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 Atwal, Brown, Crippen, Griego, 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 secretary.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

A. Approve minutes of the meeting of April 1, 2014.

IV ACTION ITEMS

A. Approve Amendment No. 4 in the amount of $154,984 for a three year extension to the agreement with River Partners for maintenance and monitoring of the Bear River Setback area, and authorize the Executive Director to execute.

B. Approve Amendment No. 6 in the amount of $35,000 to the agreement with AECOM Technical Services, Inc. for environmental services along the Western Pacific Interceptor Canal, and authorize the Executive Director to execute.

C. Approve agreement with Sacramento Valley Conservancy in the amount of $227,725 for document preparation for mitigation and monitoring of environmental areas and authorize the Executive Director to execute upon review and approval of Counsel.

D. Approve contract in the total amount of $2,944,243 with River Partners for design and construction of the Flood Safe Environmental Stewardship and Statewide Resources Office project; and authorize the Executive Director to execute upon review and approval of Counsel.

V BOARD AND STAFF MEMBER REPORTS

A. Project update for the Feather River Levee Repair Project Segment 3 Toe Access Corridor Improvements and Segment 1 Erosion Protection Berm.

VI 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.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

APRIL 1, 2014

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:40 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Jerry Crippen, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.

I  ROLL CALL – Directors Atwal, Brown, Crippen, Griego, Nicoletti – Director Crippen absent.

II PUBLIC COMMUNICATIONS: None.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

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

A. Approve minutes of the meeting of February 18, 2014. Approved.

IV ACTION ITEMS

A. Adopt resolution adopting the final mitigated negative declaration and mitigation monitoring program, approving notice of determination, and giving final approval for Yuba Goldfields 100-year flood protection project. Executive Director Paul Brunner and Consultant Andrea Sheppard recapped the project, mitigation, monitoring, reporting and significant/potentially significant impacts through PowerPoint presentation and responded to inquiries.

Director Crippen joined the meeting at 3:31 p.m.

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

Adopted Resolution No. 2014-3, TRLIA Book. No. 9, which is on file in Yuba County Clerk of the Board Office.

B. Approve Amendment No. 12 in the amount of $313,570 to the agreement with Bender Rosenthal, Inc. for right-of-way services through June 30, 2016, and authorize Executive Director to execute upon Counsel review and approval. Executive Director Paul Brunner recapped services required and responded to Board inquiries.
MOTION: Move to approve  
MOVED: John Nicoletti  
SECOND: Rick Brown  
AYES: Sarbdeep Atwal, Rick Brown, Jerry Crippen, Mary Jane Griego, John Nicoletti  
NOES: None  
ABSTAIN: None  
ABSENT: None

V  BOARD AND STAFF MEMBER REPORTS:

Executive Director Paul Brunner:
- Received Outstanding flood Management Project on Upper Yuba Levee Improvement Project from American Society of Civil Engineers Region 9
- Financial Project audit concluded
- Sohal property sale concluded

VI  CLOSED SESSION: The Board retired into closed session at 4:03 p.m. to discuss the following and returned at 5:43 p.m. with all present as indicated above.


B. Pending litigation pursuant to Government Code 54956.9 (a) – Richard Wilbur Case No. YCSCCVD 10-0000951 No report.

VII  ADJOURN: 5:43 p.m.

______________________________
Chair

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

______________________________
Approved: ______________________
May 6, 2014

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

**Recommended Action:**
Approve a $154,984 contract amendment with River Partners for an additional three years of 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, for construction of the Bear River Restoration Area. The agreement included four phases of work and was followed by three contract amendments for extended maintenance and monitoring. Amendment 3 of the agreement included Monitoring and Maintenance of the Restoration Area for the time period of March 2012 through February 2014.

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 is for TRLIA to establish an endowment for the long term maintenance of the Bear River Restoration Area. Once established the endowment after 2 to 3 years (dependent on interest rate) would 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 establishment cost of the Bear endowment to be approximately $2.1 million. In 2009 TRLIA placed into a TRLIA trust fund this amount of money for the pending Bear River endowment. Unfortunately, statewide economics have caused the interest rate for the trust fund to be considerable less than needed to grow the initial funding into a viable endowment fund. To remedy this issue TRLIA is working with the state to create a viable endowment for ecological sites within the Bear and Feather Setback Areas by building a state Advanced Mitigation Bank in the Feather Setback Area, which combines the Bear trust funds, other TRLIA Feather mitigation trust funds for Feather Sites, and state funds from Feather Setback Area Ag farm leases.
Another condition of the permits is for TRLIA to turn the property over to a state agency, the likely candidate being the California Department of Fish and Wildlife (formally 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. The goal is to resolve the land transfer issues as the implementing documents are finalized for the Feather Setback Area Advanced Mitigation Bank, which is anticipated to occur by 2017.

**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, the third party land manager is identified, and the endowment is ready to be used.

River Partners is currently completing the seventh year 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 Wildlife 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 until 2017.

River Partners has provided the attached proposal in the amount of $154,981 to cover the 8th, 9th and 10th year requirements of the permit. The cost for each year is as follows:

- March 2014-February 2015  
  $59,720
- March 2015-February 2016  
  $51,816
- March 2016-February 2017  
  $43,448

**Fiscal Impact:**
Local prior year funds will be used for this work. Examples of local Funding Sources are those local funds that came from state Prop 13 reimbursements, and developer advance funding used to cash flow TRLIA’s levee improvement work prior to the EIP Projects and the Yuba Levee Financing Authority Joint Financing.
Summary of Agreements with River Partners related to the Bear River Restoration Area:

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Attachments:
1. Contract Amendment 4
2. Exhibit A – Scope of Work
3. Exhibit B – River Partners O&M Proposal
FOURTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND RIVER PARTNERS

THIS FOURTH AMENDATORY AGREEMENT is made and entered into this ___ day of 
____ 2014, 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 March 2014 (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 
$154,984.00 for a total contract amount of $4,882,925.00.

   1.3 The termination date is extended to February 28, 2017.

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 ____ 2014.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: ______________
   Paul G. Brunner
   Executive Director

CONTRACTOR

BY: ______________
   John Carlon, President, River Partners

ATTEST:
DONNA STOTLEMEYER
SECRETARY

APPROVED AS TO FORM:

Scott L. Shapiro, General Counsel, TRLIA
EXHIBIT A

Scope of Services

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 2014 to February 2017. 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, with a focus on aggressive, non-native invasive weed species.

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 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 will target invasive weed species.

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 early spring and 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 areas 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. 6 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 setback levee and with a determination made 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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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 Wildlife.
## EXHIBIT B

### Bear River Phase IV O&M
River Partners Proposal
March 2014 - February 2017

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May 6, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Larry Dacus, Design Manager
       Andrea Clark, Legal Counsel
SUBJECT: Approve 6th Contract Amendment with AECOM Technical Services, Inc. for Environmental Services

Recommended Action:
Approve a 6th contract amendment not to exceed $35,000 with AECOM Technical Services, Inc. for additional effort to provide continuing environmental evaluation and CEQA documentation for a 200-year flood protection project along the Western Pacific Interceptor Canal (WPIC) and authorize the Executive Director to negotiate, sign and execute the final amendment upon review by General Counsel.

Background:
In January 2012, the TRLIA Board approved a contract award to AECOM Technical Services, Inc. for environmental services in the Yuba Goldfields and along the Bear and Feather Rivers. This contract has been amended four times for various tasks in the Goldfields and along the Feather East Levee. Environmental review (CEQA) for TRLIA’s anticipated work along the WPIC is being included in our current funding agreement with DWR under the Upper Yuba Levee Improvement Program, Early Implementation Program (UYLIP EIP) Funding Agreement.

Discussion:
The State of California’s Department of Water Resources Urban Levee Evaluation for levees along the WPIC identified deficiencies in meeting the State’s 200-year levee criteria despite past improvements undertaken by TRLIA. TRLIA is evaluating the extent and remedial measures necessary to meet the 200-year criteria. The formulation and screening of alternatives based on these measures is typically informed by preliminary environmental input. To this end, this amendment is for AECOM to conduct initial review and research of environmental information to begin the formulation and screening of alternatives and determine a viable regulatory permit strategy. A subsequent contract amendment will be presented to the TRLIA Board for conducting environmental compliance in support of the WPIC improvements.

Fiscal Impact:
This amendment would increase the AECOM contract by an amount not to exceed $35,000 for services on a time and expenses basis, to a maximum amount not to exceed $783,660 (previous contract amount of $748,660 + $35,000). The UYLIP EIP funding agreement is being modified to cover the WPIC work. This Amendment 6 effort would be accomplished using 70% State funds and 30% local funds.

2 Attachments:
1. Proposed Contract Amendment
2. Proposed Scope of Work
AMENDMENT NO. 6

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENVIRONMENTAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
AECOM TECHNICAL SERVICES, INC.

THIS SIXTH AMENDATORY AGREEMENT is made effective ____________,
2014, by and between Three Rivers Levee Improvement Authority ("TRLIA") and
AECOM Technical Services, Inc. ("the Consultant"), who agree as follows:

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

1.1. Effective February 2, 2012 the parties entered into an Agreement for
Professional Services relating to Environmental Services for TRLIA’s
Construction Program.

1.2. Effective August 7, 2012 the parties entered into the first Amendatory
Agreement to increase the budget by $25,000 to a total of $125,000.

1.3. Effective December 18, 2012 the parties entered into a second Amendatory
Agreement to increase the budget by $44,955 to a total of $169,955.

