

AMENDMENT NO. 6

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
LARSEN WURZEL & ASSOCIATES, INC.

THIS SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is made as of the execution date set forth below by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (THREE RIVERS LEVEE IMPROVEMENT AUTHORITY), and LARSEN WURZEL & ASSOCIATES, INC. *formerly SETH WURZEL CONSULTING, INC.* (CONSULTANT).

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CAPITOL PUBLIC FINANCE GROUP, LLC (an assignor of the AGREEMENT to the CONSULTANT) entered into an agreement on April 27, 2010 to provide professional consulting services ("AGREEMENT");

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

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CAPITOL PUBLIC FINANCE GROUP, LLC entered into THE FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on June 15, 2010 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, CAPITOL PUBLIC FINANCE GROUP, LLC and SETH WURZEL CONSULTING, INC. entered into an ASSIGNMENT AGREEMENT assigning the AGREEMENT from CAPITOL PUBLIC FINANCE GROUP, LLC to SETH WURZEL CONSULTING, INC. on June 1, 2011.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and SETH WURZEL CONSULTING, INC. entered into THE SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on January 3, 2012 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, on August 1, 2013 SETH WURZEL CONSULTING, INC. changed its name to LARSEN WURZEL & ASSOCIATES, INC.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on December 17, 2013 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on December 15, 2015 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and LARSEN WURZEL & ASSOCIATES, INC. entered into THE FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES on October 3, 2017 amending both the term and base contract fee of the AGREEMENT.

WHEREAS, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT desire to further extend the term and budget of the Agreement;

NOW, THEREFORE, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT agree to as follows;

1. **APPENDIX A TO ATTACHMENT A, SCOPE OF WORK AND BUDGET.** Appendix A to Attachment A, Scope of Work, Sections 3 - Proposed Schedule and 4 – Proposed Budget and Payment shall be amended to reflect the amended Sections 3 and 4 to the Scope of Work and Budget described in Attachment A attached to this SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES.
2. **OPERATIVE PROVISION 2 OF THE AGREEMENT, TERM.** Operative Provision 2 of the Agreement shall remain unchanged. The termination date of the Agreement is December 31, 2019.

Notwithstanding the term set forth above, and unless the 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 TRLIA time in which to complete a novation or renewal contract for Contractor and TRLIA approval.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement.

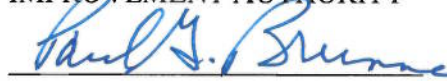
3. **ATTACHMENT B, ARTICLE B.I, BASE CONTRACT FEE.** Article B.I shall be revised to increase the maximum not to exceed total contract fee of the Agreement by \$175,000 from \$970,000 to \$ 1,145,000.

All other terms and conditions contained in the AGREEMENT shall remain in full force and effect.

This SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is hereby executed on this 18 day of December 2018.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

LARSEN WURZEL & ASSOCIATES, INC.

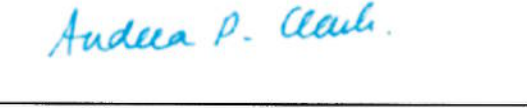


Paul G. Brunner, P.E.
Executive Director

Seth Wurzel
President

ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD

APPROVED AS TO FORM:
ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT
GENERAL COUNSEL



Attachment A to Sixth Amendment

Scope of Work and Budget

Sections 3 and 4 of the approved Scope of Work and Budget are hereby modified as follows. All other terms within the Scope of Work and Budget shall remain unchanged.

4. Proposed Budget and Payment

The work defined in the scope of this proposal will be performed on a time-and-materials basis up to a specific maximum amount.

The total budget to provide all work for the listed scope of work for the contract period is \$1,145,000, which includes this amendment for \$175,000. This is CONSULTANT's estimate of the amount of budget that may be required to perform the above-listed scope of work. With this type of work, a moderate level of uncertainty is inherent, and this uncertainty is reflected in this budget. Consequently, the estimated budget may be in excess of or under the funds required to perform the requested work.

CONSULTANT will charge for services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, CONSULTANT will bill only for the work completed up to the authorized budget amount. CONSULTANT's hourly billing rates are included within **Exhibit A** attached hereto and are effective January 1, 2018.

If additional work is required or requested, CONSULTANT will request authorization for additional budget with the understanding that terms would be negotiated in good faith. It is expected that this budget may be increased on an as-needed basis through a contract amendment process.

CONSULTANT will send request for payment to TRLIA on a monthly basis after the completion of services.

Request for payment will be sent to the following address:

County of Yuba
Auditor Controller
915 8th Street, Suite 105
Marysville, CA 95901
Attn: TRLIA

- Task 1 Code: 3107 / 3125 – 3271 (FRLIP and UYRLIP EIP Work)**
- Task 2 Code: 3006 – 3061 (Non-EIP General Local Funding Work)**
- Task 4 Code: 3127-3550 (Goldfields Prop 13 Grant Work)**
- Task 4B Code: 3128 – 3641 (Goldfields 200-Year UFRR Work)**
- Task 5 Code: 3107/3125 -3279 (FRLIP and UYRLIP EIP Closeout Work)**
- Task 6 Code: 3140 – 3600 (200-Year Non-EIP Compliance Work)**
- Task 7 Code: 3006 – 3086 (Levee Fee Update)**
- Task 8 Code: 3146 – 3621 (FESSRO Work)**

(Other tasks and code may be identified as needed to properly segregate and track costs.)

Proper Cost Coding of time expended will be indicated on all requests for payment.

Hourly Rate Schedule*

Staff Billing Rates	2018	2019
Principal	\$205.00	\$215.00
Senior Vice President	\$190.00	\$195.00
Vice President	\$185.00	\$190.00
Project Manager	\$175.00	\$180.00
Project Engineer	\$155.00	\$160.00
Senior Analyst	\$150.00	\$155.00
Associate Engineer	\$145.00	\$150.00
Assistant Engineer	\$135.00	\$140.00
Analyst II	\$135.00	\$140.00
CAD Tech	\$125.00	\$130.00
Analyst	\$120.00	\$125.00
Junior Engineer	\$110.00	\$115.00
Project Coordinator	\$100.00	\$105.00
Project Assistant	\$95.00	\$100.00
Technical Editor	\$80.00	\$85.00
Clerical Staff	\$70.00	\$75.00
Engineering Intern	\$60.00	\$65.00

**Rates adjust January 1st of each year.*

Automobile mileage is billed at the IRS federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

updated 4/28/17