THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Yuba County Government Center, Board Chambers
915 Eighth Street, Suite 109A
Marysville, California
AMENDED AGENDA
APRIL 19, 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(a) regarding:

i. TRLIA vs. Mann (Yuba County Superior Court Case No. YCSCCVED 07-000438 )
ii. TRLIA vs. Bains (Yuba County Superior Court Case No. YCSCCVED 10-000977)

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 April 5, 2011.

V ACTION ITEMS

A Award contract to T.A. Luker Engineering, responsible low bid, in the amount of $91,450 for pump, tank, and associated facilities for Casa Mia Mobile Park and authorize the Executive Director to execute same.

VI BOARD AND STAFF MEMBERS’ REPORTS

A Report on past change orders for Phase 4 Feather River Set Back Levee Project
B Other 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.

Posted 4/15/11 @ 11:00 a.m./ds
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Yuba County Government Center, Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

APRIL 19, 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(a) regarding:
   i. TRLIA vs. Mann (Yuba County Superior Court Case No. YCSCCVED 07-0000438 )
   ii. TRLIA vs. Bains (Yuba County Superior Court Case No. YCSCCVED 10-0000977)

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 April 5, 2011.
   B. Receive report on past change orders for Phase 4 Feather River Set Back Levee Project below $210,000 and above $25,000 approved by the Executive Director.

V  ACTION ITEMS

   A. Award contract to T.A. Luker Engineering, responsible low bid, in the amount of $91,450 for pump, tank, and associated facilities for Casa Mia Mobile Park and authorize the Executive Director to execute same.

VI BOARD AND STAFF MEMBERS’ REPORTS

VII ADJOURN

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THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

APRIL 5, 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 3:31 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, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemyer. Chair Griego presided.

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

II  PUBLIC COMMUNICATIONS: No one came forward.

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

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

A. Approve minutes of the regular and special meetings of March 15 and 25, 2011. Approved as written.

B. Adopt resolution approving application for grant funds from the Flood Corridor Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 and the Disaster Preparedness and Flood Prevention Bond Act of 2006.


IV  ACTION ITEMS

A. Approve reissuance of construction documents for re-bid on the Upper Yuba Levee Repair Project, Simpson Lane to Yuba Goldfields.

Executive Director Paul Brunner recapped the need for re-bid due to not receiving the 104 Section Credit and responded to Board inquiries.
MOTION: Move to approve  MOVEO: Jerry Crippen  SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None  ABSTAIN: None  ABSENT: None

B. Adopt resolution authorizing Executive Director to approve Change Orders for construction work on awarded projects, up to the statutory maximum of $210,000, as long as budgeted funds are available.

Counsel Scott Shapiro recapped the purpose of the resolution and responded to Board inquiries.

MOTION: Move to adopt resolution and directed the Executive Director to provide a report on all previously approved change orders between $25,000 and $210,000 and provide a monthly report thereafter  MOVEO: Don Graham  SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None  ABSTAIN: None  ABSENT: None

Adopted Resolution No. 2011-3 entitled: “A RESOLUTION BY THE BOARD OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY IN REGARD TO CHANGE ORDERS.”

V  BOARD AND STAFF MEMBERS’ REPORTS

Executive Director Paul Brunner:
• Public information meeting on Upper Yuba Levee Improvement Project April 6 in Board Chambers
• Flood Control Tour scheduled May 4 and 5, 2011
• Interview list development for levee project documentary

Director Crippen advised he would recuse himself on future matters regarding Dan Lewis and not disclose any previous closed session discussions.

VI  ADJOURN: 4:12 p.m. by Chair Griego.

________________________________________
Chair

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

________________________________________
Approved:

04/05/11 – TRL1A  PAGE 17
April 19, 2011

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager

SUBJECT: Approve Contract Award to Install Pump and Tank for Casa Mia Water Supply Well Mitigation, Upper Yuba River Levee Improvement Project

**Recommended Action:**
Approve the award of a contract to install a pump, tank, and associated facilities to Taluker Engineering and delegate to the Executive Director the authority to sign and execute the contract. The value of this contract shall be $91,450.

