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

MARCH 15, 2011 – 2:00 P.M.

CALL TO ORDER: Welcome to the Three Rivers Levee Improvement Authority (TRLIA) meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices which might disrupt the meeting. Thank you.

I  ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti

II  CLOSED SESSION

   A. Pending litigation pursuant to Government Code §54956.9 – TRLIA vs. Mann YCSCCVED 07-0000438

   B. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Churchill/Morrison; Terms of Payment; regarding the following properties:

      013-010-048 Smith 020-201-009, 010/Arnold Craft
      013-010-045 Stewart 020-201-008, 012/Monty and Debra Hecker
      013-010-001,002/020-360-054/Linda Water 020-201-005/Quintilia Naranjo
      020-360-004/020-330-007/RD784 020-201-004/Robert Hamilton
      022-330-009/RD784 020-201-003/Currier Family Trust
      020-360-060,061,062/Cooper 020-201-002/Ava Joy Clark
      020-360-057, 058, 063/TRLIA 020-171-015/Mary Cress
      020-360-064/Khang 020-171-014/Currier Family Trust
      020-020-027/UPPR 020-171-013/Maria Mendoza, et al
      020-330-008/State of California 020-171-011, 012/Billy J. and Clara J. Bean
      020-201-011/Alan Young/Alma Rodriguez

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. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

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

   A. Approve minutes of the meeting of March 1, 2011.

V  ACTION ITEMS

   A. Approve RD 784 Levee System Approach to provide 200-year certification for Senate Bill 5 and authorize the Executive Director to take actions necessary for 200-year certification. (Continued from February 15, 2011)

   B. Authorize the Executive Director to award and execute contract to the low bidder for the Upper Yuba Levee Improvement Project.
C. Approve termination agreement with E. Platter and Sons, Inc., and JTS Communities Inc. granting right to enter and remove soil from property and authorize the Executive Director to execute same.

D. Approve assignment of Nieschulz Trust agricultural lease agreement to beneficiaries of the trust and authorize the Executive Director to execute same pending approval from State and further negotiations by Counsel.

E. Adopt resolution authorizing proposal to obtain funding for Feather Floodway Corridor through California Department of Water Resources early implementation program and authorizing the Executive Director to execute necessary document for same.

VI BOARD AND STAFF MEMBERS' REPORTS

VII ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.trlia.org. 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.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MARCH 1, 2011

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Assistant Counsel Andrea Clark, and Clerk of the Board of Supervisors/Secretary Donna Stotlemeyer. Chair Griego presided.

I  ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti – All present

II CLOSED SESSION: The Board retired into closed session at 3:30 p.m. to discuss the following:

Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Mann, YCSCCVED 07-0000438U.

The Board returned from closed session at 3:54 p.m. with all present as indicated above. There was no reportable action.

III PUBLIC COMMUNICATIONS: No one came forward.

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

A. Approve minutes of the meeting of February 15, 2011. Approved.

MOTION: Move to approve  MOVED: John Nicoletti  SECOND: Jerry Crippen
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None  ABSTAIN: None  ABSENT: None

V ACTION ITEMS

A. Approve Amendment No. 3 to agreement with Kleinfelder West Inc. in the amount of $10,000 for geotechnical services and authorize the Executive Director to execute same. Executive Director Paul Brunner recapped the purpose of the agreement for various projects and responded to Board inquiries.

MOTION: Move to approve  MOVED: Jerry Crippen  SECOND: John Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None  ABSTAIN: None  ABSENT: None

B. Approve Amendment No. 4 to agreement with SCI Consulting Group in the amount of $40,750 for assessment district administration and authorize the Executive Director to execute same. Executive Director Paul Brunner recapped the services and funding and responded to Board inquiries.
MOTION: Move to approve
MOVED: John Nicoletti
SECOND: Jerry Crippen
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None
ABSTAIN: None
ABSENT: None

VI BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Director Nicoletti: Yuba River Project timelines and connection with Marysville Ring Levee project

Director Griego: Response to article on Bear River Crack

Counsel Andrea Clark: Comments to Central Valley Flood Protection Board by Counsel Shapiro

Executive Director Paul Brunner:
• 104 credit approval in process with anticipation of approval late March with a special meeting called to award Yuba River construction project when approval received
• Central Valley Flood Control Board encroachment permit approval for Feather River project
• Upcoming tour of levee with Corp representatives
• American Society of Civil Engineers Region 9 Outstanding Flood Management Award on the Feather River Setback Project and awards dinner scheduled March 9, 2011
• 200 year certification process and Early Implementation Program funding application for recreational use

VII ADJOURN: 4:29 p.m. by Chair Griego

__________________________________________________________
Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

__________________________________________________________
Approved:

03/01/11 – TRLIA
March 15, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Delegation of Authority to Executive Director to take Actions to Develop Information Necessary to Determine that the RD 784 Levee System Provides 200-Year Flood Protection

Recommended Action:
Approve the proposed approach for 200-year flood protection compliance determination and authorize the Executive Director to execute the actions necessary to determine how the RD 784 Levee System that was recently TRLIA certified for FEMA Accreditation complies with the recently issued State Interim Levee Design Criteria for 200-year protection.

Background
The Three Rivers Levee Improvement Authority (TRLIA) since 2004 has been executing designs and constructing repairs to the RD 784 Levee System to increase flood protection. It has been the goal of these endeavors to provide 200-year flood protection to the RD 784 urban area. 200-year protection was chosen because these rapidly growing areas warranted a high degree of protection and because the Central Valley Flood Protection Board (then the Reclamation Board) (CVFPB) made 200-year protection a condition for issuing encroachment permits to accomplish the repairs. In October 2009 TRLIA codified for public information the 200-year levee design criteria that had been used by TRLIA consultants in designing levee repairs.

State law enacted in 2007 (Senate Bill (SB) 5) calls for 200-year flood protection to be the minimum level of protection for urban and urbanizing areas in the Sacramento-San Joaquin Valley (i.e., the urban level of flood protection). Based on current schedules, by 2015 the new law will limit the conditions for approval of development by local governments if adequate progress towards achieving 200-year protection is not met. That is, the County will have to make a finding that an area protected by levees has made adequate progress towards 200-year protection before it can approve development plans or permits. SB 5 requires that the urban level of flood protection be consistent with criteria used or developed by DWR. To avoid delaying urgently needed flood protection, Interim Levee Design Criteria (ILDC) were developed by the State and issued in final draft form in December 2010. The ILDC document can be found on the DWR website at http://www.water.ca.gov/cvfmp/. The ILDC were developed through a collaborative stakeholder involvement process with representatives from cities, counties, flood agencies, State of California (State) agencies, and Federal agencies. Ric Reinhardt and Dr. Les Harder represented TRLIA during development of these criteria. The ILDC will continue to be refined before being finalized, most likely as regulations, by around
2013-2014. Even after being finalized, amendments may be needed from time to time. The ILDC supersedes the TRLIA 200-year design criteria.

**Discussion:**
The County finding of 200-year protection will need to be based on a civil engineer’s compliance determination supported by a body of evidence. With the issuance of the ILDC, TRLIA is prepared to begin gathering the information required for the 200-year compliance determination. Attached is a proposed approach for accomplishing 200-year compliance determination following the criteria presented in the ILDC. TRLIA consultants used for the design of the repairs will provide the assessments which will be organized into a summary report that will identify how the current FEMA accredited levee system stands in relation to the new ILDC. The summary will include the following: 1) a list of items that fully achieve the new criteria; 2) a list of items that deviate from the new criteria, but are acceptable for 200-year compliance; and 3) a list of items where additional work is needed. TRLIA’s current Board of Senior Consultants will provide a required independent review of the summary report. With approval by the TRLIA Board of this approach and delegation of authority to the Executive Director to proceed, proposals will be elicited from TRLIA design consultants and amendments to their contracts for the work brought back to the Board for approval.

**Fiscal Impact:**
By approving moving forward with 200-year compliance determination, TRLIA will be assuming a potential future expense for staff to conduct levee assessments according to the recently issued ILDC.
The expenses for doing this evaluation will be funded by two different sources:

- The State will provide Prop 1E funding per the Feather River and UYLIP EIP Funding Agreements (Feather River Segments 1, 2, and 3; and the UYLIP).

- Local funds will be used for the Prior Levee work (WPIC, Bear River, and Yuba River from HWY 70 to Simpson Lane). Local Funding Sources are those local funds that came from developer advance funding used to cash flow TRLIA’s levee improvement work prior to the EIP Projects and the Yuba Levee Financing Authority Joint Financing. Recently received reimbursements and future received reimbursements to be received from the State represent those Local Funding Sources coming back to TRLIA after having cash flowed current projects.

**Attachment:**
1. TRLIA Approach for Providing 200-Year Compliance Determination
RD 784 Levee System
Approach to Provide a Compliance Determination for
200-Year Flood Protection for RD 784 for Senate Bill 5

TRLIA has certified the RD 784 Levee System to FEMA for the 100-year flood. However, TRLIA has designed and constructed all repairs with the goal of providing 200-year protection to RD 784. At the time of design, the State of California had not developed criteria to define what would be required to meet the 200-year standard. As construction on the system nears completion it is now time for TRLIA to evaluate the completed project against the newly released State Interim Levee Design Criteria (ILDC) and determine if the levee system complies with the issued criteria for providing 200-year protection. This compliance determination will be made to Yuba County for its use in reviewing future development plans. The 200-year compliance determination will be accomplished by engineering assessments of each reach of the system against criteria contained in the CA Department of Water Resources ILDC for Urban and Urbanizing Areas in the Sacramento-San Joaquin Valley, Version 4, December 15, 2010. The ILDC document can be found on the DWR website at http://www.water.ca.gov/cvfmp/.

Attached to this approach is Table 2 from the ILDC which presents a summary of the criteria that must be met to provide 200-year protection. Below is the approach that TRLIA will use in providing the evidence for the record to be used for the 200-year flood protection determination.

Design Water Surface Elevation Criteria
MBK will provide water surface and hydraulic top of levee information for all reaches in the system. The modified version of the FEMA approach (Option 1) listed in the ILDC will be used to evaluate if the constructed top of levee is adequate for 200-year protection. This evaluation will include wind set and wave runup. MBK will develop the Design Water Surface Elevation (DWSE), the Hydraulic Top of Levee (HTOL), and the 10-year flood profile to be used by other consultants in the geotechnical evaluations. The 10-year flood profile is necessary for seismic evaluation and planning for levee restoration after a seismic event. MBK will evaluate whether adjustments to the DWSE to account for climate change are necessary. MBK will prepare a report documenting all hydrologic and hydraulic information used to develop the DWSE. This documentation will include the agency or consultant that prepared the information, date of information, and purpose for which information was prepared.

