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, Griego, Nicoletti, Ritchie

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

   A. Approve minutes of the meeting of May 3, 2016.

IV ACTION ITEMS

   A. Award contract to Nordic Industries, Inc., low responsible bidder, in the amount of $7,228,240 for 200-year Western Pacific Interceptor Canal West Levee Improvement Project and authorize Executive Director to execute contract and Notices to Proceed upon review and approval of Counsel.

   B. Approve Adequate Progress Finding towards Urban Level of Flood Protection for Reclamation District 784 Urban Levee System and authorize Executive Director to transmit finding report to Yuba County upon review and approval of Counsel. (Letter and findings on file in Yuba County Board of Supervisors office)

   C. Approve Amendment No. 5 to the agreement with Engeo, Inc., in the amount of $75,000, for engineering services for Yuba Goldfields projects and authorize Executive Director to execute upon review and approval of Counsel.

   D. Approve Amendment No. 2 to the agreement with Harold W. Bertholf, Inc., in the amount of $50,000, for appraisal services for Goldfield UFRR Project and authorize Executive Director to execute upon review and approval of Counsel.

V BOARD AND STAFF MEMBER REPORTS

   A. Public access and dust issue Feather River Setback at Star Bend Gate. (No background information)

   B. Miscellaneous reports

VI ADJOURN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MAY 3, 2016

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Mary Jane Griego, John Nicoletti, and Edward Ritchie. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.

I ROLL CALL – Directors Atwal, Brown, Griego, Nicoletti, Ritchie – All present

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: Rick Brown

AYES: Sarbdeep Atwal, Rick Brown, Mary Jane Griego, John Nicoletti, Edward Ritchie
NOES: None
ABSTAIN: None
ABSENT: None

A. Approve minutes of the meeting of April 19, 2016. Approved.

IV ACTION ITEMS

A. Approve purchase of vernal pool habitat mitigation credits at Wildlands, Inc. Toad Hill Ranch Mitigation Bank and Daley Ranch Conservation Bank in the total amount of $100,000 to fulfill California Environmental Quality Act and Federal Endangered Species Act mitigation requirements for the Western Pacific Interceptor Canal 200-year Standard Project and delegate authority to Executive Director to finalize purchase agreement and execute upon review and approval of Counsel. Executive Director Paul Brunner recapped the mitigation needed for the project, purchase of credits, and responded to inquiries. Ms. Ann King, GEI, responded to inquiries.

MOTION: Move to approve

MOVED: Sarbdeep Atwal
SECOND: Rick Brown

AYES: Sarbdeep Atwal, Rick Brown, Mary Jane Griego, John Nicoletti, Edward Ritchie
NOES: None
ABSTAIN: None
ABSENT: None

B. Approve purchase of wetland mitigation credits at wetland mitigation credits at Westervelt Ecological Services Colusa Basin Mitigation Bank in the amount of $132,600 to fulfill California Environmental Quality Act and Clean Water Act mitigation requirements for the Western Pacific Interceptor Canal 200-year Standard Project and delegate authority to Executive Director to finalize purchase agreement and execute upon review and approval of Counsel. Executive Director Paul Brunner recapped the mitigation needed for the project, purchase of credits, and responded to inquiries. Ms. Ann King, GEI, responded to inquiries.

MOTION: Move to approve

MOVED: John Nicoletti
SECOND: Rick Brown

AYES: Sarbdeep Atwal, Rick Brown, Mary Jane Griego, John Nicoletti, Edward Ritchie
NOES: None
ABSTAIN: None
ABSENT: None
C. Ratify calendar year 2006 $394,800 purchase of 11.28 giant garter snake (GGS) mitigation credits from Wildlands Gilsizer North GGS Preserve and Gilsizer Slough South GGS Conservation Banks administered by Wildlands Inc.;

Executive Director Paul Brunner recapped prior purchase of credits which were not all used and responded to Board inquiries. Ms. Ann King, GEI, responded to inquiries.

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

2. Approve allocation of 22.65 GGS Excess mitigation credits currently owned by TRLIA to the Western Pacific Interceptor Canal 200-year Standard Project (Project); and

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

3. Approve $820,050 purchase of GGS mitigation credits from Westervelt Ecological Services Sutter Basin Mitigation Bank to fulfill California Environmental Quality Act and Endangered Species Act mitigation requirements for Western Pacific Interceptor Canal 200-year Standard Project and delegate authority to Executive Director to finalize purchase agreement and execute upon review and approval of Counsel.

