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  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.

III  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 January 17, 2012.

B. Approve Amendment 1 to agreement with Bender Rosenthal, Inc, for a date extension of December 31, 2013 and authorize the Executive Director to execute same.

C. Adopt resolution approving Yuba Feather Flood Protection Project Application for Proposition 13 funding.

D. Approve Amendment No. 3 to agreement with Floyd Communications in the amount of $58,000 and authorize the Executive Director to execute same.

E. Approve River Partners Contract Change Order No. 3 for the Feather River Levee Setback for an additional two years of maintenance and monitoring of the Feather River Elderberry Transplant site and authorize the Executive Director to execute same.

F. Approve Amendment No. 3 to agreement with River Partners in the amount of $116,000 for maintenance and monitoring of the Bear River Set Back Levee and authorize the Executive Director to execute same.

IV  ACTION ITEMS

A. Approve Modification No. 4 Magnus Pacific contract in the amount of $226,030.62 and authorize the Executive Director to execute upon review and approval of Counsel.

V  BOARD AND STAFF MEMBERS’ REPORTS

A. Summary of Construction Change Orders below $210,000 and above $25,000

B. Independent Audit FY 10/11 Revised Wording

C. Other Reports
VI  CLOSED SESSION:

A. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/McElhern/Morrison; Terms of Payment; Regarding Upper Yuba Levee Improvement Project:
   · APN 018-210-014 - Wilke
   · Property bordered to north by APN 018-150-032 and to south by APN 018-150-035/Unknown APN and Owner
   · APN 021-042-027/Humam El Sharif
   · APN 021-041-006/Willis
   · APNs 018-150-035 and 018-190-104/Barker

B. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/McElhern/Morrison; Terms of Payment; Regarding Segment 2 of the Feather River Levee Repair Project: APN 014-250-027 and 014-250-028 - OXY USA, Inc.

C. Pending litigation pursuant to Government Code section 54956.9 (a) - Luis - YCSCCVED 10-0000903; Bains - YCSCCVED 10-0000977

D. Conference with Real Estate Property Negotiators pursuant to Government Code §54956.8 - Property 014-360-011, 013; Negotiating parties: TRLIA/McElhern/Bob Morrison; Terms of Payment

VII  ADJOURN

The complete agenda is available at the Yuba County Government Center, 915 8th Street, Suite 109 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 less than 72 hours prior to the meeting is available at Suite 109 during normal business hours. In compliance with the Americans 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.
A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 2:02 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Assistant Counsel Andrea Clark, and Clerk of the Board of Supervisors/Secretary Donna 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 Consent Agenda MOVED: Jerry Crippen SECOND: John Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

A. Approve minutes of the meetings of January 3 and 10, 2012. Approved as written.

B. Approve Amendment 2 to agreement with David T. Williams and Associates, Engineers, LLC, Donald H. Babbitt, and AMEC Geomatrix, Inc. for Board of Senior Consultant Engineering services and authorize the Executive Director to execute same. Approved.

C. Approve Amendment 3 to agreement with CTA Engineering and Surveying for engineering services and authorize the Executive Director to execute same. Approved.

IV ACTION ITEMS

A. Approve Amendment 2 to agreement with MHM Inc. in the amount of $30,000 for engineering and surveying services and authorize the Executive Director to execute same. Executive Director Paul Brunner briefly recapped amendment.

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

B. Approve Addendum to Yuba River Levee Repair Project Phase I, II, and IV Initial Studies/Mitigated Negative Declarations and authorize the Executive Director to file Notice of Determination. Executive Director Paul Brunner briefly recapped the changes and need for an addendum.
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

C. Approve selection of AECOM as most qualified contractor for environmental consultant for Goldfields Analysis, authorize the Executive Director to negotiate agreement in an amount not to exceed $100,000, and to execute same upon review and approval of Counsel. Executive Director Paul Brunner recapped the selection process, services, costs, and responded to Board inquiries.

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

V BOARD AND STAFF MEMBERS' REPORTS: The following reports were received:

Right of Way Manager Bob Morrison: Right-of-way efforts along Yuba River associated with Shad Road

Executive Director Paul Brunner:
- Community meeting regarding encroachment along Feather River access and supporting 20 foot fence along corridor line
- Audit clarifications for 2010-2011
- Status of KVIE documentary
- Proposition 13 funds for Goldfields project

VI CLOSED SESSION: The Board retired into closed session at 2:49 p.m. to discuss the following:

Conference with real estate negotiators pursuant to Government Code §54956.8 – Property: APN 014-360-011, Negotiating Parties: TLRIA/Max Steinheimer/Bob Morrison

The Board returned from closed session at 3:12 p.m. There was no report.

VII ADJOURN: 3:12 p.m. by Chair Griego.

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

Approved:

01/17/12 – TRLIA
February 7, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Consider Contractual Amendment 10 with Bender Rosenthal, Inc. (BRI) for various TRLIA Projects requiring Right of Way Services

**Recommended Action**
Approve Amendment 10 extending the termination date of the existing contract with BRI to December 31, 2013 (Attached) for the EIP Upper Yuba Levee Improvement Project (UYLIP), Feather River Levee EIP Segments 1 & 3, and Prior Levee Work (WPIC, Upper Bear, and Yuba River Levee from Hwy 70 to Simpson Lane) for Right of Way Services associated with acquisition of toe access corridors and authorize Executive Director to sign.

**Discussion**
Bender Rosenthal, Inc.’s contract with the TRLIA expired on December 31, 2011. The purpose of this amendment is to extend the contract date to December 31, 2013 to cover Right of Way consultant services required on the EIP UYLIP, Feather River Levee EIP Segments 1 & 3, and Prior Levee Work (WPIC, Upper Bear, and Yuba River Levee from Hwy 70 to Simpson Lane) required by Central Valley Flood Protection Board (CVFPB) encroachment permits and new DWR interim levee criteria.