1.4. Effective April 9, 2013 the parties entered into a third Amendatory
Agreement to increase the budget by $74,000 to a total of $243,955.

1.5. Effective May 7, 2013 the parties entered into a fourth Amendatory
Agreement to increase the budget by $29,705 to a total of $273,660.

1.6. Effective October 1, 2013 the parties entered into a fifth Amendatory
Agreement to increase the budget by $475,000 to a total of $748,660.

1.7. Article C.23 of the AGREEMENT, states that modifications or amendments
to the terms of the AGREEMENT shall be in writing and executed by both
parties;

1.8. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

2. Sixth Amendment to Agreement. The Professional Services Agreement is
herby amended as follows:
2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and AECOM Technical Services, Inc.) is amended by the addition of effort to the original tasks as described in Exhibit 1 attached to this amendment agreement.

2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and AECOM Technical Services, Inc. are amended to include the additional amount of $35,000 for a total contract amount of $783,660.

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 _____________, 2014.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

AECOM TECHNICAL SERVICES, INC.

______________________________  ________________________________
P. G. Brunner  Phil Dunn
Executive Director  Vice President

ATTEST:
DONNA STOTTFLEMEYER
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL
Exhibit A
(Amended Scope of Services)

Modifications are needed along several reaches of the Western Pacific Interceptor Canal (WPIC) to meet the State of California’s Urban Level of Protection for flood protection. AECOM will complete the following tasks in support of the initial development of the proposed levee modifications.

Task 1 – Assess Data Gaps

AECOM will review relevant project information available from the Three Rivers Levee Improvement Authority (TRLIA) and the project engineer, including: description of the proposed project modifications, existing environmental compliance documents (i.e., previous TRLIA environmental documents including mitigation documents), Pacific Gas & Electric Company (PG&E) biological survey shapefiles for the project area, and available environmental resources information. Using this information, AECOM will complete a data gaps analysis to identify environmental resource information and details about the proposed project modifications that will be needed to identify key environmental impacts and permitting requirements (see Task 2) for the proposed project modifications. This data gap analysis will also include a review of previous commitments made by TRLIA to determine if excess mitigation is available for this project. A brief memorandum describing information needs will be submitted electronically (MS Word) to TRLIA and the project engineer.

Task 2 – Identify Key Preliminary Environmental Impacts and Permitting Requirements

AECOM will identify key preliminary environmental impacts and issues relevant to the CEQA, NEPA and permitting requirements for the proposed project modifications. A brief memorandum summarizing the findings will be provided to TRLIA and the project engineer to inform the decision-making process for alternatives analysis. Although preliminary in nature, this information can be used in the development of a subsequent CEQA document.

Task 3 – Provide Environmental Input to Alternatives

AECOM will review a textual description and/or engineering plans provided by the project engineer for the proposed project modifications and will provide written input on the proposed project modifications and the selection of alternatives based on the Task 1 and 2 results. AECOM will also estimate potential mitigation costs for HDR’s use in preparing cost estimates; these mitigation costs will be preliminary and based on a preliminary estimate of impacts and resulting mitigation for alternatives under consideration.

A brief memorandum summarizing AECOM input on the proposed project modifications and alternatives will be submitted electronically to TRLIA and the project engineer.

Task 4 – Develop CEQA, NEPA and Permitting Strategy

AECOM will then develop a preliminary strategy and schedule for fulfilling California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and permitting requirements for the proposed project modifications. The strategy will include incorporating by reference any existing and relevant CEQA, NEPA, and permit documents. The strategy will be provided in a brief memorandum, provided in electronic
Exhibit A to Amendment No. 6, Agreement for Professional Services for Environmental Services Between Three Rivers Levee Improvement Authority and AECOM Technical Services Inc

format for review and comment by TRLIA and the project engineer. Using the comments received, AECOM will finalize the strategy and submit an electronic copy to TRLIA and the project engineer.

**Task 5 – Attend Meetings**

AECOM’s project director, project manager, and up to one additional staff person will attend up to four 2-hour meetings in Sacramento to discuss the proposed CEQA and permitting strategy and provide input on key environmental impacts/issues and alternatives.

**Schedule**

AECOM will complete the above tasks on a schedule mutually acceptable to TRLIA and the project engineer. AECOM will complete tasks in an efficient manner that satisfies the project schedule.

**Cost Estimate**

AECOM will complete the above tasks on a time-and-materials basis for a maximum not-to-exceed cost of $34,525, as outlined in the attached table.
May 6, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Andrea Clark, General Counsel
SUBJECT: Contract with Sacramento Valley Conservancy (SVC)

**Recommended Action:**
Approve a $227,725 contract with SVC to prepare documents which establishes: 1) a mechanism (such as a Bank Enabling Instrument) for the creation of advanced mitigation credits and Credit Approval for the TRLIA FESSRO Advanced Mitigation Bank, and 2) prepares documentation for the long term management of the Bear River and Feather River Setback areas, and authorize Executive Director to finalize contract, and then sign and execute contract once General Counsel has approved.

**Background:**
On November 27, 2012 the TRLIA Board adopted TRLIA Resolution 2012-14 (attached), which appoints the TRLIA Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, and payment requests and so on, which may be necessary for the completion of the Flood Safe Environmental Stewardship and Statewide Resources Office (FESSRO) project. Attached is a map that shows the location of the proposed FESSRO site in relationship to other proposed Feather Setback Area projects.

FESSRO was created in 2009 to integrate environmental stewardship and flood management. FESSRO’s Floodway Ecosystem Sustainability Branch provided support on environmental issues for the 2012 Central Valley Flood Protection Plan (Plan) by developing an attachment to the Plan that addresses conservation in the context of flood risk reduction. FESSRO has bond funding from Proposition 1 E that it can allocate to projects and activities that meet the intent of the conservation document and the Plan.

TRLIA, in cooperation with the Sutter Butte Flood Control Agency and River Partners, submitted a preliminary proposal for a project that would establish riparian habitat on 500 acres in the Feather River Setback area. By creating native wildlife habitat for threatened and endangered species compatible with seasonal flooding, the project could provide some mitigation requirements for SBFCA’s Feather River West Levee Project and provide advanced mitigation credits for other DWR state plan flood control projects and DWR Flood corridor Maintenance. After the first round of reviews by FESSRO, TRLIA was invited to submit a full proposal on this project.

In early 2013 TRLIA with support from River Partners submitted the full project proposal to FESSRO for consideration. The proposal was to create a 500 Acre Advance Mitigation Habitat Area in the Feather Setback Area. The proposed cost of the project was $4,440,000, which included no
additional local cost share. The project benefits to TRLIA include the combining the management and existing trust/endowments funds of the TRLIA Bear Setback and Feather Setback existing Ecological Mitigation Sites into one more cost effective agreement. In addition, the proposed FESSRO project originally contained recreational opportunities (hiking, biking, horse trails) in the setback area as well as access to the Feather River for fishing and kayaking. Over the past months FESSRO has eliminated recreation as a funding component of the proposed agreement.

In May 2013 FESSRO selected the TRLIA Feather Setback Project for funding. Since this timeframe to now TRLIA has been in negotiations with FESSRO on the funding agreement. The funding agreement is near finalization and is anticipated to be signed by the TRLIA Executive Director by the May 6, 2014 TRLIA Board meeting. It is anticipated that the State DGS office will execute the agreement within three months (approximately July 2014). TRLIA will be reimbursed for expenses between signing of the Agreement and DGS execution.

For better habitat and floodway cost effectiveness the management of the Bear River and Feather River Setback Areas are proposed to be connected to the FESSRO Advanced Mitigation Site. TRLIA entered into contracts with River Partners in 2006 to construct the Bear River Restoration Area and in 2010 to Mitigate in the Feather Setback Area for Wetland impacts. These projects are now completed and are currently being maintained by TRLIA via contracts with River Partners. A Condition of the Corps 404 Bear and Feather permits is for TRLIA to establish an endowment for the long term maintenance of the Bear River Restoration Area and Feather Wetland Mitigation Area. In 2009 TRLIA placed $2,141,695 into a TRLIA trust account so that the Bear River Endowment could be created. In 2010 TRLIA placed $470,289 into a TRLIA trust account so that the Feather River Wetland Mitigation Area Endowment could be created. Once the endowments are established the concept is that a 3rd party manager after 2 to 3 years (dependent on interest rate) would be able to have continuous yearly funding for the long term maintenance. Long term care funding for FESSRO site is anticipated to come from future state plan of flood protection projects and DWR Flood Maintenance activities ($ or commitment to maintain their portion of the site).

Due to numerous reasons TRLIA has been unable to complete the documents to transfer the fee title of the Bear and Feather Setback Areas to the state; complete the endowments; and identify a long term 3rd party manager TRLIA. It is believed that combining these TRLIA projects with the FESSRO site will allow the TRLIA projects to be completed quicker than by accomplishing separately.

**Discussion:**
A major component of the overall FESSRO project is the creation of the Advanced Mitigation Bank Enabling Instrument (BEI). It is critical that TRLIA contract for these services. The Sacramento Valley Conservancy (SVC) has vast experience in this area of expertise.

