THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Yuba County Government Center, Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

September 9, 2008 –2:00 P.M. Special Meeting

I CALL TO ORDER

II ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, Dan Logue

III PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

IV CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

   A. Approve Amendment No. 6 to HDR Engineering Phase 4 engineering and construction management contract to extend the contract date to December 31, 2009 and authorize Executive Director to execute same.

V ACTION ITEMS

   A. Adopt resolution approving agreement with Smith and Foothill Partners for borrow material from Ella Basin site and authorize Executive Director to execute same upon submittal, review and approval of Counsel.

   B. Approve Addendum No. 2 in the amount of $3,058,000 to Teichert’s existing contract for haul and placement of embankment material for the Feather River Setback levee from Ella Basin borrow site and authorize Executive Director to execute same upon submittal, review and approval of Counsel.

   C. Approve contract with Pacific Gas and Electric for relocation of power lines in the amount of $113,054; authorize the Executive Director to execute same and issue payments for invoices upon review and approval of Counsel.

   D. Approve Amendment No. 1 to the current Lucy and Company contract in the amount of $98,815 for public outreach service and authorize Executive Director to execute upon submittal, review and approval of Counsel.

   E. Approve Amendment No. 9 to existing contract with Bookman-Edmonston/GEI Consultants for Phase 4 Feather River Levee Repairs in the amount of $358,200 and authorize Executive Director to execute upon submittal, review and approval of Counsel.

VI ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, and the County Library at 303 Second Street, Marysville. 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 American 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.
September 9, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Consider Approval of sixth contract amendment to HDR Phase 4 engineering and construction management services contract

**Recommended Action**

Approve a sixth contract amendment (Attached) to the basic HDR contract for engineering services and authorize the TRLIA Executive Director to sign the amendment and execute once General Counsel has reviewed and approved. This amendment would extend the contract date to December 31, 2009.

**Discussion**

The Board approved a Fifth Amendment to HDR’s contract in August 2008. The Fifth Amendment approved additional budget and scope to perform geotechnical evaluations, develop an erosion protection project and other tasks on the south Yuba Levee. The Fifth Amendment neglected to extend the termination date of the HDR contract which has passed. This Sixth Amendment corrects this oversight by extending the termination date of the HDR contract to December 31, 2009. This should provide more than adequate time to complete the tasks approved in the Fifth Amendment.

**Fiscal Impact**

There is no fiscal impact from this amendment. It only extends the time of the agreement between TRLIA and HDR Engineering, Inc.
SIXTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

THIS SIXTH AMENDATORY AGREEMENT is made and entered into this ___ day of September 2008, by and between the Three Rivers Levee Improvement Authority, (“TRLIA”), a California Joint Powers Authority, and HDR Engineering, Inc. (“CONSULTANT”).

WHEREAS, TRLIA and CONSULTANT entered into an agreement on December 13, 2005 to provide professional services for Engineering Design and Environmental Studies for Phase 4 Levee Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006), and FEMA Certification of Contract Work (“Agreement”);

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased the maximum not to exceed contract fee from $2,580,038 by $118,955 to $2,698,993; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased the maximum not to exceed contract fee from $2,698,993 by $117,649 to $2,876,642; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006, increased the maximum not to exceed contract fee from $2,876,642 by $661,193 to $3,537,835; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed October 16, 2007, increased the maximum not to exceed contract fee from $3,537,835 by $280,000 to $3,817,835; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed August 5, 2008, increased the maximum not to exceed contract fee from $3,817,835 by $954,524 to $4,772,359; and

WHEREAS, TRLIA and CONSULTANT desire to amend Agreement;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Article 2 of AGREEMENT shall be amended to extend the Termination Date of the Agreement to December 31, 2009.

2. ATTACHMENT A, Provision A.2 of the Agreement shall be revised to increase the time of services rendered to December 31, 2009.
All other terms and conditions contained in AGREEMENT shall remain in full force and effect.

This Amended agreement is hereby executed on this _____ day of September, 2008.

"TRLIA"

______________________________
Paul G. Brunner
Executive Director

"CONSULTANT"

______________________________
Randy P. Olsen
Vice President

ATTEST:
DONNA STOTTLMEYER
CLERK OF THE BOARD

______________________________

APPROVED AS TO FORM:

______________________________
Anelina P. Clark for scott shapiro
SCOTT L. SHAPIRO
GENERAL COUNSEL
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
(530) 749-7841 Fax (530) 749-6990

September 9, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Doug Handen, Construction Manager
Scott Shapiro, General Counsel
SUBJECT: Contract No. PH4-2007-08-02
Phase 4 Feather River Setback Levee Project
Purchase of Fill Material from Ella Basin (Smith & Foothill Partners)

Recommended Action: The recommended action is for the Board to approve and have the Chairman sign the attached resolution which will delegate the authority to the Executive Director to execute an agreement with John Michael & Marilee Smith, and Foothill Partners Company, LLC in a form substantially similar to the attached draft agreement.

Background: The Feather Setback Levee, currently under construction, requires approximately 3,410,000 cubic yards of material. The construction documents for the project identify borrow sites to be utilized on the project. These borrow sites include the off site Eastern Borrow and the on site Primary Borrow. The Board approved the purchase of fill material from the Supplemental Borrow (Eastern Borrow/Platter) on April 1st 2008. The Primary Borrow includes property located between the existing Feather River Levee and the Setback Levee. These properties include property acquired by TRLIA including Uppal, Miller, H&H, and Nordic. The Primary Borrow also includes the Naumes property which is in the process of being acquired by TRLIA. The Naumes property includes a significant amount of borrow material for which access has been delayed.