Seepage, Slope Stability, Seismic Vulnerability, and Geometric Criteria
The design consultant (Either GEI, HDR or Kleinfelder) that performed the original geotechnical evaluations for levee repairs will evaluate the repair reaches for geotechnical criteria. The criteria for Intermittently-Loaded Levees will be used. See attached Table 2 for criteria. Evaluations will be made for:
- Seepage
- Steady State Slope Stability
- Seismic Vulnerability (The Consultant will estimate levee slumping during a seismic event, compare that to the 10-year profile, and describe a plan for immediate restoration of any damaged reaches to protect against a 10-year flood)
- Geometric Criteria (It is expected that a general description of levee geometry will be given as a part of the Slope Stability evaluation. The consultant should describe if the
reach of levee generally meets the criteria in the ILDC and ramifications of any locations where it does not. For purposes of this evaluation, the consultant will assume repairs that have been accomplished or permitted after review and approval of the Corps, CVFPB and DWR are existing conditions

Erosion Potential
MBK will evaluate the potential for erosion from both river flows and wind-wave shear stress for the entire RD 784 levee system. MBK will consider the recent repairs to the levee system and wind-wave analyses performed in the initial designs. These design wind-wave analyses will be compared to the approach suggested in Section 7.5 of the ILDC.

Right-of-Way Criteria
MBK will describe and evaluate existing right of way along the RD 784 levee system. The existing right of way will be evaluated against the objectives found in the ILDC and explanations of right of way adequacy provided for reaches where the objectives are not completely met. Future actions of TRLIA with respect to right of way acquisition will be described.

Encroachments, Penetrations and Closure Structures
The design consultant (Either GEI or HDR) that performed the original designs for levee repairs will assess the repair reaches for encroachments, penetrations and closure structures. The assessment will identify all encroachments, penetrations, and closure structures in the levee reach and a determination made as to whether the identified feature poses a hazard. Penetrations will be categorized as low, medium or high hazard. Assessments will follow the guidance in Sections 7.1, 7.2 and 7.3 of the ILDC.

Levee Vegetation
MBK will provide a vegetation assessment of the RD 784 levee system. This assessment will consider the proposed Corps criteria and the DWR interim criteria. Any conditions which do not meet criteria will be noted and future actions at these locations discussed.

Independent Expert Panel
TRLIA will use the current TRLIA Board of Senior consultants to provide an independent expert review of the compliance determination report.

Security
To be determined
6.9 Levee Design Criteria Summary

Levee design criteria for the two design options are summarized in Tables 2 and 3, for intermittently-loaded and frequently-loaded levees, respectively:

Table 2. Levee Design Criteria Summary for Intermittently-Loaded Levees

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>DWSE (Option 1)</td>
<td>Median 200-year WSE</td>
</tr>
<tr>
<td>DWSE (Option 2)</td>
<td>90% assurance 200-year WSE</td>
</tr>
<tr>
<td>TOL (Option 1) for hydraulic criteria</td>
<td>Median 200-year WSE + higher of (1) 3 feet, or (2) height for wind setup and wave runup</td>
</tr>
<tr>
<td>TOL (Option 2) for hydraulic criteria</td>
<td>Lower of A or B, where: • A is the higher of (1) 90% assurance 200-year WSE, (2) median 200-year WSE plus three feet, or (3) median 200-year WSE plus height for wind setup and wave runup • B is the higher of (1) 95% assurance 200-year WSE, (2) median 200-year WSE plus two feet, or (3) median 200-year WSE plus height for wind setup and wave runup</td>
</tr>
<tr>
<td>HTOL (Option 1) for geotechnical criteria</td>
<td>Lower of (1) median 200-year WSE plus three feet, or (2) median 500-year WSE</td>
</tr>
<tr>
<td>HTOL (Option 2) for geotechnical criteria</td>
<td>Lower of (1) median 200-year WSE plus three feet, (2) physical top of levee if it is equal to or higher than the 95% assurance 200-year WSE and at least two feet above the median 200-year WSE, or (3) median 500-year WSE</td>
</tr>
<tr>
<td>Seepage - Exit Gradient at Levee Toe</td>
<td>For DWSE For HTOL</td>
</tr>
<tr>
<td></td>
<td>γ ≥ 112 pcf</td>
</tr>
<tr>
<td></td>
<td>i ≤ 0.5</td>
</tr>
<tr>
<td>Seepage - Exit Gradient at Seepage Berm Toe</td>
<td>i ≤ 0.8</td>
</tr>
<tr>
<td>Steady State Slope Stability</td>
<td>FS ≥ 1.4</td>
</tr>
<tr>
<td>Seismic Vulnerability</td>
<td>Restore grade and dimensions for at least 10-year WSE plus three feet of freeboard or higher for wind setup and wave runup within eight weeks</td>
</tr>
<tr>
<td>Levee Geometry</td>
<td>For new or extensive reconstruction on a major stream, minimum 20-foot-wide crown, 3h:1v waterside and landside slopes for all levees except bypass levees (4h:1v waterside slope)</td>
</tr>
</tbody>
</table>

Note: The median 200-year WSE, the 90% assurance 200-year WSE, and the 95% assurance 200-year WSE in this table are assumed to have been increased appropriately to account for the potential for new, updated hydrology to yield higher flows.

Key:
DWSE = design water surface elevation
FS = factor of safety
HTOL = hydraulic top of levee
i = exit gradient
pfc = pounds per cubic foot
TOL = top of levee
WSE = water surface elevation
γ = unit weight of soil

Interim Levee Design Criteria, Version 4
December 15, 2010
6-18
March 15, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Scott Shapiro, General Counsel
Doug Handen, Construction Manager
SUBJECT: Contract No. PH4-2010-01
Upper Yuba Levee Improvement Project (UYLIP)
Simpson Lane to the Goldfields
Delegation of Authority to Award a Contract

**Recommended Action**
Delegate the authority to award and execute construction contract to the low bidder for the UYLIP contract to the Executive Director.

**Background**
The UYLIP Project improves approximately 3 miles of the South levee on the Yuba River from Simpson Lane to the Goldfields including:

- 15,150 linear feet (LF) of cutoff wall ranging from 47 to 70 feet deep
- 1,559 LF of seepage berm 80 feet to 150 feet wide at the end of the project
- 3,159 LF of waterside slope rock erosion protection at the end of the project
- Geometry corrections throughout the project reach

The project, to be constructed by Three Rivers Levee Improvement Authority (TRLIA), will close out a seven-year effort to improve 29 miles of levees that protect the communities of Linda, Olivehurst, Arboga, and Plumas Lake. This is the last improvement required to provide a nearly 200 year level of flood protection. Portions of this same levee system failed catastrophically in 1986 and 1997, causing multiple deaths and more than half a billion dollars in damages.

**Discussion**
TRLIA had planned to do the UYLIP project work in 2010 and requested construction bids. TRLIA accepted bids for the Upper Yuba Levee Improvement Project on 8/26/10. Three bids were received and the Magnus Pacific bid was the lowest bid. The bid documents for this project included two bid schedules. Bid Schedule “A” included a schedule of bid items and quantities for the required work and Bid Schedule “B” included three potential items of work as potential alternative items, not included in the drawings submitted for bid purposes. The Schedule “B” items will only be used if these elements are deemed necessary during the course of construction.
The Bid Results are as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Schedule A</th>
<th>Schedule B</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnus Pacific</td>
<td>7,029,117.80</td>
<td>512,352.00</td>
<td>$7,541,469.80</td>
</tr>
<tr>
<td>DeSilva Gates</td>
<td>8,075,192.00</td>
<td>569,452.00</td>
<td>$8,644,644.00</td>
</tr>
<tr>
<td>Nordic Industries</td>
<td>8,846,355.00</td>
<td>281,091.00</td>
<td>$9,127,446.00</td>
</tr>
</tbody>
</table>

The bid documents for the project stated that the project award could be held open until March 31, 2011, pending Federal 408 Authorization and The office of the Assistant Secretary of the Army - Civil Works (ASA) 104 Credit Approval.

Unfortunately TRLIA did not receive 408 Authorization or 104 Credit Approval in 2010; thus the UYLIP project award was held open. If TRLIA awards the construction contract prior to 104 Credit being processed then the State will forfeit the Credit. For this reason staff recommends that the Board not award the contract, but rather expand the existing delegation of authority to the Executive Director to include the authority to award this contract when and if appropriate.

TRLIA received 408 Authorization on December 22, 2010. The 104 Credit Request has been at the ASA office since late February 2011, but as of the preparation of this report, approval of the 104 Credit request by the ASA is still pending. To avoid re-bidding this work TRLIA is working with Congressman Herger’s office to obtain the ASA approval this month to allow contract award.

To date the ASA has approved $203.8 million from the TRLIA program. The UYLIP project request was for $47.6 million more. In 2008 DWR agreed to sacrifice approximately $70 million so that TRLIA could proceed with the Feather Setback Levee project before receiving Section 104 credit approval.

- **Permits**

The Corps 408 Authorization has been approved. The Central Valley Flood Protection Board (CVFPB) has approved the encroachment permit for this project. TRLIA has obtained a grading permit for this project from Yuba County and will require the contractor to obtain an encroachment permit from Yuba County, and a permit from Feather River Air Quality Management District prior to starting work.

- **Schedule**

The bid documents state that the construction will commence on April 15, 2011 and the work will be substantially complete on August 27, 2011. This schedule could change subject to the timing of TRLIA’s ability to issue a “Notice to Proceed” and site conditions.

**Fiscal Impact:**
Funding for this project is from the State/TRLIA Upper Yuba River Levee Improvement EIP Funding Agreement. The Cost share is 70% State and 30% Local. State and Local funds are available for this work. Funding is available under these agreement in amounts that exceed the low bid plus 20%.

Attachments:
1. Bid Results
2. Contract Proposal & Agreement
PROPOSAL FORM

Attachment 2
PROPOSAL TO THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

CONTRACT NO. PH4 2010-01

NAME OF BIDDER: Magnus Pacific Corporation
BUSINESS ADDRESS: 3001 Lava Ridge Ct., Suite 240, Roseville, CA 95661
TELEPHONE NO: (916)-233-1137

The work to be done and referred to herein is in Yuba County, State of California:

TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

CONTRACT NO. PH4 2010-01

The project shall be constructed in accordance with the aforementioned Contract Documents and the provisions stated herein (including the payment of not less than the minimum wage rates set forth herein). Labor Surcharge and Equipment Rental Rates to be used under this contract shall be listed in the State of California Department of Transportation Division of Construction publication entitled, "Labor Surcharge and Equipment Rental Rates," that are in effect when the work is accomplished and the current applicable General Prevailing Wage Rates of the State of California Department of Industrial Relations.

Addendum No. 1 (Date Received): July 16, 2010  Contractor's Initials: __________
Addendum No. 2 (Date Received): July 30, 2010  Contractor's Initials: __________
Addendum No. 3 (Date Received): August 13, 2010  Contractor's Initials: __________
Addendum No. 4 (Date Received): August 23, 2010  Contractor's Initials: __________
Addendum No. 5 (Date Received): August 24, 2010  Contractor's Initials: __________
Addendum No. 6 (Date Received): August 25, 2010  Contractor's Initials: __________

The work to be done is specified in the attached Contract Documents.

CONTRACT DOCUMENTS
TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

CONTRACT NO. PH4 2010-01

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit item price shall prevail, except as provided in (a) or (b), as follows:

(a). If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

(b). (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Departments Final Estimate of cost.