**Fiscal Impact**
No fiscal impact as the amendment is a date extension only.

Attachment:
  Proposed Amendment 10
TENTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
BENDER ROSENTHAL, INC.

THIS TENTH AMENDATORY AGREEMENT is made and entered into this _________ day of February 2012 by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA"), a Joint Powers Authority, and BENDER ROSENTHAL, INC. ("CONSULTANT")

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide basic services dated March 1, 2005, ("AGREEMENT");

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement, to provide basic services dated March 1, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the second Amendatory Agreement to provide basic services dated May 16, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the third Amendatory Agreement to provide basic services dated September 26, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the fourth Amendatory Agreement to provide basic services dated January 16, 2007.

WHEREAS, TRLIA and CONSULTANT entered into the fifth Amendatory Agreement to provide basic services dated February 6, 2007.

WHEREAS, TRLIA and CONSULTANT entered into the sixth Amendatory Agreement to provide basic services dated March 27, 2007.

WHEREAS, TRLIA and CONSULTANT entered into the seventh Amendatory Agreement to provide basic services dated August 19, 2008.

WHEREAS, TRLIA and CONSULTANT entered into the eighth Amendatory Agreement to provide basic services dated June 16, 2009.

WHEREAS, TRLIA and CONSULTANT entered in the ninth Amendatory Agreement to provide basic services dated February 15, 2011.

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

WHEREAS, TRLIA and CONSULTANT desire to amend the Agreement:
NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Article 2 of the AGREEMENT shall be revised to extend the Termination Date of the agreement to December 31, 2013.

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

This Amendatory agreement is hereby executed on this _____ day of February 2011.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: __________________________
   Paul G. Brunner, Executive Director

BENDER ROSENTHAL, INC.

BY: __________________________
   Bob Morrison, Vice-President

APPROVED AS TO FORM:

SCOTT L. SHAPIRO
TRLIA, General Counsel
February 7, 2012

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director  
SUBJECT: Proposition 13 Funding for the Goldfields High Ground Feasibility Project

**Recommended Action:**  
Approve attached Resolution by the Board of Directors of Three Rivers Levee Improvement Authority authorizing application for funding for the Goldfields High Ground Feasibility project, and authorizing Executive Director Paul Brunner to prepare the necessary data, make investigations, sign certifications required as part of the application, and sign and file the application with the Department of Water Resources for Proposition 13 funding.

**Background:**  
TRLIA has performed a hydraulic analysis of the Goldfields which has identified a greater flood risk than historically recognized. To reduce this risk for the coming flood season, the Board approved contracts with Western Aggregates and Cal Sierra Development to construct embankments at critical locations in the Goldfields. There remains a need to do additional geotechnical evaluations to verify that these constructed embankments are adequate to withstand the expected hydraulic loads and to evaluate the Yuba South Training Wall and existing tailing mounds within the Goldfields to determine their ability to withstand hydraulic loads from the 100 and 200-year flood events. This evaluation is necessary to provide certification of flood protection from the Goldfields to FEMA for the 100-year flood and eventually 200-year flood protection determination to the State.

TRLIA submitted an application for funding of this project under Proposition 84. In discussions with DWR, however, it became clear that funds left over from Proposition 13 (Yuba Feather Flood Protection Project) may make more sense for funding of this project.

As part of the grant proposal requirements under Proposition 13, applicants must approve a resolution authorizing the applicant to file the application with the Department of Water Resources.

**Attachment:**

- Proposed Resolution
RESOLUTION NO. 2012-__

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPROVING THE
APPLICATION FOR GRANT FUNDS FROM THE YUBA FEATHER FLOOD PROTECTION
PROGRAM UNDER THE SAFE DRINKING WATER, CLEAN WATER, WATERSHED
PROTECTION, AND FLOOD PROTECTION ACT (PROPOSITION 13)

WHEREAS, the Three Rivers Levee Improvement Authority (TRLIA or the Applicant), a joint
exercise of powers authority of which the County of Yuba (the "County") and Reclamation District 784
("RD 784") are members, intends to conduct geotechnical studies (the "Goldfields High Ground
Feasibility Project") in order to evaluate protection of the Yuba Goldfields area from a 100-year flow and
to identify actions necessary to meet State requirements for providing 200-year flood protection to the RD
784 area; and

WHEREAS, TRLIA wishes to seek funding for its Goldfields High Ground Feasibility Project
through DWR's Yuba Feather Flood Protection Program; and

WHEREAS, TRLIA, if selected as a grantee under this program, will enter into an agreement
with the State of California to carry out its Goldfields High Ground Feasibility Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Three Rivers
Levee Improvement Authority that pursuant to and subject to all of the terms and provisions of the
California Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act,
application by this agency be made to the California Department of Water Resources to obtain a
feasibility study grant. The Executive Director is hereby authorized and directed to prepare the necessary
data, make investigations, sign, and file such application with the California Department of Water
Resources.

* * * * * *

PASSED AND ADOPTED this 7th day of February, 2012, by the Board of Three Rivers Levee
Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Chairperson

ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD

APPROVED AS TO FORM:

__________________________
Scott L. Shapiro, General Counsel, TRLIA
February 7, 2012

TO: Three Rivers Levee Improvement Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Consider Approving Amendment No. 3 to Existing Contract with Kim Floyd Communications for Public Outreach Activities

Recommended Action:
Approve Amendment No. 3 to the current Kim Floyd Communications contract in the amount of $58,000, extend the date for public outreach services through December 31, 2013, and authorize Executive Director to execute upon review and approval of General Counsel.