TRLIA staff has been pursuing additional sources of levee embankment material throughout and subsequent to the development of the construction documents. Existing material sources currently identified in the construction documents are subject to depletion and in some cases may be marginal in meeting project specifications.

Discussion: TRLIA has performed material sampling and testing of the Ella Basin site and determined that the material meets the required specifications for levee embankment for the Set Back Levee project. TRLIA has negotiated a purchase price for this material based on the overall cost to place this material as levee fill. These costs include the purchase of material, hauling and placement, and the restoration of the borrow site. TRLIA has obtained a price from the project's contractor, Teichert Construction, to haul and place the material. The restoration costs for the Ella Basin are minimal and shall be included in the proposed haul and place contract amendment with Teichert. The Ella Basin, unlike the Platter and Primary borrows, does not require the
replacement of material because the excavation is designed to enlarge an existing detention basin serving RD 784's interior drainage. TRLIA will not be required to haul material during the future degrade of the existing levee to this site.

TRLIA staff anticipates that the Ella material will be available by September 15, 2008. This timeline benefits the project by offsetting the delay in acquiring the borrow material from the Naumes property.

The purchase price for the Ella Material is based on a cost per cubic yard of $2.75 and a volume of 664,000 cubic yards.

**Fiscal Impact:** The cost to acquire this embankment material in the amount of $1,826,000 is included within TRLIA's construction budget. This project is fully funded as described in the State/TRLIA funding agreement.

Attachments:
1. Proposed Resolution No. 2008-
   (Resolution to acquire embankment material from the Ella Basin)
2. Draft Agreement
RESOLUTION NO. 2008--

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY IN REGARD TO
ACQUISITION OF FILL FROM THE ELLA BASIN PROPERTY

WHEREAS, the Three Rivers Levee Improvement Authority (Authority) is engaged in a public works project to repair certain levees within Yuba County, California, for the purpose of providing greater protection from flooding; and

WHEREAS, as part of the public works project, Authority is constructing its Phase 4 Feather River Setback Levee (the "Project") in order to improve the Feather River levee that protects the communities of Linda, Olivehurst, and Plumas Lake; and

WHEREAS, Authority is interested in acquiring temporary interests in certain portions of the Ella Basin Property (the "Property") as a result of which Authority would be permitted to excavate borrow material from the Property to construct a new Feather River Levee; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Three Rivers Levee Improvement Authority as follows:

Section 1. The Board hereby authorizes its Executive Director to acquire fill for the Project by executing an agreement with the owners of the Ella Basin Property, in a form substantially similar to the draft attached hereto.

* * * * *

PASSED AND ADOPTED this ____ day of ______, 2008, by the Board of Three Rivers Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
Chair

ATTEST: DONNA STOTLEMEYER,
CLERK OF THE BOARD

______________________________

APPROVED AS TO FORM: GENERAL COUNSEL
SCOTT SHAPIRO

______________________________
September 9, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Doug Handen, Construction Manager
SUBJECT: Teichert Contract No. PH4-2007-08-02
         Addendum No. 2 for Pbase 4 Feather River Setback Levee Project
         Haul and Placement of Embankment Material from Ella Basin

**Recommended Action:** The recommended action is for the Board to approve and have the Chairman sign the attached Contract Addendum No.2 which will delegate the authority to the Executive Director to execute a Notice to Proceed to Teichert Construction for the haul and placement of levee embankment from the Ella Basin site. This action is subject to a prior Board action to purchase material from the same source. The amount of this contract amendment shall be $3,058,000.

**Background:** The Feather Setback Levee, currently under construction, requires approximately 3,410,000 cubic yards of material. The construction documents for the Setback Levee identified the Primary Borrow and the Supplemental Borrow sites as the sources of material for levee embankment. The Primary and Borrow include properties located between the existing Feather River Levee and the Setback Levee. These properties include property acquired by TRLIA including Uppal, Miller, H&H, and Nordic. The Primary Borrow also includes the Naumes property. The acquisition to the Naumes property and a substantial amount of borrow material has been delayed. The JTS/Platter borrow site recently acquired by TRLIA was originally identified as a Supplemental Borrow site for levee material.

TRLIA staff has been pursuing additional sources of levee embankment material throughout and subsequent to the development of the construction documents. Existing borrow material sources currently identified in the construction documents are subject to depletion and in some cases may be marginal in meeting project specifications.

**Discussion:** TRLIA has performed material sampling and testing of the Ella Basin site and determined that the material meets the required specifications for levee embankment for the Setback Levee project. The volume of material to be obtained from the Ella Basin is estimated to be 668,000 cubic yard which is estimated to provide for a compacted volume of 580,000 cubic yards (15% shrinkage factor).

TRLIA has negotiated a price with Teichert Construction to haul and place the material from the Ella Basin to the Setback Levee. The price is consistent with the original bid unit for material
hauled from the Supplemental Borrow (Platter property) with adjustments for distance, fuel, and volume. The bid unit price for embankment from the Supplemental Borrow is $5.00/CY. The price for embankment out of the Ella site shall be $5.20/CY.

