exceed those that remained available when the AECOM contract expired; the FRSCB budget represents reallocation to GEI of these remaining funds that were previously authorized under Amendment 8 of TRLIA's contract with AECOM.

WPIC and FRSCB project tasks will continue to be managed by Anne King, under Phil Dunn's supervision. GEI has estimated the work and budget required through December 2017 for WPIC construction activities and December 2018 for FRSCB restoration activities.

The following scope of services includes augmentation of WPIC project Tasks 6 and 7, as previously described in Amendment No. 19, and three new tasks for the FRSCB project.

### **WPIC Project**

#### **Task 6: Project Management**

Implementing services described in this amendment requires time for associated management activities, including maintaining close communication with TRLIA and other project team members, attending meetings and calls, managing environmental schedules and budgets, reviewing products prepared by other project team members, and ensuring proper QA/QC of GEI deliverables.

#### **Task 7: Construction-Related Biological Services**

GEI will continue to provide oversight of biological services associated with project construction. Field staff will primarily be provided by GEI, with minor support from one AECOM biologist with experience on the project. The GEI team will coordinate closely with TRLIA's construction manager and the contractor regarding proper installation, monitoring, and maintenance of avoidance and minimization measures. Biologists will conduct regular monitoring visits to verify implementation of biological resource protection measures and conduct surveys and monitoring required by regulatory permits. A monitoring biologist will be onsite daily during initial ground-disturbing activities, and full-time monitoring will be provided during activities with the greatest potential to result in take of giant garter snake or project-related failure of active bird nests. After initial ground disturbance is completed, biologists will monitor construction activities up to 3 days per week, until active bird nests are no longer present near active construction areas. After this time, bi-weekly or weekly compliance monitoring visits will be conducted, depending on project activities. In addition to agency submittals specifically required by the regulatory permits (see deliverables listed below), GEI will provide agency staff with regular updates via email, memoranda, and/or letter reports on construction status and compliance with impact avoidance and minimization measures.

#### **Deliverables:**

- Eight monthly compliance reports (May through December 2017)
- Annual compliance report (October 2017)
- Project completion report (January 2018)

**FRSCB Project****Task 1: Project Management**

Implementing services described in this amendment requires time for associated management activities, including maintaining close communication with TRLIA and other project team members, attending meetings and calls, managing environmental schedules and budgets, and ensuring proper QA/QC of GEI deliverables.

**Task 2: Agency Consultation**

GEI will continue to support Section 7 consultation between the U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service for restoration and management activities. GEI also will support TRLIA and Sacramento Valley Conservancy efforts to gain agency approval of the Bank Enabling Instrument.

**Task 3: Construction-Related Biological Services**

GEI biologists will conduct pre-construction nesting bird surveys and coordinate with River Partners to ensure required biological avoidance and minimization measures are properly installed, monitored, and maintained. Biologists will also be available to monitor active bird nests to ensure restoration activities do not result in nest failure. In addition to the project completion report required under the Streambed Alteration Agreement, GEI will provide agency staff with regular updates via email, memoranda, and/or letter reports on construction status and compliance with impact avoidance and minimization measures.

**Deliverable:**

- Project completion report (January 2019)

We propose using our existing rate schedules to perform work under this amendment. For the WPIC project tasks, GEI will use 2013 rates. For the FRSCB project tasks, GEI will use 2013 rates for Grades 8-10 and 2014 rates for Grades 1-7 and administrative staff, with no further increase in 2018. In addition, GEI has reduced the mark-up on any subcontracts and other direct project expenses to 0% for this amendment. The GEI 2013 and 2014 fee schedules, with noted adjustments, are provided as Attachments 2 and 3.

The scope and budget contained herein represent our best estimate at this time to perform the activities discussed above. In the event that an unforeseen task not included in this scope of work exceeds the hours provided in the scope and budget, GEI will communicate the changes to TRLIA and develop a scope and budget for the additional work. 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.