If this Proposal shall be accepted and the undersigned fails to enter into the Contract and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the TRLIA within 8 days, not including Sundays and legal holidays, after the bidder has received notice from the TRLIA that the Contract has been awarded, the TRLIA may, at its option, determine that the bidder has abandoned the Contract, and thereafter this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the TRLIA.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those names herein; that this Proposal is made without collusion with any other person, firm, or corporation, and in submitting this Proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by the Federal requirements set forth in these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the TRLIA of Yuba in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>LS</td>
<td>$380,000</td>
<td>$380,000</td>
</tr>
<tr>
<td>A2</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>A3.1</td>
<td>SWPPP Silt Fence</td>
<td>45,000</td>
<td>LF</td>
<td>$1.60</td>
<td>$72,000</td>
</tr>
<tr>
<td>A3.2</td>
<td>SWPPP Straw Wattle</td>
<td>10,000</td>
<td>LF</td>
<td>$2.50</td>
<td>$25,000</td>
</tr>
<tr>
<td>A3.3</td>
<td>SWPPP Stabilized Construction Entrance</td>
<td>4</td>
<td>EA</td>
<td>$2.800</td>
<td>$11,200</td>
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<tr>
<td>A3.4</td>
<td>Erosion Control (Borrow Site)</td>
<td>1</td>
<td>LS</td>
<td>$150,000</td>
<td>$150,000</td>
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<tr>
<td>A3.5</td>
<td>K-Rail</td>
<td>140</td>
<td>LF</td>
<td>$54.00</td>
<td>$7,560</td>
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<tr>
<td>A4</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>A5</td>
<td>Topsoil Stripping (Levee, Berm, and Borrow Areas)</td>
<td>125</td>
<td>AC</td>
<td>$2.60</td>
<td>$325,000</td>
</tr>
<tr>
<td>A6</td>
<td>Levee Excavation (Levee Degradation and Initial Cap)</td>
<td>135,479</td>
<td>CY</td>
<td>$3.15</td>
<td>$426,758.95</td>
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<tr>
<td>A7</td>
<td>Temporary Water Main</td>
<td>1</td>
<td>LS</td>
<td>$7,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>A8</td>
<td>Seepage and Stability Berm</td>
<td>52,629</td>
<td>CY</td>
<td>$1.00</td>
<td>$52,629</td>
</tr>
<tr>
<td>A8.1</td>
<td>Slurry Wall Trench Spoils</td>
<td>50,000</td>
<td>CY</td>
<td>$2.50</td>
<td>$125,000</td>
</tr>
<tr>
<td>A9</td>
<td>Slurry Wall Construction [S]</td>
<td>897,500</td>
<td>SF</td>
<td>$3.05</td>
<td>$2,713,575</td>
</tr>
<tr>
<td>A10</td>
<td>Excavation and Haul (Borrow Site)</td>
<td>144,803</td>
<td>CY</td>
<td>$3.15</td>
<td>$456,129.45</td>
</tr>
<tr>
<td>A11</td>
<td>Fill - Levee Embankment (From Borrow Site)</td>
<td>144,803</td>
<td>CY</td>
<td>$1.25</td>
<td>$181,003.75</td>
</tr>
<tr>
<td>A12</td>
<td>Fill - Levee Embankment (From Import)</td>
<td>36,201</td>
<td>CY</td>
<td>$5.75</td>
<td>$208,155.75</td>
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<tr>
<td>A13</td>
<td>DIP Watermain</td>
<td>140</td>
<td>LF</td>
<td>$78.00</td>
<td>$10,920</td>
</tr>
<tr>
<td>A13.1</td>
<td>12-Inch Irrigation Service</td>
<td>177</td>
<td>LF</td>
<td>$78.00</td>
<td>$13,806</td>
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<tr>
<td>A13.2</td>
<td>18-Inch Irrigation Service</td>
<td>170</td>
<td>LF</td>
<td>$75.00</td>
<td>$12,750</td>
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<tr>
<td>A14</td>
<td>Dantoni Road - Sawcut</td>
<td>75</td>
<td>LF</td>
<td>$5.00</td>
<td>$375</td>
</tr>
<tr>
<td>A15</td>
<td>Dantoni Road - AC/AB Demolition</td>
<td>353</td>
<td>SY</td>
<td>$12.00</td>
<td>$4,236</td>
</tr>
<tr>
<td>A16</td>
<td>Dantoni Road - Lime Treatment</td>
<td>353</td>
<td>SY</td>
<td>$4.20</td>
<td>$1,482.60</td>
</tr>
<tr>
<td>A17</td>
<td>Dantoni Road - Bituminous Concrete Pavement</td>
<td>487</td>
<td>TN</td>
<td>$135.00</td>
<td>$65,745</td>
</tr>
<tr>
<td>A18</td>
<td>Aggregate Base</td>
<td>13,526</td>
<td>TN</td>
<td>$14.50</td>
<td>$196,127</td>
</tr>
<tr>
<td>A19</td>
<td>Pipe Gates</td>
<td>13</td>
<td>EA</td>
<td>$3,400.00</td>
<td>$44,200</td>
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<tr>
<td>A20</td>
<td>Signage</td>
<td>6</td>
<td>EA</td>
<td>$822.00</td>
<td>$4,932</td>
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<tr>
<td>A21</td>
<td>Erosion Control Seeding</td>
<td>150</td>
<td>AC</td>
<td>$3,775</td>
<td>$566,250</td>
</tr>
<tr>
<td>A22</td>
<td>Permanent Fencing</td>
<td>17,600</td>
<td>LF</td>
<td>$3.60</td>
<td>$63,360</td>
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<tr>
<td>A23</td>
<td>Reclaim Borrow Site</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>A24</td>
<td>Haul &amp; Waste (Unsuitable Material)</td>
<td>558</td>
<td>CY</td>
<td>$9.00</td>
<td>$5,094</td>
</tr>
</tbody>
</table>

**SUBTOTAL BASE BID (SCHEDULE A):** $7,024,207.40

[S] - SPECIALTY ITEM, REFER TO SECTION 2-B OF THE GENERAL REQUIREMENTS.

**ADD ALTERNATE**

<table>
<thead>
<tr>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$0.00</td>
<td>$0.00</td>
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### Three Rivers Levee Improvement Authority
#### Upper Yuba Levee Improvement Project (South Levee) - Simpson Lane to Yuba Goldfields

**BASE BID (SCHEDULE B)**  
August 25, 2010

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>B1</td>
<td>Geotextile Fabric</td>
<td>16,777</td>
<td>SY</td>
<td>2.00</td>
<td>33,554.00</td>
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<tr>
<td>B2</td>
<td>Bedding Material</td>
<td>3,397</td>
<td>TN</td>
<td>3.00</td>
<td>105,307.00</td>
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<tr>
<td>B3</td>
<td>Rock Slope Protection</td>
<td>12,879</td>
<td>TN</td>
<td>2.90</td>
<td>373,491.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL BASE BID (SCHEDULE B): $512,352.00**

**SUBTOTAL BASE BID (SCHEDULE A): $7,039,207.80**

**SUBTOTAL BASE BID (SCHEDULE B): $512,352.00**

**TOTAL BASE BID (SCHEDULE A PLUS SCHEDULE B): $7,551,559.80**

**ADD ALTERNATE**

**TOTAL BASE BID (SCHEDULE A PLUS SCHEDULE B) AND ADD ALTERNATE**
BID PROPOSAL ITEMS

Notes:
1. All quantities are in place quantities.
2. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may be cause for rejection of bids.
3. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.
4. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Owner will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for award.
5. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.
6. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Owner. The option may be exercised at any time up to within 14 calendar days of the contract completion date. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Owner. The price for exercise of the option includes all work and effort associated with the scope of that item. No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work.
7. EFARS 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)
   (a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:
      (1) Obviously misplaced decimal points will be corrected;
      (2) Discrepancy between unit price and extended price, the unit price will govern;
      (3) Apparent errors in extension of unit prices will be corrected;
      (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
   (b) For the purpose of bid/offer evaluation, the Owner will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.
   (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid/offer is low.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder __________, proposed subcontractor __________, hereby certifies that he has ___ has not X, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.07(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _______, has not _______ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 1062, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes______ No______ X______

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTICE TO CONTRACTORS
NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the Three Rivers Levee Improvement Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NOTICE TO CONTRACTORS
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by a federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exception will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution of administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.
NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the marking of any Federal contract, the marking of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

NOTICE TO CONTRACTORS
**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
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</tr>
</tbody>
</table>

For Material Change Only:
- year ____________
- quarter _______  
- date of last report __________

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
<td>Congressional District, if known</td>
</tr>
<tr>
<td>□ Subawardee</td>
<td></td>
</tr>
<tr>
<td>Tier __________, if known</td>
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</table>

Congressional District, if known

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CPDA Number, if applicable</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
</table>

10. a. Name and Address of Lobby Entity  
(If individual, last name, first name, MI)

| b. Individuals Performing Services (including address if different from No. 10a)  |
| (last name, first name, MI) |

11. Amount of Payment (check all that apply)

| $ _________ | □ actual | □ Flamed |

12. Form of Payment (check all that apply):

| □ a. cash |
| □ b. in-kind; specify: nature __________, value __________ |

13. Type of Payment (check all that apply)

| □ a. retainer |
| □ b. one-time fee |
| □ c. commission |
| □ d. contingent fee |
| □ e. deferred |
| □ f. other, specify |

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

| Yes | No |

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the firm above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ____________________________  
Print Name: ____________________________  
Title: ____________________________  
Telephone No.: ____________________________  
Date: ____________________________  

Federal Use Only: Authorized for Local Reproduction  
Standard Form LLL Rev. 09-12-97

NOTICE TO CONTRACTORS
INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include any suborganization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001.".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a).
    Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

NOTICE TO CONTRACTORS
Accompanying this proposal is __________

_Bidder's Bond_

_(NOTICE: INSERT THE WORDS "CASH($_________)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)_

in amount equal to at least ten percent of the total of the bid.
The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE**

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_Magnus Pacific Corporation_

_Louay M. Owaidat, President_

_Matt D. Marks, Secretary_

Licensed in accordance with an act providing for the registration of Contractors,

License No. __929638__ Classification(s) A

**ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in Addenda number/s 1, 2, 3, 4, 5 & 6

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: __August 25, 2010__

__Sign Here__

Business Address __3001 Lava Ridge Ct., #240 Roseville, CA 95661__

Place of Business __Roseville, CA__

Place of Residence __Roseville, CA__

**NOTICE TO CONTRACTORS**
BIDDER'S BOND
STATE OF CALIFORNIA

Know all persons by these presents,

That we ___________________________ as principal, and
______________________________ Fidelity and Deposit Company of Maryland

as surety, are held and firmly bound unto TRLIA in the penal sum of ten percent (10%) of the total amount of
the bid of principal above name, submitted by said principal to TRLIA for the work described below, for the
payment of which sum is lawful money of the United States, well and truly to be made, to TRLIA to which said
bid was submitted, successors, jointly and severally, firmly by these presents. In no case shall the liability of the
surety hereunder exceed the sum of $ Ten Percent of Amount Bid (10%)

The condition of this obligation is such,

That whereas the principal has submitted the above mentioned bid to TRLIA, as aforesaid, for certain
construction specifically described as follows, for which bids are to be opened at the office of HDR
Engineering, 2365 Iron Point Road, Suite 300, Folsom, California 95630 on __________ August 28, 2010.