This contract award shall include a cost of $42,000 for Teichert to compensate property owners to develop a haul route from the basin to the Setback Levee.

TRLIA staff anticipates that the Ella material will be available by September 15, 2008. This timeline benefits the project by offsetting the delay in acquiring the borrow material from the Naumes property.

Prior awards to Teichert Construction for Bid Schedules B & C have been for a combined total amount of $44,713,605. The prior awards did not include the levee tie-ins (permits required) and the volume of embankment (580,000 CY) proposed for this award.

**Fiscal Impact:** The cost to haul and place this embankment material in the amount of $3,058,000 is included within TRLIA's construction budget. This project is fully funded as described in the State/TRLIA funding agreement.

Attachments:
1. Contract Amendment #2
2. Teichert Proposal
Phase 4 Feather River Setback Levee Project  
Contract PH4-2007-08-02

Contract Addendum #2

The agreement for this project is hereby modified to include the work per the construction documents for this project known as the TRLIA Feather River Setback Levee project. The work shall be performed as per the attached proposal from Teichert Construction, dated August 8, 2008, and as modified by executed change order to this agreement.

Contract Addendum Amount = $ 3,058,000

All other terms and conditions of the existing agreement shall remain.

By _____________________________________________________________________________  

Chair of the TRLIA Board of Directors

_________________________________________________________________________________  

Date ______________________________________________________________________________

Contractor:

Mark Stacy, VP Woodland District Mgr.

_________________________________________________________________________________  

Date ______________________________________________________________________________

Attest:

_________________________________________________________________________________  

Clerk of the TRLIA Board of Directors

I hereby certify that I have examined the within contract and find the same to be in Conformance with the provisions of the State Contract Act.

_________________________________________________________________________________  

Scott Shapiro, General Counsel

_________________________________________  

Date ______________________________________________________________________________
August 8, 2008

TRLIA
c/o The Handen Company, Inc.
3250 Monier Circle
Suite D
Ranch Cordova, CA

Attention: Doug Handen

Reference: TRLIA Phase 4 Setback Levee Ella Basin Proposal

Mr. Handen:

Please find proposal for the excavation of the Ella Basin as outlined in our meetings on August 7, 2008. The proposal includes fuel increases to an off-highway rate of $4.75/gallon for the 2008 work season; if the price of fuel continues to rise addition fuel increases may be necessary.

1) B/F & Levee Embankment Const from Ella Basin 580,000 CY x $5.20 = $3,016,000.00
2) Right-of-Way Acquisition 4 EA x $10,500.00 = $42,000.00
Total Bid = $3,058,000.00

Clarification & Stipulations:

a. Haul route per exhibit from MHM (across Hawes, Edwards, Valentine and Danna properties) crossing Feather River Blvd. at grade with flagging.
b. Off-Highway "Truck Trains" included.
c. K-rail or barrier between trucks and FRB traffic, if required, is not included.
d. 15% compaction factor used to calculate bank fill yards (580,000 cy) based on available cut of 888,000 cy.
e. Dewatering and by-passing drain inlet pipe to keep basin dry is included.

Please do not hesitate to call if you have any questions on the information provided.

Thank you,

Eric Stannard
Estimator - Teichert Woodland

State of California Contractor’s License No. 8
September 9, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Ric Reinhardt, Program Manager
SUBJECT: Consider Approval to Sign Contract and Issue Payment to PG&E for Relocation of Power Lines in the Vicinity of the Feather River Setback Levee

Recommended Action

Delegate to Executive Director the authority to sign attached contract with PG&E and issue payment to relocate power lines that cross the soon to be constructed Feather River Setback Levee and relocate additional distribution lines in the setback area. The specific contract terms are detailed in the attached document (i.e., the contract document). Amount of the contract is $113,054.

Discussion

Work has begun on the Feather River Setback Levee. TRLIA already has a contract with PG&E for the relocation of a high voltage power line, the Bogue Loop. In addition to this utility relocation, existing 12 kilovolt (kv) distribution power lines in the footprint of the setback levee and in the setback area will have to be relocated to continue power to irrigation pumps in the setback area. These irrigation facilities are needed for the agricultural and restoration operations that will continue in the setback area. PG&E has prepared an estimate for this work and has provided a standard contract for execution. PG&E will not schedule this relocation work until a contract is in place and funds are provided. It is imperative to get this work underway as soon as possible. Delay in this relocation could result in significant delay impacts to the contractor and contractor change orders.

Fiscal Impact

The contract amount for this relocation is $113,054 and was included in the project budgeted cost.
Three Rivers Levee Improvement Authority (TRLIA), (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents, and employees. Applicant will, on PG&E’s request defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys’ fees.

3. The location and requested work are described as follows:

LOCATION: Feather River Sel Back Levee, Yuba County
DESCRIPTION OF WORK: Relocate/Remove/Rearrange 12kv pole line facilities at various locations as shown on attached plans 30586026 sheets 1 thru 3 to accommodate levee project improvements

- Relocate/Remove/Rearrange Electric 12kv $138,054.00
- Less Project Deposit $25,000.00

Total Non-Refundable Due $113,054.00

Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of One Hundred Thirteen Thousand and Fifty Four dollars ($113,054.00).

Upon completion of requested work, ownership shall vest in:  PG&E  Applicant

Executed this ______________ day of ___________________ 20__

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Applicant

By. ________________________________
Paul G. Brunner, P.E.