SVC (a non-profit organization) brings to this project unique experience of working with agencies, including SMUD, the County of Sacramento, DWR and regional flood agencies, to create both mitigation banks and preserve management scenarios for multiple-benefit habitat, agriculture and floodplain areas. For the last 24 years, SVC has worked with multiple agencies and landowners to create unique, community-based solutions for acquisition and preserve management of wildlife habitat, agricultural lands, recreation and scenic corridors. The 21st Century Open Space Vision for the Sacramento Region (which SVC originally adopted in 1998) is a unique tool to visualize priorities and connections possible throughout the area to
provide maximum community benefit from open space preservation and management. The current Vision includes the Feather River Floodplain Corridor. SVC, as the first land trust founded in the Sacramento region, brings experience of nonprofit management of over 10,000 acres and over 15 preserve areas, including extensive experience managing compatible agricultural uses, especially cattle grazing and walnuts and annual crops and with habitat restoration.

Once the BEI is implemented it is envisioned that SVC will be the 3rd party manager of the FESSRO Advanced Mitigation Bank, the Bear River Restoration and Feather Wetland Mitigation Areas, and also the Feather River Setback Area (e.g. Agricultural Orchards, TRLIA Feather River Elderberry Transplant Site, and future Setback projects). The funding for the 3rd party manager will come from the mechanisms established in the BEI.

Because the creation of the BEI calls for a high degree of professional skill, which SVC possesses, and because SVC’s experience in carrying out this type of work in the Sacramento Region makes it uniquely qualified to create the BEI, such that putting the work out for bidding would not produce an advantage for TRLIA, TRLIA staff recommends that the TRLIA Board approve the selection of SVC for creation of the BEI.

Attached is a proposal from SVC which outlines the task and costs to accomplish this work. If approved TRLIA staff will transform the SVC proposal into a TRLIA contract.

**Fiscal Impact:**
This contract is funded 100% by State funds via the TRLIA FESSRO funding agreement. Other than cash flow needs to begin state reimbursement there is no fiscal impact on TRLIA.

TRLIA will be contributing the Bear and Feather funds that were set aside and placed into the trust accounts referenced above to help establish the dollar amount needed for the overall project Long Term Care needs.

Attachment:
1. TRLIA Resolution 2012-14
2. Location Map
3. SVC Proposal
RESOLUTION NO. 2012-14

A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CENTRAL VALLEY FLOOD SYSTEM CONSERVATION FRAMEWORK AND STRATEGY PROGRAM UNDER THE DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006 (PROPOSITION 1E)

WHEREAS, the Three Rivers Levee Improvement Authority (TRLIA) has proposed the Feather River Floodway Corridor Restoration Project ("Project"), which involves the establishment of riparian habitat on 500 acres in the Feather River Setback area; and

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Department of Water Resources has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Department of Water Resources require a resolution certifying the approval of application(s) by the governing board of TRLIA before submission of application(s) to the State; and

WHEREAS, TRLIA, if selected, will enter into an agreement with the State of California to carry out the Project.

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

1. Approves the filing of an application for the Feather River Floodway Corridor Restoration Project;

2. Certifies that TRLIA understands the assurances and certification in the application;

3. Certifies that TRLIA will have sufficient funds to operate and maintain the Project consistent with the land tenure requirements; or will secure the resources to do so;

4. Certifies that TRLIA will comply with all provisions of Section 1771.5 of the California Labor Code;

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction all applicable permits will have been obtained; and,
6. Appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

*****

PASSED AND ADOPTED this 27th day of November, 2012, by the Board of Three Rivers Levee Improvement Authority by the following vote:

AYES: Directors Brown, Griego, Nicoletti

NOES: None

ABSENT: Director Crippen

ABSTAIN: Director Graham

[Signature]
Chairperson

[Signature]
ATTEST: DONNA STOTTMEMEYER,
CLERK OF THE BOARD

[Signature]

APPROVED AS TO FORM: GENERAL COUNSEL

[Signature]

The foregoing Instrument is a Correct Copy of the original on file in this office
ATTEST: DONNA STOTTMEMEYER
Clerk of the Board of Supervisors of the County of Yuba, State of California

[Signature]
By: Rachel Tener
Date: November 29, 2012
Proposed Future Feather Setback Area Projects
Attachment 3

Feather River Setback Area Habitat Bank Proposal
April 17, 2014

INTRODUCTION

Located on the Feather River a few miles south of Marysville, the 500-acre Feather River FESSRO bank site contains land available for the creation of a public mitigation bank available to public agencies in need of mitigation credit associated with riparian and riverine habitats. This project proposed herein will accomplish three things: 1) it will identify the physical and biological potential of the Feather River site to produce a reasonable mix of mitigation credits, 2) it will produce a “Prospectus,” and a “Bank Enabling Instrument” (“BEI”) and related required documents (a development plan, a short-term success criteria management plan, a long-term management plan, preserve management and conservation easement endowment budgets, a conservation easement and mitigation agreement and related documentation—conveyance and access agreements, and a grant of any rights necessary to manage the preserve), and any other documents necessary for regulatory public agencies to certify a formal mitigation bank recognized under state and federal law. The site is located within the Feather River Setback Area on land owned by the Three Rivers Levee Improvement Authority (TRLIA). It is situated entirely within the state-federal levee system protecting the communities of Marysville, Olivehurst and Plumas Lakes and is a natural floodplain within the state-designated floodway. Project partners include the Sacramento Valley Conservancy (SVC—a 501c3 nonprofit organization), TRLIA, the California Department of Water Resources (DWR) and River Partners (a 501-c3, non-profit organization).

OBJECTIVES

The project’s first primary objective is to develop a Mitigation Opportunities Analysis for the 500-acre site, which includes an assessment of the potential to restore three habitat types: 1) native perennial grassland to support foraging raptors including but not limited to Swainson’s hawk, 2) riparian forest to support various species of Neotropical migratory birds, and 3) riparian shrubland to support the Valley elderberry longhorn beetle.

River Partners is the primary contractor who will identify the potential of the site for ecological restoration to favor the five habitat types described above, assuming no change in the existing topography and utilizing existing hydraulic modeling and other site information—the Mitigation Plan (“Plan”). Specific provisions within the Plan will detail locations, acres, and plant communities that currently exist or can be created to support the development of the Feather River Setback Area Mitigation Bank (“Bank”). The Plan will provide an overall examination of how specific habitats may be enhanced and/or
developed to support targeted threatened and endangered species as well as species of special concern. Existing infrastructure located on site will be documented within the Plan, as well as any existing rights. An important constraint on habitat suitability and vegetation density will be to maintain floodway conveyance capacity by not exceeding maximum hydraulic roughness thresholds (per MBK’s hydraulic modeling results for the Feather River). All these constraints and infrastructure will be examined for their impact on habitat restoration potential.

The project’s second primary objective is to develop a Prospectus, a document that can be used by Bank proponents to create the Bank, and hence, mitigation credits at the Feather River site. The Prospectus will be prepared to the specifications of the Interagency Review Team (“IRT”) such that it can be submitted to the IRT for Bank certification. The Sacramento Valley Conservancy, with the assistance of River Partners, as needed, will prepare the Prospectus, and will serve as the Bank Manager and will either serve as the Bank Administrator or coordinate with another entity to serve as Bank Administrator, if the application for Bank status is approved. The role of Administrator consists of selling and tracking the Mitigation Credits and otherwise complying with the requirements of the Bank Enabling Instrument which is the legal document that defines the rights and responsibilities of the various parties associated with the Bank; the role of the Preserve Manager includes managing the endowment funds and managing and maintaining the site. Once the Prospectus is approved by the IRT, SVC and River Partners will work to develop the BEI and related required documents for formal approval of the Bank. (See “Estimated Bank Approval Timeline” at end of document.) Upon completion of this project and certification of Mitigation Credits, the site will be sequentially restored based on available funding from agencies, including primarily DWR, or other public or private parties requiring mitigation. As a consequence of its financial support of this project, DWR will have first priority status to develop and purchase Mitigation Credits. Other public agencies, and possibly some private entities, will also have the ability to purchase credits from the Bank once it is established.

The Bank will be financed primarily by agencies involved in flood control infrastructure development and system maintenance and possibly by some private parties. Mitigation Credits will be provided to future buyers at a negotiated price that is competitive with commercial mitigation bank credits. The Credit price, as usual with mitigation banks, will include all the costs involved in restoring, establishing and maintaining in perpetuity the restored habitat, including costs to establish the credits, habitat restoration and a permanent endowment to cover the perpetual management and monitoring of the Bank.
TIMELINE

The development of the Mitigation Opportunities Analysis will be completed within 60 days of the execution of this Contract. The Prospectus will be completed within 90 days of the execution of this Contract. Once the Prospectus is prepared, the Sacramento Valley Conservancy will submit it to the Interagency Review Team for the purpose of establishing the Bank to get authorization to proceed with the development of the BEI and other required documents for final Bank approval (target date for submittal of the Prospectus to the IRT is November 30, 2014). The BEI and required document approval package will be prepared within 90 days of IRT approval of the Prospectus and submitted to the IRT as soon as possible thereafter. The estimated date for final Bank approval is June 30, 2016.

DELIVERABLES

1. Mitigation Opportunities Analysis. River Partners will use existing data and onsite management experience to assess the site for potential restoration and mitigation credit development of three habitat types (Grassland, VELB, Riparian Forest).

2. Demand and Feasibility Analysis. SVC, in coordination with TRLIA, will assess the demand for investing in Mitigation Credits at the site and develop recommendations for the sequence of Credit offerings. They will coordinate with DWR and the relevant regulatory agencies about Bank implementation.

3. Mitigation Plan. SVC and River Partners, in coordination with TRLIA, will collaborate to develop a site Mitigation Plan that is intended to optimize the mix of restoration opportunities in a way that responds to the ecological potential of the site, the demand for credits, the floodway's hydrological constrains and the preferences of DWR and the regulatory agencies.

