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 within the jurisdiction of TRLIA which is not on today’s agenda. The total amount of time allotted 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 CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

A. Approve minutes of the meeting of July 21, 2015.

IV ACTION ITEMS

A. Authorize proposed agreements with Western Aggregates and Cal Sierra and authorize Executive Director to execute contract upon review and approval of Counsel.

B. Award contract to responsive bidder, R&R Horn, Inc., in the amount of $225,990; authorize Executive Director to execute contract, issue Notice to Proceed for construction of Yuba South Levee Station 2154+00 Remediation upon review and approval of Counsel.

C. Approve Amendment No. 7 in the amount of $38,000 with MHM Inc. for engineering services, and authorize Executive Director to execute contract upon review and approval of Counsel.

D. Approve Change No. 5 in the amount of $238,209 with River Partners for three additional years of maintenance and monitoring for Feather River Setback Mitigation Planting an Elderberry Transplant and authorize Executive Director to execute contract upon review and approval of Counsel.

V BOARD AND STAFF MEMBER REPORTS

VI CLOSED SESSION

A. Conference with legal counsel pursuant to Government Code §54956.9(d)(2) – Anticipated litigation – One case

VII ADJOURN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

JULY 21, 2015

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 2:06 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Mary Jane Griego, and John Nicoletti. Director Sarbdeep Atwal was absent. Also present were Executive Director Paul Brunner, Counsel Kelly Pope, and Secretary/Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

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

II  PUBLIC COMMUNICATIONS: None

III  BOARD AND STAFF MEMBER REPORTS

Financial Consultant Seth Wurzel: Community Facilities District 2006-01 and 2006-02 Annual Reports

Executive Director Paul Brunner:
- Review of land purchases as property transfers to State
- Process for filling vacancy on Board

IV  PUBLIC HEARINGS – FINAL BUDGET FISCAL YEAR 2015/2016

A. Executive Director: Present overview and recommendation for Fiscal Year 2015-2016 Final Budget.

Executive Director Paul Brunner recapped the following:
- Fully funded budget
- Project Highlights for 2014-2015
- Actual revenue and expenditures for Fiscal Year 2014-2015
- Overall Program Costs - $471,225,608
- Final Budget 2015-2016
  → Starting Balance - $1.8 million
  → Estimated Revenues - $13 million
  → Estimated Expenditures $12.3 million
  → Estimated Ending Balance $2.5 million

Mr. Brunner responded to Board inquiries.

The Chair opened the public hearing. No one came forward.

MOTION: Move to approve Fiscal Year 2015-2016 Budget
MOVED: Rick Brown     SECOND: John Nicoletti
AYES: Rick Brown, Jerry Crippen, Mary Jane Griego, John Nicoletti
NOES: None     ABSTAIN: None     ABSENT: Sarbdeep Atwal
ADJOURN: 2:58 p.m.

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

__________________________
Chair

Approved: ____________________
August 4, 2015

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Andrea Clark, General Counsel
       Kelly Pope, Special Counsel

SUBJECT: Goldfields Interim 100-Year Flood Protection Project: Agreements with Mining Companies in the Yuba Goldfields

Recommended Action:

Approve proposed agreements with Western Aggregates and Cal Sierra, and authorize Executive Director to execute same.

Background:

On May 19, the Three Rivers Levee Improvement Authority (TRLIA) board endorsed the Central Valley Flood Protection Board permit application and delegated to the Executive Director authority to issue construction documents for the Goldfields Interim 100-year Flood Protection Project ("Project"). TRLIA determined in 2010 that floods could pass through the Yuba Goldfields, which until that point has been assumed to be high ground for the State Plan of Flood Control. TRLIA identified immediate actions necessary to provide for 100-year protection to continue current FEMA mapping for the RD 784 Service Area, and that work developed into the 100-year Project, which will consist of a continuous embankment designed to intercept and block potential breach flows from the Yuba River. The Project is proposed to be certified for an interim period (10-15 years) during which TRLIA can move forward with a more permanent solution.