SERVICE PLANNING SUPERVISOR

By. ________________________________
Mike Williams

EXECUTIVE DIRECTOR

Mailing Address:
1114 Yuba Street, Suite 218
Marysville, CA 95901
All work at this location (naumes) to be completed after harvest (fall).
Three Rivers Levee Improvement
W/ of Feather River Blvd Levee Relocation
Morganville
Various Locations
CONSTRUCTION SKETCH

ENGINEERING AND PLANNING DEPT.
1600 STILLWATER RD
WEST SACRAMENTO, CA 95605

CONTRACTOR: Pacific Gas and Electric Company

DIMENSIONS

SCALE: 1 IN = 100 FT
September 9, 2008

TO: Three Rivers Levee Improvement Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Consider Approving Amendment No. 1 to Existing Contract with Lucy & Co. for Public Outreach Activities

Recommended Action:
Approve Amendment No. 1 to the current Lucy & Company contract in the amount of $98,815 for public outreach services and authorize Executive Director to execute upon review and approval of General Counsel.

Background:
On August 7, 2007 the TRLIA Board awarded a Public Outreach contract to Lucy and Company in the amount of $124,935. Since the award Lucy and Company have accomplished numerous outstanding public outreach activities, such as:

- Feather River Setback Levee Groundbreaking Ceremony
  A groundbreaking was held to celebrate and announce the beginning of construction activities for Segment 2. Project team members, media, dignitaries and key stakeholders were invited to attend the successful event. Coordination included: strategy for the day’s events; production of the invitation database; development and mailing of invitations; talking points for speakers; production of the agenda and program; arrangements for event rentals and site set-up; production of event props and displays; and media relations. The well-attended event garnered substantial broadcast and print media coverage for the project.

- Specialized Stakeholder Outreach
  Lucy and Company met with the general manager of the Plumas Lake Golf Course and connected with the transportation department of the Maryville Joint Union School District to discuss anticipated traffic delays on Feather River Boulevard. In addition, a team member attended a community meeting in Linda to survey residents on issues related to flood protection.

- Feather River Web Site
  A comprehensive, dynamic Web site was created and is being maintained to share project facts, weekly milestones, news and events. The site is updated weekly with project maps and construction photos, providing a visual “tour” of work in progress. The site is embedded on TRLIA’s home page and can be accessed by clicking on an eye-catching “Feather River Levee Improvements” button.
Feather River 24-Hour Project Hotline
A 24-hour hotline number was established and is being maintained to field inquiries about the project and construction activities. The hotline ensures public questions and concerns are addressed in a timely fashion, allowing for positive interaction about the project. Calls requiring attention from the project team are forwarded for follow up and action, if necessary. A call log outlining questions and feedback is being maintained. Business size cards displaying the hotline number were created and provided to the project team for distribution to stakeholders. The hotline number is also featured on project signage, the Web site and in all outreach materials.

Feather River Construction Signage
Three large road-side signs were developed and strategically placed on Feather River Boulevard to inform residents about the project and display the hotline number. The signs will remain in place for the duration of construction activities.

Feather River Emergency Planning
A comprehensive emergency response communication plan was developed to clearly outline step-by-step actions for notifications in emergency situations.

Media Relations
Media relations are being used as a tool to share significant information about the construction process, traffic impacts and groundbreaking event. This task includes development and distribution of media releases and advisories, as well as phone contact to ensure information is effectively communicated.

Feather River Team Meetings
Representatives from Lucy & Company attend construction team meetings to facilitate the timely communication of project updates and response to stakeholder concerns.

Discussion:
The original contract with Lucy and Company is expiring and there is the need for TRLIA to have a Public Outreach consultant on contract to continue and build upon the current Feather River Outreach activities until the TRLIA program is completed. Lucy and Company has done an outstanding job for TRLIA as described in the Background section above. The proposed Amendment No.1 is for $98,815 and is proposed to terminate on December 31, 2009. Described are the proposed tasks in the Amendment:

Additional Project Newsletter
Print newsletters are an effective communication method for reaching targeted audiences with information about multiple topics. Up to three newsletters will be developed and distributed to share background about construction progress, projected timelines, traffic impacts, project hotline number, etc.

Web Site
The project Web site will be maintained throughout the life of the project. Weekly construction progress updates will be organized and posted, and all current news will be posted in a timely fashion. This task includes graphic design services for maps and project pages. Direct costs include Web site domain name and hosting fees.

Project Hotline
Continue 24/7 maintenance of project hotline, to include updates to call logs and facilitation of follow up with concerned stakeholders. Direct costs include monthly hotline cell phone service plan.
- **Stakeholder Outreach**
  Up to five stakeholder/community meetings or events will be attended to obtain project input, address issues and/or concerns and encourage project support. This task includes the identification of questions and issues to discuss with meeting attendees, scheduling and follow up. In addition, specialized stakeholder outreach will be conducted for those businesses/residents impacted by construction activities.

- **Events**
  An event celebrating the successful completion of the project, along with a separate event marking levee certification, will be coordinated. In both cases, project team members, media, dignitaries and key stakeholders will be identified and invited to attend. Direct costs include all equipment rentals and program printing.

- **Media Relations**
  Media relations will be conducted to share significant information about the construction process, traffic impacts and events. This task includes development and distribution of media releases and advisories, as well as phone contact to ensure information is effectively communicated.