Executive Director Paul Brunner recapped purchase to meet California requirements and responded to inquiries.

Ms. Ann King, GEI, responded to inquiries.

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

D. Approve Amendment No. 1 to agreement with Action Fencing in the amount of $61,478 and authorize Executive Director to execute.

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

V BOARD AND STAFF MEMBER REPORTS

Counsel Scott Shapiro recapped Cap to Cap held in April 2016

VI ADJOURN: 4:23 p.m.
Chair

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

_____________________________  ________________________________
Approved: ____________________
June 14, 2016

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Doug Handen, Construction Manager
       Claire Marie Turner, Project Manager
SUBJECT: Contract No. PH4 2016-01 200-yr Western Pacific Interceptor Canal (WPIC)
         West Levee Improvement Project, Sta. 0+00 to 310+00
         Approval to Award Contract for Construction

Recommended Action:
Approval of construction contract award and delegation for execution of the Construction
Agreement (Attach 1) and subsequent Notices to Proceed (NTP) to the Executive Director for the
Western Pacific Interceptor Canal 200-Year Standard Project.

Background:
TRLIA is proposing to improve the Western Pacific Interceptor Canal (WPIC) West Levee
through the WPIC 200-Year Standard Project ("Project") to meet the California Department of
Water Resources’ Urban Levee Design Criteria for 200-year flood protection. The proposed
project will correct geotechnical deficiencies related to seepage and slope stability along
approximately 2 miles of the West Levee and will construct a landside access road along
approximately 3.3 miles of the levee for future operations and maintenance activities. Levee
remediation measures proposed for the West Levee include cutoff walls, drained berms, a
stability berm, and landside fill. The project area is located in southern Yuba County, south of
the town of Olivehurst and immediately east of State Route 70.

On April 5, 2016, TRLIA adopted the Western Pacific Interceptor Canal 200-Year Standard Project
Final Initial Study and Mitigated Negative Declaration, the Mitigation Monitoring and Reporting
Program, the Project, and authorized the filing of a Notice of Determination under the California
Environmental Quality Act (CEQA).

On April 19, the TRLIA Board authorized the Executive Director to issue the final construction bid
documents. On April 27, TRLIA advertised for bidding of the Project with a May 27 bid opening date.
TRLIA subsequently issued two addenda and extended the bidding period to June 3. Two bids were
received and opened on June 3.

Discussion:
TRLIA received two bids for the Project on June 3, 2016. Nordic Industries, Inc. submitted the
lowest bid of $7,228,240 and Great Lakes Environmental and Infrastructure, LLC submitted the
highest bid of $7,606,324. Both bids were less than the engineer’s estimate of $9,165,500.
TRLIA staff have reviewed the bids and determined that the bid presented by Nordic is complete.
and the contractor and subcontractors are sufficiently qualified; therefore as the lowest bidder, TRLIA staff recommends contract award to Nordic Industries, Inc.

The Regulatory Permits and Right of Way permissions have been obtained or will be obtained in the next few weeks to accomplish this work in 2016, except the USACE 408 Authorization for the cut off wall work. It is anticipated that the USACE will issue the cut off wall 408 Authorization in July or possibly later, which may push this portion of the construction work into 2017. The Construction bid anticipated that this delay could occur and the bidders were required to say in their bid what the cost of delaying the cut off wall to 2017 would be. Nordic Industries cost to delay this work to 2017 was $55,000. This cost is included in Nordic’s overall low bid.

**Fiscal Impact:**
The contract amount is $7,228,240. Construction of the project is covered by the state/TRLIA UYLIP EIP funding agreement. Per the funding agreement the state/local cost share is 70/30. TRLIA’s near term cash flow projections show that there is a need to use the levee project funds (account 813) from the Yuba Levee Finance Authority (YLFA) to cover the local share for this project. The YLFA Board approved this action on April 13, 2016.