Now, therefore, if the aforesaid Principal is awarded the Contract and, within the time and manner required
under the Specifications, after the prescribed forms are presented to him for signature, enters into a written
Contract, in the prescribed form, in accordance with the bid, and files two bonds with the TRLIA, one to
guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law,
then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

NOTICE TO CONTRACTORS
In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all cost incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

In witness whereof, we have hereunto set our hands and seals on this 24th of August, 2010.

[Signature]
Magnus Pacific Corporation
(Seal)

[Signature]
Louay M. Alnidad
Principal

Fidelity and Deposit Company of Maryland
(Seal)

[Signature]
Renee Ramsey, Attorney-in-Fact
Surety

1400 American Lane, Schaumburg, IL 60196

Address

NOTE: Signatures of those executing for the surety must be properly acknowledged.

The Bidder shall list the name and address of each subcontractor, required to whom the Bidder proposes to subcontract portions of the work as required by the provisions in Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications and Section 2-1.01, “General,” of these special provisions.
ACKNOWLEDGMENT

State of California
County of Sacramento

On August 24, 2010 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia M. Simas (Seal)
Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby appoint Richard W. PRATT, Renee RAMSEY and B. G. MIDSTOKKE, all of Sacramento, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, and on its behalf to do, and as its act and deed: any and all bonds and undertakings, and the execution of which bonds and undertakings in pursuance of these presents, shall be as binding upon said Company, as if duly and properly executed and acknowledged, as if the same had been duly executed and acknowledged by the regular elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of March, A.D. 2003.

ATTTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

T. E. Smith
Assistant Secretary

Paul C. Rogers
Vice President

State of Maryland
City of Baltimore

On this 11th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Sandra Lynn Mooney
Notary Public
My Commission Expires: January 1, 2004
EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 24 day of August, 2010.

[Signature]

Assistant Secretary
ATTACHMENT A

LIST OF SUBCONTRACTORS

The following are the portions (types), name and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in, or about, the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of the limits specified in Section 2 of the attached Technical Specifications. The bidder is directed to other requirements and effects of the designation of subcontractors contained in Section 2 of the attached Technical Specifications.

The low bidder, or apparent low bidder, shall submit a listing of license numbers by subcontractor within ten (10) days of bid opening.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Place of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork</td>
<td>Teichert Construction</td>
<td>Davis, CA</td>
</tr>
<tr>
<td>Hydri-seeding</td>
<td>Selby's Soil Erosional Control</td>
<td>Ione, CA</td>
</tr>
<tr>
<td>Qc. Testing</td>
<td>Ausenco Vector</td>
<td>Grass Valley, CA</td>
</tr>
<tr>
<td>Fencing/Pipe Gates</td>
<td>Central Fence Company</td>
<td>Sacramento, CA</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>
ATTACHMENT B

BIDDER'S EXPERIENCE QUESTIONNAIRE

INSTRUCTIONS:

The bidder shall submit to the Agency, with the proposal, a fully-completed copy of this questionnaire, wherein the bidder submits his/her own and appropriate subcontractor's qualifications and experience in performing work. Failure to comply with this requirement shall render the bid non-responsive and shall result in its rejection. Supplemental sheets may be included as required to provide information.

See attached pages for the following areas:

Section 1 Earthwork Contractor's Qualifications

Section 2 Earthwork Contractor's Project Personnel's Qualifications

Section 3 Cutoff Wall (Sub)Contractor's Qualifications

Section 4 Cutoff Wall (Sub)Contractor's Personnel's Qualifications

Section 5 Contractor's General References
Section 1 – Earthwork Contractor’s Qualifications. List at least three (3) levee or dam projects that the Contractor has completed since January 1, 1990. Briefly describe construction activities, emphasizing similar construction activities to this project specifically including (1) levee or dam construction, or (2) levee or dam degrading and reconstruction for the purposes of cutoff wall construction. Projects shall have included a minimum levee or dam embankment quantity of 75,000 cubic yards.

Project 1: Name: Ph 4 Feather River Setback Levee
Location: West of Feather River Bend between Star Bend & Shanghai Bend, Olivehurst
Start Date: 6/2008 Embankment Quantity: Excess of 3,000,000 CY
Completion Date: 12/2009 Contract Amount: $61,634,319.26
Owner’s Representative: Three Rivers Levee Improvement Authority
Owner Contact; Name: Doug Handen, Const. Mgr. Phone: (916) 635-5200
Construction Activity Description: Construct a new 6 mile long setback levee along the Feather River with an incorporated slurry wall along the majority of its length. Construction of a new pump station and appurtenances, and drainage and irrigation piping.

Performed Work as: Prime Contractor Yes Subcontractor No

Yes/No

Project 2 Name: Natomas Cross Canal South Levee Ph 1B
Location: West of Hwy 99 & North of Sankey Road & Garden Highway
Start Date: 7/2008 Embankment Quantity: 110,000 CY
Completion Date: 12/2008 Contract Amount: $1,422,665.22
Owner’s Representative: SAFCA
Owner Contact; Name: John Bassett Phone: (916) 704-8731
Construction Activity Description: Reconstruct 3,600 LF of levee over a soil-bentonite cut-off wall to a depth of 75 feet from the levee crown. Degrade the levee to approximately one-half of the levee height.

Performed Work as: Prime Contractor No Subcontractor Yes

Yes/No

Yes/No
Project 3  Name: Natomas Cross Canal Ph 2 & SREL Ph 1
Location: Howsley Road & Hwy 99 to the Garden Highway
Start Date: 5/2009  Embankment Quantity: 1,075,000 CY
Completion Date: 6/2010  Contract Amount: $22,839,739.48
Owner's Representative: SAFCA
Owner Contact; Name: John Bassett  Phone: (916) 874-7606
Construction Activity Description: Degrade existing levee for slurry wall construction, rebuild levee to new geometry. Construct adjacent levee along Garden Highway.

Performed Work as: Prime Contractor Yes  Subcontractor No
Yes/No  Yes/No

Project 4  Name: Pleasant Valley Detention Basin
Location: Foothill Drive at Pleasant Valley, Vacaville, CA
Start Date: 7/2008  Embankment Quantity: Excess of 75,000 CY
Completion Date: 2/2009  Contract Amount: $2,321,890.92
Owner's Representative: City of Vacaville
Owner Contact; Name: Ray Talbot  Phone: (707) 449-5100
Construction Activity Description: Flood control improvements including on & off channel detention basins, earthwork, inlet & outlet structures, concrete & concrete block spillways, drainage inlets & manholes, reinforced concrete piping, concrete V-ditch. All work falling under The jurisdiction of the Department of Water Resources, Division of Safety of Dams.

Performed Work as: Prime Contractor Yes  Subcontractor No
Yes/No  Yes/No
Section 2 - Earthwork Contractor's Project Personnel's Qualifications. Identify the individuals, including the project manager and site superintendent, who will be in responsible charge of the project. For each individual, include a list of at least three (3) reference projects on which the individual held the same position. The project manager shall have a minimum of five (5) years experience as a project manager on earthwork projects, and superintendents shall have a minimum of three (3) years experience on earthwork projects placing a minimum of 75,000 cy of compacted fill. Substitution for identified individuals will not be permitted without the prior written consent of the Agency.

Individual's Name:  Brian Faughn
Present Position in the Organization:  Project Manager
Proposed Position for Project:  Project Manager
Years of Experience in Position Proposed for Project:  18 years
Percentage of On-Site Time Individual will spend Managing/Supervising the Work:  100%

Reference Projects:

1. Project Name:  Ph 4 Feather River Setback Levee
   Owner's Representative:  Three Rivers Levee Improvement Authority
   Owner's Contact; Name:  Doug Handen Phone:  (916) 635-5200
   Position Held by Individual:  Project Manager
   Construction Activity Description:  Construct a new 6 mile long setback levee along the Feather River with an incorporated slurry wall along the majority of its length. Construction of a new pump station and appurtenances and drainage and irrigation piping.

2. Project Name:  Sacramento Airport East Apron Expansion
   Owner's Representative:  County of Sacramento
   Owner's Contact; Name:  John Febbo Phone:  (916) 874-4997
   Position Held by Individual:  Project Manager
   Construction Activity Description:  Apron and taxiway expansion
3. Project Name: Natomas Cross Canal Levee Ph 1B
   Owner’s Representative: SAFCA
   Owner’s Contact; Name: Johns Bassett       Phone: (916) 704-8731
   Position Held by Individual: Project Manager
   Construction Activity Description: Reconstruct 3,600 LF of levee over a soil-bentonite cut-off wall to a depth of 75 feet from the levee crown. Degrade of the levee to approximately one-half of the levee height.

4. Project Name: WUSD New High School
   Owner’s Representative: Turner Construction
   Owner’s Contact; Name: Matt Hiser       Phone: (916) 441-4421
   Position Held by Individual: Project Manager
   Construction Activity Description: Rough grading, underground installation, dry utilities, concrete and paving for new West Sacramento High School

Individual’s Name: Eric Stannard
Present Position in the Organization: Estimator
Proposed Position for Project: Estimator
Years of Experience in Position Proposed for Project: 12 years
Percentage of On-Site Time Individual will spend Managing/Supervising the Work: 10%

Reference Projects:

1. Project Name: Ph 4 Feather River Setback Levee
   Owner’s Representative: Three Rivers Levee Improvement Authority
   Owner’s Contact; Name: Doug Handen, Const. Mgr.       Phone: (916) 635-5200
   Position Held by Individual: Estimator
   Construction Activity Description: Construct a new 6 mile long setback levee along the Feather River with an incorporated slurry wall along the majority of its length.
   Construction of a new pump station and appurtenances and drainage and irrigation piping.
2. Project Name: Natomas Cross Canal Ph 2  
Owner's Representative: SAFCA  
Owner's Contact Name: John Bassett  
Phone: (916) 874-7606  
Position Held by Individual: Estimator  
Construction Activity Description: Degrade existing levee; build new levee with an incorporated slurry wall along the majority of its length.

3. Project Name: Feather Water Tudor Bypass  
Owner's Representative: Feather Water District  
Owner's Contact Name: John Malen  
Phone: (530) 674-4211  
Position Held by Individual: Estimator  
Construction Activity Description: Clearing, construct irrigation relocated facilities for Hwy 99 widening, and drainage structures.

4. Project Name: Tudor Mutual Water Tudor Bypass  
Owner's Representative: Tudor Mutual Water Company  
Owner's Contact Name: John Malen  
Phone: (530) 674-4211  
Position Held by Individual: Estimator  
Construction Activity Description: Clearing, construct irrigation relocated facilities for Hwy 99 widening, and drainage structures.