4. Bank Approval Documents—Prospectus, BEI and Other Required Documents. SVC will collect and assemble the information necessary to prepare and submit, and will submit, a complete Prospectus for the creation of the Feather River Setback Area Mitigation Bank to the IRT, and, once the Prospectus is approved, SVC will prepare and submit the BEI and other required documentation for final Bank approval.
WORK PLAN

Task 1. Biological Assessment and Mitigation Opportunities Analysis

SVC will work with TRLIA and River Partners and use their existing biological data and onsite management experience to recommend the possible types and amount of restored habitat for the site.

Task 2. Demand and Feasibility Analysis.

SVC will survey demand for mitigation credits by interviewing likely buyers, and assess feasibility of certification of the Bank by the interviewing members of the IRT, TRLIA and other regional flood control agencies, the US Army Corps of Engineers and the Central Valley Flood Protection Board and will prepare a short report on the results of the investigations.

Task 3. Real Estate Due Diligence.

SVC will perform necessary real estate due diligence to complete the Bank Prospectus.


SVC, in consultation with River Partners and TRLIA, will identify the most desired habitats based on habitat suitability, site constraints, floodway conveyance, and expected demand for mitigation credits from regional flood control agencies, other local and state agencies, California DWR, USACE, and others, and, using that information, will prepare the Plan. This document will include Bank objectives, development of land use/credit development alternatives based on habitat suitability and selection of a preferred alternative, identifying amounts and types of habitats created, and the most ideal phasing of habitat development stages (so that the first credit sales don't unduly constrain existing and future uses of the site), and approximate costs per each type of credit.

Task 5. Prospectus, BEI and other required Bank Approval Documents.

SVC will develop a Prospectus, BEI and other required Bank Approval Documents based on the Mitigation Plan and input by TRLIA, except the development plan and any related bank management plans, which will be produced separately by River Partners. The Prospectus will include a map, phasing plan and milestones, as well as all of the items listed in the Checklist Prospectus for Mitigation Banks Revised September 2010 by the Multi-Agency Product Delivery Team and the BEI and other documents will conform to the most recent agency templates.
Task 6. **Prospectus and BEI submission.**

Sacramento Valley Conservancy will submit the final Prospectus to the Interagency Review Team, and, following approval of the Prospectus, will submit the BEI and other required documents for final bank approval.

Task 7. **Bear River and Feather River Setback Area—Other documents**

Sacramento Valley Conservancy will prepare conservation easements, baseline documentation reports and long-term management budgets for the existing Bear River, Elderberry and Wetland areas within the Feather River Setback Area and an overall management plan for the Feather River Setback Area, including long-term management tasks for all these existing areas, and the remainder of the Setback Area.

Task 8. **Project Management.**

SVC will attend at least 20 meetings and conference calls with TRIJA, River Partners and other agencies to coordinate project deliverables. This task also includes project management and invoicing.
PROJECT MAP

The following map shows the Feather River Setback Area and Bear River Habitat Restoration Areas.
### BUDGET

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<td>Task 7 - River and Feather River Setback Area—Other documents.</td>
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<td>SVC Executive and Stewardship Directors (250 hours)</td>
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<td>Community Outreach Meetings (5 public meetings)</td>
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**SUBTOTAL**                                                   **$202,725**

| Contract administration @ 20.0% (capped at $25,000)           | $25,000 |
|                                                               |   |
| **Project Total**                                             **$227,725** |
May 6, 2014

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Andrea Clark, General Counsel
SUBJECT: River Partners to design and construct the FESSRO Advanced Mitigation Bank.

**Recommended Action**
Approve a $2,944,243 Contract with River Partners to design ($102,200) and implement ($2,842,043 million) FESSRO Advanced Mitigation Bank, and authorize Executive Director to finalize contract, and then sign and execute contract once General Counsel has approved.

**Background:**
On November 27, 2012 the TRL1A Board adopted TRL1A Resolution 2012-14 (attached), which appoints the TRL1A Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, and payment requests and so on, which may be necessary for the completion of the Flood Safe Environmental Stewardship and Statewide Resources Office (FESSRO) project. Attached is a map that shows the location of the proposed FESSRO site in relationship to other proposed Feather Setback Area projects.

FESSRO was created in 2009 to integrate environmental stewardship and flood management. FESSRO’s Floodway Ecosystem Sustainability Branch provided support on environmental issues for the 2012 Central Valley Flood Protection Plan (Plan) by developing an attachment to the Plan that addresses conservation in the context of flood risk reduction. FESSRO has bond funding from Proposition 1 E that it can allocate to projects and activities that meet the intent of the conservation document and the Plan.

TRL1A, in cooperation with the Sutter Butte Flood Control Agency and River Partners, submitted a preliminary proposal for a project that would establish riparian habitat on 500 acres in the Feather River Setback area. By creating native wildlife habitat for threatened and endangered species compatible with seasonal flooding, the project could provide some mitigation requirements for SBFCA’s Feather River West Levee Project and provide advanced mitigation credits for other DWR state plan flood control projects and DWR Flood corridor Maintenance. After the first round of reviews by FESSRO, TRL1A was invited to submit a full proposal on this project.

In early 2013 TRL1A with support from River Partners submitted the full project proposal to FESSRO for consideration. The proposal was to create a 500 Acre Advance Mitigation Habitat Area in the Feather Setback Area. The proposed cost of the project was $4,440,000, which included no additional local cost share. The project benefits to TRL1A include the combining the management and existing trust/endowments funds of the TRL1A Bear Setback and Feather Setback existing Ecological Mitigation Sites into one more cost effective agreement. In addition, the proposed
FESSRO project originally contained recreational opportunities (biking, hiking, horse trails) in the setback area as well as access to the Feather River for fishing and kayaking. Over the past months FESSRO has eliminated recreation as a funding component of the proposed agreement.

In May 2013 FESSRO selected the TRLIA Feather Setback Project for funding. Since this timeframe to now TRLIA has been in negotiations with FESSRO on the funding agreement. The funding agreement is near finalization and is anticipated to be signed by the TRLIA Executive Director by the May 6, 2014 TRLIA Board meeting. It is anticipated that the State DGS office will execute the agreement within three months (approximately July 2014). TRLIA will be reimbursed for expenses between signing of the Agreement and DGS execution.

For better habitat and floodway cost effectiveness the management of the Bear River and Feather River Setback Areas are proposed to be connected to the FESSRO Advanced Mitigation Site. TRLIA entered into contracts with River Partners in 2006 to construct the Bear River Restoration Area and in 2010 to Mitigate in the Feather Setback Area for Wetland impacts. These projects are now completed and are currently being maintained by TRLIA via contracts with River Partners. A Condition of the Corps 404 Bear and Feather permits is for TRLIA to establish an endowment for the long term maintenance of the Bear River Restoration Area and Feather Wetland Mitigation Area. In 2009 TRLIA placed $2,141,695 into a TRLIA trust account so that the Bear River Endowment could be created. In 2010 TRLIA placed $430,289 into a TRLIA trust account so that the Feather River Wetland Mitigation Area Endowment could be created. Once the endowments are established the concept is that a 3rd party manager after 2 to 3 years (dependent on interest rate) would be able to have continuous yearly funding for the long term maintenance. Long term care funding for FESSRO site is anticipated to come from future state plan of flood protection projects and DWR Flood Maintenance activities ($ or commitment to maintain their portion of the site).

Due to numerous reasons TRLIA has been unable to complete the documents to transfer the fee title of the Bear and Feather Setback Areas to the state; complete the endowments; and identify a long term 3rd party manager TRLIA. It is believed that combining these TRLIA projects with the FESSRO site will allow the TRLIA projects to be completed quicker than by accomplishing separately.

Discussion
In 2006 TRLIA selected River Partners to construct maintain the Bear River Mitigation - Restoration Area.

In 2009 TRLIA selected River Partners to construct and maintain the Feather River Elderberry Transplant Mitigation Site.

In 2010 TRLIA selected River Partners for the planting and re-vegetating of the Feather Setback Area floodplain drainage swale and Messick Lake 404 Mitigation Areas, California Yuba 5 (CA-Yub-5) Archeological site, Riparian wind-wave buffer for the Feather River setback area, and Long term monitoring and maintenance of these sites.

River Partners has completed all these sites and is currently performing maintenance and monitoring for all of them.
Due to River Partners extensive knowledge and experience the Feather and Bear Setback Areas they have voluntarily participated in the planning and development of the Feather Setback Area for future Ecological, Agricultural, and Recreational opportunities. Most recently River Partners helped TRLIA prepare the FESSRO Feather Setback Advanced Mitigation Site Application, and also the Flood Corridor Feather Setback Area Restoration Application.

The River Partners selection in 2010 was done after thorough RFQ process was conducted. At the time TRLIA received four responses to the RFQ. Proposals were submitted by California Reforestation, SMP Services, River Partners, and Restoration Resources. River Partners was deemed the most qualified candidate for the implementation of the project and stood out in the following areas:

- Inclusion of local subcontractors for grading, irrigation and maintenance.
- Inclusion of warranty for the reestablishment and replacement of the irrigation and plantings, if required, due to flooding during the monitoring period for up to a 10-year event, at no additional cost to TRLIA.
- Experience with self propagation of required plant material.
- Budget considerations

Based on River Partners’ unique successful history and familiarity with TRLIA projects and favorable outcomes from competitive selections, which indicates that putting the design and implementation work for the FESSRO project out to bid would not produce an advantage for TRLIA, and the fact that the design and implementation work for the FESSRO project calls for a high degree of professional skill, which River Partners possesses, TRLIA staff recommends the TRLIA Board approve the selection of River Partners for the design and implementation of the FESSRO project.