Discussion:

The 100-year Flood Protection Project is located on mining property that is regulated by the State Mining and Geology Board. Western Aggregates holds vested rights for surface aggregate mining along the first embankment alignment. Cal-Sierra holds mineral vested rights along the first and second alignments. Rather than obtaining fee or an easement for the 100-yr embankment footprint, TRLIA staff has negotiated Co-operation Agreements with Western Aggregates and Cal-Sierra to build the embankments. The Co-operation Agreements allow TRLIA to construct and maintain the 100-yr embankments for the next 10-years (there two 5-year extension options within the Agreements).
Key elements of the Cooperation Agreements include the following:

1. Mining companies grant a license to TRLIA for construction and maintenance of the Project

2. TRLIA will be solely responsible for the design, implementation, construction and maintenance of the Line of Defense and for payment of all costs of construction and maintenance of Line of Defense

3. There is no cost to TRLIA for the use of the cobble material needed to build the embankments

4. License lasts for ten years with an option for TRLIA to extend to fifteen years, and one additional option to extend another five years if mutually agreed on.

5. Western Aggregates can use up to three haul roads up and over the embankment for aggregate transport activity, with the costs of design and construction paid by Western Aggregates

6. If Cal Sierra’s operations need to pass through the embankment, the Cooperation Agreement outlines the process for this to occur

7. Cal Sierra and Western Aggregates will execute a mutual release, whereby each mining company releases claims against each other related to TRLIA’s occupation of the property during the time of the agreement

**Fiscal Impact:**

There is no cost to TRLIA for Co-operative Agreements. Both mining companies (Western Aggregates, and Cal Sierra) have agreed to allow TRLIA to proceed with this critical flood control action at no direct cost to the community.

**Attachments:**

1. Cooperation Agreement with Western Aggregates (will be provided at Board meeting)
2. Cooperation Agreement with Cal Sierra (will be provided at Board meeting)
TO: Three Rivers Levee Improvement Authority Board
DATE: August 4, 2015
FROM: Paul G. Brunner, Executive Director
       Doug Handen, Construction Manager
SUBJECT: Contract No. PH4 2015-02 - Yuba South Levee Station 2154+00
         Remediation, Authorization to Award Contract and Issue Notice to
         Proceed to R&R Horn, Inc.

**Recommended Action:**

Approve the recommended responsive bid of R&R Horn, Inc. in the amount of
$225,990.00, and delegate authority to the Executive Director to award, sign, execute
Contract, and issue Notice to Proceed (NTP) to R & R Horn, Inc. for construction of the
Yuba South Levee Station 2154+00 Remediation.

**Background:**

Construction and bid documents(Attach 1) for the Project were issued to bidders
following the prior TRLIA Board approval as discussed at the June 16, 2015 meeting.
The project was advertised for bid beginning on June 29, 2015 and the bidding of the
project followed the public bidding requirements. The bid documents included a bid
opening date of July 29, 2015.

**Anticipated schedule:**

The following are projected milestone dates and schedule for the construction of the
Project:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Contract</td>
<td>August 7, 2015</td>
</tr>
<tr>
<td>Notice to Proceed- submittals</td>
<td>August 7, 2015</td>
</tr>
<tr>
<td>Notice to Proceed- construction</td>
<td>August 17, 2015</td>
</tr>
<tr>
<td>Construction Period</td>
<td>August 24, 2015 to October 16, 2015</td>
</tr>
</tbody>
</table>

The recommendation to delegate the authority to award the contract and issue Notice to
Proceed to the Executive Director is based on the following items:

➤ **Determination of Lowest Responsive Bidder:** The bid opening for this project
was on Wednesday July 29, 2015. A summary of bid results is attached(Attach 2).
The apparent responsive low bidder is R & R Horn, Inc. The contract may not be
ready to sign on August 4th, since there may be items that need to be worked out
with the apparent responsible low bidder.
Permits: Environmental permits for this work have been completed. A CVFPB encroachment permit was issued on May 4, 2015. No other permits are required.

Real Estate Acquisition and Relocations: No additional real estate acquisition is required for this project.

