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. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Steinheimer/Morrison; Terms of Payment; regarding FRLRP Segment 1 for the following properties:
   016-090-008 Valley View Land & Cattle Co.
   016-120-008 Danna Properties
   016-120-005 Danna Properties
   016-060-019 Shoei Food USA, Inc.

B. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Steinheimer/Morrison; Terms of Payment; regarding FRLRP Segment 3 for the following properties:
   013-010-046 J. Smith 013-010-045 Stewart
   013-010-001, 002, 020-360-054 LCWD 020-360-059, 060, 061 Cooper
   020-360-002 Khang 020-330-008 State of California
   020-330-010 Wilbur 020-330-007 RD 784
   020-010-023 H. Smith 020-010-015 Wilbur
   020-020-026 E Street MX, Inc. 020-201-011 Alan Young/Alma Rodriguez
   020-201-009, 010 Arnold Craft 020-201-008, 012 Monty & Debra Hecker
   020-201-005 Quintilia Naranjo 020-201-004 Robert Hamilton
   020-201-003 Currier Family Trust 020-201-002 Ava Joy Clark
   020-201-001 Susan R. LaGrand 020-171-015 Mary Cress
   020-171-014 Currier Family Trust 020-171-013 Maria Mendoza, et al
   020-171-011, 012 Billy J. & Clara J. Bean 020-171-010 Javier Quintero
   020-171-009 Javier Quintero & Ana 020-171-008 Chad Playso
   020-171-007 Jose V. Gomez 020-171-006 Daniel & Virginia Frizzel
   020-171-005 Jesse & Ruth Burns 020-171-004 Evangelina Cabrera
   020-171-003 Mary Lipscomb 020-171-002 Delora & Dewayne Field
   020-171-001 Carol Miller 020-121-019 Jose & Magdalena Vasquez
   020-121-018 James & Nancy Blocker 020-121-017 Daniel A. Charter
   020-121-016 Rosa Del Toro 020-121-015 Johal LLC
   020-121-021 Gienna N. Hromiko 020-121-020 Gracie La Fernandez
   020-121-012 Leopuldo & Luiza Ana Vasquez 020-121-011 Russell & Janine Ensslin
   020-121-010 Kimberly Rene LaValleur 020-121-025 Bazzano Investment Properties
   020-121-008 Louis & Betty Barlage 020-121-028 Michael & Lesley Furtado
   020-121-006 Tracy L. Nelson 020-121-005 Brikemen LLC
   020-121-002 Hilber M & M, LLC
   020-121-003, 004 Sacramento Valley Teen Challenge
   020-121-022, 024, 025 Sacramento Valley Teen Challenge
   020-091-015 W.D. & Juanita Cozine, Jr. 020-091-009 Harold Ervine Coones
C. Pending litigation pursuant to Government Code § 54956.9(a) - Bains YCSCVED 10-0000977
D. Pending litigation pursuant to Government Code § 54956.9(a) - Luis YCSCVED 10-0000903

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 May 10, 2011.

V ACTION ITEMS

A. Approve final contract changes to the agreement with Teichert Construction in the total amount of $4,347,595.50. Waive conflict of interest in Downey Brand’s simultaneous representation of Three Rivers Levee Improvement Authority and Teichert Construction on unrelated matters, and authorize the Executive Director to finalize and execute contract modification upon review and approval of Counsel.

B. Approve Amendment No. 13 to the agreement with Bookman-Edmonston/GEI Consultants in the amount of $668,980 and authorize the Executive Director to execute same.

VI BOARD AND STAFF MEMBERS’ REPORTS

A. Feather Floodway Corridor Grant application and construction
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.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MAY 10, 2011 – SPECIAL MEETING

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Jerry Crippen, Don L. Graham, and John Nicoletti. Directors Rick Brown and Mary Jane Griego were absent. Also present were Executive Director Paul Brunner, Assistant Counsel Scott McElhern, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeier. Chairman Pro Tem Don Graham presided.

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

The secretary asked for a motion to appoint a Chairman Pro Tem due to the absence of the Chair and Vice Chair.

MOTION: Move to appoint Don Graham Chairman Pro Tem
MOVED: John Nicoletti SECOND: Jerry Crippen
AYES: Jerry Crippen, Don Graham, John Nicoletti
NOES: None ABSTAIN: None ABSENT: Rick Brown and Mary Jane Griego

II CLOSED SESSION: The Board retired into closed session at 2:02 p.m. to discuss the following:

A. Potential litigation pursuant to Government Code §54956.9(b) – One Matter

The Board returned from closed session at 2:45 p.m. with all present as indicated above. There was no report.

III ACTION ITEMS

A. Approve minutes of the meeting of April 19, 2011.

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

B. Award construction contract for the Upper Yuba Levee Improvement Project to lowest responsive and responsible bidder or, in the alternative, reject all bids and authorize the rebidding of the Project. (No background material)

Executive Director Paul Brunner recapped the previous bid process and re-bid of the project advising bids were opened May 4th in which three bids were received. Mr. Brunner advised during review of the bids an error was found in the grand total of Magnus Pacific Corp. which was reduced due to an addition error to $7,614,218.60 and was the low bid. Mr. Brunner recapped the Board’s option with regard to how the Board could proceed and responded to Board inquiries.
Assistant Counsel Scott McElhern advised Division 1, Section 3, paragraph 3-3 of the bid specifications set forth procedures to follow in the event of a discrepancy.

Project Director Sean Rhodes, Magnus Pacific, advised he was aware of the mistake within the line items and was prepared to move forward with the bid.

Contract Manager Doug Handen advised the mobilization line item of the contract indicated zero.

MOTION: Move to award the contract to the low bidder, Magnus Pacific Corp., and authorize the Executive Director to finalize the contract and execute
MOVED: Jerry Crippen SECOND: John Nicoletti
AYES: Jerry Crippen, Don Graham, John Nicoletti
NOES: None ABSTAIN: None ABSENT: Rick Brown and Mary Jane Griege

IV BOARD AND STAFF MEMBERS’ REPORTS: Reports were received on the following:

Executive Director Paul Brunner:
• Received letter from Department of the Army Secretary denying the Section 104 credit due to achieving too many credits under the Yuba River Basin Project. Mr. Brunner further advised the State is aware of the denial and will issue a letter to proceed with the Upper Yuba Project
• Summary of Construction Change Orders below $210,000 and above $25,000

V ADJOURN: 3:10 p.m. by Chairman Pro Tem Graham.

______________________________
Chair

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

______________________________ Approved: ________________________
May 17, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Scott Shapiro, General Counsel
       Doug Handen, Construction Manager
SUBJECT: Contract No. PH4-2007-08-01
         Phase 4 Feather River Setback Levee Project
         Approval of Final Contract Changes

Recommendation:

Approve final Setback Levee contract changes to the Agreement with Teichert Construction and authorize the Executive Director to finalize, sign and execute contract modification upon review and approval of General Counsel.