The reason for using the YLFA funds now instead of the original planned use which was to cover the 200-yr Goldfields project local share, is that the DWR retention/closeout funding for the Feather River and UYLIP EIP projects is coming later than needed in order to meet cash flow needs to commence construction on the WPIC Project. The Feather EIP and UYLIP EIP retention/closeout state payments will be used to cover the local share for the 200-yr Goldfields project.

With YLFA 813 project funds TRLIA’s levee improvement work is fully funded; including the 200-yr Goldfields project.

**Attachment:**
1. WPIC 200-Yr Construction Agreement
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA

AGREEMENT

WPIC WEST LEVEE IMPROVEMENT PROJECT

CONTRACT NO. PH4 2016-1

THIS AGREEMENT, made and concluded this __________ day of __________, 20__
between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), Party of the first part
and _Nordic Industries, Inc._ (the "Contractor"), party of the second part.

ARTICLE I.-- WITNESSETH, that for and in consideration of the payment and agreements hereinafter
mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in
the bond, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees
with the said party of the first part at his own proper cost and expense, to do all the work and furnish all the
materials, except such as are mentioned in the specifications to be furnished by said party of the first part,
necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of
TRLIA, its construction management consultants, and the inspectors of the United States Army Corps of
Engineers and the California Department of Water Resources, in accordance with the Contract Documents as
listed in the “Notice to Contractors” and the provisions detailed in this document, "Labor Surcharge and
Equipment Rental Rates," that are in effect when the work is accomplished and the current General Prevailing
Wage Rates, of the State of California Department of Industrial Relations.

The work to be done is described in detail in the Contract Documents as listed in the “Notice to Contractors,”
copies of which have been made available to the bidder.

WPIC WEST LEVEE IMPROVEMENT PROJECT

CONTRACT NO. PH4 2016-1

Said project Special Provisions are hereby made a part of this CONTRACT NO. PH4 2016-1

ARTICLE II.-- The said party of the first part hereby promises and agrees with said contractor to employ, and
does hereby employ, the said Contractor to provide the all labor, materials, services, transportation, appliances
and mechanical workmanship required for this contract and to do the work according to the terms and conditions
herein contained and referred to the prices hereinafter set forth, and hereby contracts to pay the same at the time,
in the manner and upon the conditions herein set forth; and said parties for themselves, do hereby agree to the
full performance of the covenants herein contained.

ARTICLE III.-- The State general prevailing wages are hereby specifically referred to and by this reference are
made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be
any conflict between the terms of this instrument and the bid or Proposal of said Contractor, then this instrument

Issued for Bid – Addendum 1
May 23, 2016
shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract.

ARTICLE V.-- The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE VI-- The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the specifications.

ARTICLE VII-- The Contractor shall defend, indemnify, and save harmless COUNTY OF YUBA and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section G6-03 of these Specifications.

ARTICLE VIII-- This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of COUNTY OF YUBA in the same manner as if such parties had been expressly named herein.

All times stated herein or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

ARTICLE IX-- In addition to its rights under Articles G5-17 and G5-18 of the General Specifications, TRLIA shall have the right to terminate this agreement without cause. In the event of such termination and in accordance with Articles G5-20 and G5-21 of the General Specifications, the Contractor shall be entitled to payment for all work done up to the time of termination.

ARTICLE X.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for the loss or damage, arising out of the nature of the work aforesaid, or for the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the county, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the engineer under them to wit:

Issued for Bid -- Addendum 1
May 23, 2016
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

BY
Executive Director, TRLIA

DATE

ATTEST:

Clerk of the TRLIA Board of Directors

CONTRACTOR:

Nordic Industries, Inc.

__________________________
License Number

592271

Date

(Seal)

I hereby certify that I have examined the within Contract and find the same to be in conformance with the provisions of the State Contract Act.

________________________________________
General Counsel, TRLIA

DATE____________________________
PERFORMANCE BOND

WPIC WEST LEVEE IMPROVEMENT PROJECT

CONTRACT NO. PH4 2016-1

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Three Rivers Levee Improvement Authority has awarded to Nordic Industries, Inc. designated as the "Contractor," a contract for the following work within Yuba County:

WPIC WEST LEVEE IMPROVEMENT PROJECT

AND WHEREAS, the Contractor is required to furnish a Bond in connection with said contract guarantying faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the Three Rivers Levee Improvement Authority in the sum of seven million two hundred and twenty-eight thousand two hundred forty dollars and no/100 ($7,228,240.00) (which amount is not less than one hundred percent (100%) of the Contract prices) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract, including the provisions therein for liquidated damages, and any alteration thereof made as therein provided, on his or their 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, and shall indemnify and save harmless the said Three Rivers Levee Improvement Authority, its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise, it shall be and remain in full force and virtue.