Timing of Contract/Award:

The bid documents state that TRLIA reserves the right to award a contract within 90 days of the bid date, based on the availability of funding and TRLIA Board approval.

Fiscal Impact/Funding:
Funding for this project is from the State/TRLIA Upper Yuba River Levee Improvement EIP Funding Agreement.

The Engineer's Estimate for the construction cost of this project is $350,000. 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%. The apparent responsible low bid is $225,990.00.

Attachment:
1. Form of Contract/Construction Agreement
2. Bid Results Summary
CONTRACT DOCUMENTS

Attachment 1
NOTICE INVITING SEALED PROPOSALS

NOTICE IS HEREBY GIVEN that the Three Rivers Levee Improvement Authority, hereinafter called TRLIA is inviting sealed proposals or bids for "CONSTRUCTION OF THE YUBA SOUTH LEVEE STATION 2154+00 REMEDIATION."

Sealed bids addressed to "Construction of the Yuba South Levee Station 2154+00 Remediation," c/o TRLIA, 1114 Yuba Street, Suite 218, Marysville, CA 95901, will be received by mail or hand delivery until 2:00 PM. on July 29, 2015. The formal bid opening will take place at the offices of TRLIA, 1114 Yuba Street, Suite 218, Marysville, CA 95901, at 2:30 PM local time, on July 29, 2015, at which time they will be publicly opened and read.

The project consists mainly of placement of approximately 7,700 cubic cut yards of embankment fill along the landside slope of the levee. The newly placed fill will be planted with grass seed to provide erosion protection. Provision of the fill material will be the responsibility of the contractor.

Work will be done and progressive payments made in accordance with and as more particularly described in the Specifications and Drawings.

Bids must be accompanied by a Proposal Guarantee amounting to ten percent (10%) of the bid as described in the Specifications. Said guarantee shall be applied toward any damages sustained by TRLIA in case that bidder depositing the same does not within ten (10) days after written notice that the contract has been awarded to him, (1) enter into a contract with TRLIA and (2) furnish Performance Bond as described in the Specifications.

TRLIA reserves the privilege of rejecting any and all bids or to waive any irregularities or informalities in any bids or in the bidding procedures, or to postpone the bid opening for good cause.

All bids shall remain valid and open for a minimum of 30 days.

All correspondence or other communications, written and oral, during the bidding and evaluation period must be directed to TRLIA as follows:
  Doug Handen, TRLIA Representative
  (916) 635-5200
  c/o Three Rivers Levee Improvement Authority
  1114 Yuba Street, Suite 218
  Marysville, California 95901

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all workmen employed by them in the execution of the Contract work.

The successful bidder, and each of his/her/its subcontractors, shall be required to comply with all local, state, and federal labor laws and regulations. They shall be required to pay the local prevailing rate of per diem wages as established by the Director of the California Department of Industrial Relations. Copies of said wage rates are on file at the office of TRLIA, and shall be made available to any interested party, on request.
In accordance with the provisions of Section 22300 of the Public Contract Code, the contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment, by entering into an Escrow Agreement for Security Deposits in Lieu of Retention.

At the time of Award of Contract, the successful Bidder must be in possession of at least a Class A General Engineering Contractor license issued by the California Contractor’s State License Board.

Plans and specifications, forms of proposals, bonds and contracts can be viewed and downloaded online at: www.trlia.org. Refer to Notice to Contractors Plans and Specs announcement. Copies of the bid documents may be purchased for $50.00 per set at Copy City located at 515 D Street, Marysville, CA.

Time limit for completion of the work is 100 calendar days after the issuance of the Notice to Proceed.

The Contractor or any listed subcontractors shall not be qualified to bid on this Project, be listed in a bid proposal for this Project (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of this Agreement, unless currently registered and qualified to perform public work with the California Department of Industrial Relations pursuant to Labor Code section 1725.5. An unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
INSTRUCTIONS TO BIDDERS

1. Bidders shall fill out and sign the following documents herein enclosed; failure to do so would constitute a non-responsive bid.