Background

TRLIA accepted bids for the Feather River Setback Levee on October 12, 2007. Contractor bids were based on 60% design drawings so that the contract winning contractor could have early involvement in the project and provide Value Engineering ideas into the project as the design was finalized. Four bids were received with Teichert Construction being the low bid. Teichert’s bid was approximately $9.3 million less than the GEI Engineers Estimate and approximately $11.8 million less than the next lowest bid.

Teichert Construction entered into a Contract Agreement to construct the Feather River Setback Levee on October 30, 2007. The original Agreement included work from Bid Schedule “A” (Pre-Construction Activities). Starting in May 2008, Subsequent Contract Amendments for Bid Schedule B (Foundation), Bid Schedule C (Embankment), and Bid Schedule D (Degrade of old levee) were issued in phases during 2008 and 2009 as TRLIA obtained permits, funding, and acquired real estate to construct. Incorporated into these amendments were significant new items of work that were necessary to construct the levee but not included in the original bid, such as: CA-Yuba 1677 (Native American Cultural Site), DWR & Corps design additions, and Ella Detention Basin soil work. In 2010 TRLIA added the new security/maintenance road work to the contract. The combined cost of the initial contract and subsequent contract Amendments (1 through 6) total $71,319,239.75.

The Agreement and related Contract Documents include provisions for change orders for work added by the Owner to implement modifications, deletions, or other changes as required for proper completion of the work. Change order pricing may be established by the extension of bid
unit pricing, establishment of a new unit price for additional work, or agreement to perform work on a time and material basis based on overhead and mark-ups established in the Agreement.

During the three year construction period the Executive Director approved construction related change orders of less than $210,000 each in the total amount of $2,657,219.93. The majority of these change orders were less than $25,000.

Discussion
The Teichert construction contract work is now complete. The Teichert construction work has received final inspection by RD784, DWR (TRLIA’s funding agreement partner), and the TRLIA design and construction management team. Punch list items for all Teichert construction work have been completed, except for completion of the commissioning period of Pump Station 3, which is scheduled to end on May 15, 2011. TRLIA is holding $849,549 in retention to ensure that the Pump Station operates as specified and any needed corrections are made.

It is now time to finalize contract actions for the Teichert Contract for all work performed to complete the Setback Levee. Below are items that remain to be approved by the TRLIA Board that are above the Executive Director’s approval authority ($210,000). The TRLIA Construction Management Team has worked with the State Department of Water Resources staff concerning each change order work and they have reviewed the need and pricing of each of the changes listed below:

- Changes Related to Phasing of Earthwork: The Feather River Setback Levee Project was broken into phases based on the availability of funding, issuance of permits and land acquisition limitations. The phasing of the work required that the work be performed in multiple construction seasons and resulted in some inefficiency.

  TRLIA staff reported the phasing costs to the Board during the April 21, 2009 Board meeting in a staff report related to the award of the levee tie-in portion of the contract.

Earthwork Phasing Costs for the project are as follows:

1. **Bentonite increase for non-tie-in portion of project - Summary and Reason for Modification:** Bentonite increase is for the non-tie-in portion of work scheduled for 2008 but performed in 2009 due to land acquisition and permitting delays. $287,910.00

2. **Fuel increase for non-tie-in portion of project - Summary and Reason for Modification:** Fuel increase is for non-tie-in portion of work scheduled for 2008 but performed in 2009 due to land acquisition and permitting delays. $990,150.00

- Other needed additional contract change orders required to compensate the Contractor for unanticipated work as described below:

3. **Ella Basin Borrow Re-Mobilization Cost - Summary and Reason for Modification:** The embankment contract or Schedule C was originally scheduled to be completed in 2008 but was completed in 2009. These re-mobilization costs occurred in 2009 and were not budgeted in the existing contract. Due to permitting and land acquisition limitations at the start of the project, completion of Ella Basin Borrow Area/Detention Basin excavation was postponed until the 2009 construction
season. Over the winter months the Ella Detention Basin filled with local drainage water and the groundwater level rose to a high level. Dewatering of the basin in order to complete excavation and borrow operations involved installing approximately 30 point wells and installing a pumping and filtration system. The operation lasted approximately four months. The work was paid based on an agreed-upon time and materials amount. $275,000.00

4. **Extended Overhead - Summary and Reason for Modification**: Extended overhead costs were required to support the degrade construction under Schedule D which was originally scheduled to be completed in 2009. Due to the cultural site, discovery and permitting and land acquisition limitations during the project, the degrade completion was delayed until the 2010 construction season. The construction contract did not provide for contractor expenses for extended overheads, remobilization and labor-ups for the unanticipated delay. As a result, it was necessary to provide the contractor reimbursement for necessary expenses. Extended overheads included security, office trailer, sanitation, and quality control costs. Remobilization 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 paid under the proposed agreed upon unit prices. $251,544.00

5. **Northern levee degrade extended haul - Summary and Reason for Modification**: When it was determined that backfilling of the Platter/JTS borrow area would require additional levee degrade material, the Contractor was requested to haul material adjacent to the North tie-in to the Platter/JTS borrow area. This material was originally designated for the Primary borrow area backfill, which would have resulted in a shorter haul route. Due to the extended haul route, the Contractor was due compensation. This work was paid based on the approved unit price. $525,581.98

6. **Additional Removal Of Irrigation Facilities & Capping (Bid Item 107.0, T&M) - Summary and Reason for Modification**: This bid item was established as a time and material (T&M) item with an initial not to exceed value of $175,000 to address removal of irrigation piping in the levee foundation and to support TRLIA’s right-of-way program by relocating active irrigation lines for landslide landowners and setback area leaseholders. Since it was a T&M item without an established quantity, the cost was inadvertently left out of the Modified Schedule B contract value. During the preparation of the setback levee foundation in 2008, the Contractor encountered significantly more existing irrigation piping during the stripping of the setback levee foundation than was previously estimated. The work required the Contractor to remove all irrigation piping in the foundation of the levee within and cap the ends of piping at the edge of the stripping area. It was essential that this irrigation piping be removed from the levee foundation and the Contractor was directed to continue this work on a time and materials basis under completed. The additional irrigation piping and capping was performed between July 2008 through December 2009. Cost for the additional irrigation relocation was $366,819.08, for a total cost of $541,819.08.