Individual's Name: Jeff Deusenberry  
Present Position in the Organization: General Grading Superintendent  
Proposed Position for Project: General Grading Superintendent  
Years of Experience in Position Proposed for Project: 29 years  
Percentage of On-Site Time Individual will spend Managing/Supervising the Work: 50%
Reference Projects:

1. Project Name: Natomas Cross Canal South Levee Ph 1B
   Owner’s Representative: SAFCA
   Owner’s Contact; Name: John Bassett Phone: (916) 704-8731
   Position Held by Individual: General Grading Superintendent
   Construction Activity Description: Reconstruct 3,600 LF of levee over a soil-bentonite cut-off wall to a depth of 75 feet from the levee crown. Degrade of the levee to approximately one-half of the levee height.

2. Project Name: Pleasant Valley Detention Basin
   Owner’s Representative: City of Vacaville
   Owner’s Contact; Name: Ray Talbot Phone: (707) 449-5100
   Position Held by Individual: General Grading Superintendent
   Construction Activity Description: Flood control improvements including on & off channel detention basins, earthwork, inlet & outlet structures, concrete & concrete block spillways, drainage inlets & manholes, reinforced concrete piping, concrete V-ditch

3. Project Name: Ph 4 Feather River Setback Levee
   Owner’s Representative: Three Rivers Levee Improvement Authority
   Owner’s Contact; Name: Doug Handen, Const. Phone: (916) 635-5200 Mgr
   Position Held by Individual: General Grading Superintendent
   Construction Activity Description: Construct a new 6 mile long setback levee along the Feather River with an incorporated slurry wall along the majority of its length.
   Construction of a new pump station and appurtenances and drainage and irrigation piping.

4. Project Name: Natomas Central Subdivision & Lakes
   Owner’s Representative: K. Hovnanian Homes
   Owner’s Contact; Name: Rich Alexander Phone: (916) 920-0200
   Position Held by Individual: General Grading Superintendent
   Construction Activity Description: Mass excavation of +/- 800,000 CY for a new
lake and subdivision, mine and place clay lining, grade for 1,700 lots and construct new streets.

Individual's Name: Tom Wickum
Present Position in the Organization: General Grading Foreman
Proposed Position for Project: General Grading Foreman
Years of Experience in Position Proposed for Project: 20 years
Percentage of On-Site Time Individual will spend Managing/Supervising the Work: 100%

Reference Projects:

1. Project Name: Sacramento Airport East Apron Expansion
   Owner's Representative: County of Sacramento Airport System
   Owner's Contact; Name: John Febbo Phone: (916) 874-4997
   Position Held by Individual: General Grading Foreman
   Construction Activity Description: Apron and taxiway expansion

2. Project Name: Cache Creek Casino Golf Course Grading
   Owner's Representative: Harbison-Mahoney-Higgins Builders, Inc.
   Owner's Contact; Name: Gary Harbison Phone: (916) 383-4825
   Position Held by Individual: General Grading Foreman
   Construction Activity Description: Clear and grade for a new golf course, construct and line lakes (+/- 1,000,000 CY of excavation) and finish grading.

3. Project Name: Ph 4 Feather River Setback Levee
   Owner's Representative: Three Rivers Levee Improvement Authority
   Owner's Contact; Name: Doug Handen, Const. Mgr. Phone: (916) 635-5200
   Position Held by Individual: General Grading Foreman
   Construction Activity Description: Construct a new 6 mile long setback levee along
the Feather River with an incorporated slurry wall along the majority of its length.

Construction of a new pump station and appurtenances and drainage and irrigation piping.

4. Project Name: Natomas Cross Canal Ph 2  
Owner's Representative: SAFCA  
Owner's Contact; Name: John Bassett  Phone: (916) 874-7606  
Position Held by Individual: General Grading Foreman  
Construction Activity Description: Degrade existing levee; build new levee with an incorporated slurry wall along the majority of its length.
Section 3 - Cutoff Wall (Sub)Contractor's Qualifications. List at least three (3) projects that the cutoff wall (sub)contractor has completed since January 1, 1990. Briefly describe construction activities, emphasizing construction activities similar to those to be provided on this project, specifically including but not limited to: construction of SB slurry cutoff walls of similar depth and width, construction of SB slurry cutoff walls with $1 \times 10^{-6}$ cm/sec hydraulic conductivity (permeability) requirements and experience with wet-batching SB materials and mix control. Projects qualifying for relevant experience shall have a minimum wall length of 500 feet and a minimum wall depth of 50 feet.

Project 1: Name: Natomas Cross Canal Phase 2
Location: Sacramento, CA
Start Date: June, 2009  Completion Date: August, 2009
Wall Length: 6,600ft  Wall Depth: 82ft (max)  Wall Permeability: $1 \times 10^{-6}$ cm/sec
Owner's Representative: John Bassett
Owner Contact: Name: SAFCA  Phone: 916-704-8731
Construction Activity Description: Construction of 510,000 SF soil-bentonite cutoff wall to a maximum depth of 82ft. The cutoff wall met a permeability of $1 \times 10^{-6}$ cm/sec. The width of the cutoff wall is 3ft.

Performed Work as: Prime Contractor NO Subcontractor YES
Yes/No

Project 2: Name: Feather River Phase 4
Location: Marysville, CA
Start Date: June, 2008  Completion Date: October, 2008
Wall Length: 16,000ft  Wall Depth: 85ft (max)  Wall Permeability: $5 \times 10^{-7}$ cm/sec
Owner's Representative: Doug Handen
Owner Contact: Name: Three Rivers Levee Improv  Phone: 916-425-4662
Construction Activity Description: Construction of 1,200,000 SF soil-bentonite cutoff wall to be a maximum depth of 85ft. The cutoff wall width of 3ft met the maximum permeability requirement of $5 \times 10^{-7}$ cm/sec.

Performed Work as: Prime Contractor NO Subcontractor YES
Yes/No
Project 3: Name:  Dry Creek Waste Water Treatment Plant
Location:  Roseville, CA
Start Date:  June, 2010  Completion Date:  July, 2010
Wall Length:  2000ft  Wall Depth:  65ft  Wall Permeability:  $1 \times 10^{-7} \text{ cm/sec}$
Owner's Representative:  City of Roseville
Owner Contact; Name:  Ken Glotzbach  Phone:  916-746-1751
Construction Activity Description:  Construction of 175,000 SF soil-bentonite cutoff wall.

Performed Work as:  Prime Contractor  NO  Subcontractor  YES
Yes/No  Yes/No

Project 4: Name:
Location:
Start Date:  Completion Date:
Wall Length:  Wall Depth:  Wall Permeability:
Owner’s Representative:
Owner Contact; Name:  Phone:
Construction Activity Description:

Performed Work as:  Prime Contractor  Subcontractor  Yes/No  Yes/No
Section 4 - Cutoff Wall (Sub)Contractor's Personnel's Qualifications. Identify the individuals, including the project manager and site superintendent, who will be in responsible charge of the cutoff wall construction on the project. For each individual, include a list of at least three (3) reference projects on which the individual held the same position. The project manager shall have a minimum of five (5) years experience on cutoff wall projects, and superintendents shall have a minimum of three (3) years experience on cutoff wall projects. Substitution for identified individuals will not be permitted without the prior written consent of the Agency.

**Individual's Name:** Sean Rhodes  
**Present Position in the Organization:** Project Director  
**Proposed Position for Project:** Project Manager  
**Years of Experience in Position Proposed for Project:** 12  
**Percentage of On-Site Time Individual will spend Managing/Supervising the Work:** 100%

**Reference Projects:**

1. **Project Name:** Natomas Phase 1B  
   **Owner's Representative:** SAFCA  
   **Owner's Contact; Name:** John Bassett  
   **Phone:** 916-704-8731  
   **Position Held by Individual:** Project Manager  
   **Project Start/End Dates:** July, 2008 - December, 2008  
   **Construction Activity Description:** Levee Degrad, Construction of 295,000 SF soil-bentonite cutoff wall, and levee embankment construction.

2. **Project Name:** Bear River Setback Levee  
   **Owner's Representative:** Doug Handen  
   **Owner's Contact; Name:** Three Rivers Levee Improv.  
   **Phone:** 916-425-4662  
   **Position Held by Individual:** Project Manager  
   **Project Start/End Dates:** July, 2005 - November, 2005  
   **Construction Activity Description:** Construction of 435,000 SF soil-bentonite cutoff wall at the proposed alignment of the Bear River Setback Levee.

3. **Project Name:** Feather River Levee Phase 4  
   **Owner's Representative:** Doug Handen  
   **Owner's Contact; Name:** Three Rivers Levee Improv.  
   **Phone:** 916-425-4662
Position Held by Individual:  Project Manager
Project Start/End Dates:  June, 2008 - October, 2008
Construction Activity Description:  Construction of 1,200,000 SF soil-bentonite cutoff wall to a maximum depth of 85ft.

4.  Project Name:  Natomas Cross Canal Phase 2
Owner’s Representative:  John Bassett
Owner’s Contact; Name:  SAFCA  Phone:  916-704-8731
Position Held by Individual:  Project Manager
Project Start/End Dates:  June, 2009 - August, 2009
Construction Activity Description:  Construction of 519,000 SF soil-bentonite cutoff wall to a maximum depth of 85ft.

Individual’s Name:  James Beebe
Present Position in the Organization:  Construction Manager
Proposed Position for Project:  Superintendent/Cutoff Wall Specialist
Years of Experience in Position Proposed for Project:  20
Percentage of On-Site Time Individual will spend Managing/Supervising the Work:  100%

Reference Projects:

1.  Project Name:  American River Contract 1
Owner’s Representative:  John Sisley (Retired Project Engineer)
Owner’s Contact; Name:  USACE-Sac. District  Phone:  209-607-7127
Position Held by Individual:  Superintendent/Slurry Trench Specialist
Project Start/End Dates:  April, 2000 - November, 2000
Construction Activity Description:  Construction of 1,100,000 SF soil-cement-bentonite cutoff wall to a maximum depth of 75ft.

2.  Project Name:  American River Contracts 2
Owner’s Representative:  John Sisley (Retired Project Engineer)
Owner’s Contact; Name:  USACE-Sac. District  Phone:  209-607-7127
Position Held by Individual:  Superintendent/Slurry Trench Specialist
Project Start/End Dates: April, 2000 - November, 2000

Construction Activity Description: Construction of 2,000,000 SF soil-cement-bentonite cutoff wall to a maximum depth of 79ft.

3. Project Name: Natomas Phase 1B
Owner's Representative: SAFCA
Owner's Contact; Name: John Bassett Phone: 916-704-8731
Position Held by Individual: Superintendent/Slurry Trench Specialist
Project Start/End Dates: July, 2008 - December, 2008
Construction Activity Description: Levee Degrade, Construction of 295,000 SF soil-bentonite cutoff wall, and levee embankment construction.