2. Bids shall be submitted in a sealed envelope, clearly marked on the outside, "CONSTRUCTION OF THE YUBA SOUTH LEVEE STATION 2154+00 REMEDIATION."

3. Instructions to bidders are hereby made a part of the contract documents.

4. The bidding documents shall not be removed from bound set of contract documents; including the notice, bidding documents, general conditions, and specific requirements.

5. A signed copy of any addenda issued before the bidding date shall be enclosed with the bid.

6. Prior to submission of bid, Bidders shall visit the site and familiarize themselves with the existing site, construction materials, existing structures, access to the areas of construction, and any other items which may affect their proposals. The submittal of a bid shall be construed that such a visit has been made and that the Bidder has full knowledge of such conditions.

7. To establish a basis for determining the quantities of materials to be handled in this contract, the Contractor shall review the contract drawings and bid documents, and shall perform any calculations or computations he deems necessary to verify the accuracy of the information shown thereon and shall confirm his agreement in writing to TRLIA upon submittal of his bid.
PROPOSAL FOR CONSTRUCTION OF THE
YUBA SOUTH LEVEE STATION 2154+00 REMEDIATION

Honorable Chair and Members of the Board
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

Members of the Board:

Pursuant to the foregoing Notice Inviting Sealed Proposals, the undersigned hereby proposes and binds himself on award by the Three Rivers Levee Improvement Authority (TRLIA) under this proposal, to execute in accordance with such award, a contract with necessary bonds of which this proposal, the Notice Inviting Sealed Proposals, and the planning and specifications adopted shall be a part, to furnish any and all labor, material, equipment and services necessary for satisfactorily performing and completing the work set forth in said specifications and shown on the plans accompanying them, within the time hereinafter set forth and at the price named in this proposal and the List of Quantities and Prices.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and conditions existing at the site of the work and environs.

The undersigned has checked carefully all the above figures and understands that TRLIA will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned understands that the quantities as set forth under the foregoing units are approximate only and are for the purpose of comparing bids and fixing the amount of bonds and agrees that these quantities may be increased or decreased, or the relative amounts of the various items varied without claim or damage or loss of anticipated profit, and that payment will only be made on the basis of the actual quantities of work performed.

The undersigned understands that TRLIA reserves the right to reject any and all bids and to waive any informality in bids received and may at its option make the award that in the judgment of TRLIA is to the best interest of TRLIA.

It is acknowledged and understood that this proposal shall remain valid and open for a minimum of 30 days.

Enclosed herewith is a certificate of fair employment practices, a certificate of Security for Compensation, and a Proposal Guarantee (bidder's bond, certified check, cashier's check) for amount equal to Ten Percent (10%) of the amount bid ($_____________) and the undersigned agrees that, in case of his default in executing and/or furnishing the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of TRLIA as liquidated damages.

In accordance with the specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after execution of the contract by TRLIA and the receipt of a notice from TRLIA to proceed with the work, and shall be completed no more than 100 days after the issuance of the Notice to Proceed.
The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workmen and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality of which the work is to be performed, as ascertained and published by the California Department of Industrial Relations, Division of Standards and Research, a copy of which is on file in TRLIA office.

Name under which business in conducted: ________________________________

______________________________

Business Address: ________________________________

______________________________

Zip: ________________ Telephone: ________________________________

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.

______________________________

IF CORPORATION, execute here: The undersigned certify that they sign this contract proposal with full and proper authorization so to do.

Corporate Name: ________________________________

By: ________________________________ Title: ________________________________

By: ________________________________ Title: ________________________________

Incorporated under the laws of the State of ________________________________

Attachments: Security for Compensation Certificate, Bidders Statement of Subcontractors, (Bidder's Bond, Cashier's Check, or Certified Check).