7. **Levee Crown Repair Work - Summary and Reason for Modification**: The Setback Levee was surfaced prior to the beginning of the flood season even though overall construction was not complete. Construction traffic on the finished setback levee patrol road was not restricted during rainy periods because of the need to advance construction of setback levee ancillary facilities (relief wells, drainage
facilities, pump station) and as much levee degradation work as possible before the construction season ended. During October, November, and December of 2009, Teichert was requested to continue working between the early rain events to complete the degradation of the old Feather River levee just northwest of Star Bend and the South Tie-In to ensure drainage of the setback area. On October 13, 2009, the project area received its first heavy rains. It rained again on October 19th and then again on November 18th and the 20th. Due to the urgency in completing the southern portion of levee degradation, construction work continued immediately after those rain events. Construction-related traffic on the patrol road surface was not restricted during or immediately after these rain events due to the need to continue work activities. During this period, there was frequent construction traffic on the patrol road which caused initial ruts or depressions in the patrol road's sub-grade along the levee crown. Once a rut or depression in the crown's clay sub-grade occurred, water continued to accumulate in it and the sub-grade material (the top lift of the levee) softened over the winter and became unable to support normal traffic loads. Setback Levee crown repairs were directed in Construction Memorandum No. 060. The workplan was approved by the CVFPB. Costs were paid on a time and materials basis.

$404,692.68

8. **Contract Quantity Adjustments - Summary and Reason for Modification:** The Construction Documents for the project allow for and require TRLIA to pay the Contractor for the actual quantity of work for each bid or contract item of work. The actual quantity of each item of work often varies from the bid/original contract description. For certain items of work, the quantity of work was less than anticipated.

TRLIA recently completed reviews and agreed with the final quantities for each of the items of work, based on final measure, field verification, and/or survey. The summary of these final quantity adjustments for each bid schedule is as follows:

- **Schedule B, Bid items 101.0 through 164.0**
  - $886,076.39

- **Schedule C, Bid items 201.0 through 225.0 9**
  - -$2,035,728.68
  - (w/Blending CICP)

- **Schedule D, Bid items 301.0 through 399.0**
  - $2,220,550.05

- **Total contract adjustments for quantities**
  - $1,070,897.76

A worksheet showing the final quantities for each phase has been attached.

- **Overall Contract Costs to date:**

The total of Contract Awards and Modifications to date is as follows:

1. **Contract Agreement/Addendums 1-6 (Awards)** = $71,319,239.75
2. **Executive Director approved change orders less than $210,000** = $2,657,219.93
3. **Contract changes above $210,000 and quantity adjustments to be approved by TRLIA Board** = $4,347,595.50
The total change order amount for the Teichert contract is $7,004,815.43. The next lowest bid for the original work was approximately $11.8 million more than Teichert’s original bid. Thus Teichert completed this entire project, with all the new work, at a cost that was less than the other contractors’ original bids. This conclusion assumes that all the new work items (e.g. Ca-Yuba 1677) would be similar in cost for each contractor. This assumption is conservative since the new work items were based on Teichert’s low bid unit costs.

Percentage above Awards amount (items 2 + 3/ item 1) = 9.8%

The total cost of all change orders to the contract are within the ten percent contingency that was budgeted for the project.

Upon the approval of the items described in this report, the total contract amount of the Feather Setback Levee Project will be $78,324,055.18.

**Fiscal Impact:**

This project is fully funded as described in the State/TRLIA funding agreement.

Attachments:

Worksheet including final contract quantities.
## Cost Adjustment in Contract Quantity

### Schedule A & B

<table>
<thead>
<tr>
<th>Contract Item Description</th>
<th>Unit</th>
<th>Total Contract Quantity</th>
<th>Total Contract Cost</th>
<th>Contract Unit Price</th>
<th>Total Cost</th>
<th>Remaining Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Schedule C

<table>
<thead>
<tr>
<th>Contract Item Description</th>
<th>Unit</th>
<th>Total Contract Quantity</th>
<th>Total Contract Cost</th>
<th>Contract Unit Price</th>
<th>Total Cost</th>
<th>Remaining Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Schedule D

<table>
<thead>
<tr>
<th>Contract Item Description</th>
<th>Unit</th>
<th>Total Contract Quantity</th>
<th>Total Contract Cost</th>
<th>Contract Unit Price</th>
<th>Total Cost</th>
<th>Remaining Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Schedule E

<table>
<thead>
<tr>
<th>Contract Item Description</th>
<th>Unit</th>
<th>Total Contract Quantity</th>
<th>Total Contract Cost</th>
<th>Contract Unit Price</th>
<th>Total Cost</th>
<th>Remaining Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Schedule F

<table>
<thead>
<tr>
<th>Contract Item Description</th>
<th>Unit</th>
<th>Total Contract Quantity</th>
<th>Total Contract Cost</th>
<th>Contract Unit Price</th>
<th>Total Cost</th>
<th>Remaining Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Cost Adjustment in Contract Quantity Summary

<table>
<thead>
<tr>
<th>Contract Item Description</th>
<th>Unit</th>
<th>Total Contract Quantity</th>
<th>Total Contract Cost</th>
<th>Contract Unit Price</th>
<th>Total Cost</th>
<th>Remaining Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes

- All costs are adjusted as per the Schedule of Values.
- Costs are adjusted for the current period, as shown in the Schedule of Values.
- Adjustments are made for changes in contract quantities and unit prices.
- Remaining contract amounts reflect the adjusted costs for each item.

---

Page 1 of 2
## Cost Adjustment in Contract Quantities
**Segment 2 Contract No. PH4-2007-38 - 01 Summary**