4. Project Name: Natomas Cross Canal Phase 2
Owner's Representative: John Bassett
Owner's Contact; Name: SAFCA Phone: 916-704-8731
Position Held by Individual: Superintendent/Slurry Trench Specialist
Project Start/End Dates: June, 2009 - August, 2009
Construction Activity Description: Construction of 510,000 SF soil-bentonite cutoff wall to a maximum depth of 85ft.
Individual’s Name: Grant Perry & Kevin Rose
Present Position in the Organization: Long Reach Operator
Proposed Position for Project: Long Reach Operator
Years of Experience in Position Proposed for Project: 18 (Grant Perry) & 20 (Kevin Rose)
Percentage of On-Site Time Individual will spend Managing/Supervising the Work: 100%

Reference Projects:

1. Project Name: Natomas Phase 1B
   Owner’s Representative: SAFCA
   Owner’s Contact; Name: John Basset Phone: 916-704-8731
   Position Held by Individual: Long Reach Operator
   Project Start/End Dates: July, 2008 - December, 2008
   Construction Activity Description: Levee Degrades, Construction of 295,000 SF soil-bentonite cutoff wall, and levee embankment construction.

2. Project Name: Bear River Setback Levee
   Owner’s Representative: Doug Handen
   Owner’s Contact; Name: Three Rivers Levee Improv. Phone: 916-425-4662
   Position Held by Individual: Long Reach Operator
   Project Start/End Dates: July, 2005 - November, 2005
   Construction Activity Description: Construction of 435,000 SF soil-bentonite cutoff wall at the proposed alignment of the Bear River Setback Levee.

3. Project Name: Feather River Levee Phase 4
   Owner’s Representative: Doug Handen
   Owner’s Contact; Name: Three Rivers Levee Improv. Phone: 916-425-4662
   Position Held by Individual: Long Reach Operator
   Project Start/End Dates: June, 2008 - October, 2008
   Construction Activity Description: Construction of 1,200,000 SF soil-bentonite cutoff wall to a maximum depth of 85ft.

4. Project Name:
Individual's Name: David Gayer
Present Position in the Organization: Long Reach Operator
Proposed Position for Project: Long Reach Operator
Years of Experience in Position Proposed for Project: 15
Percentage of On-Site Time Individual will spend Managing/Supervising the Work: 100%

Reference Projects:

1. Project Name: Bear River Setback Levee
   Owner's Representative: Doug Handen
   Owner's Contact; Name: Three Rivers Levee Improv. Phone: 916-425-4662
   Position Held by Individual: Long Reach Operator
   Project Start/End Dates: July, 2005 - November, 2005
   Construction Activity Description: Construction of 435,000 SF soil-bentonite cutoff wall at the proposed alignment of the Bear River Setback Levee.

2. Project Name: American River Contracts 1&2
   Owner's Representative: John Sisley (Retired Project Engineer)
   Owner's Contact; Name: USACE-Sac. District Phone: 209-607-7127
   Position Held by Individual: Long Reach Operator
   Project Start/End Dates: April, 2000 - December, 2000
   Construction Activity Description: Construction of 3,100,000 SF soil-cement bentonite cutoff wall to a maximum depth of 79ft/

3. Project Name: Feather River Levee Phase 4
   Owner's Representative: Doug Handen
Owner’s Contact; Name:  Three Rivers Levee Improv.  Phone:  916-425-4662
Position Held by Individual:  Long Reach Operator
Project Start/End Dates:  June, 2008 - October, 2008
Construction Activity Description:  Construction of 1,200,000 SF soil-bentonite
cutoff wall to a maximum depth of 85ft.

4. Project Name:
Owner’s Representative:
Owner’s Contact; Name:  Phone:
Position Held by Individual:
Project Start/End Dates:
Construction Activity Description:
Section 5 - Contractor's General References. Identify a minimum of three (3) general references including contact names and phone numbers of each reference. References should not be suppliers and should not be subcontractors identified in Attachment A or Attachment B or any other member of the Bidder's team.

A. Name: Mr. John Bassett  
Agency/Organization: SAFCA  
Relationship to Bidder: Owner's representative - Natomas projects  
Address: 1007 7th Street, 7th Floor, Sacramento, CA 95814  
Phone Number: 916-704-8731

B. Name: Mr. Doug Handen  
Agency/Organization: TRLIA  
Relationship to Bidder: Owner's representative - TRILIA projects  
Address: 3250 Monier Circle, Suite D, Rancho Cordova, CA 95742  
Phone Number: 916-425-4662

C. Name: Mr. Blake Johnson  
Agency/Organization: HDR  
Relationship to Bidder: Engineer/Designer - SAFCA Sacramento River project  
Address: 2365 Iron Point Road, Suite 300, Folsom, CA 95630  
Phone Number: 916-817-4879

D. Name: Mr. Jonathon Kors  
Agency/Organization: Wood Rodgers  
Relationship to Bidder: Engineer - Cross Canal Project  
Address: 3301 C Street, Building 100-B, Sacramento, CA 95816  
Phone Number: 916-326-5294

E. Name: Mr. Andy Lojo  
Agency/Organization: AMEC  
Relationship to Bidder: Owner's representative - Eureka project  
Address: 3101 Webster Street, 12th Floor, Oakland, CA 94612  
Phone Number: 510-663-4153
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA

AGREEMENT

TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

CONTRACT NO. PH4 2010-01

THIS AGREEMENT, made and concluded this __________ day of __________, 20__,
between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), Party of the first part
and ___________________________ (the "Contractor"), party of the second part.

ARTICLE I.-- WITNESSETH, that for and in consideration of the payment and agreements hereinafter
mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in
the bond, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees
with the said party of the first part at his own proper cost and expense, to do all the work and furnish all the
materials, except such as are mentioned in the specifications to be furnished by said party of the first part,
necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of
TRLIA, its construction management consultants, and the inspectors of the United States Army Corps of
Engineers and the California Department of Water Resources, in accordance with the Contract Documents as
listed in the "Notice to Contractors" and the provisions detailed in this document, "Labor Surcharge and
Equipment Rental Rates," that are in effect when the work is accomplished and the current General Prevailing
Wage Rates, of the State of California Department of Industrial Relations.

The work to be done is described in detail in the Contract Documents as listed in the “Notice to Contractors,”
copies of which have been made available to the bidder.

TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

CONTRACT NO. PH4 2010-01

Said project Special Provisions are hereby made a part of this CONTRACT NO. PH4 2010-01

ARTICLE II.-- The said party of the first part hereby promises and agrees with said contractor to employ, and
does hereby employ, the said Contractor to provide the all labor, materials, services, transportation, appliances
and mechanical workmanship required for this contract and to do the work according to the terms and conditions
herein contained and referred to the prices hereinafter set forth, and hereby contracts to pay the same at the time,
in the manner and upon the conditions herein set forth; and said parties for themselves, do hereby agree to the
full performance of the covenants herein contained.
ARTICLE III.— The State general prevailing wages are hereby specifically referred to and by this reference are made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or Proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

ARTICLE IV.— By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract.

ARTICLE V.— The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE VI — The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the specifications.

ARTICLE VII — The Contractor shall defend, indemnify, and save harmless COUNTY OF YUBA and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section G6-03 of these Specifications.

ARTICLE VIII — This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of COUNTY OF YUBA in the same manner as if such parties had been expressly named herein.

All times stated herein or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

ARTICLE IX — In addition to its rights under Articles G5-17 and G5-18 of the General Specifications, TRLIA shall have the right to terminate this agreement without cause. In the event of such termination and in accordance with Articles G5-20 and G5-21 of the General Specifications, the Contractor shall be entitled to payment for all work done up to the time of termination.

ARTICLE X.— And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for the loss or damage, arising out of the nature of the work aforesaid, or for the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the county, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the engineer under them to wit:
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

BY

Chairman of the TRLIA Board of Directors

DATE

ATTEST:

Clerk of the TRLIA Board of Directors

CONTRACTOR:

License Number

(Seal) Date

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.

Audree P. Cloud
General Counsel, TRLIA

DATE 3-10-11
PERFORMANCE BOND

TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

CONTRACT NO. PH4 2010-01

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Three Rivers Levee Improvement Authority has awarded to
designated as the "Contractor," a contract for the following work within Yuba County:

TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

AND WHEREAS, the Contractor is required to furnish a Bond in connection with said contract guarantying
faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly
bound unto the Three Rivers Levee Improvement Authority in the sum of

($______________) (which amount is not less than one hundred percent (100%) of the Contract prices) for
the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in
all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements
in the foregoing contract, including the provisions therein for liquidated damages, and any alteration thereof
made as therein provided, on his or their part to be kept and performed, at the time and in the manner therein
specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless
the said Three Rivers Levee Improvement Authority, its officers and agents, as therein stipulated, then this
obligation shall become and be null and void, otherwise, it shall be and remain in full force and virtue.

No prepayment, or delay in payment, and no change, extension, addition or alteration of any provisions of said
contract or in the specifications agreed to between the Contractor and the said County of Yuba, and no
forbearance on the part of the said Three Rivers Levee Improvement Authority, shall operate to relieve any
surety from liability on this Bond, and consent to make such alterations without further notice to or consent by
any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the California
Civil Code.
IN WITNESS WHEREOF, we hereunto set our hands and seals on this ____________ day of ____________, 20__.  

SURETY

________________________________________

By ____________________________________

                      Attorney in Fact

CONTRACTOR

________________________________________

by ____________________________________

Title __________________________________

NOTE: Signature of those executing for the Surety must be properly acknowledged.
LABOR AND MATERIAL PAYMENT BOND

CONTRACT NO. PH4 2010-01

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Three Rivers Levee Improvement Authority has awarded to designated as the "Contractor," a contract for performing the following work in Yuba County:

TRLIA PHASE 4
YUBA RIVER SOUTH LEVEE
UPPER YUBA LEVEE IMPROVEMENT PROJECT
PLM 2.2 to 6.1/ STA 102+00 TO 303+59

CONTRACT NO. PH4 2010-01

AND WHEREAS, said Contractor is required by the provisions of Sections 3247 through 3252 of the California Civil Code to furnish a Bond in connection with said Contract, as hereinafter set forth;

NOW, THEREFORE, as the undersigned Contractor and Surety are held firmly bound unto the Three Rivers Levee Improvement Authority in the sum of $_________ (which amount is not less than one hundred percent (100%) of the Contract price) dollars for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITIONS this obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors of assigns, or subcontractors shall fail to pay for any materials, provision, provender or other supplies or teams, implements or machinery, used in, upon for, about the performance of work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor and required by the provisions of Section 3247-3252 of the California Civil Code, and provided that the claimant shall have complied with provisions of said Code; the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this Bond said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of California Civil Code, so as to give right of action to them or their assigns in any suit brought upon this Bond.