No prepayment, or delay in payment, and no change, extension, addition or alteration of any provisions of said contract or in the specifications agreed to between the Contractor and the said County of Yuba, and no forbearance on the part of the said Three Rivers Levee Improvement Authority, shall operate to relieve any surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the California Civil Code.
IN WITNESS WHEREOF, we hereunto set our hands and seals on this ______________ day of ______________, 20__.

SURETY

____________________________________

By____________________________________

Attorney in Fact

CONTRACTOR

____________________________________

____________________________________

by ___________________________________

Title__________________________________

NOTE: Signature of those executing for the Surety must be properly acknowledged.
LABOR AND MATERIAL PAYMENT BOND

CONTRACT NO. PH4 2016-1

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the TRLIA has awarded to

Nordic Industries, Inc.

as principal, hereinafter designated as the "Contractor," a contract for performing the following work in Yuba County:

WPIC WEST LEVEE IMPROVEMENT PROJECT

CONTRACT NO. PH4 2016-1

AND WHEREAS, said Contractor is required by the provisions of Sections 3247 through 3252 of the California Civil Code to furnish a Bond in connection with said Contract, as hereinafter set forth;

NOW, THEREFORE, as the undersigned Contractor and Surety are held firmly bound unto the Three Rivers Levee Improvement Authority in the sum of seven million two hundred and twenty-eight thousand two hundred forty dollars ($7,228,240.00) (which amount is not less than one hundred percent (100%) of the Contract price) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors of assigns, or subcontractors shall fail to pay for any materials, provision, provender or other supplies or teams, implements or machinery, used in, upon, for, about the performance of work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor and required by the provisions of Section 3247-3252 of the California Civil Code, and provided that the claimant shall have complied with provisions of said Code; the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this Bond said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of California Civil Code, so as to give right of action to them or their assigns in any suit brought upon this Bond.

No prepayment, or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or in the Specifications agreed to between the Contractor and the said Three Rivers Levee Improvement Authority, and no forbearance on the part of the said County of Yuba, shall operate to relieve and Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such Surety is hereby given, and said Surety hereby waives the provisions of Section 2819 of the California Civil Code.

Issued for Bid — Addendum 1
May 23, 2016
CONTRACTOR

_____________________________________

_____________________________________

BY ___________________________________

TITLE ________________________________

SURETY

_____________________________________

BY ___________________________________

NOTE: Signatures of those executing for the Surety must be properly acknowledged.
June 14, 2016

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Ric Reinhardt, Program Manager

SUBJECT: Approve Adequate Progress Finding towards an Urban Level of Flood Protection for the Reclamation District 784 Urban Levee System and Transmittal of Finding to Yuba County

Recommended Action
Approve the Adequate Progress Finding (APF) towards an Urban Level of Flood Protection (ULOP) for the Reclamation District (RD) 784 Urban Levee System and authorize the Executive Director to transmit the APF Report to Yuba County upon review and approval of General Counsel. A transmittal letter to Yuba County is attached.

Background
In 2007, the California Legislature passed Senate Bill (SB) 5 which requires all cities and counties within the Sacramento-San Joaquin Valley to make findings related to an urban level of flood protection for urban and urbanizing lands within a flood hazard zone. The bill defined “urban level of flood protection” as the level of flood protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with or developed by the Department of Water Resources (DWR). Further, the legislation required a city or county, prior to making any number of land use decisions beginning July 2, 2016, to demonstrate that there is an urban level of flood protection, impose conditions that will achieve the urban level of flood protection, or demonstrate adequate progress toward providing an urban level of flood protection. Urban Level of Flood Protection (ULOP) Criteria implementation guidance issued in November 2013 by the State, requires that these findings be based on substantial evidence in the record. The Three Rivers Levee Improvement Authority (TRLIA) has been implementing projects since 2004 to improve the RD 784 Urban Levee System to a level to provide this required 200-year protection. Most of that work is complete with only two projects remaining, the WPIC Standard Project and the Goldfields 200-Year Project.