### May 2011

<table>
<thead>
<tr>
<th>Contract Item Description</th>
<th>Unit</th>
<th>Total Contract Quantity</th>
<th>Total Contract Cost</th>
<th>Contract Unit Price</th>
<th>Invoiced To Date</th>
<th>Remaining Contract Quantity</th>
<th>Remaining Contract Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Control Center Structure Support</td>
<td>LS</td>
<td>1</td>
<td>$110,000.00</td>
<td>$110,000.00</td>
<td>$110,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vertical Axial Flow Mf Mix Flow Slg Stage Imp Pump</td>
<td>EA</td>
<td>4</td>
<td>$800,000.00</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Low Flow Vfd. Mf Mix Flow Slg Stage Imp Pump</td>
<td>EA</td>
<td>1</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump &amp; Motor Installation, Startup &amp; Testing</td>
<td>EA</td>
<td>5</td>
<td>$32,000.00</td>
<td>$6,400.00</td>
<td>$6,400.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ch 4 Spillway Decking</td>
<td>EA</td>
<td>1</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ch 5 Spillway Decking</td>
<td>LF</td>
<td>1</td>
<td>$300,000.00</td>
<td>$300,000.00</td>
<td>$300,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ch 6 Spillway Decking, Ty. C (O-3 to O-6)</td>
<td>EA</td>
<td>1</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ch 7 Spillway Decking, Ty. C (O-3 to O-6)</td>
<td>EA</td>
<td>1</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Spillway Safety Light</td>
<td>EA</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Spillway Emergency Exit &amp; Air Relief Valve</td>
<td>EA</td>
<td>4</td>
<td>$26,000.00</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Combination Air Vacuum Valve (APCO 1900 &amp; 2000 Or Equal)</td>
<td>EA</td>
<td>4</td>
<td>$12,600.00</td>
<td>$3,150.00</td>
<td>$3,150.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Combination Air Vacuum Valve (APCO 1900 &amp; 2000 Or Equal)</td>
<td>EA</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>30&quot; Resilient Wedge Valve, Valve W/SS Rising Stem</td>
<td>EA</td>
<td>4</td>
<td>$284,000.00</td>
<td>$71,000.00</td>
<td>$71,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>14&quot; Resilient Wedge Valve, Valve W/SS Rising Stem</td>
<td>EA</td>
<td>1</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>30&quot; SC-Castellated Swing-Top Check Valve</td>
<td>EA</td>
<td>4</td>
<td>$260,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>14&quot; SC-Castellated Swing-Top Check Valve</td>
<td>EA</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Automatic Drainage Gate</td>
<td>EA</td>
<td>4</td>
<td>$21,200.00</td>
<td>$5,300.00</td>
<td>$5,300.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Warning Sign</td>
<td>LF</td>
<td>1</td>
<td>$450.00</td>
<td>$450.00</td>
<td>$450.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rock Slope Protection</td>
<td>SF</td>
<td>1</td>
<td>$112,000.00</td>
<td>$14,512.00</td>
<td>$14,512.00</td>
<td>1,018,544.00</td>
<td>$1,018,544.00</td>
</tr>
<tr>
<td>Demobilization</td>
<td>LS</td>
<td>1</td>
<td>$54,000.00</td>
<td>$54,000.00</td>
<td>$54,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monitoring &amp; Maintenance Vegetation, Drainage &amp; Erosion Control</td>
<td>LS</td>
<td>1</td>
<td>$14,400.00</td>
<td>$14,400.00</td>
<td>$14,400.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump #10 30' HDPE Or Corrugated Steel Discharge Pipe</td>
<td>LF</td>
<td>120</td>
<td>$337,500.00</td>
<td>$5,300.00</td>
<td>$5,300.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump #10 Spillway Breaker &amp; Air Relief Valve</td>
<td>EA</td>
<td>2</td>
<td>$11,000.00</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Drainage Slab Bridge Crossing, Single-Wide Rail Car</td>
<td>EA</td>
<td>3</td>
<td>$384,000.00</td>
<td>$128,000.00</td>
<td>$128,000.00</td>
<td>0.24</td>
<td>$330,172.00</td>
</tr>
<tr>
<td>Drainage Slab Bridge Crossing, Double-Wide Rail Car</td>
<td>EA</td>
<td>2</td>
<td>$430,000.00</td>
<td>$215,000.00</td>
<td>$215,000.00</td>
<td>0.19</td>
<td>$403,252.00</td>
</tr>
<tr>
<td>Drainage Slab Box Culvert Crossing</td>
<td>EA</td>
<td>2</td>
<td>$260,000.00</td>
<td>$130,000.00</td>
<td>$130,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Stability Beam-Fill Aggregate (PCV)</td>
<td>CY</td>
<td>9,200</td>
<td>$406,000.00</td>
<td>$89,000.00</td>
<td>$89,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Stability Beam-Fill Aggregate (PCV)</td>
<td>CY</td>
<td>9,200</td>
<td>$406,000.00</td>
<td>$89,000.00</td>
<td>$89,000.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Stability Beam &amp; Drainage Gravel</td>
<td>CY</td>
<td>29,000</td>
<td>$104,000.00</td>
<td>$3,472.00</td>
<td>$3,472.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 3 - 30' Butterfly Valve</td>
<td>EA</td>
<td>4</td>
<td>$66,000.00</td>
<td>$16,500.00</td>
<td>$16,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 10 - 30&quot; Butterfly Valve</td>
<td>EA</td>
<td>2</td>
<td>$33,000.00</td>
<td>$16,500.00</td>
<td>$16,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 3 - Valve Utility Box &amp; Lot Assembly</td>
<td>CY</td>
<td>4</td>
<td>$43,000.00</td>
<td>$10,750.00</td>
<td>$10,750.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 10 - Valve Utility Box &amp; Lot Assembly</td>
<td>CY</td>
<td>4</td>
<td>$10,000.00</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 3 - 8&quot; Valves</td>
<td>CY</td>
<td>2</td>
<td>$21,800.00</td>
<td>$10,900.00</td>
<td>$10,900.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 3 - 8&quot; Valves</td>
<td>CY</td>
<td>2</td>
<td>$21,800.00</td>
<td>$10,900.00</td>
<td>$10,900.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 3 - 8&quot; Valves</td>
<td>CY</td>
<td>2</td>
<td>$21,800.00</td>
<td>$10,900.00</td>
<td>$10,900.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Sta. 3 - 8&quot; Valves</td>
<td>CY</td>
<td>2</td>
<td>$21,800.00</td>
<td>$10,900.00</td>
<td>$10,900.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Station 3 Security Updates</td>
<td>LS</td>
<td>1</td>
<td>$61,800.00</td>
<td>$61,800.00</td>
<td>$61,800.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pump Station 3 Escavation Mud slab</td>
<td>LS</td>
<td>1</td>
<td>$33,400.00</td>
<td>$33,400.00</td>
<td>$33,400.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Adjustment</td>
<td>LS</td>
<td>1</td>
<td>$5,720.00</td>
<td>$5,720.00</td>
<td>$5,720.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Schedule D Subtotal | $33,851,744.50 |
| Schedule D Invoiced To Date | $31,790,015.82 |
| Adjust. | $2,051,728.68 |

| Contract Work Total | $70,719,238.75 |
| Total Contract Invoiced To Date | $71,790,127.51 |
| Adjust. | $1,070,887.76 |
May 17, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Delegation of Authority Regarding Conflict of Interests

Recommended Action:

Delegate to Executive Director authority to waive conflict of interest in Downey Brand's simultaneous representation of Three Rivers Levee Improvement Authority and Teichert Construction on unrelated matters.

Discussion:

Teichert Construction has been the primary contractor associated with the Feather River levee work. Three Rivers is the owner of that project. Downey Brand attorneys currently represent TRLIA on the Project. At the same time, Downey Brand attorneys represent Teichert on limited and unrelated matters. Downey Brand’s representation of both clients has not been a conflict in the past because Downey has not represented Teichert as against TRLIA or TRLIA as against Teichert. However with the TRLIA’s Board being asked to approve Teichert’s change orders, Downey Brand’s representation of Teichert and TRLIA has created an actual conflict of interest. The law governing legal ethics prohibits Downey Brand from representing one current client adversely to another current client, absent both clients’ written consent after disclosure of the conflict and its reasonably foreseeable impact. Downey Brand has requested that TRLIA consent to Downey Brand’s continued representation of both Teichert and TRLIA. Downey Brand has also made an identical request to Teichert.