Date: ________________________________ Contractor's License No. ________

Expiration Date ________________________________
TO THE TRLIA BOARD

The undersigned declares he has carefully examined the location of the proposed work, that he has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with the said plans, specifications, and special provisions for the unit price set forth in the following schedule:

CONTRACTOR: _______________________________________________________

ADDRESS: _______________________________________________________

CITY: ___________________________________________________________

TELEPHONE NUMBER: _____________________________________________

CONTRACTOR'S LICENSE #: ________________ EXP. DATE: ___________

Bid Schedule Instructions: Complete Bid Schedule #1. Bids will be evaluated based on the total of Bid Schedule #1.
<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description of Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price (figures)</th>
<th>Total Price of Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization/Demobilization</td>
<td>Lump Sum</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SWPPP Preparation and Maintenance</td>
<td>Lump Sum</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SWPPP BMP Straw Wattle</td>
<td>700</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>SWPPP BMP Stabilized Construction Entrance</td>
<td>Lump Sum</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Topsoil Stripping Existing Berms</td>
<td>890</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Embankment Fill</td>
<td>7,700</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Respread Topsoil</td>
<td></td>
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</tr>
<tr>
<td>8</td>
<td>Erosion Control Seeding</td>
<td></td>
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</tbody>
</table>

TOTAL AMOUNT OF BID FOR SCHEDULE #1 (SUM OF ALL BID ITEMS 1-8):

NOTE: Work to be as per Specifications and Plans attached hereto. Payment Bond and a Performance Bond in the amount of 100% of anticipated total contract price must be provided if total contract price is in excess of $25,000.00

DATED: ____________________  CONTRACTOR: ____________________
CONTRACT FORM

This agreement, made and entered this ______ day of ___________ , 2015, by and between the Three Rivers Levee Improvement Authority, hereinafter TRLIA, and ______________________, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by TRLIA, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by TRLIA:

Perform foundation preparation and furnish equipment, materials, and labor to place approximately 7,700 cubic yards of embankment fill along the levee landside slope between stations 2151+79 and 2156+36, as per the plans and specifications entitled "Reclamation District No. 784, Three Rivers Levee Improvement Authority, Yuba South Levee Station 2154+00 Remediation" dated March 2015, and per the unit prices shown on Exhibit A.

The total agreed upon price: ________________________________, based on unit prices.

Payment shall be made within sixty (60) days after acceptance of work or portions thereof by TRLIA or as follows: Monthly payments will be made upon submission of a progress report with estimate of work accomplished and review and approval of the payment submission by the TRLIA Representative.

CONTRACTOR shall provide TRLIA with payment bond in the amount of 100% of the Contract Price in accordance with Civil Code Sections 3247 through 3258. No payment will be made by TRLIA until such bond has been received.

CONTRACTOR shall provide TRLIA with performance bond in the amount of 100% of the Contact Price guaranteeing faithful performance of said contract.

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following documents, which are all hereby incorporated by this reference:

- This Contract Form;
- Notice Inviting Sealed Bids;
- Instructions to Bidders;
- General Provisions;
- Construction Quality Control;
- Environmental Protection;
- Technical Provisions;
- Proposal for Construction;
- Bidder's Statement of Subcontractors;
- Security for Compensation certificate;
- Fair Employment Practices certificate;
- Noncollusion Affidavit
- Performance Bond.
- Payment Bond.
FORM "A-3"

- Bid Bond
- Certificates of Insurance and Endorsements.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

The above documents are collectively referred to as the "Contract Documents." To the extent that there is a conflict between the terms of any of the Contract Documents, the document that is listed higher in the above list of Contract Documents shall control. For example, if there were a conflict between the Contract Form and the General Provisions, the Contract Form would control because it is listed higher in the above list.

This instrument and the other documents mentioned above constitute the complete Contract between TRLIA and CONTRACTOR and the said other documents are as fully a part of this Contract as if hereto attached or herein repeated.

As used herein, "INDEMNIFIED PARTIES" collectively refers to all the following: TRLIA and its board of directors, officers, agents and employees; and the State of California, and all of its agencies, departments, officers, agents and employees, including but not limited to the Central Valley Flood Protection Board and the Department of Water Resources and their respective officers, agents and employees.