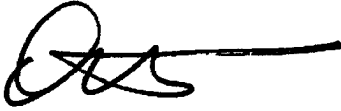
As always, we are pleased with the opportunity to continue working with you and your staff on this vitally important project. Please call me or Phil Dunn if you have any questions.

Mr. Paul Brunner

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May 25, 2017

Sincerely,  
GEI Consultants,

A handwritten signature in black ink, appearing to be 'Dan Wanket', with a long horizontal line extending to the right.

Dan Wanket, P.M.P.  
Contract Manager

Attachment 1: Cost Estimate Tables  
Attachment 2: GEI 2013 Fee Schedule  
Attachment 3: GEI 2014 Fee Schedule

CC: Claire Marie Turner (MBK Engineers)  
Alberto Pujol, Phil Dunn, and Anne King (GEI Consultants)



**Attachment 1**  
**Cost Estimate Tables**

**Table 1**  
**Three Rivers Levee Improvement Project**  
**Cost Estimate - Amendment No. 22**

5/25/2017

Work Item	Estimated Cost (2013/2014 Rate Schedule)			Comments
	Hours	Labor Cost	Est. ODC Total	
<b>WPIC Project</b>				
Task 6: Project Management	56	11,136	-	11,136
Task 7: Construction-Related Biological Services	646	89,164	29,292	118,456
<b>Total WPIC Project Hours and Cost</b>	702	100,300	29,292	129,592
<b>FRSCB Project</b>				
Task 1: Project Management	24	4,756	-	4,756
Task 2: Agency Consultation	60	10,740	-	10,740
Task 3: Construction-Related Biological Services	252	33,016	1,000	34,016
<b>Total FRSCB Project Hours and Cost</b>	336	48,512	1,000	49,512
<b>Total Estimated Cost</b>				<b>\$179,104</b>



**Attachment 2**  
**GEI 2013 Fee Schedule**



**FEE SCHEDULE**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> \$ per hour
Staff Professional – Grade 1	\$ 98
Staff Professional – Grade 2	\$ 108
Project Professional – Grade 3	\$ 118
Project Professional – Grade 4	\$ 133
Senior Professional – Grade 5	\$ 157
Senior Professional – Grade 6	\$ 179
Senior Professional – Grade 7	\$ 212
Senior Consultant – Grade 8	\$ 239
Senior Consultant – Grade 9	\$ 294
Senior Principal – Grade 10	\$ 294
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Senior CADD Drafter and Designer	\$ 118
CADD Drafter / Designer and Senior Technician	\$ 108
Technician, Word Processor, Administrative Staff	\$ 88
Office Aide	\$ 69

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 <sup>0% RD</sup> ~~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.

**Billing Rates for Specialized Technical Computer Programs** – Computer usage for 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 or at a day rate negotiated for each project. 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.

**Attachment 3**  
**GEI 2014 Fee Schedule**



**FEE SCHEDULE**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> \$ per hour
Staff Professional – Grade 1	\$ 101
Staff Professional – Grade 2	\$ 111
Project Professional – Grade 3	\$ 122
Project Professional – Grade 4	\$ 137
Senior Professional – Grade 5	\$ 162
Senior Professional – Grade 6	\$ 184
Senior Professional – Grade 7	\$ 218
Senior Consultant – Grade 8	<del>\$ 248</del> 239 PLD
Senior Consultant – Grade 9	<del>\$ 305</del> 294 PLD
Senior Principal – Grade 10	<del>\$ 305</del> 294 PLD
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Senior CADD Drafter and Designer	\$ 122
CADD Drafter / Designer and Senior Technician	\$ 111
Technician, Word Processor, Administrative Staff	\$ 91
<u>Office Aide</u>	<u>\$ 71</u>

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. Rates for Deposition and Testimony are increased 1.5 times.

**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 ~~15%~~ <sup>0%</sup> 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.

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