**Background:**
Construction of the UYLIP by TRLIA has the potential to impact shallow wells that are in close proximity to the proposed cutoff wall. This impact was identified in both the CEQA and NEPA documents for the project. TRLIA identified one well located in the Casa Mia Mobile Home Park that has the largest potential for impact from construction of the cutoff wall. This well is located only 30 feet from the alignment of the proposed cutoff wall and is less than 100 feet deep. This well serves approximately 400 residents in the Mobile Home Park. Because of the potential impact to such a large number of residents, TRLIA staff proposed to proactively construct a new, deeper supply well prior to construction of the cutoff wall to augment the existing primary and back-up wells at the mobile home park.

At the July 20, 2010 TRLIA Board meeting the Executive Director was authorized to release an RFP for the drilling of a water supply well and an RFP for installation of a pump and connection of the well to an existing water supply system. The drilling of the water supply well RFP was issued last year and two bids were received; both below $50,000. Since the bid was from a qualified contractor and was within the Executive Director's approval authority, a contract was awarded for drilling the well to Roadrunner drilling. Drilling was completed in September 2010. The Roadrunner drilling contract was for $46,844.

**Discussion:**
Bids have been received from the second RFP for installation of a pump and connection of the well to an existing water supply system. Bids were received from three responsible bidders and range as high as $118,111. The lowest responsible bid was from Taluker Engineering for $91,450. Taluker Engineering has installed similar facilities before and the bid is considered acceptable by TRLIA staff.
AGREEMENT

This AGREEMENT is dated as of ___________ in the year 20__ by and between:

Three Rivers Levee
Improvement Authority (TRLIA) (hereinafter called OWNER for the
1114 Yuba Street, Suite 218 purposes of this AGREEMENT)
Marysville, CA 95901

and

T. A. Luker Engineering (Hereinafter called CONTRACTOR)
PO Box 2472
Marysville, CA 95901

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follow

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in these Contract Documents. The Work is generally described as follows:

Construction and testing of one well pump station modification having a design capacity of 250 gallons per minute in accordance with the Technical Provisions. The well will serve as a standby domestic water source for the Casa Mia Mobile Home Park at 2019 Hammonton Smartville Rd, Marysville, California.

Article 2. OWNER AND ENGINEER

2.1 For the purposes of construction management, LSCE will serve as the OWNER’s agent in connection with acceptance and completion of the Work.

2.2 The Work has been designed by LSCE who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work.
Article 3. CONTRACT TIME

3.1 The number of days within which, or the date by which, the Phase 1 Work (Well Pump Station to be operational) is to be completed (the Contract Time) shall be within thirty (30) calendar days after the date when the Contract Time commences to run as provided in paragraphs 2.3 and 14.13 of the General Conditions. The number of days within which, or the date by which, the Phase 2 Work (Well Pump Station Hydropneumatic Tank Installation) to be operational is to be completed (the Contract Time) shall be within one-hundred (100) calendar days after the date when the Contract Time commences to run as provided in paragraphs 2.3 and 14.13 of the General Conditions.

3.2 Liquidated Damages. Owner and CONTRACTOR recognize that time is of the essence of the AGREEMENT and that the OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER five hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion until the Work is complete.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: The CONTRACTOR shall be paid in accordance with the unit prices submitted on the BID FORM, attached.

Article 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.2 Prior to Completion progress payments will be in an amount equal to:
90 percent of the Work completed, and 90 percent of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Final Payments. Upon completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the plans and specifications and which have been identified in the Technical Provisions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this AGREEMENT, made a part hereof and consists of the following:

8.1 AGREEMENT (pages II-1 to II-5 inclusive).

8.2 BID FORM (page I-6 through I-12).

8.3 GENERAL CONDITIONS (pages III-1 to III-22, inclusive).

8.4 SUPPLEMENTARY CONDITIONS (pages IV-1 to IV-6, inclusive).

8.5 TECHNICAL PROVISIONS (pages V-1 to V-29, inclusive).

8.6 Plans (Location Map, Site Plan, Well Profile, and Standard Construction Details).

8.7 Any Modification, including Change Orders, duly delivered after execution of AGREEMENT.

There are no Contract Documents other than those listed in Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the GENERAL CONDITIONS).

Article 9. MISCELLANEOUS

9.1. Terms used in this AGREEMENT which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT in triplicate, one counterpart each has been delivered to OWNER/ENGINEER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER/ENGINEER and CONTRACTOR.