Discussion
TRLIA has evaluated the RD 784 Levee System for the Urban Levee Design Criteria (ULDC) issued by DWR in May 2012. This evaluation is documented in an Engineer’s Report, Substantial Evidence Engineer’s Report, Urban Level of Protection, RD 784 Levee System (Engineer’s Report), dated May 2016, prepared by TRLIA. Based on this evaluation and a review by an Independent Panel of Experts, TRLIA is able to make an APF towards a ULOP for
the RD 784 Urban Levee System. This finding is documented in the *Three Rivers Levee Improvement Authority, Adequate Progress Finding towards an Urban Level of Flood Protection Report for the Reclamation District 784 Levee System*, dated June 2016, which is attached. This APF is based on the following:

- An Engineer’s Report, *Substantial Evidence Engineer’s Report, Urban Level of Protection, RD 784 Levee System (Engineer’s Report)*, dated May 2016, prepared by TRLIA, attached, documenting the data and analyses for demonstrating that the RD 784 Urban Levee System for the most part is able to withstand flooding from a 1-in-200-year flood event in accordance with the State of California’s ULDC, issued in May 2012.
- A statement by Mr. Richard Reinhardt, P.E. found in the *Engineer’s Report* certifying that the RD 784 Levee System is expected to be able to withstand flooding that has a 1-in-200 chance of occurring in any given year upon completion of all flood system improvements.
- For portions of the RD 784 levee system that do not currently meet ULDC, there are plans for providing an urban level of flood protection by July 2025, the WPIC Standard Project and the Goldfields 200-Year Project.
- A Concurrence Report from the Independent Panel of Experts (IPE) composed of Mr. Donald Babbitt, P.E., Dr. Faiz Makdisi, P.E., PhD, and Dr. David Williams, P.E., PhD, dated June 9, 2016, attached.

**Fiscal Impact**

Approval of this finding has no fiscal impact to TRLIA. Absence of a finding would delay future development in southwest Yuba County which could have fiscal impacts to Yuba County.

**Attachments:**

1. Adequate Progress Finding Report Transmittal Letter to Yuba County
2. Three Rivers Levee Improvement Authority, Adequate Progress Finding towards an Urban Level of Flood Protection Report for the Reclamation District 784 Levee System
3. Substantial Evidence Engineer’s Report, Urban Level of Protection, RD 784 Levee System
June 14, 2016

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director  
Larry Dacus, Design Manager
SUBJECT: Approve 5th Contract Amendment with ENGEO Incorporated for Engineering Services

**Recommended Action:**
Approve Amendment No. 5 (Attach 1) with ENGEO Incorporated to increase the budget by $75,000 for additional effort for engineering services for the Yuba Goldfields Flood Projects Implementation and authorize the Executive Director to execute the amendment upon review and approval of General Counsel.

**Background:**
In November 2011, the TRLIA Board approved a contract award to ENGEO Incorporated for engineering services for the Yuba Goldfields High Ground Evaluation not to exceed $500,000 and delegated authority to the Executive Director to negotiate the contract. The final contract amount was for $500,000. This contract was amended on August 7, 2012 to increase the contract amount by $350,000 to a total of $850,000 and a second amendment on August 13, 2013 to increase the contract amount by $500,000 to a total of $1,350,000. A third contract amendment was executed on February 7, 2015 to extend the contract termination date to December 31, 2016. A fourth amendment on March 15, 2016 increased the contract amount by $75,000 to a total of $1,425,000. ENGEO efforts have been essential in formulating and evaluating alternatives and making the final selections for the 100-year and 200-year flood protection projects. ENGEO has continued their support as TRLIA implements the 100-year project and evaluates refinements to the proposed 200-year project to minimize the impacts of the 200-year project.