- **Graphic Design**
  Lucy & Company’s in-house designer will ensure all project materials are consistent with the look and feel of the project “brand.”

- **Team Meetings**
  Team meetings will be attended throughout the course of the project. This provides an opportunity for the timely sharing of questions, concerns and progress updates.

- **Project Management**
  Project management ensures each activity is implemented in a timely manner and on-budget. Lucy & Company will provide ongoing client counsel, activity reports and budget updates. Direct costs include incidentals, miscellaneous printing, postage and mileage.

**Fiscal Impact:**
The approved 2008/2009 TRLIA Budget contains this work. TRLIA currently has the funding for this agreement. This is a time and material contract and can be terminated at any time, with TRLIA only being obligated to pay for the work completed up to the time of termination.
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
Lucy & Company

THIS FIRST AMENDATORY AGREEMENT is made and entered into this __ day of ________ 2008, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and Lucy & Company. ("Contractor").

RECITALS:

WHEREAS, TRLIA and CONTRACTOR entered into an agreement to provide Professional Services dated August 7, 2007 ("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, TRLIA and CONTRACTOR desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONTRACTOR agree as follows:

1. Attachment A, Article A-1 of the AGREEMENT shall be amended to perform those additional services described in Appendix A attached to this FIRST AMENDATORY AGREEMENT.

2. Attachment B, Article B-1 shall be revised to change the maximum not to exceed from One Hundred Twenty Four Thousand Nine Hundred Thirty Five Dollars ($124,935) to Two Hundred Twenty Three Thousand Seven Hundred Fifty Dollars ($223,750).

3. Article 2 of the AGREEMENT shall be revised to extend the termination date from June 30, 2008 to December 31, 2009.

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

This FIRST AMENDATORY AGREEMENT is hereby executed on this _____ day of ________ 2008.

TRLIA

BY: ____________________________
    Paul Brunner, Executive Director

CONTRACTOR

BY: ____________________________
    Lucy Eidam, President

APPROVED AS TO FORM:

______________________________
Scott L. Shapiro
Three Rivers Levee Improvement Authority, General Counsel
Project Newsletter
Print newsletters are an effective communication method for reaching targeted audiences with information about multiple topics. Up to three newsletters will be developed and distributed to share background about construction progress, projected timelines, traffic impacts, project hotline number, etc.

Deliverables
- Content and design for three newsletters
- Includes draft content and design and coordination for printing and mailing

Client Services Manager – 30 hours
Project Manager – 9 hours
Outreach Specialist – 15 hours
Graphic Design – 40 hours

Total: $12,820

Web Site
The project Web site will be maintained throughout the life of the project. Weekly construction progress updates will be organized and posted, and all current news will be posted in a timely fashion. This task includes graphic design services for maps and project pages. Direct costs include Web site domain name and hosting fees.

Deliverables
- Maintenance of project Web site, to include weekly postings tracking construction progress
- Graphic design, to include user-friendly maps

Client Services Manager – 10 hours
Project Manager – 10 hours
Outreach Specialist – 60 hours
Graphic Design – 80 hours

Total: $19,470
APPENDIX A

**Project Hotline**
Continue 24/7 maintenance of project hotline, to include updates to call logs and facilitation of follow up with concerned stakeholders. Direct costs include monthly hotline cell phone service plan.

**Deliverables**
- Management of hotline calls
- Development and distribution of phone log charting questions, issues and feedback

Client Services Manager – 10 hours
Project Manager – 20 hours

Total: $4,950

**Stakeholder Outreach**
Up to five stakeholder/community meetings or events will be attended to obtain project input, address issues and/or concerns and encourage project support. This task includes the identification of questions and issues to discuss with meeting attendees, scheduling and follow up. In addition, specialized stakeholder outreach will be conducted for those businesses/residents impacted by construction activities.

**Deliverables**
- Presentations to identified stakeholders and/or meetings with key stakeholder groups (up to 5)
- Scheduling and logistics
- Talking points and key messages
- Handouts, graphic boards and other materials
- Specialized stakeholder outreach, as needed

Client Services Manager – 20 hours
Project Manager – 20 hours
Outreach Specialist – 20 hours

Total: $7,900
APPENDIX A

Events
An event celebrating the successful completion of the project, along with a separate event marking levee certification, will be coordinated. In both cases, project team members, media, dignitaries and key stakeholders will be identified and invited to attend. Direct costs include all equipment rentals and program printing.

Deliverables
- Coordination of two events marking significant project milestones
- Event concepts/strategies
- Talking points, agenda and event schedule
- Development and distribution of event invitation
- Logistics coordination including nametags, food, refreshments, etc.
- Event on-site management

Client Services Manager – 35 hours
Project Manager – 40 hours
Outreach Specialist – 50 hours
Graphic Design – 10 hours

Total: $22,225

Media Relations
Media relations will be conducted to share significant information about the construction process, traffic impacts and events. This task includes development and distribution of media releases and advisories, as well as phone contact to ensure information is effectively communicated.

Deliverables
- Traffic media advisories and project media releases (up to eight)
- Follow-up calls

Client Services Manager – 12 hours
Outreach Specialist – 20 hours

Total: $3,980
APPENDIX A

Graphic Design
Lucy & Company’s in-house designer will ensure all project materials are consistent with the look and feel of the project “brand.”