This AGREEMENT will be effective on ________, 20__. 
OWNER

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

By: ________________________________
Name: Paul G. Brunner, P.E.
Title: Executive Director
Dated: ________________________________

CONTRACTOR

T. A. LUKER ENGINEERING

By: ________________________________
Name: Terry Lunker
Title: Owner
Dated: ________________________________

Taxpayer's Identification or Social Security Number:

20-372-1341

ATTEST:
DONNA STOTTMEMEYER,
SECRETARY

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

Andrea L. Cluck for Scott Shapiro
BID FORM

PROPOSAL TO
LUHDORFF AND SCALMANINI, CONSULTING ENGINEERS
WOODLAND, CALIFORNIA

FOR
WELL PUMP STATION CONSTRUCTION AND TESTING
CASA MIA MOBILE HOME PARK
MARYSVILLE, CALIFORNIA

Name of Bidder:

TA LUKER ENGINEERING

Business Address:

1260 Reed Road Yuba City, CA. 95991
mailing address: P.O. Box 2422 Marysville, CA. 95901

Phone No.: (530) 242-6065

TO LUHDORFF AND SCALMANINI, CONSULTING ENGINEERS:

Pursuant to and in compliance with your Notice Inviting Bids and the other contract documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the contract, to furnish to Owner all of the transportation, materials, equipment, labor, services, permits, utilities, and all other items necessary to conduct and complete said work, all in strict conformity with the plans and specifications and other contract documents, on file in the office of the Owner for the prices hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the Owner in the form set forth in the contract documents and will accept in full payment thereof the following prices, to wit:

RECEIVED
MAR 21 2011
LUHDORFF & SCALMANINI
WELL PUMP STATION CONSTRUCTION AND TESTING  
CASA MIA MOBILE HOME PARK  
MARYSVILLE, CALIFORNIA

BID FORM  
PAYMENT ITEM SCHEDULE

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<th>Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Total Cost</th>
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<td>Project Records and Submittals</td>
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<td>Submersible Pump Components</td>
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<td>Disinfection of Well, Pump, and Piping (Includes Phase 1 and Phase 2.)</td>
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TOTAL BASE BID PRICE: $91,450.00
As required by Section 4100 et seq. of the California Government Code, the general contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop or office of each:

DIVISION OF WORK LOCATION OF MILL,
OR TRADE NAME OF FIRM OR CONTRACTOR SHOP OR OFFICE

We are not using any subcontractors.

The names of all persons interested in the foregoing proposals as principals are as follows: (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 general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state firm and last names in full).

Terry Alvin Luker - sole owner

Contractor's License No.: 786206

Signature of Bidder: [Signature]

Dated: 7-21-2011

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the Corporate Seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if the bidder is an individual, his signature shall be placed above.
As required by Section 4100 et seq. of the California Government Code, the general contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop or office of each:

DIVISION OF WORK LOCATION OF MILL, OR TRADE NAME OF FIRM OR CONTRACTOR SHOP OR OFFICE

All work will be done by our crew.

The names of all persons interested in the foregoing proposals as principals are as follows: (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 general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state firm and last names in full).

Contractor's License No.:

Signature of Bidder:

Dated:

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the Corporate Seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if the bidder is an individual, his signature shall be placed above.
CONTRACTOR'S QUALIFICATIONS

List four clients for whom you have constructed water well facilities of similar scope:

1. Owner's Name and Address  City of Marysville  
   P.O. Box 150  Marysville, CA 95901  
   Contact Randy Kerzic - 530-741-6686 or 682-0833  
   Brief Project Description  Installed new submersible pumps  
   Date Furnished 2010  

2. Owner's Name and Address  Sierra Gold Nurseries  
   5320 Garden Hwy, Yuba City, CA 95991  
   Contact Roby 530-682-0045  
   Brief Project Description  Installed new elec service w/ backboard  
   Date Furnished 2011  

3. Owner's Name and Address  South Sutter Cold Storage  
   896 Obrian Rd, Yuba City, CA 95993  
   Contact Serb 530-682-9416  
   Brief Project Description  Developed new well & installed a new 60 HP  
   submersible pump  with complete elec/valve for fire protection  
   Date Furnished 2010  

4. Owner's Name and Address  Alice Neene Ranches  
   3629 Bear River Rd, Rio Vista, CA 95674  
   Contact Donald Alice Neene - 530-682-7470  
   Brief Project Description  Install new 50 HP Turbine Pump  
   Date Furnished 2011  

I-9
STATEMENT
OF
EXPERIENCE AND FINANCIAL QUALIFICATIONS

The following statements as to experience and financial qualifications of the bidder are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in water well construction, under the present business name for \[\frac{11}{10}\] years. Experience in work of a nature similar to that covered in the proposal extends over a period of 20 years.