**Discussion:**
Implementation of the 100-year Goldfields Project and refinement of the Goldfields selected 200-Year Project continues. ENGEO services are required to complete these two tasks. ENGEO recently conducted an unanticipated preliminary geotechnical exploration program to verify a proposed approach for the Goldfields 200-Year Project; as well as accomplishing geotechnical evaluation of 200-year project refinements and preparing cost estimates for these refinements. All of this effort has greatly aided TRLIA’s intent to minimize the Goldfields 200-Year Project impacts. However more analysis is necessary to continue this effort. ENGEO has the background and expertise to provide the most effective effort for completing these tasks. More detail regarding ENGEO’s continuing contribution to the Goldfields Flood Protection Projects implementation is given in Exhibit 1 to Amendment 5 (Attach 2)
Fiscal Impact:
This amendment would increase the contract by $100,000 for services on a time and expenses basis, to a maximum amount not exceeding $1,525,000 ($1,425,000 previous contract amount + $100,000). TRLIA has expended all of the DWR approved grant of $2,000,000 for the Goldfields Feasibility Study. TRLIA local funds will be used to pay for this additional ENGEO effort. These initial UFRR efforts are being tracked and TRLIA will seek credit for these initial efforts once a UFRR Funding Agreement is reached with the State.

Attachments:
1. Amendment 5
2. Exhibit 1 to Amendment 5
AMENDMENT NO. 5

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
ENGEIO INCORPORATED

THIS FIFTH AMENDATORY AGREEMENT is made effective June ____, 2016, by and between Three Rivers Levee Improvement Authority ("TRLIA") and ENGEIO Incorporated ("the Consultant"), who agree as follows:

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

1.1. Effective December 1, 2011 the parties entered into an Agreement for Professional Services relating to Engineering 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 $350,000 to a total of $850,000.

1.3. Effective August 14, 2013 the parties entered into the second Amendatory Agreement to increase the budget by $500,000 to a total of $1,350,000 and to extend the Termination Date of the contract from June 30, 2013 to December 31, 2014.

1.4. Effective February 17, 2015 the parties entered into the third Amendatory Agreement to extend the Termination Date of the contract from December 31, 2014 to December 31, 2016.

1.5. Effective March 15, 2016 the parties entered into the fourth Amendatory Agreement to increase the budget by $75,000 to a total of $1,425,000.

1.6. 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;

1.7. TRLIA and the CONSULTANT desire to amend the AGREEMENT;
NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

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

2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and ENGEIO) is amended by the addition of effort to the original tasks. These additional efforts are 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 ENGEIO Technical Services, Inc. are amended to include the additional amount of $100,000 for a total contract amount of $1,525,000.

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 ________________ 2016.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ENGEIO INCORPORATED

Josef Tootle, GE
Principal

ATTEST:
DONNA STOTTLEMeyer
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
Andrea P. Clark
GENERAL COUNSEL

Andrea P. Clark
May 13, 2016

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

Subject: Yuba Goldfields Geotechnical Evaluation  
Yuba County, California

REQUEST FOR AMENDMENT NO. 5

Dear Mr. Brunner:

As discussed, we have reached the limit of our approved budget on the Yuba Goldfields Geotechnical Evaluation. We have worked in cooperation with the TRLIA team to provide ongoing geotechnical engineering to support both 100- and 200-year projects.

Our original contract was initiated on November 28, 2011. We summarize below our original contract and amendments to date:

TABLE 1  
ENGE0 Contract Summary  
Yuba Goldfields Geotechnical Evaluation

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
<th>Description</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>November 28, 2011</td>
<td>Geotechnical Services</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Amendment No. 1</td>
<td>August 7, 2012</td>
<td>Increased budget by $350,000; extended contract termination date to June 30, 2013</td>
<td>$ 850,000</td>
</tr>
<tr>
<td>Amendment No. 2</td>
<td>August 14, 2013</td>
<td>Increased budget by $500,000; extended contract termination date to December 31, 2014</td>
<td>$1,350,000</td>
</tr>
<tr>
<td>Amendment No. 3</td>
<td>August 14, 2013</td>
<td>Extended contract termination date to December 31, 2016</td>
<td>$1,350,000</td>
</tr>
<tr>
<td>Amendment No. 4</td>
<td>March 15, 2016</td>
<td>Increased budget by $75,000</td>
<td>$1,425,000</td>
</tr>
</tbody>
</table>

Since our last budget increase request, our services have included:

- Completion of unanticipated geotechnical explorations consisting of three deep borings and laboratory testing to evaluate 200-year alternatives (approximately $30,000).
- Engineering analyses for various levee geometries for 200-year setback configurations. The analyses compared the performance of seepage berms, cutoff walls, and drainage trenches as underseepage mitigation approaches.
We have exhausted our current budget and, therefore, request a budget increase. While the scope of our future services continues to evolve, we anticipate that our services through the end of this year may include the following general items:

1. Attendance at meetings with the TRLIA team and various agencies.
2. Revisions to documents to gain further approvals from the BOSC.
3. Field observation during completion of Crossing 21 for the 100-year project grading and preparation of documentation for submittal to FEMA.
4. Engineering analysis of various levee geometries to evaluate land constraints.
5. Assistance to the design team with development of the final 200-year alignment to satisfy local stakeholders. This may involve preparation of technical documents or illustrations, and general geotechnical consultation.

While there is uncertainty involved in the amount of time and effort to develop the final 200-year alignment that will be taken to final design, we suggest increasing the budget by $100,000 to allow completion of the above general task items as well as unforeseen services that may arise.

If this request is agreeable, please forward an appropriate addendum for our review and signature. If you have any questions regarding this letter, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated

Mark M. Gilbert, GE
Principal

Josef J. Tootle, GE
Principal
June 14, 2016

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Approve Amendment 2 to Contract with Harold W. Bertholf, Inc. for Real Estate Appraisal Services to Increase Budget

Recommended Action:
Approve Amendment 2 to contract with Harold W. Bertholf, Inc. to increase their budget by $50,000 so that they can continue to serve as aggregate and mineral appraisers for the Goldfields UFRR Project and authorize the Executive Director to sign and execute the amendment once General Counsel has reviewed and approved.

Background:
In October 2013, the TRLIA Board approved a contract award to Harold W. Bertholf, Inc. for real estate appraisal services for the Yuba Goldfields Flood Protection Projects Evaluation not to exceed $103,000 and delegated authority to the Executive Director to negotiate the contract. This contract was amended on January 19, 2016 to extend the contract termination date to December 31, 2017. Harold W. Bertholf, Inc. efforts are essential in evaluating the financial value of impacted aggregates and minerals due to refinements to the proposed Goldfields UFRR Project.

Discussion:
Harold W. Bertholf, Inc. services as aggregate and mineral appraisers will continue to be needed in 2016 and 2017 as TRLIA accomplishes final design and real estate acquisition for the Goldfields UFRR Project. Harold W. Bertholf, Inc. has exhausted the initial budget and their services are currently needed to assist in determining the aggregate and mineral financial impacts of refinements to the Goldfields UFRR Project. Amendment 2 (Attach 1) increases the budget by $50,000 to a total contract amount of $153,000.

Fiscal Impact:
This amendment would increase the contract by $50,000 for services on a time and expenses basis, to a maximum amount not exceeding $153,000 ($103,000 previous contract amount + $50,000). TRLIA has expended all of the DWR approved grant of $2,000,000 for the Goldfields Feasibility Study. TRLIA local funds will be used to pay for this continuing Harold W. Bertholf, Inc. effort. These initial UFRR efforts are being tracked and TRLIA will seek credit for these initial efforts once a UFRR Funding Agreement is reached with the State, which at that time it is expected the state cost share will 79%.

ATTACHMENT:
1. Amendment 2
AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
REAL ESTATE APPRAISAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
HAROLD W. BERTHOLF, INC.

THIS SECOND AMENDATORY AGREEMENT is made effective June _______, 2016, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Harold W. Bertholf, Inc. ("Contractor"), who agree as follows:

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

1.1. Effective October 30, 2014 the parties entered into an Agreement for Professional Services relating to Real Estate Appraisal Services for TRLIA’s Construction Program.

1.2. Effective January 19, 2016 the parties entered into the first Amendatory Agreement to extend the Termination Date of the contract from November 1, 2015 to December 31, 2017.

1.3. 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;

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

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

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

2.1. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and Harold W. Bertholf, Inc. are amended to include the additional amount of $50,000 for a total contract amount of $153,000.

3. No Effect on Other Provisions. Except for the amendment 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 ________________, 2016.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner, P.E.
Executive Director

ATTEST:
DONNA STOTTHEMEYER,
SECRETARY

HAROLD W. BERTHOLF, INC.

Randolph B. Bertholf
Corp. Secretary/Treasurer

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