CONTRACTOR shall be responsible for its own work, property, and/or materials until completion and final acceptance of the work by TRLIA. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property, and/or materials at its own expense, as directed by TRLIA. CONTRACTOR waives all rights CONTRACTOR might have against TRLIA for loss of or damage to CONTRACTOR's work, property, or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of TRLIA. CONTRACTOR agrees to indemnify, defend, and hold harmless INDEMNIFIED PARTIES from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR's performance of this Contract, all so as to fully relieve INDEMNIFIED PARTIES from and protect it against any and all responsibility or liability therefore or in regard thereto.

Contract No. PH4 2015-02
TRLIA operates a Labor Compliance Program ("LCP") pursuant to Labor Code sections 1771.5, 1771.7 and 1771.8. Strict adherence to all provisions of the Labor Code is mandatory.

In accordance with the provisions of section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.8.

It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement.

TRLIA or TRLIA Representative shall make periodic site visits to observe and interview workers regarding the payment of prevailing wages and proper work classifications. Contractor and each Subcontractor shall cooperate and coordinate with TRLIA and provide unaccompanied access to workers on the job site.

Attention is directed to the provisions in section 1777.5 and sections 1777.6 of the Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it.

Contractors and any Subcontractors shall be assessed penalties for violating labor code sections as stated above and as specified in the labor code.

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

This agreement shall not be modified except by written document executed by the parties hereto.

CONTRACTOR

By: ____________________________
Title: __________________________

TRLIA

By: Paul G. Brunner, PE
Title: Executive Director
BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each, together with a statement of the portion of the work to be done by each.

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>License Number</th>
<th>Address</th>
<th>Portion of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>6.</td>
<td></td>
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</tr>
</tbody>
</table>

☐ Check if none proposed.

______________________________________________
(Signature of Bidder)
SECURITY FOR COMPENSATION CERTIFICATE

TO: Paul G. Brunner, PE
Executive Director, Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

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

(Signature of Bidder)

Business Address

Place of Residence

(This certification must be executed by the successful bidder prior to the award of contract. The bidder shall execute the certification on the page at the time of submitting his bid).
FAIR EMPLOYMENT PRACTICES

TO: Paul G. Brunner, PE
    Executive Director, Three Rivers Levee Improvement Authority
    1114 Yuba Street, Suite 218
    Marysville, CA 95901

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

Perform foundation preparation and furnish equipment, materials, and labor to place approximately 7,700 cubic yards of embankment fill along the levee landside slope between Stations 2151+79 and 2156+36 of the Yuba South Levee

(Signature of Bidder)

Business Address

Place of Residence

(This certification must be executed by the successful bidder prior to the award of contract. The bidder shall execute the certification on the page at the time of submitting his bid).
NONCOLLUSION AFFIDAVIT

__________________________, being first duly sworn, deposes and says that he/she is _______________ of the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this date _______________ 2015, at _______________.

NAME OF BIDDER: ________________________________

SIGNATURE OF: ________________________________

NAME/TITLE: ________________________________
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Three Rivers Levee Improvement Authority (hereinafter referred to as "TRLIA") and ____________________________________________ (hereinafter referred to as "Principal") have entered into a contract for the construction of the Yuba South Levee Station 2154+00 Remediation; and

WHEREAS, under the terms of said contract Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code;

NOW, THEREFORE, we, the Principal, and ________________________________,

_____________________________________________________________________, as Surety, are held and firmly bound unto TRLIA in the penal sum of ________________________________

dollars ($__________) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal or its subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the Surety will pay for the same, in an amount not exceeding the amount herein above set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right to action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ______ day of ________________________, 2015, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
NOTE:

To be signed by Principal and Surety and acknowledgment and notarial seal attached.