The bidder, as contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name any and all exceptions and reasons therefor).

\[\text{No exceptions}\]
LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

By Bidder's signature below and/or on the Bid Proposal, the undersigned Bidder certifies that, if Bidder is awarded one Project Contract and enters into the Contract as Contractor:

The Contractor is aware of the provisions of Labor Code Section 3700 and following which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the Work of this Contract.

Bidder (print name): Terry Luker Engineering

By: [Signature of Authorized Person] 3-21-2011 (Date)

Terry Luker - Owner (Printed Name & Title)
ADDENDUM NO. 1

TO

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

Casa Mia Mobile Home Park

Well Pump Station Construction and Testing

March 17, 2011

TO ALL PROSPECTIVE BIDDERS:

THIS ADDENDUM TO THE PLANS AND SPECIFICATIONS SHALL BE TAKEN INTO CONSIDERATION IN PREPARATION OF YOUR BID. THIS ADDENDUM SHALL BE ACKNOWLEDGED, STAPLED TO THE BID FORM AND RETURNED WITH THE BID. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID.

LSCE Project No. 08-3-045
Addendum No. 1 shall become part of the contract and all provisions of the contract shall apply thereto.

A. TECHNICAL PROVISIONS, SECTION 01100 PROJECT SUMMARY

1. Part 1, 1.1. Project Description, Phase 1, D:

Add the following to the end of Item D:

"During phase 1, the pressure switch from the existing tank will be used to control the back up pump since pressure switch for the new tank; PSH-61 will not be installed during phase 1. Since only 1 pump will be operational at a time, an interposing relay (CR-100) will be needed to share the pressure control from the existing tank between the main pump and the back up pump as follows:

Mount a 120VAC control relay CR-100 to the DIN rail inside the existing main pump control panel.
Provide 120VAC from Panel P1, circuit #23 to power the coil for CR-100.
Use the pressure switch to activate the coil of this relay, and use two normally open contacts from this relay as follows: (1) for the existing pump circuit, and (1) for the new back up well circuit.

For the existing pump circuit, land the CR-100 contacts in same locations where the pressure switch contacts had been terminated.

For the new back up pump, route conductors between the existing pump control panel and the new back up pump control panel using conduit P20A. Land the conductors from the CR-100 contacts at terminals 103 and 104 in place of pressure switch PSH-61 (see drawing E-2).

(Note: During phase 2 of the project, remove the conductors between CR-100 and the back up pump controls.)"

B. CONSTRUCTION PLANS, DRAWING M-6

1. Add trench detail (Detail E) to DRAWING M-6 (Attached). Detail E shall apply to all underground water piping.
CONCLUDING NOTES:

This Addendum No. 1, pages 1 through 3, and the attached drawing (Drawing M-6), shall become part of the Contract and all provisions of the Contract shall apply thereto.

The date and time for submittal of the Bid is not changed.

Bidders shall acknowledge receipt of all Addenda by formally notifying Luhdorff Scamanini Consulting Engineers [Email ifawcett@LSCE.com or Fax (530-661-6806) is acceptable].

Luhdorff Scamanini Consulting Engineers

[Signature]

John Fawcett, PE

ACKNOWLEDGED:

Contractor: TALUKE ENGINEERING  By: [Signature]

Title: Owner  Date: 3-24-2011

LSCE Project No. 08-3-045
Goulds Pumps

Model 6CHC (Effective June 1, 2006)

Turbine

Curve No. E6206CCPC2
Model 6CHC
RPM 3450
EFFICIENCY CORRECTION
1-STAGE 3.0
2-STAGE 2.0
3-STAGE 0.5
4-STAGE 0.0
Impeller ENCLOSED
N = 2340
K = 2.10 LBS/FT
K(Bal.) = N/A
Bowl O.D. 6.88
Bowl Lateral 90°
Max. PSI 420
Disch size 3.5" 4"

TURBINE OPERATIONS
Lubbock, Texas
BOWL PERFORMANCE CURVE BASED ON PUMPING CLEAR, NON-AERATED WATER. RATED POINT ONLY IS GUARANTEED. CURVES REPRESENT SINGLE STAGE PERFORMANCE BASED ON TEST OF MULTI-STAGE BOWL ASSEMBLY. EFFICIENCY CORRECTION IS REQUIRED FOR LESSER STAGES.