River Partners will subcontract portions of the maintenance work, specifically the mowing operations, to local agricultural operators in the vicinity of the Bear and Feather Setback Areas. River Partners will rely primarily on existing employees that reside in the Marysville and Yuba City area to perform other labor related maintenance activities. The monitoring and reporting work shall be performed by Biologists and other qualified staff employed by River Partners.

Attached is a Scope of Work from River Partners which outlines the task and costs to accomplish this work. If approved TRLIA staff will transform the River Partners proposal into a TRLIA contract.

**Fiscal Impact:** 100% of the funding for this contract is from the state via the TRLIA FESSRO funding agreement. Other than cash flow needs to begin state reimbursements there is no fiscal impact on TRLIA.

**Attachment:**
1. TRLIA Resolution 2012-14
2. FESSRO Site Location Map
3. Proposed River Partners Scope of Work
RESOLUTION NO. 2012-14

A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CENTRAL VALLEY FLOOD SYSTEM CONSERVATION FRAMEWORK AND STRATEGY PROGRAM UNDER THE DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006 (PROPOSITION 1E)

WHEREAS, the Three Rivers Levee Improvement Authority (TRLIA) has proposed the Feather River Floodway Corridor Restoration Project ("Project"), which involves the establishment of riparian habitat on 500 acres in the Feather River Setback area; and

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Department of Water Resources has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Department of Water Resources require a resolution certifying the approval of application(s) by the governing board of TRLIA before submission of application(s) to the State; and

WHEREAS, TRLIA, if selected, will enter into an agreement with the State of California to carry out the Project.

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

1. Approves the filing of an application for the Feather River Floodway Corridor Restoration Project;

2. Certifies that TRLIA understands the assurances and certification in the application;

3. Certifies that TRLIA will have sufficient funds to operate and maintain the Project consistent with the land tenure requirements; or will secure the resources to do so;

4. Certifies that TRLIA will comply with all provisions of Section 1771.5 of the California Labor Code;

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction all applicable permits will have been obtained; and,
6. Appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

* * * * * * *

PASSED AND ADOPTED this 27th day of November, 2012, by the Board of Three Rivers Levee Improvement Authority by the following vote:

AYES: Directors Brown, Griego, Nicoletti

NOES: None

ABSENT: Director Crippen

ABSTAIN: Director Graham

[Signature]
Chairperson

ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD

[Signature]

The foregoing Instrument is a Correct Copy of the original on file in this office
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors of the County of Yuba, State of California

By
Date: November 29, 2012

[Signature]
Approved as to form: General Counsel
RIVER PARTNERS
SCOPE OF WORK

River Partners shall furnish all labor, materials, equipment and services necessary to plant advance mitigation components on 500 acres of the Feather River Levee Setback Area located in Yuba County, California. Individual tasks for the initial funding authorization are listed below in summary fashion.

Task 1: Project Management
River Partners will manage and administer this project. This task includes contract preparation and management, coordination with TRLIA and subcontractors, and budget management and accounting.

Task 2: Planning
River Partners will prepare habitat restoration plans and specifications necessary to prepare final construction/restoration/mitigation documents for the project in compliance with all applicable permit requirements, restoration/mitigation guidelines, and engineering standards. The pre-determined plan levels (e.g. 50% and 100%) will be submitted for DWR review to ensure consistency with program/project objectives.

Contractor will prepare a short and long term monitoring plan for the project in compliance with all applicable permit requirements, restoration/mitigation guidelines, and engineering standards and submit to DWR for approval. The contractor will finalize the plan based on DWR’s comments and submit the final version.

Task 3: Site Preparation
River Partners and its subcontractor(s) shall survey and layout the fields. The entire project area may be disked, ripped, leveled and/or floated to smooth the surface for irrigation and tractor operations (mowing and spraying). Existing native plants will be protected with fencing to minimize potential damage from machine operation. Prior to these activities, operations will be initiated to begin eradication of non-native species. There will be no landscape manipulation (i.e. grading) to prepare the area for planting.

Task 4: Irrigation Installation
Native plants will require the utilization of a drip irrigation system, which will use existing irrigation wells as water sources. River Partners will install a generator and flash motor to operate the wells. The temporary irrigation system will be installed and used for a three-year establishment period.

Task 5: Plant Installation/Establishment
Plant native woody and herbaceous species in accordance with the restoration plan and associated permit conditions. River Partner will collect and supply all plants, planting materials and create planting labels to define the appropriate planting location and species per the habitat restoration plan. Replacement plants may be required if plant survivorship is below success criterion identified in the restoration plan.

River Partners will also be responsible for purchasing and supplying all native grass seeds and plugs for this project. In areas to be planted with herbaceous species, a strict spraying and mowing regimen will be conducted before planting.
Task 6: Maintenance
The project area will be irrigated and maintained as per the habitat restoration plan for 3 growing seasons. Maintenance activities for the mitigation areas include irrigation repair, weed control, debris removal, remedial activities, and site protection as per the habitat mitigation and monitoring plan. During the growing season, weeds will be controlled by timely herbicide applications, mowing and/or disking. After a flood event, all trash and debris shall be removed. Natural debris shall be evaluated to determine if it creates a hazard.

Task 7: Monitoring
River Partners will perform monitoring as per the approved Monitoring Plan. Annual reports will be prepared and submitted to TRLIA and respective regulatory agencies.
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
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<td>Planning</td>
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<td>Site Preparation</td>
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<td>Irrigation Installation</td>
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<td>Task 5</td>
<td>Plant Installation/Establishment</td>
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<td>Task 6</td>
<td>Maintenance</td>
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<td>Task 7</td>
<td>Monitoring</td>
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<td></td>
<td>$2,944,243</td>
</tr>
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TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, Executive Director  
        Doug Handen, Construction Manager  
SUBJECT: Project Update and Contract Modifications for Contract No. PH4 2013-01  
       Phase 4 Feather River Levee Repair Project- Segment 3 Toe Access  
       Corridor Improvements and Segment 1 Erosion Protection Berm.  

Recommendation: Informational Item – No action by TRLIA Board

Background: Public bids for the Phase 4 Feather River Levee Repair Project- Segment 3  
Toe Access Corridor (TAC) Improvements and Segment 1 Erosion Protection Berm were  
opened on July 11, 2013. On July 16, 2013, The TRLIA Board authorized the Executive  
Director to award a contract to the successful low bidder. The Executive Director  
subsequently recognized Sierra National Construction as the low bidder.  

The total bid and initial contract amount for the Segment 3 TAC and the Segment 1  
Erosion Protection Berm was $945,697.00. The Segment 3 TAC project included  
$843,797.00 of the total cost and Segment 1 included $101,900.  

TRLIA issued a Notice to Proceed (NTP) for Segment 3 TAC only on 8/6/13. The  
Segment 3 TAC project was completed in the early 2014 and final payments are now  
being made for this work. A NTP for Segment 1 work was not issued in 2013 as  
permitting for this project was not obtained in time for the 2013 fall construction season.  

By TRLIA Resolution 2011-3 the TRLIA Executive Director is authorized to approve  
change orders for construction work required to support TRLIA awarded projects, up the  
statutory maximum (currently $210,000), as long as budgeted funds are available  

Segment 3 Contract Cost Changes: The Executive Director has approved the following  
contract changes:  

1. Quantity Changes: Section 9 of the project specifications include provisions for  
“Changes and Claims” to the construction documents. The specifications describe  
how the Owner and Contractor shall address quantity adjustments as well as  
changes in the construction documents and project conditions. The specifications  
also describe the method of “measurement and payment” for each of the
contract/bid items of work. The Contractor is required to submit pre and post construction surveys for various items of work. The Owner reviews these surveys and other measured quantities for accuracy prior to submission for final payment. The Segment 3 TAC project included several items of work that exceed the bid/original contract quantities.

Significant Quantity adjustments:

- A significant quantity and cost overrun included the type 3 fill (embankment import) items of work. The type 3 fill exceeded the engineer’s estimate by 1,659 cubic yards. The quantity adjustment is most likely due to differences in the actual topography from the aerial surveys used at the time of the design.

- An additional of fill that exceed the bid amount is the type 4 fill (aggregate road base). The aggregate base rock measurement overrun is related to the addition of a ramp at the north end of the project and related patrol road improvements.

A complete summary of the quantity adjustments has been included with this report as Attachment 1. The total for Quantity adjustments was $99,915.46

2. Design Modifications and Change of Conditions: During the course of construction the Contractor provided pricing for various design and change of conditions.

Significant changes:

- One significant change included a design change based on the encroachment permit issued by the CVFPB. The permit included a requirement to include a significant change to the drainage outfall ditch construction design. The change included the introduction of a drainage blanket below the concrete swale and weep valves.

- Another design change included the introduction of a new ramp located at the north end of the TAC project. The ramp was originally constructed for temporary construction access was requested to remain as a permanent ramp by RD 784.

TRLIA issued Contract Modification Number 1 to Sierra National to address the design changes and various field changes that were required to complete the project. The Modification has been included with this report as Attachment 2. The total for design and change of condition was $59,240.09.