Downey Brand will be able to manage the conflict because it will not represent both clients on this matter on change orders; indeed, it will only represent TRLIA. This item requests that the Board delegate to the Executive Director to consider a conflict of interest waiver and, if the Executive Director believes appropriate, to approve that waiver.

Fiscal Impact:

It is not expected that this action will have any fiscal impacts.
THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

May 17, 2011

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Ric Reinhardt, Program Manager
SUBJECT: Approve Amendment 13 to GEI Contract for 200-Year Levee Criteria Compliance
         Determination; Updates of Phase 1 Environmental Site Assessments for Land
         Turnover to the State; and Potential Project Support Tasks

Recommended Action:
Approve Amendment 13 to the existing contract with GEI for the TRLIA Phase 4 which increases
contract by $668,980 and extends termination date to December 31, 2013 to accomplish: Feather
River Levee and Bear River Setback Levee 200-Year Levee Criteria Compliance Determination;
Updates of Phase 1 Environmental Site Assessments for Land Turnover to the State; and other
Potential Project Support Tasks, Authorize the executive director to sign and execute contract
amendment once General Counsel has reviewed and approved.

Discussion:
Since Amendment 12 was approved to the GEI contract in May 2010 the following additional
items have come up that require this amendment: 1) the need to perform a criteria compliance
determination for the 200-year flood event for repaired levees; 2) the need to update Phase 1
Environmental Site Assessments for parcels acquired by TRLIA and to be turned over to the
State; and 3) numerous project support tasks required as TRLIA finalizes levee actions and
commitments on the recently repaired levees. These items are described below:

200-Year Levee Criteria Compliance Determination: At the March 15, 2011 TRLIA Board
meeting the Board was briefed on the need to perform the 200-Year Levee Compliance
Determination. The TRLIA Board authorized the Executive Director to take the necessary steps
to accomplish this determination. This task is needed to accomplish the 200-year determination.
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. GEI will provide this determination for the Bear River Setback Levee and
for the Feather River Levee Repairs in Segment 1, Segment 2 (Setback Segment), and Segment 3.
The estimated cost for the 200-Year Levee Criteria Compliance Determination efforts is
$314,710.
Update Phase 1 Environmental Site Assessments: GEI prepared Phase 1 Environmental Site Assessments (ESA’s) in support of TRLIA’s CEQA compliance, detailed design, and land acquisition. The Phase 1 ESA’s prepared by GEI included:

- Bear River Setback Levee, August 2005
- Feather River Levee Repair Project Segments 1 and 3, January 2007
- Feather River Setback Levee, August 2007

Phase 1 ESA’s require updating if they are over 6 months old if they are to support land ownership transfers to the State of California. Since all of the Phase 1 ESA’s are over three years old, they will require updating prior to transferring property to the State of California, or any other entity. Since GEI prepared the original ESA’s, they are the logical choice to perform any updates. The Phase 1 ESA’s will not be updated until all other land transfer documentation has been completed to the satisfaction of DWR Real Estate and just prior to making the official land transfer. The estimated cost to update the three Phase 1 ESA’s is $53,100.

Project Support Tasks: As TRLIA completes construction, there are numerous support tasks that have to be done to meet commitments imposed by Central Valley Flood Protection Board encroachment permits and by EIP Grant requirements for close out of the grants. In addition, TRLIA has land management tasks for the setback areas of the Bear and Feather Rivers as all documentation is completed for transfer of these areas. Examples of these tasks include:

- Toe access corridor definition and acquisition support, including defining and acquiring where needed a 20-ft clear zone along the levee toes.
- Design support for setback area land issues, including: security road modifications and asbestos irrigation pipe removal in accordance with CVFPB and DWR requirements.
- Field construction oversight support for 2011 construction activities, including modifications to the security road, other setback area roads, and removal of asbestos irrigation pipe.
- Review of monitoring data obtained by RD 784 for the reach of Segment 1 levee where a crack was repaired. Data provided by RD 784 will be reviewed and a brief email summarizing the review will be provided on a monthly basis.
- Assessment of the Corps PL84-99 Relief Wells at the Site 7 Extension reach of the Segment 1 levee.
- Assist TRLIA in preparation of a comprehensive O&M manual addendum for the levee system protected by TRLIA-repaired levees.
- Support to TRLIA for Feather River and Bear River Setback Area land use issues, monitoring and reporting requirements, and land ownership transition.
- Support to TRLIA in complying with EIP funding requirements, including project reporting and closeout.
- Support to TRLIA in coordination with CVFPB, DWR, and Corps of Engineers.

A portion of the funds identified for these tasks can best be described as contingency items. Not all of these may be required and the funds will only be utilized as the need for these efforts develops over the next three years. However as the need arises it is good to have the ability to quickly utilize the experience and expertise of GEI when required. The estimated cost for these potential efforts is $301,170.
Amendment 13, attached, is authorization to accomplish the efforts described above. It would increase GEI’s current contract by $668,980 for a total of $22,317,922 and would extend the contract expiration date to December 31, 2013. Greater detail on efforts and costs is described in Exhibit A of the attached Amendment 13.

**Fiscal Impact:**
The contract amendment would increase the existing contract by $668,980 for services on a time-and-expenses basis, to a maximum amount not exceeding a total contract of $22,317,922 for Design Services without prior authorization by TRLIA. The 200-year compliance determination for Feather River Segments 1, 2, & 3; Feather River (Segments 1, 2, & 3) Phase 1 ESA updates; and Project Support Tasks are covered by the Feather River EIP funding agreement. The 200-year compliance determination for the Bear River Setback Levee, and Bear River Setback Phase 1 ESA update will be paid for by Prior Levee Work Funding.

ATTACHMENTS
1. Amendment No. 13
2. Exhibit A to Amendment No. 13
AMENDMENT NO. 13

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

THIS AMENDMENT TO AGREEMENT is made effective , by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Contractor"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:

1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee project with a contract value of $1,439,400.

1.2. Effective April 25, 2006, the parties entered into Amendment No. 1 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $3,082,240 for a total contract value of $4,521,640.

1.3. Effective June 27, 2006, the parties entered into Amendment No. 2 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $32,700 for a total contract value of $4,554,340.

1.4. Effective October 30, 2006, the parties entered into Amendment No. 3 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $262,500 for a total contract value of $4,816,840.

1.5. Effective January 16, 2007, the parties entered into Amendment No. 4 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Levee Repair design in the amount of $115,000 for a total contract value of $4,931,840.

1.6. Effective April 3, 2007, the parties entered into Amendment No. 5 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $5,860,244 for a total contract value of $10,792,084.