Discussion:
Ms. Floyd has been the primary and key representative for all the TRLIA outreach activities since early 2007. Among her contract tasks, she maintains the project hotline; provides valuable information on flood insurance to property owners; prepares TRLIA outreach materials (e.g. Quarterly Newsletter, presentation materials, fact sheets, and maps); facilitates media relations; maintains the project website; attends community events to provide project information, organizes special events; and, provides strategic communications consulting for key issues.

On August 17, 2009, TRLIA Executive Director awarded a Public Outreach contract to Kim Floyd Communications in the amount of $49,950. The scope and dollar value of the original contract was not sufficient to cover the level of effort needed to accomplish a successful quality outreach program through the completion of the Upper Yuba Levee Improvement Project, which is now anticipated to be completed in 2012.

Amendment No. 1 for $165,050 was approved on November 17, 2010, bringing the total contract value to $215,000. That contract terminated on December 31, 2010. Amendment No. 2, approved by the Board on November 16, 2010, extended the contract termination date to December 31, 2011, but did not increase the total contract value. As of December 2012, total expenditures under the contract were $150,582.50.

Amendment No. 3 would add $58,000 to the total contract value, increasing the total contract value to $273,000, and provide for public outreach services through the end of 2013. Focus will be placed on communications related to the completion of the UYLIP, and ongoing work in the Gold Fields. Tasks will include:

- Design, production and distribution of two newsletters
- Reproduction and distribution of TRLIA documentary
• Design and production of updated program brochure
• Levee tours
• Media relations
• Speakers' Bureau
• Website updates/maintenance
• Small group meetings
• Strategic counsel
• Hotline management

**Fiscal Impact:**
This is a time and material contract and can be terminated at any time, with TRLIA only being obligated to pay for the work completed up to the time of termination.

Attachments:
1. Amendment No. 3 and Scope of Work dated February 7, 2012
THIRD AMENDMENT TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND KIM FLOYD COMMUNICATIONS

THIS THIRD AMENDATORY AGREEMENT is made and entered into this ___ day of February 2012, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, (“TRLIA”) and Kim Floyd Communications (“CONSULTANT”).

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Professional Services dated August 17, 2009 (“AGREEMENT”); and

WHEREAS, a FIRST AMENDATORY AGREEMENT executed November 17, 2009, amended the Agreement to increase the maximum not to exceed contract fee by $165,050, for a total contract amount of $215,000; and

WHEREAS, A SECOND AMENDATORY AGREEMENT executed November 16, 2010 amended the Agreement to extend the date to December 31, 2011; and

WHEREAS, TRLIA and CONSULTANT desire to further amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. The scope of services (Attachment A to the Agreement) is amended to expand the scope of work as describe in a new scope of work dated February 7, 2012(Appendix A).

2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended to include the additional amount of $58,000 for a total contract amount of $273,000.

3. The termination of the Agreement is extended to December 31, 2013.

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

This AMENDED AGREEMENT is hereby executed on this ___ day of February 2012.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

KIM FLOYD COMMUNICATIONS

BY: __________________________
    Executive Director

BY: __________________________
    Kim Floyd

ATTEST:
DONNA STOTTERMeyer, SECRETARY

APPROVED AS TO FORM:
THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY, GENERAL COUNSEL

[Signature]
Kim Floyd Communications
Three Rivers Levee Improvement Authority
Public Outreach Scope
02.07.12

Kim Floyd Communications will continue to provide Public Outreach services for the Three Rivers Levee Improvement Authority through December 2013. Tasks are proposed to include, but are not limited to the following:

Project Newsletter
Develop content and design for two TRLIA newsletters for property owners within the project area. Assumes client will cover direct costs associated with printing and mailing.

Deliverables
- Content and design for two newsletter
- Includes coordination for production (printing) and mailing

Website
The program website, which focuses on construction projects, will be continuously maintained throughout the life of the project. Construction progress updates will be organized and posted, and all current news will be posted in a timely fashion. A new page will be created for the Gold Fields to host general information on the project, construction updates, news and announcements, and other information as appropriate.

Deliverables
- Ongoing maintenance of construction website
- Graphic design services for maps and project pages
- Direct costs include website domain name and hosting fees

Project Hotline
The 24/7 project hotline will be continuously maintained, to include updates to call logs and facilitation of follow up with concerned stakeholders. Annual cost for renewal of hotline service is included in the scope of this contract.

Deliverables
- Response and follow up to calls on project hotline
- Direct costs include annual hotline renewal fee

Stakeholder Outreach
Outreach to the community has been a strong focus for TRLIA. It is time for TRLIA to return to some of the civic, business, and other community groups to which it has previously presented to provide an update on the status of the program. The consultant will identify opportunities for and schedule speaking engagements before local civic and business community organizations, with a goal of providing updates on the status of the Gold Fields and FEMA accreditation. Other stakeholder/community meetings or events at which attendance would be beneficial for
disseminating project information will be identified. In addition, this task will cover periodic levee
tours for key decision makers and the general community.

**Deliverables**
- Identify and schedule speaking engagements (up to 8 per year)
- Schedule and coordination of levee tours (up to four per year)
- Recognize and encourage opportunities for small-group community meetings (up to 8 per
  year)

**Miscellaneous Outreach Materials**
The consultant will coordinate the plan for distributing TRLIA’s documentary. It is recommended
that a DVD copy be sent to every property owner with TRLIA’s assessment district. The cost to
duplicate and mail the DVDs is included in the budget.

Additionally, the consultant will coordinate the design and production of an updated program
brochure. This task will also cover the development and reproduction of additional handouts, fact
sheets, fliers, and presentation materials, as needed.