No prepayment, or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or in the Specifications agreed to between the Contractor and the said Three Rivers Levee Improvement Authority, and no forbearance on the part of the said County of Yuba, shall operate to relieve and Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such Surety is hereby given, and said Surety hereby waives the provisions of Section 2819 of the California Civil Code.
CONTRACTOR

__________________________

__________________________

BY _______________________

TITLE _______________________

SURETY

__________________________

BY _______________________

NOTE: Signatures of those executing for the Surety must be properly acknowledged.
March 15, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
        Scott Shapiro, General Counsel
        Doug Handen, Construction Manager
SUBJECT: Platter Property- Termination of Agreement

Recommended Action:

Authorize the Executive Director to enter into an agreement with Robin and Tom Platter and JTS Communities, Inc. to terminate the current Agreement Granting to TRLIA a Right to Enter and Remove Soil from the “Platter Property.”

Discussion:

On April 17, 2008 TRLIA, entered into an Agreement Granting to TRLIA a Right to Enter and Remove Soil (“Agreement”) with Robin and Tom Platter and with JTS Communities for the use of ~278 acres as a borrow source. The terms of the Agreement provide that it expires on August 1, 2011. JTS was part of the Agreement because it holds an option to purchase the property from the Platters.

The property was used as a borrow source, a construction staging area and office site to construct the Feather Setback Levee project. In 2008 and 2009, material from the Platter site was removed and placed in the Feather Setback levee. In 2009 and 2010, material from the original Feather River Levee was hauled to the Platter property and compacted and graded pursuant to the terms of the Agreement.

In October of 2010, final restoration grading was completed, including removal of the construction yard, and the Platters signed an acknowledgment that the property had been restored to their satisfaction.

TRLIA is now ready to return the borrow site to the Platters and has no further use for the property. The Platters have agreed to take the property back for their use commencing April 1, 2011. The Platters have agreed that TRLIA will have no further responsibility for property maintenance once the Agreement is terminated. Specifically, TRLIA will not be required to perform weed abatement this spring at a cost ranging from $5,000 to $10,000.

• SMARA:

TRLIA obtained a permit from the State Mining and Geology Board (SMGB) as part of the State Mining and Reclamation Act (SMARA). The permit included both the Ella and Platter Borrow
sites. The permit required a Reclamation Plan for each site, including a requirement for the posting of financial assurance that TRLIA would complete the work.

TRLIA has already provided written documentation to the SMGB stating that the Platter site has been restored to agricultural purposes meeting or exceeding the pre-project conditions. While not required, returning the property for the Platters’ use will further demonstrate reclamation.

The SMGB has expressed satisfaction with TRLIA’s restoration work and is currently working on the release of the financial assurance and termination of the permit.

Fiscal Impact:

The early termination of the Agreement will save TRLIA weed abatement and other maintenance and management costs.

Attachment:
Termination Agreement
TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is made and entered into this ___ day of
________, 2011, by and between E. PLATTER AND SONS, INC. (“Owner”), JTS
COMMUNITIES, INC. (“Option Holder”), and THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY (“Authority”) (collectively, the “Parties”).

Recitals

WHEREAS, on April 17, 2008, the Parties entered into an Agreement Granting to Three
Rivers Levee Improvement Authority a Right to Enter and Remove Soil (“Agreement”) for the
purpose of authorizing excavation by the Authority of borrow material from Owner’s property to
construct a new Feather River Levee; and

WHEREAS, Owner and Option Holder previously executed an “Option Agreement”
dated August 1, 2003 whereby Owner granted to Option Holder certain rights to acquire Owner’s
property, and the Agreement modified the rights and obligations of Owner and Option Holder
under that Option Agreement; and

WHEREAS, pursuant to the Agreement, the Authority excavated borrow material from
Owner’s property, replaced same with soils in compliance with the specific terms of the
Agreement, and compensated Owner for use of Owner’s property; and

WHEREAS, in October of 2010, the Authority completed final restoration grading on
Owner’s property and Owner and/or its representatives signed an acknowledgment that the
property had been restored to its/their satisfaction; and

WHEREAS, Section 2 of the Agreement provides for a termination date of August 1,
2011; and

WHEREAS, because the Authority has no further interest in Owner’s property, the
Parties wish to terminate the Agreement prior to the termination date specified in Section 2.
NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. The Authority, Owner and Option Holder hereby terminate the Agreement.

2. Owner acknowledges that the Authority has fully satisfied its obligations under the Agreement.

3. The Parties agree that Section 4 of the Agreement ("Future Uses of the Property by Owner and Option Holder; Interplay with Rights and Obligations Under the Option Agreement") shall survive termination of the Agreement under this Termination Agreement.

4. This Termination Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement on the day first above written.

OWNER:

E. PLATTER AND SONS, INC.

By: ___________________________ Date: ___________________________
   Thomas Platter

Title: ___________________________

By: ___________________________ Date: ___________________________
   Roberta Platter

Title: ___________________________

OPTION HOLDER:

JTS COMMUNITIES, INC.

By: ___________________________ Date: ___________________________
   ___________________________
Print Name: ___________________________

Title: ___________________________
AUTHORITY:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

By: ___________________________ Date: ___________________________
    Paul Brunner
    Executive Director

APPROVAL AS TO FORM:

By: ___________________________ Date: 3-10-11
    Scott Shapiro
    General Counsel
March 15, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Mike Churchill and Andrea Clark, TRLIA Counsel
SUBJECT: Nieschulz Trust Assignment of Agricultural Lease

Recommended Action:

Grant consent to the Nieschulz trust to assign its obligations under the existing lease agreement between the trust and TRLIA to two of the beneficiaries of the trust, and authorize Executive Director to execute assignment agreement, pending approval from the State and further necessary negotiations by counsel, in substantially similar form to the proposed assignment agreement (attached).

Discussion:

On September 20, 2010, TRLIA entered into an Agricultural Lease with the Nieschulz trust, under which TRLIA agreed to lease property in the Feather River setback area to the tenant for agricultural use. The lease terminates on December 31, 2011.

Counsel for the trust recently contacted TRLIA counsel to inform TRLIA that the trust is now dissolving and wishes to assign its rights and obligations under the lease to two of the beneficiaries of the lease. The lease terms allow for assignment, but only with TRLIA’s consent.

The Department of Water Resources, as the future owner of the property, will need to approve this assignment. TRLIA staff does not anticipate any difficulty in obtaining approval from the State.

Fiscal Impact:

There will be no fiscal impact.

Attachment:
Proposed Assignment Agreement
ASSIGNMENT OF AGRICULTURAL LEASE

This Assignment is made effective this ___ day of March, 2011 by and between the Susanna M. Nieschulz 1998 Revocable Trust dated May 28, 1998 as amended and restated May 15, 2009 (hereinafter called “Assignor”), and [FULL NAME OF ASSIGNEE] (hereinafter called the “Assignee”).

WHEREAS, the Assignor on September 20, 2010 entered into a Lease Agreement with Three Rivers Levee Improvement Authority (hereinafter called “Landlord”), for the lease of real property in the County of Yuba (hereinafter called the “Lease Agreement”), State of California, consisting of 35.07 acres, more or less, of Assessor’s Parcel Number 016-010-016 and more particularly described on Exhibit A of the Lease Agreement; and

WHEREAS, the Lease Agreement is, by its terms, assignable with the prior consent of Landlord, and the Assignee desires to acquire the rights thereto and is willing to assume all of the obligations of the Assignor under the aforementioned Lease Agreement as herein provided.

NOW, THEREFORE, in consideration of the foregoing premises and mutual obligations hereinafter set forth, which are hereby acknowledged to be good and valuable, it is agreed as follows:

1. The Assignor hereby assigns to the Assignee as of March __, 2011, Assignor’s right, title and interest in and to the Lease Agreement. This Assignment shall not release Assignor from its obligations under the Lease Agreement.

2. Subject to the execution by Landlord of the Consent to Assignment, which is attached hereto and made a part hereof, the Assignee hereby assumes and covenants to perform the obligations of the Assignor under the terms and conditions of Lease Agreement, including, but not limited to, the payment obligations thereunder.
IN WITNESS WHEREOF, the parties hereto have set their hand and seals effective as of the date hereinabove mentioned.

ASSIGNOR:


BY: ____________________________

PRINT NAME: ____________________

TITLE: __________________________

ASSIGNEE:

[Insert Name(s)]

BY: ____________________________

PRINT NAME: ____________________

TITLE: __________________________

CONSENT TO ASSIGNMENT

Three Rivers Levee Improvement Authority, the Landlord in the aforementioned Lease Assignment and Lease Agreement hereby consents to the assignment of Assignor’s right, title and interest in the Lease Agreement to Assignee and hereby agrees to all of the terms hereof. This consent shall not constitute a release of the Assignor from any liability under the Lease Agreement.

LANDLORD:

Three Rivers Levee Improvement Authority

BY: ____________________________

Paul Brunner
Executive Director

DATED: __________________________

APPROVAL AS TO FORM:

By: Andrea P. Clark, TRLIA General Counsel

Date: 3-10-11
March 15, 2011

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director
        Scott Shapiro, General Counsel
        Doug Handen, Construction Manager

SUBJECT: Approve Attached Resolution by the Board of Directors of Three Rivers Levee Improvement Authority Authorizing Proposal to Obtain Funding for the Feather Floodway Corridor

**Recommended Action**
Approve Attached Resolution by the Board of Directors of Three Rivers Levee Improvement Authority Authorizing Proposal to Obtain Funding for the Feather Floodway Corridor and authorize Chair to sign.

**Background**
TRLIA as part of the Feather River Levee Repair Program (FRLRP) has performed habitat mitigation work in the Feather River Setback area, which is part of the Feather River Floodway. As part of the Feather River Setback levee project, TRLIA acquired approximately 1600 acres for the State to create an expanded floodway from Shanghai Bend to Star Bend. This expanded floodway is currently owned and maintained by TRLIA. As part of the Feather River Levee EIP funding agreement TRLIA will transfer the 1600 acres to the State (time estimated to be 1 to 2 years). The State currently cost shares in the operation and maintenance of the 1600 acres.

The 1600 acres is currently broken into several land management areas (see attached map). Approximately one-third of the acreage has existing orchards which are owned by TRLIA and leased back to local residents. Less than 100 acres are environmental mitigation areas that will require long term oversight and care. The rest of the acreage is currently bare land or riparian habitat, which if left to itself will vegetate with potentially unwanted plant species.

The Department of Water Resources (DWR) formed the Lower Feather River Floodway Corridor Management committee to develop a land management plan for the Feather River Floodway corridor, in part to allow floodway maintenance to occur with limited restrictions in areas that contain threatened or endangered species.

TRLIA is a partner in this committee with the goal of helping to develop an acceptable approach to floodway maintenance for all parties, including the Central Valley Flood Protection Board, local maintenance districts, counties, and other interested stakeholder groups.
TRLIA wishes to seek funding for its Feather Floodway Corridor efforts through DWR’s California Department of Water Resources Flood Corridor Early Implementation Program.

**Discussion**

Provided below is breakout of two main discussion items. The first area described is the draft project proposal that is still being developed. The second area is a description of the key State funding requirements and the anticipated approach that the application will deal with them.

- **1st Discussion Area – Anticipated Project Description:**

  - **General:** It is anticipated that the proposed project will blend ongoing agricultural activities, newly created environmental mitigation areas, and proposed restoration and recreational areas to achieve all the goals of the Lower Feather River Floodway Corridor Management committee.