1.7. Effective September 18, 2007, the parties entered into Amendment No. 6 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather
River Setback Levee design in the amount of $1,963,660 for a total contract value of $12,755,744.

1.8. Effective April 15, 2008, the parties entered into Amendment No. 7 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $636,300 for a total contract value of $13,392,044.

1.9. Effective June 17, 2008, the parties entered into Amendment No. 8 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $5,671,000 for a total contract value of $19,063,044.

1.10. Effective September 8, 2008, the parties entered into Amendment No. 9 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $358,200 for a total contract value of $19,421,244.

1.11. Effective November 18, 2008, the parties entered into Amendment No. 10 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $536,764 for a total contract value of $19,958,008.

1.12. Effective July 9, 2009, the parties entered into Amendment No. 11 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $829,986 for a total contract value of $20,787,994.

1.13. Effective May 18, 2010, the parties entered into Amendment No. 12 to the Agreement for Professional Services relating to TRLIA’s Phase 4 Feather River Setback Levee design in the amount of $860,948 for a total contract value of $21,648,942.

1.14. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.

2. **Thirteenth Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:

2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B-E/GEI, dated December 13, 2005) is amended to expand the scope of work as described by letter dated April 22, 2011 (Exhibit A) to address additional requirements for 200-year criteria determination, as well as other potential additional/out of scope work items for the Feather River Levee Repair Project.

2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended by the attached Exhibit A to include the additional amount of $668,980 for a total contract of $22,317,922.

2.3. The Contract termination date is revised to December 31, 2013.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ______________________, 2011.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

______________________________
Paul G. Brunner
Executive Director

______________________________
Raymond D. Hart
Senior Vice President

ATTEST:
DONNA STOTLLEMEYER
SECRETARY, THREE RIVERS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL, TRLIA

______________________________
April 22, 2011
050115

Mr. Paul Brunner, Executive Director
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

Re: Agreement for Professional Services on Three Rivers Levee Improvement
Authority’s Phase 4 Feather River Levee Repair Project – Request for Amendment
No. 13

Dear Mr. Brunner:

In follow up to recent conversations with Mr. Larry Dacus, TRLIA Design Manager, the
purpose of this letter is to present scope of work and cost estimates for addressing out-of-
scope and additional work items for continued support for TRLIA’s levee repair program.

The work items and the basis for the requested adjustment in scope and budget are
described below. The cost estimates for these additional work items are included in
Attachment 1. In summary, we estimate that a net budget increase of $668,980 is needed
to address the out-of-scope and additional work items described below. This budget
adjustment addresses the following work items:

- **Support for TRLIA’s Compliance with State of California’s Newly Released
  200-year Interim Levee Design Criteria** – As described in the memo prepared
  by MBK and included in Attachment 2, TRLIA intends to determine and
demonstrate compliance with the 200-year flood protection criteria contained in
the newly released State Department of Water Resources Interim Levee Design
Criteria (ILDC) for Urban and Urbanizing Areas in the Sacramento-San Joaquin
Valley, Version 4, December 15, 2010. The compliance determination for the RD
784 area will be made to Yuba County for its use in reviewing future development
plans in compliance with California Senate Bill 5. TRLIA’s approach to the 200-
year flood protection determination is described in Attachment 2. TRLIA has
requested that GEI conduct certain evaluations and documentation for the levee
reaches for which GEI prepared designs, i.e. Bear River Setback Levee and
Feather River Levee Segments 1, 2 and 3 (Feather River levee from the Bear
River Setback Levee north to the Union Pacific railroad bridge adjacent to
Highway 70). Specifically, TRLIA has requested that GEI perform the required
gotechnical evaluations (seepage, slope stability, seismic vulnerability, and
geometric criteria), and an evaluation of penetrations and closure structures for the subject reaches of levee. The following is a summary of the scope of work to be conducted by GEI:

- **Geotechnical Evaluations** – Evaluations will include seepage and stability analyses for hydraulic top of levee, seismic stability and deformation analyses, and comparison to the 10-yr water surface. It should be noted that most of these analyses have already been completed for the Feather River setback levee (Segment 2), since the State’s ILDC began to emerge and take shape while we were preparing the detailed design of the setback levee. In addition, an evaluation of impacts of the recently initiated LCWD WTP improvements along the landside toe of the Segment 3 levee will be conducted. Table 2 in Attachment 1 summarizes the assumptions made for each reach of levee in developing the cost estimate.

- **Levee Penetrations** – An evaluation of penetrations along the subject reaches of levee will be performed. This evaluation will use the data and evaluations performed for TRLIA’s FEMA certification as a basis. In addition, the IDLC requires that a geophysical survey be conducted to identify potential unknown pipe penetrations. The proposed scope of work limits the geophysical surveys to the reaches of levee where cutoff walls have not previously been installed (by TRLIA or the Corps of Engineers), since cutoff wall installation would have likely identified the location of unknown penetrations. In addition, geophysical surveys are assumed not to be required for setback levees because setback levee construction included a 6-foot-deep (or deeper) inspection trench along all portions of the levee where cutoff walls were not provided.

- **Levee Closures** – An evaluation of levee closures in the subject reaches of levee will be performed, using the data and evaluations performed for TRLIA’s Segment 3 design as a basis.

- **Support TRLIA in Preparing 200-yr Compliance Determination Report**

  TRLIA will prepare a compliance determination document similar in format to the TRLIA FEMA Accreditation summary report prepared in May 2010. GEI will support TRLIA in preparing the report by providing specific text inserts for the evaluations performed by GEI. GEI will also assist TRLIA in developing the overall report structure, and provide reviews of draft reports.

As shown on Table 1 and detailed in Table 2 in Attachment 1, the estimated cost of GEI’s scope to support TRLIA’s 200-year flood protection determination is $314,710. As described in Attachment 2, GEI’s scope will not include evaluations for water surface elevation criteria, erosion potential, right-of-way criteria, levee vegetation, independent expert panel, or security. These items will be covered by others in the TRLIA team.

- **Continued Project Support** – TRLIA has requested GEI’s continued project support in addressing the following items:
Toe access corridor definition and acquisition support, including defining and acquiring where needed a 20-ft clear zone along the levee toes and other future needs areas.

Design support for setback area land issues, including: security road modifications and asbestos irrigation pipe removal in accordance with CVFPB and DWR requirements.

Field oversight support for 2011 construction activities, including modifications to the security road, other setback area roads, and removal of asbestos irrigation pipe.

Review of monitoring data obtained by RD 784 for the reach of Segment 1 levee where a crack was repaired. Data provided by RD 784 will be reviewed and a brief email summarizing the review will be provided on a monthly basis.

Assessment of the Corps PL84-99 Relief Wells at the Site 7 Extension reach of the Segment 1 levee.

Assist TRLIA in preparation of a comprehensive O&M manual addendum for the levee system protected by TRLIA-repaired levees.