**Deliverables**
- Coordinate the reproduction and distribution of up to 10,000 DVDs
- Design and production of updated program brochure (2,500 copies)
- Design and production of handouts, fact sheets, fliers, powerpoints, etc. (up to 10 per year)

**Media Relations**
Media relations will be conducted to share significant information about project milestones and
other news. This task includes the development and distribution of media releases and advisories,
coordination of briefings and media tours, and follow up to ensure information is effectively
communicated.

**Deliverables**
- Drafting and distribution of opinion editorials, media releases, and media advisories (up to 6
  per year)
- Coordination and assistance with media tours and briefings (up to 6 per year)
- Tracking of all media coverage for accuracy

**Strategic Counsel**
A number of issues arise throughout the course of the program that requires input and strategic
counsel from a public outreach perspective. The consultant, upon request or through identified
need, will work with the Authority to ensure that information about the program is being accurately
relayed to and portrayed to the community.

**Team/Board Meetings**
Team and Board meetings will be attended as needed throughout the course of the contract term.
This provides an opportunity for the timely sharing of questions, concerns and progress updates.

**Deliverables**
APPENDIX A

• Attend meetings in person or by teleconference, as directed by the client
• Attend Board meetings, as directed by the client

Incidentals
Incidental costs, such as postage, copies, faxes, mileage, courier services, etc., will be billed as they are accrued. Only those incidental costs actually incurred will be billed.
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**GRAND TOTAL**

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<th>2012 Rates:</th>
<th>$100</th>
<th>$50</th>
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<th>Direct Costs</th>
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<td>0.00</td>
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</table>
February 7, 2012

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

SUBJECT: Feather River Setback Area  
Change Order #3 to River Partners  
Two Year Maintenance and Monitoring of FRET

Recommended Action:

Authorize the Executive Director to amend the Feather River Setback Mitigation and Planting (FRSMP) Project agreement with River Partners to include additional costs related to maintenance and monitoring of the Feather River Elderberry Transplant (FRET) project and to sign the Change Order No. 3 (attached) in the amount of $42,123.00.

Background:

TRLIA entered into an agreement with River Partners on August 25, 2008, to create the Feather River Elderberry Transplant (FRET) site. The FRET has been created and this contract expired at the end of 2011. Per the 404 permit Biological Opinion TRLIA still several more years of monitoring at the FRET that needs to be done.

TRLIA also entered into an agreement with River Partners, on July 15, 2010, to perform the Feather River Setback Mitigation and Planting (FRSMP) Project. River Partners has completed the planting of the following FRSMP that includes the Flood Plain Swale, Messick Lake, Cultural Site, and Wind-Wave Buffer planting areas. The Wind-Wave Buffer planting includes a strip of land on the waterside of the Feather River Setback levee that is 100 feet wide and runs parallel to the levee from 50 feet to 150 feet from the levee toe. The FRSMP contract expires on December 31, 2013.

Discussion:

The FRET project and related contract have been closed out after successful completion of the installation and initial 4 years of monitoring. Because the FRET project was also installed by River Partners and is now closed out, TRLIA desires to include the additional required maintenance and monitoring in the ongoing FRSMP contract. The conditions of the Corps 404 permit for the FRET require up to 10 years of monitoring. The current proposal from River Partners includes two additional years of maintenance and monitoring (CY 2012 and 2013) after these two years are completed, River Partners and TRLIA staff will work with the environmental regulators to obtain concurrence that no additional monitoring or maintenance is required and the FRET project and related permits may be “closed out”.

The amount of the original FRSMP contract and prior change orders is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$1,199,747.00</td>
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<tr>
<td>Change Order 1 (phasing)</td>
<td>$35,560.80</td>
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<tr>
<td>Change Order 2 (high water repairs)</td>
<td>$46,208.00</td>
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<tr>
<td>Total Contract to date</td>
<td>$1,281,515.80</td>
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<tr>
<td>Change Order 3 (proposed FRET)</td>
<td>$42,123.00</td>
</tr>
<tr>
<td>Proposed revised contract total</td>
<td>$1,323,638.80</td>
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**Fiscal Impact:**
The contract amendment would increase the existing contract by $43,123.00 to a maximum amount not exceeding a total contract of $1,323,638.80. This change order is covered by the Feather River EIP funding agreement and is fully funded.

**Attachment:**
1. River Partners Change Order No. 3
Change Order

Date: 12/29/2011

Owner: Three Rivers Levee Improvement Authority

Contractor: River Partners

Project name: Feather River Setback Mitigation & Planting

Change order number: 3

Original contract date: 7-15-10

1. Two additional years of routine maintenance including weed control activities such as mowing and herbicide application, as well as timely irrigation events.
2. Annual monitoring and reporting of the entire project area in accordance with USFWS guidelines.
3. At the end of the 2nd year, River Partners will work with TRLIA to seek early acceptance of the mitigation area based on success (vegetation establishment and VELB observances) and 5 years of continuous monitoring and maintenance.

*Two additional years of routine maintenance covers the time period from December 2011 to December 2013

$ 42,123.00

The original contract sum was:

Net amount of previous change orders:
$ 81,768.80

Total original contract amount plus or minus net change orders:
$ 1,281,515.80

Total amount of this change order:
$ 42,123.00

The new contract amount including this change order will be:
$ 1,323,638.80

The contract time will be changed by the following number of days:
( 0 ) Days

Contractor:
John Carlon, President, River Partners
Contractor's Representative
580 Vallombrosa Ave.
Address
Chico, CA 95926
City, State, Zip
Date
Signature

Owner:
Paul Brunner, Executive Director, TRLIA
Name
1114 Yuba Street
Address
Marysville, CA 95901
City, State, Zip
Date
Signature
Feather River Setback Mitigation Project  
Change Order #3  
Scope of Work

To date, River Partners has installed for TRLIA 8,000 blue elderberry (*Sambucus mexicana*) and associate plants as per the U.S. Fish and Wildlife Service’s *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* at the Feather River Elderberry Mitigation Area. In October 2011, approximately 550 of these associate plantings, which represent 7% of the total plantings, were installed within six acres on the northern portion of the project area to fulfill TRLIA’s mitigation requirements. The transplant and restoration measures completed by TRLIA meet and exceed mitigation requirements set forth by the Service. Survivorship of the associate plantings is currently at 83% which is well above the 60% requirement. Moreover, River Partners staff has documented three Valley Elderberry Longhorn Beetles, as well as several new exit holes, during shrub monitoring within the first three years of the project.