Segment 1 Erosion Protection Berm- Update: TRLIA now has all of the required permits and authorization to perform the work. TRLIA anticipates issuance of the NTP in May 2014 and for the work to be performed in May or June of this year. The duration of the work should be less than two weeks. TRLIA shall negotiate mobilization cost adjustments for the phasing of the Segment 1 project to the new construction season.
**Fiscal Impact/Funding:**
Funding for this project is from the State/TRLIA Upper Yuba River Levee Improvement EIP Funding Agreement. The State has approved the Project for EIP funding and will share in the construction cost. The Funding Agreement cost sharing is Local 30% and State 70%. Below is a Summary of Contract and Adjustments:

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<th>Amount</th>
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<tr>
<td>Segment 3 TAC total of bid items</td>
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<td>Segment 1 total of bid items</td>
<td>101,900.00</td>
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<td>Total Bid/Initial Contract</td>
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<td>Segment 3 quantity adjustments</td>
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<td>Segment 3 design and field changes</td>
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<td>Total Contract to date</td>
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**Attachments:**
1. Summary of quantity changes
2. Contract Modification Number 1
### Attachment 1: Feather River Segment 3 TAC- quantity adjustments

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<th>Item</th>
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<td><strong>99,915.46</strong></td>
</tr>
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MODIFICATION OF CONTRACT

1. Modification No.: 001  
2. Effective Date: 25 March 24, 2014  
3. Modification Name: Plan Modifications and Field Changes

4. Project: Feather River Levee – Segment 3 Toe Access Corridor

5. Contract No.: PH4-2013-01

6. Contractor:  
Sierra National Construction, Inc.  
Marc Ariza  
5433 El Camino Ave. #4  
Carmichael, CA 95608

7. Administered By:  
TRLIA  
Doug Handen  
Construction Manager  
1114 Yuba Street #218  
Marysville, CA 95901

8. Pursuant to:  
___ Field Instruction IAW Section 004-4-5, issued to add, delete, modify or reject work.  
Refer Field Directive #:  
XX Change Directive IAW Section 009-9-2. Issued to order corrections, alterations, additions modifications, deletions or other changes to the work  
___ Construction Incentive Change proposal (CICP)  
___ Compensable Unavoidable Delays as defined in Section 7-12.02, “Unavoidable Delays”

9. Description of Modification:

1.01 Modifications to concrete “V” Ditch:  
The project was bid prior to obtaining an encroachment permit from the Central Valley Flood Protection Board. The permit issued included a requirement to include a sub-drainage blanket and weep holes w/ flap valves. The contractor provided a price modification for the work that included the gravel blanket and the flap valves placed in the flowline of the concrete ditch.

The contractors pricing has been attached to this modification.

Amount: $17,476.99

1.02 Removal of Asbestos Material:  
The project specifications, Demolition- Section 02220 3.1.10 describe that the contractor shall provide a rm asbestos and lead paint survey of the buildings to be demolished and provide a cost proposal for the abatement work subject to the results of the survey. The survey identified that asbestos was present in the Salvation Army Home located at 5906 Riverside Blvd.

The contractor furnished the attached price proposal to remove the asbestos material

Amount: $3,654.79

1.03 Not issued
MODIFICATION OF CONTRACT

1.04 Modifications to hydroseed mix design:
Reclamation District 784 requested that one of the seeds included in the seed specification, Gum Plant, be replaced with an alternative seed. The District said the livestock used to maintain vegetation on the levee does not eat the Gum plant and the abatement of the plant requires hand removal and additional costs to the District. The gum plant seed was replaced by increasing the Tomcat Clover seed from 5 lbs/acre to 10 lbs/acre. The Tomcat Clover seed is more costly and increase the cost per acre by $420/acre.

The total cost for the revised mix design is 1.5 acres x $420/acre is:  
Amount $ 630.00

1.05 Removal of debris not shown on plans or visible prior to construction:
During the clear and grub operations the contractor encountered buried debris that was not visible from the surface or depicted on the construction drawings. The debris was located beneath vegetation and soil in the vicinity of Station 41+00 to 46+00. Station 9+00 to 20+00 also included pockets of sand that were also removed.

The cost for this item of work is included in the attached proposal from Sierra National.  
Amount $ 14,084.99

1.06 Improvements to drainage outfall:
The contractor encountered buried debris and concrete blocks at the drainage outfall south of the Island Ave. ramp. The contractor was directed to conform the grade at the outfall to remedy prior erosion and also instructed to line the bank of the channel at the outfall with rip rap to prevent future erosion at the outfall structure.

The work was performed on at T&M basis, the summary of the costs is included in the attached cost proposal from Sierra National.  
Amount $ 6,785.50

1.07 Modifications to levee slope:
A portion of the existing levee in the vicinity of Station 4+00 to 5+00 included slopes needed to be flattened to conform with the ramp connection to the patrol road. The Owner directed the contractor to grade the lower - five feet of the slope to soften the slope. The minor grading in this location was not shown on the construction drawings and was considered as extra work.

The work was performed on at T&M basis, the summary of the costs is included in the attached cost proposal from Sierra National.  
Amount $ 4,294.08
MODIFICATION OF CONTRACT

1.08 Grading for additional ramp, north end of levee:

Reclamation District 784 requested that the “temporary ramp” at the north end of the project, ~ Station 50+00 to 52+00 be retained as a permanent ramp. The District wishes to use the ramp to improve access in connecting the patrol roads on the landside of the levee. The CVFFB indicated that the ramp could remain and be included in the “as-built” drawings for the project. The embankment and patrol road payments for this work are included in contract pay items 108 and 109 respectively. This change order represents the costs for the initial grading and below grade surface preparation that is not included in the unit price items.

The work was performed on at T&M basis, the summary of the costs is included in the attached cost proposal from Sierra National

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<thead>
<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>$3,448.37</td>
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1.09 Provide slurry encasement of PG&E gas pipe as required by PG&E

During the installation of the 36” culvert, the contractor was required to tunnel beneath the existing 16” PG&E gas main. The steel gas line was partially corroded and included root damage. PG&E requested that the contractor place slurry encasement around the pipe. Prior to backfill of the 36” culvert, the contractor provided the slurry encasement as directed by PG&E. The contractor was required to phase portions of the backfill to accommodate the cure of the slurry placed around the gas main and need to open the road to adjacent agricultural interests.

The work was performed on at T&M basis, the summary of the costs is included in the attached cost proposal from Sierra National

<table>
<thead>
<tr>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$3,643.11</td>
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</table>

1.10 Concrete demolition and removal

The contractor was required to remove additional concrete beyond the limits of concrete identified in the construction drawings. The existing concrete flatwork was located in the vicinity of Station 6+00 to 7+00 was covered w/ heavy brush and not identified prior to the commencement of clearing and grubbing.

The work was performed on at T&M basis, the summary of the costs is included in the attached cost proposal from Sierra National

<table>
<thead>
<tr>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$4,284.00</td>
</tr>
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</table>
MODIFICATION OF CONTRACT

1.11 Modifications to flap gate to fit headwall:

The flap gate described in the construction drawings is designed to fit on the end of a pipe section. The flap gate installed on the face of the wall required that the contractor create a shop drawing to allow for the modification to install the flap gate on the face of the outfall headwall.

The work was performed on at T&M basis, the summary of the costs is included in the attached cost proposal from Sierra National

| Amount       | $ 938.26 |

The total amount of this Contract Modification is $59,240.09, with no adjustment in contract time.

Contractor’s written agreement of this Contract Change Order, Field Instruction or other written directive will constitute his final and binding agreement to the provisions of the Contract change order, Field Directive or other written directive and waiver of all claims in connection therewith, weather direct or consequential in nature, including those of any Subcontractor or Suppliers.

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.

________________________________________
NAME & TITLE OF SIGNER:
DATE:
SIGNATURE:

11. Authorization:

Three Rivers Levee Improvement Authority (TRILA) hereby grants Authorization to Proceed with this “Contract Modification”. The Contract is hereby modified and the Agreement adjusted.

Mr. Doug Haden                      Date                      Mr. Paul Brunner                      Date
TRILA Construction Manager          TRILA Executive Director

..........................................................................................................................NOTHING FOLLOWS..........................................................................................................................
**Sierra National Construction**

**PROPOSED CHANGE ORDER**

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>HOURS</th>
<th>UNIT RATE</th>
<th>EXTENDED AMOUNTS</th>
<th>P.R. NO.</th>
<th>LABOR</th>
<th>HOURS</th>
<th>UNIT RATE</th>
<th>EXTENDED AMOUNTS</th>
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- LABOR: O.T. REG 36.00 47.00 1692.00
- LABOR: O.T. REG 0.00
- LABOR: O.T. REG 0.00
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- LABOR: O.T. REG 0.00
- LABOR: O.T. REG 0.00
- LABOR: O.T. REG 0.00

**MATERIAL AND/OR WORK DONE BY SPECIALISTS**

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<tr>
<th>DESCRIPTION</th>
<th>NO. UNIT</th>
<th>UNIT COST</th>
<th>EXTENDED AMOUNTS</th>
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**SUBCONTRACTORS**

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**TOTAL COST OF LABOR**

- A: 2,131.92
- B: 1,489.80
- C: 12,169.00
- TOTAL COST OF SUBCONTRACTORS: B + C = 13,658.80

- 24% ON LABOR COST
- 15% ON EQUIPMENT, MATERIAL AND WORK COST
- 5% ON SUBCONTRACTORS
- 2% BOND

**TOTAL THIS REPORT**: $17,473.89
# Sierra National Construction

## PROPOSED CHANGE ORDER

**C.C.O. NO.**: 1,02  
**REPORT NO.**: 

**CONTRACT NO.**: PH 4 2013/01  
**DATE PERFORMED**: 

**DATE OF REPORT**: 8/19/2013  
**AMOUNT AUTHORIZED**: 

**PREVIOUS EXPENDITURE**: 

**TO DATE**: 

**CONTRACTOR ID NO.**: 

**CONTRACTOR REPORT NO.**: 1

### WORK PERFORMED BY

- **A J's Land Clearing**

### DESCRIPTION OF WORK

- **Asbestos Abatement**

### Equipment Hours

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<th>RATE</th>
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### Material and/or Work Done by Specialists