Support to TRLIA for Feather River Setback Area land use issues, monitoring and reporting requirements, and land ownership transition.

Support to TRLIA for Bear River Setback Area land use issues, monitoring and reporting requirements, and land ownership transition.

Support to TRLIA in complying with EIP funding requirements, including project reporting and closeout.

Support to TRLIA in coordination with CVFPB, DWR, and Corps of Engineers.

Support to TRLIA for project turnover to RD 784.

Project management support.

As shown on Table 1 in Attachment 1, the estimated cost to provide continued project support is $301,170.

- **Update Phase 1 Environmental Site Assessments** – GEI prepared Phase 1 Environmental Site Assessments (ESA’s) in support of TRLIA’s CEQA compliance, detailed design, and land acquisition. The Phase 1 ESA’s prepared by GEI included:
  - Bear River Setback Levee, August 2005
  - Feather River Levee Repair Project Segments 1 and 3, January 2007
  - Feather River Setback Levee, August 2007

We understand that, to support land ownership transfers to the State of California, Phase 1 ESA’s require updating if they are over 6 months old. Since all of the Phase 1 ESA’s are over three years old, they will require updating prior to transferring property to the State of California, or any other entity.

As shown on Table 1 in Attachment 1, the estimated cost to update the three Phase 1 ESA’s is $53,100.
As agreed to in previous discussions between Ray Hart and Paul Brunner and summarized in our letter dated July 9, 2009, GEI agreed to revert to using its 2008 billing rates and reduce the mark-up on subcontracts to 10% going forward to help TRLIA manage its costs in this challenging economic climate. For the work included in this amendment, GEI proposes to continue to hold the same 2008 fee schedule, included as Attachment 3, which represents a decrease of approximately 8% from our current standard rates.

The scope and budget adjustments contained herein represent our best estimate at this time to perform the activities discussed above. The actual duration of many of the activities is outside of GEI’s control. In addition, additional activities may come up that TRLIA will require GEI’s input. These additional activities could include, but are not limited to, design of additional relief wells along the Site 7 Extension levee reach, land acquisition potentially requiring a Phase 2 ESA, and design of repairs to the Site 7 Extension relief well ditch. If additional work items are identified, or if work items described above extend beyond the assumed durations, GEI will work with TRLIA to develop a scope and budget to support a budget adjustment. With this said, we strive to conduct our work as efficiently as possible. We will manage our efforts and strive to keep actual costs under the approved budget.

We are pleased with the opportunity to work with you and your staff during the final phases of this vitally important project. Please call me or Dan Wanket if you have any questions.

Sincerely,

GEI Consultants,

[Signature]

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

Attachments 1, 2 and 3

C: Larry Dacus and Ric Reinhardt (TRLIA/MBK Engineers)
Ray Hart and Dan Wanket (GEI Consultants)
### Table 1
Three Rivers Levee Improvement Project
Cost Estimate - Amendment No. 13
4/20/2011

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Estimated Cost for Out-of-Scope Items</th>
<th>Comments/Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GEI Costs (2008 rate Schedule)</td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td>Hours</td>
<td>Rate</td>
</tr>
<tr>
<td>Support for TRLIA's compliance with State’s 200-year Interim Levee Design Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continued Project Support:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Toe access corridor/real estate support: 20-ft clear zone and future needs area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Design support for setback area issues: security road modifications, other setback area roads, asbestos irrigation pipe removal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Field oversight support for 2011 construction activities (patrol road, security road, setback area road repairs; removal of asbestos irrigation pipe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Continued support on Segment 1 crack monitoring/evaluation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Preliminary assessment of Corps PL84-99 Relief Wells at Site 7 Extension</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Assist TRLIA in preparation of comprehensive O&amp;M manual addendum for levee system protected by TRLIA-repaired levees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Feather River Setback Area land use, reporting, and transition support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Bear River Setback Area land use, reporting, and transition support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- GIP funding support – project reporting and closeout</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Support with CVFPB coordination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Support to TRLIA for project turnover to RD 784</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Project management support</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1831</td>
<td>152</td>
</tr>
</tbody>
</table>

**Other Possible Items Not included at this time:**

| Updates to V-Ditch at Site 7 Extension – Design and CM |  |
| Possible Phase 2 ESA's (e.g. Shoel maintenance shop) | Costs not included at this time. If TRLIA determines that these or other issues need to be addressed, GEI will prepare a scope and budget for subsequent contract amendment |
| Preparation of design and construction support for replacement of Corps PL84-99 relief wells at Site 7 Extension if needed |  |

Total Estimated Cost: $668,980
<table>
<thead>
<tr>
<th>Item</th>
<th>GEI Estimated Level of Effort</th>
<th>Estimated Cost</th>
<th>Total Estimate Cost</th>
<th>Comments / Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor Cost (2008 rates)</td>
<td>Subcontract</td>
<td>ODC's</td>
</tr>
<tr>
<td>Geotechnical Evaluations</td>
<td></td>
<td>$64,068</td>
<td>$1,006</td>
<td>$65,064</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bear River Setback Levee</td>
<td>451</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feather River Levees - Segments 1 and 3</td>
<td>556</td>
<td>$77,880</td>
<td>$1,006</td>
<td>$78,880</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feather River Setback Levee</td>
<td>185</td>
<td>$28,104</td>
<td>$500</td>
<td>$28,604</td>
</tr>
<tr>
<td>Design Report Addendums</td>
<td>270</td>
<td>$34,278</td>
<td>$4,640</td>
<td>$38,918</td>
</tr>
<tr>
<td></td>
<td>Sub-Total, Geotechnical Evaluations</td>
<td>$204,330</td>
<td>$0</td>
<td>$204,330</td>
</tr>
<tr>
<td>Levee Penetations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation of Penetrations</td>
<td>24</td>
<td>$3,492</td>
<td>$200</td>
<td>$3,692</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Geophysical Investigation for unknown penetrations</td>
<td>40</td>
<td>$5,472</td>
<td>$36,500</td>
<td>$42,372</td>
</tr>
<tr>
<td>Allowance for investigation of anomalies</td>
<td>60</td>
<td>$11,420</td>
<td>$5,000</td>
<td>$16,420</td>
</tr>
<tr>
<td>Prepare Memorandum</td>
<td>15</td>
<td>$2,548</td>
<td>$200</td>
<td>$2,748</td>
</tr>
<tr>
<td>Sub-Total, Penetrations</td>
<td>184</td>
<td>$26,424</td>
<td>$41,500</td>
<td>$67,924</td>
</tr>
<tr>
<td>Levee Closures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation of Closures</td>
<td>24</td>
<td>$3,492</td>
<td>$200</td>
<td>$3,692</td>
</tr>
<tr>
<td>Prepare Memorandum</td>
<td>10</td>
<td>$2,548</td>
<td>$200</td>
<td>$2,748</td>
</tr>
<tr>
<td>Sub-Total, Closures</td>
<td>40</td>
<td>$6,040</td>
<td>$0</td>
<td>$6,040</td>
</tr>
<tr>
<td>Meetings</td>
<td>32</td>
<td>$6,416</td>
<td>$500</td>
<td>$6,916</td>
</tr>
<tr>
<td>Support TRLIA in Preparing 200-yr Certification Report</td>
<td>120</td>
<td>$20,760</td>
<td></td>
<td>$20,760</td>
</tr>
<tr>
<td>Total</td>
<td>1838</td>
<td>$263,970</td>
<td>$41,500</td>
<td>$305,470</td>
</tr>
</tbody>
</table>
Attachment 2