To assist TRLIA in building upon their successes and meet their mitigation obligations, River Partners proposes the following:

- Two additional years of routine maintenance including weed control activities such as mowing and herbicide application, as well as timely irrigation events would greatly increase the survivorship, stature, and sustainability of the recent plantings.
- Annual monitoring and reporting of the entire project area in accordance with USFWS guidelines.
- At the end of the 2nd year, River Partners will work with TRLIA to seek early acceptance of the mitigation area based on success (vegetation establishment and VELB observances) and 5 years of continuous monitoring and maintenance.
February 7, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Doug Handen, Construction Manager
SUBJECT: Bear River Levee Setback
         Two additional One-year Extensions of Maintenance and Monitoring of the
         Bear River Setback Restoration Area

Recommended Action:
Approve a $116,000 contract Amendment No. 3 (attached) with River Partners for additional
maintenance and monitoring services for the Bear River Setback Restoration area and authorize
Executive Director to sign and execute upon review of General Counsel.

Background:
TRLIA entered into an agreement with River Partners, on September 12, 2006, to construct the
Bear River Restoration Area. The agreement included four phases of work and was followed by
Amendment 1 of the agreement. In February of 2011, TRLIA approved Amendment 2 of the
agreement with River Partners to include Monitoring and Maintenance of the Restoration Area
for the time period of November 2009 through February 2011.

The restoration of the Bear River Setback area was completed in accordance with the conditions
provided to TRLIA under the California Endangered Species Act, Section 2081 Permit, and the
U.S. Army Corps of Engineers, Section 404 of the Clean Water Act, and the Biological Opinion
for this project.

One of the conditions of the Corps 404 permit and USFS incidental take authorization is for
TRLIA to establish an endowment for the long term maintenance of the Bear River Restoration
Area. Once established the endowment would after 1 to 1 and a half years (dependent on interest
rate) be able to provide continuous yearly funding for the long term maintenance. To establish an
endowment requires that the future state owner identify a third party land manager. Since the
state has not been able to work out which state agency will manage the land; they have not
identified the third party land manager. In 2006 TRLIA estimated the cost of this endowment to
be approximately $2 million. TRLIA set aside this amount of money for the Bear River
endowment a few years ago, but the available interest rates have been very low so the anticipated
growth in funds has not occurred. Once the endowment is established it will take months before
the endowment will be able to fund the third party manager.

TRLIA is required to turn the property over to a state agency, the likely candidate being the
Department of Fish and Game because of the influx of Proposition 13 funds to the Bear project.
Discussions with the state have been ongoing and TRLIA staff is working to resolve the land
transfer issues with the state.
**Discussion:**
TRLIA's proposed interim solution is to continue managing and monitoring the property per conditions of the state and federal permits until the land is transferred to the state, third party land manager is identified, and the endowment is ready to be used.

River Partners has completed four years of maintenance and monitoring of the Bear River Restoration Area. The 404 Permit and incidental take authorization include the following maintenance and monitoring requirements:

*Years 1-3*  
irrigate and maintain plantings, vegetation and hydrology monitoring, weeding, reseeding/replanting if necessary, mowing grassland area, debris and trash removal and other maintenance, documentation and reporting

*Years 4-10*  
vegetation and hydrology monitoring, weeding, reseeding/replanting if necessary, mowing grassland area, debris and trash removal and other maintenance, documentation and reporting

*Year 10+*  
mowing grassland area, debris and trash removal and other maintenance

TRLIA is currently working with the State Departments of Fish and Game and Water Resources on real estate transfer and funding options that will address the future year and long term permit requirements. TRLIA does not anticipate having agreements in place with these agencies for the next year.

River Partners has provided the attached proposal in the amount of $116,000 to cover the sixth and seventh years of monitoring as required by the permit. The proposal covers the time period including March 2012 through February 2014. The proposed amendment is subject to the terms and conditions of the original agreement for this project. The original agreement allows for TRLIA to terminate this contract upon providing 30 days notice. In the event a State agency takes over ownership of the property and project and does not wish to retain River Partners, the agreement may be terminated for the cost of the work performed to date.

**Summary of Agreements with River Partners related to the Bear River Restoration Area:**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Phase 1</td>
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<td>Amendment 3</td>
<td>$116,000 (proposed)</td>
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<td>Total</td>
<td>$4,727,941</td>
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**Fiscal Impact:**
The cost to do this work is paid for totally via local funding. Local funds from prior year funding are available.

**Attachments:**
1. Contract Amendment 3 and Scope of Services dated February 2012
THIRD AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND RIVER PARTNERS

THIS THIRD AMENDATORY AGREEMENT is made and entered into this _____ day of _____2012, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and River Partners ("CONTRACTOR").

RECITALS:

WHEREAS, TRLIA and CONTRACTOR entered into an agreement to provide Professional Services dated September 12, 2006 ("AGREEMENT");

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

WHEREAS, TRLIA and CONTRACTOR desire to amend the AGREEMENT.