Goulds Pumps and the ITT Engineered Stamps Symbol are registered trademarks and tradenames of ITT Corporation. SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

C6CLC1 June, 2006 © 2006 ITT Corporation
CORPORATE CERTIFICATE

I, ____________________________,
certify that I am the ____________________________ of the corporation named as
CONTRACTOR in the foregoing contract;

that ____________________________

_______, who signed said contract on behalf of CONTRACTOR was then

______________________________ of said corporation; and that said contract was duly

signed for and in behalf of said corporation by authority of its Board of Directors and is within

the scope of its corporate powers.

(Signature)

(Corporate Seal)
CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Description of Contract:

WELL PUMP STATION CONSTRUCTION AND TESTING
CASA MIA MOBILE HOME PARK
MARYSVILLE, CALIFORNIA

Labor Code Section 3700:

Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: April 4, 2011

[Signature]
J.A. LUKER ENGINEERING
(Contractor)

[Signature]
By

[Signature]
OWNER
(Official Title)

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work under this contract.)
CERTIFICATE OF INSURANCE
(Worker's Compensation)

Contract for:

WELL PUMP STATION CONSTRUCTION AND TESTING
CASA MIA MOBILE HOME PARK
MARYSVILLE, CALIFORNIA

THIS IS TO CERTIFY that the below named insurance company has issued the worker's compensation and employer's liability policies listed below to the named insured and they are in force at this time with expiration date(s) as stated below.

The insurance company will give at least 30 days' written notice by registered mail to the Owner prior to any material change or cancellation of said policies. The policies are so endorsed.

It is further certified that the insurance company is authorized to do business and has an agent for service of process in California and has an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Statutory Limits under the Laws of

<table>
<thead>
<tr>
<th>Named Insured (Contractor)</th>
<th>Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Street Number

<table>
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City and State

<table>
<thead>
<tr>
<th>City and State</th>
<th>City and State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date

By

(Company Representative)

See a Hand
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2011

PRODUCER  Clinton Polley Insurance Brokers Inc.
1675 Creekside Dr., Suite 100
Folsom, CA 95630
www.cppib.com
DE77935

INSURER  T.A. Luker Engineering
Terry Luker
P. O. Box 2472
Marysville CA 95901

COVERAGES

CERTIFICATE NUMBER: 9893816

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR TYPE OF INSURANCE ADJ/EXC SUB INSR WGD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
OCCUR

GENL AGGREGATE LIMIT APPLIES PER:
POLICY

AUTO LIABILTY
ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS
HIRED AUTOS

UMBERLIA LIAB
EXCESS LIAB
OCCUR
CLAIMS-MADE

DIED RETENTION S


A WORKERS COMPENSATION
AND EMPLOYER'S LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarx Schedule, if more space is required).

CERTIFICATE HOLDER
Three Rivers Levee Improvement Authority
1114 Yuba Street Room 118
Marysville CA 95901-4838

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ben Polley

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ACORD 25 (2010/05)
CERTIFICATE OF INSURANCE AND ENDORSEMENT  
(Liability)

Contract for:  
WELL PUMP STATION CONSTRUCTION AND TESTING  
CASA MIA MOBILE HOME PARK  
MARYSVILLE, CALIFORNIA

THIS IS TO CERTIFY that the following insurance policies have been issued to the named insured and are in force at this time with expiration date(s) and limits as stated below:

<table>
<thead>
<tr>
<th>Liability Issuing Company and Policy Number</th>
<th>Expiration Date</th>
<th>Limits in Thousands (000) Each Occurrence</th>
<th>Aggregate</th>
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<tbody>
<tr>
<td>A. GENERAL LIABILITY</td>
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<td></td>
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</tr>
<tr>
<td>Bodily Injury</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage Combined</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Personal Injury</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>B. AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (Each Person)</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (Each Occurrence)</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Property Damage Combined</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>C. EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage Combined</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

\[
\textbf{Sincerely,}
\]

\[
\textbf{A. Hoched}
\]