By: ________________________________

By: ________________________________

(Surety)

By: ________________________________

By: ________________________________
KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Three Rivers Levee Improvement Authority (hereinafter referred to as "TRLIA") has entered into a contract with ________________________________ (hereinafter referred to as "Principal") for construction of the Yuba South Levee Station 2154+00 Remediation; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and ________________________________, as Surety, are held and firmly bound unto TRLIA in the penal sum of ____________________ Dollars ($_____________) lawful money of the United States, being a sum equal to the total amount payable under the contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to satisfactory completion of the said contract, the above obligations to the amount of ________________________________ Dollars ($__________) being not less than ten percent (10%) of the total amount payable under the contract, shall hold good for a period of ninety (90) days after the completion and acceptance of said work, during which time if the above bounded Principal shall fail to make full, complete and satisfactory repair and replacement or totally protect TRLIA from loss or damage made evident during said period of ninety (90) days from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of ________________________________ Dollars ($ ) shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

In the event that TRLIA, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum herein above specified, we agree to pay to TRLIA or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this __________ day of ______________________________, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
NOTE:

To be signed by Principal and Surety and acknowledgment and notarial seal attached.

By: ________________________________

By: ________________________________

(Surety)

By: ________________________________

By: ________________________________
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TO: Three Rivers Levee Improvement Authority Board
DATE: August 4, 2015
FROM: Paul G. Brunner, Executive Director
       Doug Handen, Construction Manager
SUBJECT: MHM Inc. Contract Modification 7 to Provide Engineering Services on
          the 86' Break Site Project and 100-yr Goldfields Project

**Recommended Action:**
Approve Contract Amendment 7, in the amount of $38,000, to amend the existing
contract with MHM Inc. and authorize the executive director to sign and execute the
contract, once contract has been reviewed by General Counsel.

**Background:**
TRLIA entered into a contract with MHM Inc. in October of 2009 for surveying and
engineering services. The contract has been amended 6 prior times to include a variety of
engineering services and time extensions to perform the work. The current total contract
amount for MHM Inc. is $260,200 and includes a termination date of December 31,
2016.

The proposed contract Amendment 7 includes the following engineering services:

**Yuba South Levee Station 2154 Remediation ('86 Break):**

- Geotechnical Testing, Sampling, and Reporting
- Surveying- per project specifications
- Inspection Services and reporting
- Quality Assurance Field Surveys
- Storm Water Compliance, including Notice of Intent, SWPPP, and SMARTs
  reporting

Budget - $29,000

**100-yr Goldfields Project:**

- MHM will do additional topographic surveying in the Goldfields to improve
  estimates of material needed to construct the 100-Year embankment. This
  surveying will determine true depths of ponds that will be crossed by the
  embankment. Current estimates are based on assumed depths and are subject to
large unknown variance. This surveying will improve knowledge of material to be moved.

Budget - $9,000

Total proposed work to be added to MHM contract = $38,000

Prior Contract amount through Modification 6 = $260,200

Proposed total contract amount = $298,200

Fiscal Impact:
This is a time and material contract and can be terminated at any time, with TRLIA only obligated to pay for the work completed at the time of termination. The ‘86 Break work is part of the UYLIP funding agreement and is cost shared with the state (70% state/30% local). The 100-yr Goldfields work is 100% local funded. TRLIA’s has adequate local funding for the items of work included in the proposed contract modification.

Attachment:
MHM Inc., Contract Amendment 7
SEVENTH AMENDMENT  
TO  
AGREEMENT BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
MHM, Inc.  

THIS SIXTH AMENDATORY AGREEMENT is made and entered into this ____ day of August, 2015, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and MHM, Inc. ("CONSULTANT").  

RECATALS:  

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering and Surveying Services dated October 13, 2009 ("AGREEMENT"); and  

WHEREAS, TRLIA and CONSULTANT entered into the First Amendatory Agreement dated November 16, 2010; and  

WHEREAS, TRLIA and CONSULTANT entered into a Second Amendatory Agreement dated January 17, 2012; and  

WHEREAS, TRLIA and CONSULTANT entered into a Third Amendatory Agreement dated September 18, 2012; and  

WHEREAS, TRLIA and CONSULTANT entered into a fourth Amendatory Agreement dated June 4, 2013; and  

WHEREAS, TRLIA and CONSULTANT entered into a fifth Amendatory Agreement dated August 17, 2013; and  

WHEREAS, TRLIA and CONSULTANT entered into a sixth Amendatory Agreement dated February 17, 2015 to extend the contract termination date to December 31, 2016; and  

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: and  

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT.  