NOW, THEREFORE, TRLIA and CONTRACTOR agree as follows:

1. Amendment to Agreement. The Professional Services Agreement is hereby amended as follows:

1.1 The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and River Partners, dated September 12, 2006) is amended to expand the scope of work as described in a new scope of work dated February, 2012 (Exhibit A), to address the continuation of management and monitoring services on the Bear River setback property.

1.2 The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment C) are amended by the attached Exhibit B to include the additional amount of $116,000.00 for a total contract amount of $4,727,941.00.

1.3 The termination date is extended to February 28, 2014.

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

This AMENDED AGREEMENT is hereby executed on this _____ day of _____ 2012.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: ________________________________
    Paul G. Brunner
    Executive Director

CONTRACTOR

BY: ________________________________
    John Carlon, President, River Partners

ATTEST:
DONNA STOTTMEMEYER
SECRETARY

APPROVED AS TO FORM:

Scott L. Shapiro, General Counsel, TRLIA
River Partners shall furnish all labor, materials, equipment and services for monitoring and maintaining the 639 acres of riparian and upland habitats and mitigation features associated with the Bear River Setback Levee Project located south of Marysville, California. Monitoring and maintenance activities will occur for the period of March 2012 to February 2014. Individual tasks are listed below in summary fashion.

**Task 1: Maintenance of Management Units**

Maintenance activities are defined for the following management units within the Bear River setback area to ensure the proper hydraulic functioning of the setback area; maintain high-quality habitat values consistent with regulatory and resource agency agreements; and meet requirements for protecting mitigation features:

1) Riparian Restoration Areas  
2) Mitigation Areas  
3) Floodplain Swale and Adjacent Floodplain  
4) Low Hydraulic Roughness Areas

All wages for covered work onsite will be paid under the Landscape Maintenance Laborer determination issued by the department of industrial relations.

Riparian restoration will be spot sprayed to reduce weeds. Aggressive, non-native invasive weed species will be removed each spring through focused chemical control.

The floodplain swale may develop dense stands of cottonwood and willow seedlings that may trap sediments that may eventually alter the drainage of the swale. Therefore, some routine annual maintenance of the swale may be necessary. Routine maintenance will be restricted to minor activities to remove debris and fish-passage barriers, such as beaver dams and sediment-trapping vegetation, from the swale. As in the riparian restoration area, mowing and spot spraying with herbicide to kill invasive weed species will be conducted.

Native perennial grasses planted over the entire low hydraulic roughness area are intended to form a dense layer over the soil surface and help to discourage the establishment of woody species. A broadleaf spot herbicide application and mowing during the spring and early summer will discourage small trees and shrub species and allow the native grasses to dominate. After a flood event, all trash and debris shall be removed. Natural debris shall be evaluated to determine if it creates a hazard or inhibits flood conveyance. This activity will only be performed after a ten (10) year flood event or greater and applies only to the low roughness area. If debris removal is needed it will be completed at a time and materials cost, upon written approval from a TRLIA representative.

**Task 2: Monitoring of Corps 404 Mitigation Areas**

River Partners will monitor the mitigation sites’ progress toward meeting the established success criteria for habitat function and value. The monitoring will include both quantitative surveys to check survival and percent cover, and
qualitative surveys for overall condition and success of mitigation efforts. The performance criteria that will be used to determine mitigation area success are shown in Table 1.

The monitoring activities are summarized below:

- Annual general maintenance inspections will be conducted that include the assessment/remedy of any weed, vandalism, or erosion problems and trash removal.
- A monitoring biologist will return to permanent (GPS) photo points to conduct annual qualitative (reconnaissance and photo documentation) inspections.
- A monitoring biologist will conduct annual quantitative inspections (census or permanent plot sampling) to evaluate progression towards meeting the annual performance criteria.
- Monitoring reports will be submitted to the Corps annually by October 1 of each year. 4 Copies will be supplied to TRLIA for distribution by their representative.
- After each flood event that inundates the swale, a biologist will perform a visual survey and photo monitor.
- A biologist will make up to 3-visits a year, when inundation events reach the toe of the levee or when determined by a TRLIA representative that a flood event requires a visual survey and photo monitor.
- If flooding occurs, a letter report to NMFS and DFG summarizing floodplain habitat conditions will be completed by August 1 of each year.

Table 1. Performance Criteria to Measure Emergent Wetlands Mitigation Success, Corps 404 Mitigation Area, Bear River Setback Levee Project.

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<thead>
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<th>Year</th>
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<th>Total Cover (%) of Wetland Indicator Species</th>
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<td>5</td>
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<td>2</td>
<td>75</td>
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<td>25</td>
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<td>10</td>
<td>50</td>
<td>25</td>
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</table>

Task 3: Monitoring of VELB Mitigation Area
A biologist will monitor elderberry transplants and associated native plants within the VELB mitigation area. The population of VELB, the general condition of the mitigation area, and the condition of the elderberry and associated native plantings in the conservation area will be monitored following the survey and monitoring procedures listed in the Conservation Guidelines for the Valley Elderberry Longhorn Beetle (USFWS 1999).

A minimum survival rate of at least 60 percent of the elderberry plants and 60 percent of the associated native plants must be maintained throughout the monitoring period. Within 1 year of discovery that survival has dropped below 60
percent, failed plantings will be replaced to bring survivorship above the success criteria.