- **DESCRIPTION**: SUBTOTAL  
  - **NO. UNIT**:  
  - **UNIT COST**:  
  - **EXTENDED AMOUNTS**:  
  - **ADDED SURCHARGE** (See Contract Provisions): 26%  
  - **SUBTOTAL**: $0.00

### Subcontractors

- **DESCRIPTION**: A J's Land Clearing  
  - **NO. UNIT**: 1.00  
  - **UNIT COST**: $3,412.50  
  - **EXTENDED AMOUNTS**: $3,412.50  
  - **TOTAL COST OF SUBCONTRACTORS**: $3,412.50

### Costs

- **+ 24% ON LABOR COST**: (A) $0.00
- **+ 15% ON EQUIPMENT, MATERIAL AND WORK COST**: (B) $0.00
- **+ 5% ON SUBCONTRACTORS**: (C) $170.63
- **+ 2% BOND**: (D) $71.66

**TOTAL THIS REPORT**: $3,664.72

---

**Contractor's Representative**

**Accepted for Progress Payment**

**Inspector's Acknowledgement**
Marc Ariza

From: Greenscape - Paula <info@hydrosod.com>
Sent: Thursday, October 31, 2013 3:52 PM
To: Marc Ariza
Subject: RE: Submittal 127 Seeding (Letter from RD784)

Marc,

The cost to make the seed changes per your request are as follows:

Delete Gum plant & increase Tomcat clover from 5 lbs/acre to 10 lbs/acre.

Add: Cost to make seed changes - Additional $420.00 Per Acre

**TOTAL ADD: $630.00 (1.5 Acres x $420/Acre)**

Thank you,

*Paula Dolin*

*Accounts Receivable*

*GREENSCAPE*

916-771-0524

916-771-0596 fax

Email: info@hydrosod.com

---

From: Marc Ariza [mailto:marc@arizainc.com]
Sent: Monday, October 28, 2013 2:11 PM
To: info@hydrosod.com
Subject: FW: Submittal 127 Seeding (Letter from RD784)

Please see attached

Regards,

Marc Ariza

Ariza Construction, Inc.
(916) 977-0667 Phone
(916) 977-0669 Fax

---

From: Jukes, Keith [mailto:kiukes@geiconsultants.com]
Sent: Monday, October 28, 2013 1:38 PM
To: Marc Ariza
Cc: Miyamoto, Cory; Wanket, Dan; Patrick Meagher (patrick@rd784.org); Doug Handen (handen@pacbell.net)
Subject: FW: Submittal 127 Seeding (Letter from RD784)

Marc,

Please reference the attached for the adjustment amount and type of seed.
Sierra National Construction
PROPOSED CHANGE ORDER

CONTRACT NO: PH 4 2013/01
DATE PERFORMED: 10/10/2013
AMOUNT AUTHORIZED: $1,05

DATE OF REPORT: 2/24/2014
PREVIOUS EXPENDITURE: $0

WORK PERFORMED BY: Valley Precision Grading
TO DATE: $0

DESCRIPTION OF WORK: Remove buried concrete and debris
CONTRACTOR JOB NO: 5

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MATERIAL AND/OR WORK DONE BY SPECIALISTS

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<th>TOTAL COST OF LABOR</th>
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SUBCONTRACTORS

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+ 24% ON LABOR COST
+ 15% ON EQUIPMENT, MATERIAL AND WORK COST
+ 5% ON SUBCONTRACTORS
+2% BOND

TOTAL THIS REPORT: $14,084.99
Valley Precision Grading, Inc.  
General Engineering Contractor #783244  
5037 College Oak Dr.  
Suite A  
Sacramento, CA 95841-4627  

Sierra National Construction  
5433 El Camino Ave., Ste 4  
Carmichael, CA 95608

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<td>Feather River Phase 4</td>
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<tr>
<td>Levee Repair</td>
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<td>Three Rivers Levee Improvement Authority</td>
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<td>Yuba County, CA</td>
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<td>Water Truck</td>
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<td>D4 Dozer 1 Day</td>
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<tr>
<td>916-972-8500</td>
<td>916-972-8600</td>
<td><a href="mailto:vpginc51@yahoo.com">vpginc51@yahoo.com</a></td>
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Valley Precision Grading, Inc.
General Engineering Contractor #783244
5037 College Oak Dr.
Suite A
Sacramento, CA 95841-4627

Sierra National Construction
5433 El Camino Ave., Ste 4
carmichael, CA 95608

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Total $6,753.63

Phone #: 916-972-8500
Fax #: 916-972-8600
E-mail: vpginc51@yahoo.com
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Net weight: 56.71

Invoice total: 1781.30
Total amount due: 1701.30

PAYMENT DUE UPON RECEIPT OF THIS INVOICE. DELINQUENT FEES WILL BE ADDED IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS FROM PRINTED DATE ABOVE

BILLING PERIOD 09/01/2013 - 09/30/2013
DELINQUENT DATE 11/03/2013
# Sierra National Construction

## PROPOSED CHANGE ORDER

**CONTRACT NO**: PH 4 2013/01

**DATE PERFORMED**: 11/18/2013

**AMOUNT AUTHORIZED**: $

**DATE OF REPORT**: 3/5/2014

**PREVIOUS EXPENDITURE**: $

**TODAY**: $

**TO DATE**: $

**CONTRACTOR JOB NO.**: 

**CONTRACTOR REPORT NO.**: 6

### WORK PERFORMED BY

Valley Precision Grading

### DESCRIPTION OF WORK

Regrade Cutfill and Coconut Blanket & Rip Rap

### EQUIPMENT

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### MATERIAL AND/OR WORK DONE BY SPECIALISTS

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<th>DESCRIPTION</th>
<th>NO. UNIT</th>
<th>UNIT COST</th>
<th>EXTENDED AMOUNTS</th>
<th>NO. UNIT</th>
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### SUBTOTALS

- **TOTAL COST OF LABOR**: A
- **TOTAL COST OF EQUIPMENT/MATERIAL**: B $1,491.92
- **TOTAL COST OF SUBCONTRACTORS**: C $4,701.86

### TOTAL COSTS WITHIN DESCRIPTIONS

- **+ 24% ON LABOR COST**: (A) 0.00
- **+ 15% ON EQUIPMENT, MATERIAL AND WORK COST**: (B) 223.79
- **+ 5% ON SUBCONTRACTORS**: (C) 235.08
- **+ 2% BOND**: (D) 133.05

### TOTAL THIS REPORT

$6,786.80
**Sierra National Construction**

**PROPOSED CHANGE ORDER**

<table>
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<tr>
<th>CONTRACT NO</th>
<th>PH 4 2013/01</th>
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| DATE PERFORMED | 11/14/2013 |
| DATE OF REPORT | 3/26/2014 |

**WORK PERFORMED BY**

Valley Precision Grading

**DESCRIPTION OF WORK**

Regrade slopes STA: 4+00-7+00

---

### Equipment

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**Material and/or Work Done by Specialists**

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<tr>
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<th>ADDED SURCHARGE: (See Contract Provisions)</th>
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**Subcontractors**

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| TOTAL COST OF LABOR | A | 0.00 |
| TOTAL COST OF EQUIPMENT/MATERIAL | B | 0.00 |
| TOTAL COST OF SUBCONTRACTORS | C | 4,009.41 |

+ 24% ON LABOR COST (A) 0.00
+ 15% ON EQUIPMENT, MATERIAL AND WORK COST (B) 0.00
+ 5% ON SUBCONTRACTORS (C) 200.47
+2% BOND (D) 84.20

TOTAL THIS REPORT 1084.40

---

**Contractor's Representative**

**Accepted for Progress Payment**

**Inspectors Acknowledgement**
Valley Precision Grading, Inc.
General Engineering Contractor #783244
5037 College Oak Dr.
Suite A
Sacramento, CA 95841-4627.