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:  

1. Article B.1 of the AGREEMENT shall be revised to increase the maximum contract fee by $38,000 from $260,200 to $298,200 for construction inspection and testing of the 86 Break Remediation Site and for additional topographic work in the Goldfields.
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 August 2015.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MHM, INC.

Paul G. Brunner, Executive Director

John Michael Smith
Principal

ATTEST:
DONNA STOTTEMeyer, SECRETARY

APPROVED AS TO FORM:
ANDREA P. CLARK
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

Andrea P. Clark
THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

August 4, 2015

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
      Doug Handen, Construction Manager
SUBJECT: Change Order #5 to River Partners Feather River Setback Mitigation
          Planting (FRSMP), and Feather River Elderberry Transplant (FRET)
          Projects

Recommended Action:
Authorize the Executive Director to amend the prior agreement with River Partners to include
three additional years of maintenance and monitoring for the FRSMP area. The amount of the
Change Order No. 5 is $238,209.00

Background:
TRLIA entered into an agreement with River Partners, on July 15, 2010, to perform the FRSMP
Project. River Partners completed the planting of the FRSMP project which included the Flood
Plain Swale, Messick Lake, Cultural Site, and Wind-Wave Buffer planting areas. The conditions
in the Feather River Setback levee Corps 404 permit for the monitoring for the Flood Plain
Swale and Messick Lake portions of the FRSMP include a total requirement of 8 years of
maintenance and monitoring. River Partners is currently providing maintenance and monitoring
of the FRSMP.

Discussion:
The proposed Change Order No. 5 includes 3 additional years (5th through 7th years) of
maintenance and monitoring of the FRSMP through December 2017. It is anticipated that during
this time period the maintenance and monitoring of these areas will be folded into the
management plan for the Setback Area that is being created by TRLIA and the Sacramento
Valley Conservancy in conjunction with the FESSRO Feather Setback Area Advanced
Mitigation Bank.

Fiscal Impact:
The Change Order No. 5 would increase the existing contract by $238,209.00 to a maximum
amount not exceeding a total contract value of $1,724,672.80. This change order is covered by
the Feather River EIP funding agreement and is fully funded. The State cost share under the EIP
agreement is approximately 82.5%.

Attachment:
River Partners Change Order No. 5 and Scope of Work
Change Order

River Partners
580 Vallombrosa Ave.
Chico, CA 95926
530-894-5401

Date: 4/15/2015
Owner: Three Rivers Levee Improvement Authority
Contractor: River Partners
Project name: Feather River Setback Mitigation & Planting
Change order number: 5

Original contract date: 7-15-10

1. Three additional years (June 2015 through December 2017) of maintenance, irrigation, and annual monitoring and reporting of Messick Lake and Floodplain Drainage Swale. $ 238,209.00

The original contract sum was: $ 1,199,747.00
Net amount of previous change orders: $ 286,716.80
Total original contract amount plus or minus net change orders: $ 1,486,463.80
Total amount of this change order: $ 238,209.00
The new contract amount including this change order will be: $ 1,724,672.80

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

Owner:
Paul Brunner, Executive Director, TRLIA
Name
1114 Yuba Street
Address
Marysville, CA 95901
City, State, Zip
Date
Signature
### FRSMP: Messick and Drainage Swale (YRS 4-6)

**River Partners Proposal**

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Feather River Setback Mitigation Project
Change Order #5
Scope of Work

To assist TRLIA in building upon their successes and meet their mitigation obligations associated with the Messick Lake and Floodplain Drainage Swale Mitigation Areas, River Partners proposes the following:

- Three additional years of routine maintenance including weed control activities such as mowing and herbicide application, as well as timely irrigation events to increase the survivorship, stature, and sustainability of the plantings.
- Annual monitoring and reporting of the mitigation areas in accordance with US Army Corps guidelines.