Deliverables
- Maintenance of project “brand” by unifying look of all collateral materials

Graphic Design - 20 hours
Total: $2,600

Team Meetings
Team meetings will be attended throughout the course of the project. This provides an opportunity for the timely sharing of questions, concerns and progress updates.

Deliverables
- Attendance at select team meetings
- Handouts and meeting recaps, as necessary

Client Services Manager - 40 hours
Project Manager - 60 hours
Total: $14,400

Project Management
Project management ensures each activity is implemented in a timely manner and on budget. Lucy & Company will provide ongoing client counsel, activity reports and budget updates. Direct costs include incidentals, miscellaneous printing, postage and mileage.

Deliverables
- Regular activity reports, invoice and budget tracking summaries
- Public outreach summary report

Client Services Manager - 26 hours
Project Manager - 16 hours
Outreach Specialist - 16 hours
Total: $10,470

Project Total: $98,815
September 9, 2008

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Proposed Amendment No. 9 to Existing GEI Contractual Agreement for TRLIA Phase 4, Feather River. Additional Environmental Requirements for the Setback Levee

Recommended Action
Approve Amendment 9 to the existing contract with GEI for the TRLIA Phase 4, Feather River for additional environmental requirements that are needed for the setback levee and authorize the executive director to sign and execute once General Counsel has reviewed and approved. The specific contract terms are described in the attached document (i.e., Exhibit A).

Discussion
The TRLIA team has been pushing hard to complete the Feather River levee work (segments 1, 2, and 3) this calendar year. The Corp of Engineers decision earlier this year to require the Feather Setback levee to have an Environmental Impact Statement (EIS) completed, and 408 approval granted prior to the construction of the Feather River Setback levee tie-ins is causing cost and schedule impacts on the Setback levee project. Due to comments from the Corps of Engineers (Corps), GEI and their environmental consultant EDAW have expended significantly more effort to complete the EIS and 408 documents and costs have exceeded what was originally scoped. Additionally, other environmental analysis and revisions as well as environmental documentation have driven permitting costs up. The attached document from GEI provides detail on the extra work that has been required, the work needed to complete design and permitting for the Setback Levee. To complete the permitting efforts, GEI’s contract should be amended to increase their budget by $358,200.

Fiscal Impact
The contract amendment would increase the existing contract by $358,200 for services on a time-and-expenses basis, to a maximum amount not exceeding $19,421,244 without prior authorization by the TRLIA Board. This increase in environmental requirements will be funded from Prop 1E contingencies as part of the State/TRLIA funding agreement.
AMENDMENT NO. 9

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

THIS AMENDMENT TO AGREEMENT is made effective September 3, 2008, 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. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.

2. **Ninth 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 September 3, 2008 (Exhibit A) to address an increased level of effort required to prepare the Environmental Impact Statement for Segment 2 and out of scope permitting/construction monitoring activities 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 $358,200 for a total contract of $19,421,244.

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 ______________________, 2008.
THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

Paul G. Brunner
Executive Director

ATTEST:
DONNA STOTTLEM EYER
SECRETARY, THREE RIVERS

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

Raymond D. Hart
Senior Vice President

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL, TRLIA
Mr. Paul Brunner, Executive Director  
Three Rivers Levee Improvement Authority  
1114 Yuba Street, Suite 218  
Marysville, CA 95901  

Dear Mr. Brunner:

Re: Agreement for Professional Services on TRLIA's Phase 4 Feather River Levee Repair Project - Request for Amendment No. 9, Adjustment of Scope and Budget for Permitting Support

This amendment request is in follow up to our recent conversations regarding the increased level of effort required of our permitting subconsultant EDAW to complete permitting and environmental compliance activities for the Phase 4 Feather River Levee Repair Project. The following items are included:

Preparation of Environmental Impact Statement (EIS) for TRLIA's Phase 4 Feather River Levee Repair Project, Segment 2, Feather River Setback Levee - As you are aware, while EDAW is contracted to TRLIA as part of the GEI design team, they are working under the direction of the Corps in preparing the EIS. GEI's Contract Amendment No. 7 included scope and budget for preparing the EIS based on the estimated level of effort at that time. The TRLIA team's experience with the process, approach, extent of comments, and schedule implemented by the Corps since then has shown EIS preparation to be much more labor intensive than was anticipated when the Amendment No. 7 scope and budget were prepared.

Attachment 1, prepared by EDAW, summarizes the increased level of effort to prepare the EIS. The estimated budget required to address the increased level of effort due to Corps direction is $251,000.

Other Out-of-scope Permitting and Environmental Compliance Activities - Out-of-scope permitting and environmental compliance activities have recently been performed on the project to address permitting for project modifications that could significantly reduce construction costs, to mitigate unforeseen conditions.
during construction in the vicinity of cultural resource sites, and to provide permitting for the expedited repair of small sinkholes observed at the waterside toe of the Segment 1 levee last winter. Attachment 1 contains a description of each of these out of scope items. The total estimated cost for these out-of-scope items is $107,200.

Only EDAW labor hours are included in this budget request – we have not included additional labor effort for GEI staff in Amendment No. 9. The total estimated cost of Amendment No. 9 is $358,200, and the total proposed revised contract amount is $19,421,244.

We are pleased with the opportunity to continue working with you and your staff on this vitally important project. Please call me or Dan Wanket if you have any questions.

Sincerely,

GEI Consultants, Inc.