Monitoring reports will be submitted annually by December 31 to US Fish and Wildlife Service and Department of Fish and Game.
### Exhibit B

#### Payment Schedule

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<th>Task</th>
<th>Task Description</th>
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<th>Jun-12</th>
<th>Jul-12</th>
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<th>Dec-12</th>
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<td>$10,464</td>
<td>$1,735</td>
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<td>$ -</td>
<td>$3,565</td>
<td>$3,210</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,435</td>
</tr>
<tr>
<td>Riparian restoration and mitigation areas</td>
<td>10,883</td>
<td>2,646</td>
<td>1,815</td>
<td>2,646</td>
<td>-</td>
<td>3,776</td>
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</tr>
<tr>
<td>Floodplain swale and Low Hyd roughness area</td>
<td>$47,811</td>
<td>$14,110</td>
<td>$12,279</td>
<td>$1,735</td>
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<td><strong>Total Bear River O&amp;M</strong></td>
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<td>$5,436</td>
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<td>$2,806</td>
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<td>$2,435</td>
</tr>
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February 7, 2012

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

SUBJECT: Consider Approval of Magnus Pacific Modification of Contract Number 004
Class I Debris Removal

Recommended Action

Approve Modification of Contract 004 to the Magnus Pacific Contract in the amount of
$226,030.62 and authorize the Executive Director to execute same.

Discussion

During the clearing and rough grading operations the contractor, Magnus Pacific, discovered a
"debris pile" buried below the surface of the ground. The debris was found just at the edge of the
landside toe of the existing levee at the eastern boundary of the project. Magnus worked with
HDR/Kleinfelder to remove the debris and stockpile the material in an unused portion of the
borrow site. Kleinfelder subsequently provided laboratory and narrative evaluations and of the
material that revealed that portions of the debris pile included material (soluble copper) that must
be exported to a combination of Class II and III landfills. Kleinfelder has provided a “Stockpile
Management Plan” that includes guidelines for removing the material and additional testing and
observation.

At the October 18, 2011 TRLIA Board Meeting TRLIA staff reported during the HDR contract
amendment agenda item that the estimated volume of material was approximately 900 cubic
yards and that the estimated cost to remove the material would be approximately $200,000.
Originally, the Magnus change order was believed to be approximately $200,000 which is within
the Executive Directors approval authority.

Upon further testing it was determined that the majority* of the stockpile material contained
greater concentrations of soluble copper than originally tested and the pile also contained traces
of lead. The combination of copper and lead necessitated that the majority of the material be
disposed of at a Class I landfill located in Button Willow California. The total volume of
material was less than originally estimated (~650 CY or ~975 tons), however because the
material required Class I disposal the total price exceeded the original estimate. The tonnage of
material was determined by truck tags and scales located at the Class I facility.
The cost for the disposal at $232/ton is $226,030.32. The Executive Director is not authorized to approve contract modifications that exceed $210,000 without prior approval by the TRLIA Board of Directors.

*The modification does not include the cost for the removal and disposal trash, tires, and other non-hazardous debris, that was disposed of at the local Class III landfill. This material was paid for using bid/contract unit pricing of $9.00/Ton

**Fiscal Impact:**

The DWR/TRLIA UYLIP funding agreement precludes this work from being cost shared by the State. Thus, this work will be totally paid for by local dollars. TRLIA legal counsel will attempt to recover this cost from the property owner where the disposal site was located.

TRLIA has notified the owner of the land from which the hazardous debris was generated and is currently seeking reimbursement for the disposal costs as well as other “soft” cost associated with evaluating and managing the disposal of the material. Local funds are available to pay for this change order.

**Attachments:**
1. Proposed Modification of Contract Number 4 to Magnus Pacific Contract
MODIFICATION OF CONTRACT

1. Modification No.: 004
2. Effective Date: January 26, 2012
3. Modification Name: Class I Material Transportation & Disposal
4. Project: TRLIA Phase 4, Yuba River South Levee, Upper Yuba Levee Improvement Project (PLM 2.2 to 6.1/STA 102+00 to 303+59)
5. Contract No.: PH4-2010-01
6. Contractor: Magnus Pacific
   Attn: Sean Rhoads
   3001 Lava Ridge Court, Suite 240
   Roseville, CA 95661
7. Administered By: HDR, Inc
   Attn: Blake Johnson
   2365 Iron Point Road
   Folsom, CA 95630-8709
8. Pursuant to:
   Field instruction pursuant to Section 9 of the General Specifications to order corrections, alternations, additions, modifications, deletions, or other changes as required.
9. Description of Modification:
   Magnus Pacific was directed to perform additional work in association with the above noted Project. These items of work are not a part of the current contract and were coordinated with TRLIA, Doug Handen, and HDR. The descriptions and costs associated with these items of work are as follows:

   **Work Description**

   **ITEM 4.1 – Class I Material Transportation & Disposal**

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<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
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<td>A. Class I Material Transportation and Disposal (11/26/11)</td>
<td>368.73</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Subtotal</strong></td>
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**Summary and Reason for Modification:** During excavation for the seepage berm foundation along the landside of the levee a debris pile was discovered near STA 303+59. The contractor was instructed to pothole the area to determine the extent of the debris. Approximately 975 tons of debris material was uncovered, sorted, and hauled to borrow site area for temporary storage. This material contained high levels of soluble copper. On November 29, 2011, 368.73 tons of the materials were hauled to a Class I landfill site (Clean Harbors Button Willow Facility). On December 12, 2011 605.54 tons of the materials (remainder) were hauled to a Class I landfill site (Clean Harbors Button Willow Facility).

This change was coordinated with TRLIA, Doug Handen, and HDR.
MODIFICATION OF CONTRACT

10. Concurrence:
The adjustment set forth hereinabove shall be final and complete adjustment for costs and/or time required as a result of the “CHANGES IN SERVICES” defined in Item 9.

OWNER'S REPRESENTATIVE DATE CONTRACTOR'S REPRESENTATIVE DATE

NAME & TITLE OF SIGNER DATE NAME & TITLE OF SIGNER DATE

MR. BLAKE JOHNSON HDR MR. SEAN RHOADS MAGNUS PACIFIC

HDR, INC

11. Authorization:
Three Rivers Levee Improvement Authority (TRLIA) hereby grants Authorization to Proceed with this “Contract Modification”. The Contract is hereby modified and the Agreement adjusted IAW Item 8.