MBK Memorandum - RD 784 Levee System
Approach to Provide a Compliance Determination for
200-Year Flood Protection for RD 784 for Senate Bill 5
RD 784 Levee System
Approach to Provide a Compliance Determination for
200-Year Flood Protection for RD 784 for Senate Bill 5

TRL1A has certified the RD 784 Levee System to FEMA for the 100-year flood. However, TRL1A 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 TRL1A 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/cvfrmp/.

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 TRL1A 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 run-up. 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
Attachment 3

2008 GEI Fee Schedule
FEE SCHEDULE

<table>
<thead>
<tr>
<th>Personnel Category</th>
<th>Hourly Billing Rate $ per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Professional – Grade 1</td>
<td>$ 86</td>
</tr>
<tr>
<td>Staff Professional – Grade 2</td>
<td>$ 96</td>
</tr>
<tr>
<td>Project Professional – Grade 3</td>
<td>$106</td>
</tr>
<tr>
<td>Project Professional – Grade 4</td>
<td>$118</td>
</tr>
<tr>
<td>Senior Professional – Grade 5</td>
<td>$140</td>
</tr>
<tr>
<td>Senior Professional – Grade 6</td>
<td>$160</td>
</tr>
<tr>
<td>Senior Professional – Grade 7</td>
<td>$189</td>
</tr>
<tr>
<td>Senior Consultant – Grade 8</td>
<td>$212</td>
</tr>
<tr>
<td>Senior Consultant – Grade 9</td>
<td>$261</td>
</tr>
<tr>
<td>Senior Principal</td>
<td>$315</td>
</tr>
<tr>
<td>Senior CADD Drafter and Designer</td>
<td>$106</td>
</tr>
<tr>
<td>CADD Drafter / Designer and Senior Technician</td>
<td>$ 96</td>
</tr>
<tr>
<td>Technician, Word Processor, Administrative Staff</td>
<td>$ 78</td>
</tr>
<tr>
<td>Office Aide</td>
<td>$ 62</td>
</tr>
</tbody>
</table>

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 3% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the date of the contract.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 10% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for CADD and Specialized Technical Computer Programs – Computer usage for CADD and specialized technical programs will be billed at a flat rate of $10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.
MEMORANDUM

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director  
        Doug Handen, Construction Manager

SUBJECT: Subcontracting with River Partners for Feather Floodway Corridor Grant Processing and construction of the portion of the proposed improvements, subject to obtaining funding.

TRLIA has selected River Partners to assist in the preparation of the Grant application for the above referenced project. River Partners is providing the application services at no cost to TRLIA.

If TRLIA is successful in obtaining the grant funding, TRLIA has committed to subcontract with River Partners to perform primarily planting, irrigation, and maintenance and monitoring work described in the application.

TRLIA has selected River Partners for the following reasons:

1. TRLIA has conducted “Request for Qualification” processes for 1) The Bear Setback Reclamation Project and 2) The Feather River Setback Planting Project. Each time a panel and observers comprised of TRLIA staff, Biological Consultants, and State employees have selected River Partners as the best candidate for the project.

2. River Partners has an inventory from the Feather River Watershed that could provide the estimated 180,000 plants necessary for the habitat restoration component of the Feather River Floodway Corridor Project.

3. River Partners has over 13 years of experience in floodway projects that are extremely similar to the work to be described in the grant application.

4. River Partners has successfully participated in preparing and obtaining grant funding for similar projects.
5. River Partners has successfully completed restoration and mitigation planting projects for TRLIA. The work has been performed on schedule and under the terms of the contract.

6. River Partners has outstanding relationships and reputation with the following agencies that will be associated with the proposed work:

   i. State Department of Fish and Game
   ii. State Department of Water Resources
   iii. Army Corps of Engineers
   iv. Fish and Wildlife Service

7. River Partners affiliation with the project will be essential in obtaining support from the following entities:

   i. Lower Feather River Corridor Management Working Group
   ii. FloodSafe Environmental Stewardship &. Statewide Resources Office
   iii. Riparian Habitat Joint Venture

8. TRLIA has concluded that no formal bidding process is required because Rivers Partners and its work under this arrangement would qualify as professional environmental services as distinct from those construction services requiring bidding.

This memorandum had been reviewed and approved by TRLIA’s General Counsel as evidenced by the attached email message on this subject.

Attachment: Email from Scott Shapiro, Downey Brand, 4/27/11
Yes. I have just returned from vacation and have reviewed this. I would also request an additional item which reads as follows:

TRLIA has concluded that no formal bidding process is required because Rivers Partners and its work under this arrangement would qualify as professional environmental services as distinct from those construction services requiring bidding.

From: Brunner, Paul [mailto:PBrunner@CO.YUBA.CA.US]
Sent: Monday, April 18, 2011 1:16 PM
To: Shapiro, Scott
Cc: Doug Handen
Subject: FW: Feather EIP Floodway Corridor Funding Application

Scott – as we discussed previously, we have listed River Partners as a partner in this effort and as the future Restoration contractor should we receive the grant funding. Doug prepared the attached memo to support this action. Does this approach work for TRLIA?

Thanks, Paul

Paul G. Brunner
Executive Director
Three Rivers Levee Improvement Authority
530-749-5679 (office)
916-765-4981 (cell)

From: Brunner, Paul
Sent: Friday, April 15, 2011 1:15 PM
To: ‘Shapiro, Scott'; 'Seth Wurzel'; 'Larry Dacus'; Bob Morrison
Cc: Doug Handen; Reinhardt, Ric (mbkengineers)
Subject: Feather EIP Floodway Corridor Funding Application

Hi all – I have placed the Draft Final Feather EIP Floodway Corridor Funding Application on the TRLIA FTP site. The file is 17 meg so I could not e-mail. A large part of the file are attachments that you probably have seen before. Please review the draft application. I hope to submit the application next by next Weds/Thurs.

Thanks, Paul

Paul G. Brunner
Executive Director
Three Rivers Levee Improvement Authority
530-749-5679 (office)
916-765-4981 (cell)