II-9
The following types of coverage are included in said policies (indicate by "X" in space):

A. GENERAL LIABILITY:
Comprehensive Form .................................................Yes No
Premises-Operations ..................................................Yes No
Explosion and Collapse Hazard ......................................Yes No
Underground Hazard ..................................................Yes No
Products/Completed Operations Hazard ............................Yes No
Contractual Insurance ...............................................Yes No
Broad Form Property Damage Including Completed Operations .................................................Yes No
Operations ................................................................Yes No
Independent Contractors ..............................................Yes No
Personal Injury ............................................................Yes No

B. AUTOMOBILE LIABILITY:
Comprehensive Form .................................................Yes No
Owned ........................................................................Yes No
Hired ............................................................................Yes No
Non-Owned ....................................................................Yes No

C. EXCESS LIABILITY:
Umbrella Form ............................................................Yes No
Other Than Umbrella Form .............................................Yes No

It is further certified that the insurance company is authorized to do business and has an agent for service of process in California and has an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best’s Rating.

ENDORSEMENT

The Owner and their consultants, and each of their directors, officers, agents, and employees are included as additional insured under said policies but only while acting in their capacity as such and only as respects operation of the original named insured, his contractors, any subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable in the performance of the above-referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the approximate result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insured.

The Contractual Coverage is sufficiently broad to insure all of the matters set forth in the Section entitled "Indemnification" in the General Conditions of said contract.

The insurance company will give at least 30 days written notice by registered mail to the Owner prior to any material change or cancellation of said policies.
The insurance afforded the additional insured is primary insurance. If the additional insured has other insurance which might be applicable to any loss, the amount of insurance provided for hereunder shall not be reduced or prorated by the existence of such other insurance. Additional insured have no responsibility for premiums.

Named Insured (Contractor)  
Insurance Company

Street Number  
Street Number

City and State  
City and State

Date  
By  
(Company Representative)

See attached
## Certificate of Liability Insurance

**Date:** 03/31/2011

**Producer:**
- Rose Insurance Agency, Inc (License#0553715)
  - Contact: Nicole Dome
  - Phone: (530) 673-8862
  - Fax: (530) 673-1255
  - Email: ndome@roseinsures.com
  - Address: P.O. Box 1420
  - Insurance: T. A. Luker Engineering

**Insured:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limit</th>
<th>Policy Number</th>
<th>Start Date</th>
<th>End Date</th>
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<td>11/14/2011</td>
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<td>Automobile</td>
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<td>05659433-3</td>
<td>03/03/2011</td>
<td>03/03/2012</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td></td>
<td>191091062</td>
<td>04/04/2011</td>
<td>11/14/2011</td>
</tr>
</tbody>
</table>

**Coverages:**

- **General Liability:**
  - Each Occurrence:
    - Damage to Rented Premises: $100,000
    - Medical EXP (Any One Person): $5,000
    - Personal Injury: $1,000,000
    - General Aggregate: $2,000,000
    - Products - Commerical: $2,000,000

- **Automobile Liability:**
  - Combined Single Limit:
    - Bodily Injury (Per Person): $1,000,000
    - Property Damage (Per Accident): $1,000,000

- **Umbrella Liability:**
  - Each Occurrence: $1,000,000
  - Aggregate: $1,000,000

**Certificate Holder:**

Three Rivers Levee Improvement Authority (TRLA)
- 1114 Yuba Street, #218
- Marysville, CA 95901

**Cancellation:**

Should any of the above described policies be cancelled before the expiration dates thereof, notice will be delivered in accordance with the policy provisions.

**Signature:**

ACORD 25 (2009/09) © 1988-2009 ACORD CORPORATION. All rights reserved.
Western Surety Company

PERFORMANCE BOND

Bond Number: 71086954

KNOW ALL PERSONS BY THESE PRESENTS, That we Terry Lueker dba T.A. Lueker Engineering

of P.O. Box 2472, Marysville, CA 95901, hereinafter referred to as the Principal, and Western Surety Company

as Surety, are held and firmly bound unto Three Rivers Levee Improvement Authority

of 111 Yuba Street #218, Marysville, CA 95901, hereinafter referred to as the Obligee, in the sum of Ninety-One Thousand Four Hundred Fifty and 00/100 Dollars ($91,450.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the ___ day of __________, for Cana Mio Well Pump Station Construction.