  - **Restoration:** The acreage that is currently bare land or riparian habitat, which if left to itself will vegetate with potentially unwanted plant species, will be transformed into a viable low maintenance floodway corridor that provides major benefits to wildlife and the general public. The Attached graphics show the planned Restoration Areas and conceptual plantings.

  - **Recreation:** Recreation activities are proposed in the plan. These activities included: bike, hiking, and horse trails in the Feather Setback area and linkage to the Bear River Setback area. Access to the Feather River is proposed for fishing and canoe/kayak dock. See attached graphic for conceptual plan.

  - **Agriculture:** The existing Agricultural orchards are proposed to remain in place and be farmed by local residents, until the lifespan of the orchard is achieved. Continued farming of an orchard past its life, will be made on a case by case basis.

  - **Project Management:** Management of the Project will be performed by TRLIA. River Partners, RD784, Yuba County, DWR, and DFG will be listed as part of the project team. River Partners will be listed in the application as the Restoration Contractor should a Grant be approved.

  - **Long Term Project Management:** Long term project oversight once the project has been constructed will need to be worked out amongst project stakeholders (DWR, DFG, CVFPB, RD784, Yuba County, YCWA, and TRLIA).

  - **Cost:** The proposed project will be submitted as phases that could be funded all at once or separately. Total proposal is anticipated to exceed $5,000,000.

  - **Schedule:** Schedule is dependent upon funding. CEQA and permitting is anticipated require a year with completion of the project to extend over several years.
**Key State Funding Items:**

- **General:** These Guidelines address funding allocations through the Flood Protection Corridor Program (FPCP) and the Floodway Corridor Program (FCP), together called the Flood Corridor Program (Program). The mission of the Program is to fund primarily nonstructural flood management solutions through both direct expenditures and grants to local public agencies and nonprofit organizations. Funding under this Program is intended to be used for acquisition, restoration, enhancement and protection of real property while preserving sustainable agriculture and conserving and enhancing wildlife habitat in and near flood corridors throughout the State. Proposition 84 and Proposition 1E are the funding sources for this Program. Individual projects may be funded from more than one funding source.

The Department, in its implementation of the Program originally established by voter approved Proposition 13, seeks to avoid future flood damage and correct existing problems by restoring natural fluvial and related biological processes in flood corridors by acquiring, through easement or fee title, rights to real property that is subject to periodic damaging flood flows. These projects and activities may be undertaken by the California Department of Water Resources (Department) directly or through grants to local public agencies or nonprofit organizations. The Program is statewide in scope, although a portion of the Proposition 1E funding is designated in the Governor’s budget only for use within the Sacramento-San Joaquin Valley to reduce flood risk for areas protected by State Plan of Flood Control facilities. For a proposed project to be eligible for the portion of the Proposition 1E funding designated for use in areas protected by the State Plan of Flood Control, at least 90 percent of the expected benefits from the proposed project must occur within a Levee Flood Protection Zone.

Response: The proposed project complements the existing DWR Feather River EIP Levee Improvement Project and directly supports the goals and efforts of the DWR Lower Feather River Floodway Corridor Management committee, which was formed to develop a land management plan for the Feather River Floodway corridor, in part to allow floodway maintenance to occur with limited restrictions in areas that contain threatened or endangered species.

- **Non Competitive Submissions:** In addition to soliciting competitive grants, the Department may use a portion of Program funds for Direct Expenditures or Directed Activities that fulfill the intent of the funding source used. Direct expenditure projects are proposed by the Department either in response to a solicitation from a stakeholder, another government entity, or on its own initiative. The Department will apply these guidelines, as it deems applicable and appropriate, to such projects. Direct expenditure projects must address an interest of the State, may be proposed and approved at any time, but must be evaluated by the same criteria as competitive grants and receive at least 50 percent of the available points in each of the following three categories: Flood Protection Benefits, Wildlife and Agricultural Land Conservation Benefits, and Quality of Proposal and Additional Benefits. The Department will also use guidance from Propositions 1E and 84. The Department may transfer program funds to other State agencies to implement qualifying projects pursuant to an interagency
agreement, or may contract with contractors, local government agencies, nonprofit organizations, and federal agencies in funding and implementing direct expenditure projects. The approval process for direct expenditure projects is the same as for competitive grants.

Response: This application for funding is a non-competitive submission. DWR is aware of the proposed submission and has indicated the submission will be received and considered.

- **Grant Limits:** The Management Review Team will generally apply a maximum funding limit of $5,000,000 per project in its recommendations to the Director, but may recommend funding above this limit.

  Response: The proposed project will be submitted as phases that could be funded all at once or separately. Total proposal is anticipated to exceed $5,000,000.

- **Cost Share:** Projects must include evidence of non-federal and non-state funding equal to at least 10 percent of the amount of the requested grant funds. If the project benefits a disadvantaged community the minimum local share is 5 percent. If the project benefits a severely disadvantaged community no local share is required. These communities must realize at least 51 percent of the project benefits in order to qualify for the reduced local share.

  Response: Initial financial analysis indicates the proposed project will qualify as a disadvantaged community, which will require a 5% local cost share. Potentially, the community may qualify as a severely disadvantaged community, which will require no local cost share. TRLIA will be able to cover the 5% local cost share from levee funding received from local funding sources including land owners paying levee fees that were previously advanced for such work.

- **Cash Flow:** Although grant funds will be disbursed as provided in the agreement to reimburse costs incurred by the grantee or to make payments directly into escrow, certain costs will not be reimbursed or paid until the following conditions are met:
  - For project activities that could affect the environment, the grantee complies with all applicable requirements of CEQA and other environmental laws; and
  - For project activities requiring permits, the necessary permits are obtained.

  Response: It is anticipated that TRLIA’s designated levee funds will have sufficient working capital available to cover the entire cost of work until the necessary CEQA and permits completed.

- **Non Restoration Expenses:** The proposed project is primarily non-structural in nature as evidenced by the project budget allocating less than 20 percent of the Program grant funds to structural actions. Structural elements necessary or appropriate to ensure project objectives are generally fundable only up to 20 percent of Program grant funds. Recreational project elements also may not exceed 20 percent of the portion of the budget funded from Program grant funds.
Response: Recreational components of the proposed project are considered by the State as non structural. These costs are less than 20% of the proposed project cost.

- **Long Term Maintenance:** A statement about the source of funds for the project maintenance. The applicant may use Program funds to establish an endowment in the amount of not more than 20 percent of the amount of money paid for the acquisition or for the improvements, including wildlife habitat restoration. If the applicant is calculating the endowment cap based on improvements made as part of the proposed project, such improvements used in calculating the endowment cap must be on property previously owned or acquired at substantially below fair market value. Otherwise, the endowment cap must be based on the acquisition costs. If an endowment fund is established for maintenance, the statement shall include information about the expected sufficiency of the endowment fund proceeds and the need for and sources of additional funding. Interest from the endowment shall be used only to maintain the lands including improvements that are acquired or improved using funds provided pursuant to these guidelines.

Response: TRLIA proposes to link the long term of the Bear River Setback Area with the Feather River Setback Area and combine the following funds to establish the long term care source of funds. To do this will require the approval of State and Federal Regulatory Agencies.

1. Feather River Setback Levee Wetlands Mitigation Escrow Funds (Already established).
2. Bear River Setback Levee Restoration/Mitigation Escrow Funds (Already established).
3. 20% of the proposed project cost as allowed by this funding agreement.

- **CEQA:** The applicant must demonstrate compliance with all applicable requirements of CEQA and other applicable regulatory laws, and submit copies of any environmental documents (including, but not limited to, any CEQA/NEPA drafts or final initial study checklists, any environmental impact report(s), environmental impact statement(s), environmental assessment(s), negative declaration(s), CEQA findings, Project approvals and permits and mitigation and monitoring plan(s), as appropriate, and all other state and federal environmental requirements (including but not limited to, requirements under the federal Clean Water Act, the federal Endangered Species Act and the California Fish and Game Code) and submit copies of the appropriate environmental permits, authorizations and agreements. If a CEQA document has been completed, the applicant shall provide a written statement certifying that no legal challenges have been made within the specified statute of limitations for the Notice of Determination or Notice of Exemption. Once CEQA documentation has been completed, the Department will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations, or other mitigation.

Response: Existing permits and CEQA documentation will be utilized to the fullest extent. CEQA documentation will need to be amended to discuss recreational components of the work. It is anticipated that a CVFPB encroachment permit will be required for the project.
**Fiscal Impact:**
Initial financial analysis indicates the proposed project will qualify as a disadvantaged community, which will require a 5% local cost share. Potentially, the community may qualify as a severely disadvantaged community, which will require no local cost share. TRLIA will be able to cover the 5% local cost share and initial cash flow until receipt of State reimbursements from local funding sources including land owners paying levee fees that were previously advanced for such work.

Attachments:

- Current Feather River Setback Area Land Uses
- Conceptual Restoration Graphic
- Conceptual Recreation Graphic
- Proposed Resolution
RESOLUTION NO. 2011-__

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AUTHORIZING
PROPOSAL TO OBTAIN FUNDING FOR FEATHER FLOODWAY CORRIDOR

WHEREAS, the Three Rivers Levee Improvement Authority (the "Authority"), a joint exercise of powers authority of which the County of Yuba (the "County") and Reclamation District 784 ("RD 784") are the members, has implemented the Feather River Levee Repair Project (FRLRP) as part of a more comprehensive program to repair and improve the Feather River and Yuba River levees within RD 784; and

WHEREAS, as part of the FRLRP, TRLIA has performed habitat mitigation work in the Feather River Setback area, which is part of the Feather River Floodway; and

WHEREAS, the Department of Water Resources (DWR) formed the Lower Feather River Floodway Corridor Management committee to develop a land management plan for the Feather River Floodway corridor, in part to allow floodway maintenance to occur with limited restrictions in areas that contain threatened or endangered species; and

WHEREAS, TRLIA is a partner in this committee with the goal of helping to develop an acceptable approach to floodway maintenance for all parties, including the Central Valley Flood Protection Board, local maintenance districts, counties, and other interested stakeholder groups; and

WHEREAS, TRLIA wishes to seek funding for its Feather Floodway Corridor efforts through DWR’s Early Implementation Program.

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

1. Pursuant to and subject to all of the terms and provisions of California Public Resources Code Section 5096.21 and/or 75030 this proposal by this Joint Powers Authority be made to the California Department of Water Resources to obtain funding for Feather Floodway Corridor. If funding is awarded, the Board of Directors intends to accept it.

2. The Executive Director of the Board of Directors of Three Rivers Levee Improvement Authority is hereby authorized and directed to prepare the necessary data, make investigations, sign certifications required as part of the proposal, and sign and file such proposal with the California Department of Water Resources.

* * * * *

PASSED AND ADOPTED this 15th day of March, 2011, by the Board of Three Rivers Levee Improvement Authority by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson

ATTEST: DONNA STOTTERMeyer,
CLERK OF THE BOARD

APPROVED AS TO FORM: GENERAL COUNSEL

[Signature]