Mr. Doug Handen Date Mr. Paul Brunner Date
TRLIA Construction Manager TRLIA Executive Director

NOTHING FOLLOWS
February 7, 2012

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
         Upper Yuba Levee Improvement Project
         Summary of Changes authorized by the Executive Director
         (Valued at between $25,000 and $210,000)

Background:
The Executive Director is authorized to approve change orders in the amount not to exceed
$210,000 per change order. This authorization is consistent with State Contracting Code and
ratified by the TRLIA Board at the April 5, 2011 Board of Directors Meeting. The Board of
Directors requested a periodic update, as an informational item at future Board Meetings, of
change orders valued at between $25,000 and $210,000 that have been approved by the Director.

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.

Change orders approved by the Director- Feather River Setback Levee

The following is a list of change orders that have been issued to Teichert Construction for the
Feather River Setback Levee Project, valued at between $25,000 and $210,000:

10.1 Country Club Road Erosion Repairs $ 85,598.00
10.3 Patrol Road Repair $ 35,188.64
10.5 Asbestos Pipe Removal $186,646.92

Change orders approved by the Director- UYLIP

The following is a list of change orders that have been issued to Magnus Pacific Construction for
the Upper Yuba Levee Improvement Project, valued at between $25,000 and $210,000:

1.4 Removal of prior emergency repair material $ 64,496.00
2.1 Additional fencing and pipe gates $169,241.06
3.1 6” water main modifications $ 39,200.00
Department of Water Resources

The State Department of Water Resources staff works with the TRLIA Construction Management Team to review the requirement for and pricing of change orders. A summary, including the full description and reason for each change order has been attached.

Fiscal Impact:
These projects are fully funded as described in the State/TRLIA funding agreements.

Attachments:
1. Summary and Explanation of change orders
Feather River Setback Levee Change Orders

10.1 Country Club Road Erosion Repairs

**Summary and Reason for Modification:** Country Club Road experienced erosion damages, due to 2011 high water events just west of the Former Lateral 6 Culvert. This resulted in about half of the road being washed out for a 200 foot section and various smaller locations west of the 200 foot section. Repairs included excavation of damaged road, backfill/compaction of road base, Geo-textile fabric supplement, imported AB, and road surfacing with AC. Additional repairs included Rock Slope Protection (RSP) for repaired road sections and RSP for both sides of Former Lateral 6 culvert slopes. Cost paid T&M.

10.3 Patrol Road

**Summary and Reason for Modification:** Minor ruts were repaired at various locations along segment 2 patrol road. The levee crown was fine-graded, and Type 4 aggregate base placed, moisture conditioned and compacted. Aggregate base was placed from the South Tie-In gate up to Rich Rd. Cost paid T&M.

10.5 Asbestos Pipe Removal

**Summary and Reason for Modification:** Asbestos concrete irrigation pipes within the setback area were removed and disposed of off-site. Work performed at the direction of DWR/CVFPB. Cost paid T&M.

Upper Yuba Levee Improvement Project Change Orders

ITEM 1.4 - Removal of prior emergency repair material, STA 297+00 to STA 303+00 (F-016 & F-038)

**Summary and Reason for Modification:** During excavation for fill along the waterside of the levee from station 297+00 to station 303+00 cobbles and Visqueen were discovered within the levee embankment. The contractor was instructed to pothole to determine the extents of the cobbles and Visqueen. During potholing, the contractor uncovered manure along the levee toe and with the O&M corridor. Approximately 2,000 CY of cobbles were uncovered and approximately 1,800 CY of manure. The contractor was instructed to remove and dispose of the cobbles, Visqueen, and manure and back the levee embankment with Type 1 material. The cobbles were wasted within the O&M corridor. This change was coordinated with TRLIA, Doug Handen, and HDR.

ITEM 2.1 - Addition of fencing and pipe gates (FI No. 5)

**Summary and Reason for Modification:** As requested by RD784, barb wire fencing was replaced with pipe rail fencing along portions of the landside of the levee. Additional clearing, grubbing, and fencing was added to the contract after the acquisition of O&M corridors along the landside of the levee from approximate station 116+00 to station 127+00. This work was coordinated with TRLIA, RD784, and Larry Dacus at MBK Engineers.
ITEM 3.1 – 6” Water Main

Summary and Reason for Modification: Revisions to Peach Tree Country Club water main crossing from ductile iron to mortal lined and coated welded steel pipe including valves, trenching, CLSM, tie-ins, testing, signage and all costs and incidentals associated with placement of the water main to comply with Title 23 and Linda County Water District requirements. This work was coordinated with TRLIA, the CVFPB, Larry Dacus, and Doug Handen.

Note that as a part of this modification, bid item A13 for “DIP Watermain”, with a cost of $11,620 as shown on Bid Schedule A, is deleted and becomes a $0 item.
February 7, 2012

Memo To: TRLIA Board Members

From: Paul G. Brunner, TRLIA Executive Director

Re: TRLIA Financial Statements for FY 10/11 with Revised Wording

Attached is the revised TRLIA FY 10/11 Financial Statement. As per the Board’s request, the wording was changed on Page 8 of the Audit to clarify that the 405 million project cost was for 29 miles of levee work completed to date.

The Audit was conducted by Mike Hinz, CPA. No issues were identified. A copy of the independent audit has been provided to the Yuba County/TRLIA Auditor’s office and placed on the TRLIA Website at www.trlia.com

Attachment:
TRLIA Financial Statement FY 10/11

Cc:
Seth Wurzel/TRLIA Financial Consultant
Donna Stottlemeyer/TRLIA Board Secretary