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal’s failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 1st day of April, 201__

Terry Lueker dba T.A. Lueker Engineering
(Principal)

By ___________________________ (Seal)

Western Surety Company
(Surety)

By ___________________________ (Seal)

HELEN LOUISE DELGADO
Attorney-in-Fact
Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make constitute and appoint HELEN LOUISE DELGADO its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Terry Luker dba T.A. Luker Engineering

Oblii: Three Rivers Levee Improvement Authority

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorney in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such office and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 11, 2011, but until such time shall be irrevocable and in full force and effect.

In WITNESS WHEREOF, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of April, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

On this 1st day of April, 2011, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

D. Krell
Notary Public - South Dakota

My Commission Expires November 30, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereto set my hand and seal of Western Surety Company this 1st day of April, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President
STATE OF CALIFORNIA
COUNTY OF SUTTER

On April 1, 2011, before me, Deborah J. Karneagas, Notary Public, personally appeared Helen Louise Delgado, who proved to me on the basis of satisfactory evidence to be the person whose name(s) are subscribed to the within instrument and acknowledged to me that the within instrument was signed by the person(s) on the instrument 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: Deborah J. Karneagas
(Seal)

Western Surety Company Form 1900-1-2008
THREE RIVERS LEVEE
 IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841  Fax (530) 749-6990

April 19, 2011

Memo To: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
        Doug Handen, Construction Manager
SUBJECT: Informational Item Phase 4 Feather River Set Back Levee Project
Summary of Changes below $210,000 and above $25,000 authorized by the
Executive Director - Contract No. PH4-2007-08-01

At the April 7, 2011 TRLIA Board meeting TRLIA staff was asked to provide a summary of the
approved construction contract changes below $210,000 and above $25,000 that have been
authorized by the Executive Director. Below are the items approved through April 7, 2011.

1. Knock Downs 234 Acres Of Trees
   Summary and Reason for Modification: Additional orchard clearing work on Naumes
   property in the setback area needed to be knocked down to avoid pest control issues and the
   periodic spraying of these orchards. There was no potential lessee for these orchard trees. Work
   was issued in Construction Memo No. 009 and was paid in T&M. Maximum Engineering was
   asked to work overtime and weekends in order to prepare the foundation footprint for slurry wall
   construction and backfill through the former Naumes property (acquired late in the season)
   before winter shutdown. $48,651.34

2. Linda Staging Area Cleanup
   Summary and Reason for Modification: This work was necessary to provide all weather
   access to Teichert to continue construction during the winter months. Segment 3 excess material
   at the Linda County Water District’s property at the end of Myrna Road was hauled and placed
   to provide an all-weather access road from Rich road to the pump station. Cost-sharing between
   TRLIA & Teichert for a winter access road for Pump Station 3 was involved. Work issued in
   Construction Memo No. 010 and paid in T&M. $26,463.30

3. Lost Burl Salvage
   Summary and Reason for Modification: Compensation to Contractor for lost burl salvage.
   Landowners cleared out burls before land had been acquired resulting in a differing site
   condition. While awaiting backup for the pricing, TRLIA offered approximately half of the
   proposed cost to settle immediately for $105,000. Contractor accepted this amount.

4. Grind And Remove Pear Trees - Naumes
   Summary and Reason for Modification: Additional orchard trees on the Naumes property
   required removal and clearing to avoid pest control issues, otherwise spraying of these orchards
   would have been required. There was no potential lessee for these orchard trees. This work was
   issued in Construction Memo No. 017 to chip and remove 429 acres of orchard trees knocked
down under Construction Memos 9, 11 and 16. Costs paid in agreed upon lump sum proposal. $33,783.75

5. Bank Protection for Floodplain Swale
Summary and Reason for Modification: The excavation of the 3:1 swale side slopes of the Floodplain Swale below an elevation of 25 was being performed under standing water. The bank slope, which was predominately a loose sand, was noticed to be eroding/sloughing between an elevation of 25 and the toe of the channel slopes (approximate elevation of 18) due to surging, suction and wave action induced by the excavation process. As a result of the erosion, it was necessary to protect the slopes of the swale. On-site rock from the levee degrade was used to stabilize the side slopes below the water line. The rock was placed to the waterline or top of the eroded bank (whichever was higher) down to the invert of the swale. The work is to be paid under a proposed and agreed upon unit price with TRLIA and GEI Consultants. $ 109,843.80