[signature]

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

Enclosures: Attachment 1 – Scope Description
Attachment 2 – Cost Summary

C: Dan Wanket
   Ray Hart
   John Dahl
   Don Kurosaka
This supplemental scope of services has been prepared to address an increased level of effort required to prepare the Environmental Impact Statement for Segment 2, and out of scope permitting and construction monitoring activities for the Feather River Levee Repair Project. These are described more fully below.

PREPARATION OF SEGMENT 2 ENVIRONMENTAL IMPACT STATEMENT

This supplemental scope of services includes costs for increased efforts necessary to complete the Environmental Impact Statement (EIS) for FRLRP Segment 2 beyond those anticipated previously in the contract amendment addressing preparation of the EIS (GEI Amendment No. 7 dated April 2007). Contract Amendment No. 7 considered labor and direct expenses needed to complete the EIS based on information available at that time. Since that time, direct experience with the process, approach, extent of comments, and schedule implemented by the U.S. Army Corps of Engineers (Corps) has shown EIS preparation to be much more labor intensive than could have been anticipated when the earlier scope and cost were prepared. The following list of activities identifies areas requiring additional effort beyond that assumed in Amendment No. 7.

Public Scoping Meeting
Task completed consistent with original EIS scope and budget.

Prepare Administrative Draft EIS
The original EIS scope and budget assumed approximately 300 hours of labor time to prepare an Administrative Draft EIS (ADEIS). When the first ADEIS was delivered, the Corps, at the district, division, and headquarters level provided a combined comment package exceeding 20 pages. On an individual basis, many of the comments required a significant effort to respond. On a cumulative basis, the combined effort to respond to all comments and prepare a second version of the ADEIS required almost 400 additional labor hours above and beyond the original estimate.

Prepare Draft EIS
The original EIS scope and budget assumed approximately 125 hours of labor time to convert the ADEIS to a Draft EIS (DEIS) for distribution to the public. When the second version of the ADEIS was delivered, the Corps, at the district, division, and headquarters level continued to provide significant comments, both in number and content. On an individual basis, many of the comments required a significant effort to respond. On a cumulative basis, the combined effort to respond to all comments, prepare the DEIS, and mail the DEIS required approximately 300 additional labor hours above and beyond the original estimate. Mailing is identified as an additional labor cost because EDAW was required to prepare the DEIS mailing list, and the mailing list was much larger than originally anticipated (totaled over 200 recipients). The broader distribution of the DEIS also results in increased printing and postage costs.
Draft EIS Public Comment Meeting
Task completed consistent with original EIS scope and budget.

Prepare Administrative Final EIS
Based on recent experience with the Corps EIS preparation and review process, it is anticipated that additional effort beyond that originally anticipated will be required to prepare an administrative final EIS (AFEIS). For example, the original scope assumed preparation of a single version of the AFEIS. However, it is expected that an initial version will be prepared, this will be reviewed by the Corps at various levels, then an additional version of the AFEIS will be prepared and resubmitted for Corps review to ensure the Corps at all levels is satisfied with the responses to Corps comments. In addition, it is already known that significant comments received from the Division and Headquarters level that could not be fully responded to in the DEIS need to be responded to in the FEIS. Collecting data in response to these comments requires field efforts from a variety of EDAW staff to provide quantified information on biological and other resources affected by each alternative and land use data (i.e., numbers of houses, numbers of businesses, acres of habitat types) in the area protected from flooding by the Segment 2 levee. The area where data collection is required encompasses approximately 11,800 acres east of the setback levee alignment. There is little available GIS information or other data sources providing usable information specific to the Segment 2 flood protected area. Therefore, collection of data in the field is required and is ongoing. Significant office analysis is also required to provide detailed information requested by commenters, such as air quality modeling for cumulative and growth inducing scenarios and quantification of impacts not only before mitigation, but also after mitigation. In addition, the Corps requires a "response to comments document" detailing how each comment received by the Corps is responded to, and the location in the EIS where the response is located. Although not an extensive effort for each comment, given the number of comments received and multiple rounds of review and comment from three levels of Corps review (District, Division, and Headquarters), preparation of the response to comments documents results in a significant cumulative effort not anticipated in the original scope and cost.

Prepare Final EIS
As with previous tasks, based on recent experience with the Corps EIS preparation and review process, it is anticipated that additional effort beyond that originally assumed will be required to prepare the public version of the FEIS. In addition, based on the large mailing list for the DEIS and Corps expectations regarding EDAW's role in distributing the documents, it is assumed that labor, printing, and postage costs for producing and mailing the FEIS will be greater than originally assumed.

Prepare Draft ROD For Corps
The original EIS scope assumed preparation of a single version of draft Record of Decision (ROD). However, based on recent experience, it is likely that at least one additional round of review and comment will be required by the Corps.

Prepare Draft Federal Register Notices
Federal Register notices will be required for the DEIS and the FEIS. We expect that the level of effort originally assumed will be sufficient to complete this task.
Coordination Meetings
Significantly more time has been required for coordination meetings to complete the DEIS than was originally assumed. Multiple meetings with various Corps representatives from planning, regulatory, and legal staff have been required as not all necessary representatives have been available for a single meeting. Comments on the ADEIS and DEIS were also provided on a piecemeal basis (e.g., April 2, April 8, April 22), requiring separate meetings and conference calls to review comments and agree on appropriate response approaches. Multiple meetings with TRLIA staff and other project team members have also been required to discuss strategies for responding to comments, compiling information to respond to comments, and to discuss strategies to expedite the NEPA process. Almost all of the coordination meeting budget in the original EIS scope of work has been expended during preparation of the ADEIS and DEIS. It is expected that the labor hours for coordination meetings related to the AFEIS and FEIS will be in excess of the estimate included in the original scope and budget.