Sierra National Construction
5433 El Camino Ave., Ste 4
Carmichael, CA 95608

<table>
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<th>Description</th>
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<th>Total</th>
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<td>John Deere 200LC Excavator</td>
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<td>Yanmar ViO-50 Mini Excavator</td>
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<td>End Dump</td>
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<td>Operator - Regular Time</td>
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<td>Operator - Regular Time</td>
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<td>Laborer - Regular Time</td>
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<td>Fees For Grass &amp; Dirt 3 Loads @ $150/Load</td>
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Total $4,099.41

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<td>916-972-8500</td>
<td>916-972-8600</td>
<td><a href="mailto:vpginc51@yahoo.com">vpginc51@yahoo.com</a></td>
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<tr>
<td>EQUIP NO</td>
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MATERIAL AND/OR WORK DONE BY SPECIALISTS

- **DESCRIPTION**
  - **NO. UNIT**
  - **UNIT COST**
  - **EXTENDED AMOUNTS**
  - **ADDED SURCHARGE - (See Contract Provisions)**
  - **26%**
  - **0.00**

  **DESCRIPTION**
  - **NO. UNIT**
  - **UNIT COST**
  - **EXTENDED AMOUNTS**
  - **SUBSISTENCE**
  - **NO.**
  - **$0.00**

  **DESCRIPTION**
  - **NO. UNIT**
  - **UNIT COST**
  - **EXTENDED AMOUNTS**
  - **TRAVEL EXPENSE**
  - **NO.**
  - **$0.00**

  **DESCRIPTION**
  - **NO. UNIT**
  - **UNIT COST**
  - **EXTENDED AMOUNTS**
  - **OTHER**
  - **$0.00**

**SUBTOTAL** $0.00

**TOTAL COST OF LABOR**

**A** $0.00

**TOTAL COST OF EQUIPMENT/MATERIAL**

**B** $0.00

**TOTAL COST OF SUBCONTRACTORS**

**C** $3,219.77

- **+ 24% ON LABOR COST**
- **(A) 0.00**
- **+ 15% ON EQUIPMENT, MATERIAL AND WORK COST**
- **(B) 0.00**
- **+ 5% ON SUBCONTRACTORS**
- **(C) 180.99**
- **+2% BOND**
- **(D) 67.82**

**TOTAL THIS REPORT** $3,219.77
**Valley Precision Grading, Inc.**  
General Engineering Contractor #783244  
5037 College Oak Dr.  
Suite A  
Sacramento, CA 95841-4627  
Sierra National Construction  
5433 El Camino Ave., Ste 4  
Carmichael, CA 95608  

**Estimate**

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**Ship To**

2013-16  
Feather River Phase 4  
Levee Repair  
Three Rivers Levee Improvement Authority  
Yuba County, CA  

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</thead>
<tbody>
<tr>
<td>Change Order 7) Sub-Grade Preparation for Ramp Access Road</td>
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<td>John Deere 210C Skip Loader</td>
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**Total**  
$3,219.77  

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<tr>
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<td>916-972-8600</td>
<td><a href="mailto:vpginc51@yahoo.com">vpginc51@yahoo.com</a></td>
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</tbody>
</table>
**Sierra National Construction**

**PROPOSED CHANGE ORDER**

**CONTRACT NO:** PH-4 2013/01

**DATE PERFORMED:** 2/13/2013

**DATE OF REPORT:** 3/5/2014

**C.C.O. NO:** 1.07

**WORK PERFORMED BY:** Valley Precision Grading

**DESCRIPTION OF WORK:** Place and remove traffic plates and CLSM at PGE crossing

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<th>P.R. NO.</th>
<th>LABOR</th>
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<th>HOURLY RATE</th>
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**MATERIAL AND/or WORK DONE BY SPECIALISTS**

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<th>DESCRIPTION</th>
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**SUBTOTAL**

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<tr>
<td>VPG cost to remove plates and backfill</td>
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**TOTA1 COST OF LABOR**

**TOTA1 COST OF EQUIPMENT/MATERIAL**

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<th>ADDED SURCHARGE - (See Contract Provisions)</th>
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<tr>
<td>VPG cost to remove plates and backfill</td>
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**TOTA1 COST OF SUBCONTRACTORS**

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<th>UNIT COST</th>
<th>EXTENDED AMOUNTS</th>
<th>ADDED SURCHARGE - (See Contract Provisions)</th>
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**+ 24% ON LABOR COST**

**+ 15% ON EQUIPMENT, MATERIAL AND WORK COST**

**+ 5% ON SUBCONTRACTORS**

**+ 2% BOND**

**TOTAL THIS REPORT:** $3,643.11

---

**CONTRACTOR'S REPRESENTATIVE**

**ACCEPTED FOR PROGRESS PAYMENT**

**INSPECTORS' ACKNOWLEDGEMENT**

 рукописные пометки: paid 50% of 142.87, 50% of 150.67, 50% of 518.04, 50% of 142.87 for a total of $3,643.11
### Sierra National Construction

**PROPOSED CHANGE ORDER**

<table>
<thead>
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**WORK PERFORMED BY**

Valley Precision Grading

**DESCRIPTION OF WORK**

Sew Cut and remove Concrete / AC at V Ditch

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</tbody>
</table>

**MATERIAL AND/OR WORK DONE BY SPECIALISTS**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>NO. UNIT</th>
<th>UNIT COST</th>
<th>EXTENDED AMOUNTS</th>
<th>ADDED SURCHARGE - (See Contract Provisions)</th>
<th>26%</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td>$0.00 Subsistence</td>
<td>$0.00</td>
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<td>$0.00 Travel Expense</td>
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<td>$0.00 Other</td>
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**SUBTOTAL**

| SUBTOTAL | $0.00 |

---

### TOTAL COST OF LABOR

| TOTAL COST OF LABOR | $0.00 |

### TOTAL COST OF EQUIPMENT/MATERIAL

| TOTAL COST OF EQUIPMENT/MATERIAL | $0.00 |

### TOTAL COST OF SUBCONTRACTORS

| TOTAL COST OF SUBCONTRACTORS | $4,000.00 |

+ 24% ON LABOR COST

+ 15% ON EQUIPMENT, MATERIAL AND WORK COST

+ 5% ON SUBCONTRACTORS

+ 2% BOND

TOTAL THIS REPORT: $4,294.00

---

**CONTRACTOR'S REPRESENTATIVE**

---

**ACCEPTED FOR PROGRESS PAYMENT**

---

**INSPECTOR'S ACKNOWLEDGEMENT**
<table>
<thead>
<tr>
<th>SOUP NO</th>
<th>EQUIPMENT</th>
<th>HOURS</th>
<th>HOURLY RATE</th>
<th>EXTENDED AMOUNTS</th>
<th>P/R. NO</th>
<th>LABOR</th>
<th>HOURS</th>
<th>HOURLY RATE</th>
<th>EXTENDED AMOUNTS</th>
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<tr>
<td>11</td>
<td>truck 1 ton</td>
<td>4.00</td>
<td>26.90</td>
<td>$107.60</td>
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<td></td>
<td></td>
<td>0.00</td>
<td>pick up to Galv</td>
<td>2.00</td>
<td>45.93</td>
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<tr>
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<td></td>
<td>0.00</td>
<td>pick up at Galv to site</td>
<td>2.00</td>
<td>45.93</td>
<td>0.00</td>
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</table>

MATERIAL AND/OR WORK DONE BY SPECIALISTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>NO. UNIT</th>
<th>UNIT COST</th>
<th>EXTENDED AMOUNTS</th>
<th>SUBSISTENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haley Metal Fabrication</td>
<td>1.00</td>
<td>567.48</td>
<td>567.48</td>
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</tbody>
</table>

ADDED SURCHARGE - (See Contract Provisions)

TOTAL COST OF LABOR

SUBTOTAL

TOTAL COST OF EQUIPMENT/MATERIAL

TOTAL COST OF SUBCONTRACTORS

+ 24% ON LABOR COST

+ 15% ON EQUIPMENT, MATERIAL AND WORK COST

+ 5% ON SUBCONTRACTORS

+ 2% BOND

TOTAL THIS REPORT

CONTRACT NO: PH 4 2013/01

DATE PERFORMED: 3/14/2014

AMOUNT AUTHORIZED: $________

DATE OF REPORT: 3/28/2014

PREVIOUS EXPENDITURE: $________

TO DAY: $________

CONTRACTOR JOB NO: $________

CONTRACTOR REPORT NO: $11

MATERIAL AND/OR WORK DONE BY SPECIALISTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>NO. UNIT</th>
<th>UNIT COST</th>
<th>EXTENDED AMOUNTS</th>
<th>SUBSISTENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haley Metal Fabrication</td>
<td>1.00</td>
<td>567.48</td>
<td>567.48</td>
<td></td>
</tr>
</tbody>
</table>

ADDED SURCHARGE - (See Contract Provisions)

TOTAL COST OF LABOR

A          115.74

B          675.06

C          0.00

+ 24% ON LABOR COST

+ 15% ON EQUIPMENT, MATERIAL AND WORK COST

+ 5% ON SUBCONTRACTORS

+ 2% BOND

TOTAL THIS REPORT

CONTRACTORS REPRESENTATIVE

ACCEPTED FOR PROGRESS PAYMENT

INSPECTORS ACKNOWLEDGEMENT

TOTAL THIS REPORT

27.76

101.26

0.00

18.40
Bill To
Ariza Construction, Inc.
5433 El Camino Ave Ste 1
Carmichael, CA 95608

Ship To
Will Call

<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Terms</th>
<th>Due Date</th>
<th>Account #</th>
<th>Ship</th>
<th>Via</th>
<th>F.O.B.</th>
<th>Project</th>
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<tbody>
<tr>
<td>Net 30</td>
<td>2/21/2014</td>
<td>1/22/2014</td>
<td>Will Call</td>
<td>Will Call</td>
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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Code</th>
<th>Description</th>
<th>Price Each</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Retail</td>
<td>Flap Gax. Adapter Plate</td>
<td>375.44</td>
<td>375.44T</td>
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<tr>
<td>1</td>
<td>Retail</td>
<td>Galvanizing, min. charge</td>
<td>150.00</td>
<td>150.00T</td>
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</tbody>
</table>

Sales Tax (8.0%) $42.04
Total $567.48

PLEASE PAY FROM THIS INVOICE:
THE ITEMS AND COSTS STATED IN THIS INVOICE ARE REFLECTED IN THE SHIPPER ATTACHED TO AND INCORPORATED HEREIN.

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>916-675-1626</td>
<td>916-635-3253</td>
<td><a href="http://www.haleymetalfab.com">www.haleymetalfab.com</a></td>
</tr>
</tbody>
</table>