6. Erosion Control Blanket
Summary and Reason for Modification: Planting of the 3:1 side slopes for the Floodplain Swale was originally scheduled to be performed before the rainy season and was delayed until spring 2010. Due to the modified project schedule, the slopes needed to be covered with a bio-degradable erosion control blanket to prevent erosion during the winter months. This blanket consists of a straw mats held in place by two bio-degradable nets. The work is to be paid under the proposed agreed upon unit prices. $ 56,763.00

7. Remobilization 2010 & Labor Ups 2010

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>2010 Re-mobilization</td>
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<td>LS</td>
<td>$36,000.00</td>
<td>$36,000.00</td>
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<tr>
<td>2010 labor-ups</td>
<td>2</td>
<td>Month</td>
<td>$25,710.00</td>
<td>$51,420.00</td>
</tr>
</tbody>
</table>

Summary and Reason for Modification: The degrade construction work in Schedule D was originally scheduled to be completed in 2009. Due to the cultural site discovered near the South Tie-In, permitting and land acquisition limitations during the project, the degrade completion was delayed until the 2010 construction season. The existing contract did not provide for Contractor expenses for extended overheads, remobilization and labor-ups. As a result, it was necessary to provide the Contractor reimbursement. Extended overheads include security, office trailer, sanitation and quality control costs. Re-mobilization included mobilization of half of the equipment utilized for degrade operations. Labor-ups included the prevailing wage increases for the year 2010. The work was to be paid under the proposed agreed upon unit prices. $ 87,420.00

8. Clear & Grub With Elderberry Relocation
Summary and Reason for Modification: Floodplain swale clearing and grubbing work was modified to protect and remove over 100 elderberry bushes located within the work area. Consequently, a field directive was issued in Construction Memo No. 027 to clear and grub with the assistance of River Partners performing the removal, handling and transplanting of elderberry bushes. Work involved hand-clearing around elderberry bushes and cautious excavation throughout the dense riparian vegetation. This work was not required in the original Contract. The work was paid for on a force account basis. $ 105,549.30
9. Slurry Wall Acceleration
Summary and Reason for Modification: This is compensation for an Envirocon claim that cutoff wall and backfill modifications issued in CM 026 for work from South tie-in to STA 7+00 caused them to incur unavoidable costs for construction of the cutoff wall from STA 7+00 to STA 21+00. The claim was negotiated and settled for $31,500. This work was not required in the original Contract. $31,500.00

10. Culvert At Floodplain Swale
Summary and Reason for Modification: Due to permitting delays, degrade work was postponed from 2009 to 2010. To provide drainage for the setback area during the winter season 2009-10 while also maintaining access to the balance of degrade work for 2010, a 60” culvert was installed at the floodplain swale. Cost was paid in T&M. $41,992.78

11. Build/Maintain Additional Haul Roads
Summary and Reason for Modification: Additional costs were incurred by the Contractor due to decreased production and haul road maintenance due to the impacts from the schedule of the contract scope of work and from weather damage due to being pushed through the 2009-10 winter season. Cost was paid per proposed unit price. $33,600

12. Remove And Dispose Of Geotextile
Summary and Reason for Modification: A large quantity of geotextile fabric not shown on the Contract Drawings was discovered inside the existing Feather River levee during levee degradation. The fabric had to be pulled from the backfill and be disposed of. Work was authorized in RFI No. 83. Cost paid in T&M. $157,425.97

13. Inclinometer Extensions and Backfill
Summary and Reason for Modification: At the South Tie-In, inclinometers were installed across the cutoff wall to monitor movement in the levee. Inclinometer extensions and backfill also included survey and installation of the instruments. The inclinometers were requested by the CVFPB to monitor a weak foundation layer discovered during Segment 1 construction and were not part of the original contract. Cost paid in T&M. $36,263.48

14. Erosion Protection
Summary and Reason for Modification: Due to construction activities continuing into the winter season of 2009-10, damage to levee patrol road needed to be maintained for levee patrol access. This caused costs to increase above the T&M budget included in the contract for erosion protection work. The work was issued in Construction Memo No. 49 and Field Memo No. 71. Cost was paid in T&M. $50,365.96