OTHER OUT-OF-SCOPE PERMITTING AND ENVIRONMENTAL COMPLIANCE ACTIVITIES
This supplemental scope of services includes the following out-of-scope permitting activities that have recently been performed on the project to address permitting for project modifications that could significantly reduce construction costs, to mitigate unforeseen conditions during construction in the vicinity of cultural resource sites, and to provide permitting for the expedited repair of small sinkholes observed at the waterside toe of the Segment 1 levee last winter.

Segment 1 Waterside Blanket Permitting
The waterside blanket extension was added as a project element in response to small sinkholes found along the Segment 1 waterside levee toe in October 2007. The Segment 1 waterside blanket extension was not known of, and was not included in past CEQA documentation. Permitting efforts, or scopes of work. Required out-of-scope activities required to address the site included conducting a field evaluation to determine site conditions, assessing permitting needs for the activity, coordination with agency staff to confirm permitting needs, submittal of a 401 Water Quality Certification application to the RWQCB, submittal of a Streambed Alteration Agreement application to the California Department of Fish and Game, and coordination directly with agency staff until permits were received. Based on coordination with the Corps it was determined that a “non-reporting Nationwide Permit No. 3” could be used for Corps authorization. Costs included direct payment of permit application fees to RWQCB and DFG to expedite the permit applications.

Segment 1 Cultural Resources Monitoring at CA-YUB-13
The original Segment 1 and 3 construction management scope of services assumed 8 days of monitoring by an archeologist and Native American monitor in the vicinity of cultural site CA-YUB-13 based on the understanding that the site was no longer intact. Based on records of site surveys conducted in the 1950s, recent field visits, and shovel testing at the site conducted by TRLIA in 2007, it was assumed that the site was significantly west of the levee alignment and had likely been eroded into the Feather River since the surveys conducted in the 1950’s. While removing the Plumas Mutual Water pipeline during Segment 1 construction, midden soils assumed to be associated with Site CA-YUB-13 were encountered during excavations. When the midden soils were encountered a senior archeologist was immediately sent to the site to assess the significance of the find. The senior archeologist conducted several on-site meetings with
construction staff to determine construction methodologies that would prevent disturbance of previously undisturbed midden soils, and developed strategies to allow construction to proceed without triggering permitting requirements. As required by the Corps and SHPO, archeological and Native American monitors were provided as construction proceeded through the midden soils. Per regulatory obligations associated with encountering a potentially significant unanticipated cultural resource, a site report will be prepared recording the characteristics of the midden soils encountered, their likely association with Site CA-YUB-13, the lack of significant effect on cultural materials, and the methods used to avoid adverse effects on previously undisturbed midden soils.

**EIR Addendum No. 2**
Preparation of an EIR addendum was required in order to obtain CEQA compliance for added project features, including the Segment 1 waterside blanket extension discussed above, the Segment 2 Ella Road borrow site, and the landside seepage berm adjacent to the Segment 3 cutoff wall trench cave-in. The waterside blanket extension and seepage berm were added to address potential levee deficiencies. The addition of the Ella Road borrow site is expected to decrease Segment 2 construction costs because it is favorably positioned at the northern reach of the setback levee alignment, and it is expected to become available prior to the bulk of the primary borrow area in the setback area (i.e., the Naumes parcel).

**EIR Addendum No. 3**
Preparation of EIR Addendum No. 3 was initiated to address a potential borrow site identified in the northern reach of the setback levee west of Feather River Blvd. The borrow site was investigated because its proximity to the setback levee could result in significant savings in construction costs if a deal could be brokered with the landowner. Based on a geotechnical investigation conducted simultaneous with preparation of the EIR addendum, it was determined that only about half of the material available in the borrow area could be used as levee fill. As a result, the landowners rejected the reduced TRLIA offer, the borrow area was removed from consideration, and work on Addendum 3 was shelved.

**Segment 2 Cultural Resources Monitoring At CA-YUB-5**
The original Segment 2 construction management scope of services assumed 12 person days of archeological and Native American monitoring in the vicinity of cultural site CA-YUB-5. This estimate was based on assumed rates of levee foundation work in the identified reach of site CA-YUB-5. With the implementation of land clearing and levee foundation preparation in the vicinity of site CA-YUB-5 it is clear that the rate of construction is much slower than originally anticipated. In addition, scattered artifacts have been found further to the north than previously identified, requiring more extensive monitoring than originally anticipated.
ATTACHMENT 2
COST SUMMARY

The following is a summary of the estimated costs for the items included in this supplemental scope of services:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of Segment 2 EIS</td>
<td>$251,000</td>
</tr>
</tbody>
</table>

Other Out-Of-Scope Permitting Activities:

- Segment 1 Waterside Blanket Permitting  | $28,600 |
- Segment 1 Cultural Resources Monitoring at CA-YUB-13 | $17,200 |
- EIR Addendum No. 2                        | $23,000 |
- EIR Addendum No. 3                        | $14,000 |
- Segment 2 Cultural Resources Monitoring At CA-YUB-5 | $24,400 |

Total Estimated Cost                       | $358,200 |