

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY MARCH 27, 2007 – 2:00 P.M. SPECIAL MEETING

Yuba County Government Center
Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

I **CALL TO ORDER**

II **ROLL CALL** – Directors Rick Brown, Jerry Crippen, Mary Jane Griego, Dan Logue, Richard Webb

III **ACTION ITEMS**

- A. Consider inclusion of Three Rivers Improvement Authority in Downey Brand Attorneys LLP advertisement and take action as appropriate.
- B. Approve Amendment No. 6 to agreement with Bender Rosenthal Inc. in the amount of \$957,710 for right-of-way services for Phase 4 Feather River Setback Levee for a term through May 30, 2008 and authorize Vice-chairman to execute upon review and approval of County Counsel.
- C. Approve Contract No. PH4-2007/08-01 Phase 4 Feather River Levee Repair Project Request for Bids and authorize Executive Director to issue Segments 1 and 3 improvement work upon review and approval of County Counsel.
- D. Approve minutes of the regular meeting of March 6, 2007.

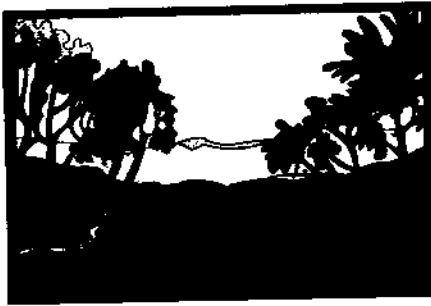
IV **BOARD AND STAFF MEMBERS' REPORTS**

- A. Assessment District Update (No background material)
- B. Installation of Monitoring Wells
- C. Executive Director Report
- D. Board/Staff Comments

V **CLOSED SESSION**

- A. Conference with Real Property negotiator & Legal Council Pursuant to Government Code 54956.8 & 54956.9 – Property and Negotiating Parties: APN 016-150-019 Foster and TRLIA Bob Morrison/Stacy Sheston Negotiations: Price and Terms of Payment
- B. Conference with Real Property negotiator Pursuant to Government Code 54956.8 – Property and Negotiating Parties: APN 020-020-053 CalTrans and TRLIA /Bob Morrison Negotiations: Price and Terms of Payment

VI **ADJOURN**



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

March 27, 2007

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PSB*
Scott Shapiro, Special Counsel

SUBJECT: Downey Brand Ad

Recommended Action: Take action to approve or not approve use of Three Rivers project in Downey Brand proposed ad.

Background: Downey Brand is running an ad campaign in which it features projects on which the firm is working. Downey Brand proposes to use the Three Rivers project in such a feature.

Discussion: Because the Three Rivers project is still ongoing, the Board may wish to evaluate the message in the ad and confirm that the message is consistent with Three Rivers' overall media strategy.

Fiscal Impact: None

Attachments: Proposed ad.

Moving a mountain of legal issues to clear the way for new levees.



Downey Brand is the region's largest law firm as well as one of the state's foremost water law and flood protection law firms. That range of expertise was important to the Three Rivers Levee Improvement Authority in its development and implementation of a \$250 million flood protection solution for southern Yuba County, one of the largest locally funded flood protection projects in California history. Downey Brand has addressed many of the project's legal issues, providing advice and strategies on funding and contracting as well as environmental and regulatory permitting. With more than 100 attorneys in Sacramento, Stockton, South Placer and Reno, Downey Brand is involved in many of region's most dynamic and forward-thinking projects, helping clients like Three Rivers Levee Improvement Authority build a better California.

Lawyers who see possibilities®

DOWNEY BRAND

ATTORNEYS LLP

downeybrand.com



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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Marysville, CA 95901
(530) 749-7841 Fax (530) 749-6990

March 27, 2007

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PBB*
Ric Reinhardt, Program Manager
SUBJECT: Consider Contractual Agreement with Bender Rosenthal, Inc. (BRI) for TRLIA
Phase 4, Feather River Right of Way Services for the Proposed Setback Levee

Recommended Action

Approve Amendment 6 to the existing contract with BRI for the TRLIA Phase 4, Feather River Right of Way for the Proposed Setback Levee. The specific contract terms are detailed in the attached document (i.e., the contract document).

Discussion

A setback levee alternative has been selected by the TRLIA board for Segment 2 of the Phase 4 Feather River levee repairs. In order to maintain an aggressive schedule to complete this setback levee in 2008, the right of way acquisition phase of the project must begin immediately.

There are 48 parcels that may be affected by the new setback levee. The proposed Right of Way services include the following key tasks;

1. Right of Way Management
2. Rights of Entry for Geotechnical / Environmental Investigations
3. Boundary Surveying / Land Net
4. Plats and Legals
5. Appraisal
6. Appraisal Review (optional service)
7. Acquisition
8. Relocation
9. Title / Escrow Support
10. Condemnation Support

Fiscal Impact

The contract amendment would increase the existing contract by \$957,710 for services on a time-and-expenses basis, to a maximum amount not exceeding \$2,950,771 without prior authorization by TRLIA and extend the contract to April 2008. The BRI contract amendment is a time and materials contract that can be terminated without penalty. The TRLIA cash flow can accommodate expenditures for this work until July 2007.

SIXTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
BENDER ROSENTHAL, INC.

THIS SIXTH AMENDATORY AGREEMENT is made and entered into this _____ day of March 2007, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA"), a Joint Powers Authority, TRLIA and BENDER ROSENTHAL, INC. ("CONSULTANT")

RECITALS:

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

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

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

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

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

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

WHEREAS, Attachment B.1 of the AGREEMENT, state that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, the TRLIA and CONSULTANT desire to amend the Agreement;

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

1. Exhibit A of the AGREEMENT shall be amended to perform those additional services described in Exhibit A attached to this sixth AMENDMENT.
2. Article 4 of the AGREEMENT shall be revised to increase the price ceiling for basic services by \$957,710.00 from: \$1,993,061.00 to: \$2,950,771.00
3. Article 2 of the AGREEMENT shall be revised to extend to the "TERM" of the contract from June 30, 2007 to May 30, 2008.

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

This Amended agreement is hereby executed on this _____ day of _____
2007.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

CONSULTANT

BY: _____
Paul G. Brunner, Executive Director

BY: _____
BENDER ROSENTHAL, INC.

APPROVED AS TO FORM,

DANIEL G. MONTGOMERY
County Counsel

BENDER ROSENTHAL, INC.

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

March 15, 2007

Mr. Paul Brunner, P.E.
Three Rivers Levee Improvement Authority
915 Eighth Street #119
Marysville, Ca 95901-5273

RE: Three Rivers Levee Improvements – Phase 4 – Segment 2 Right of Way Acquisition

Dear Mr. Brunner:

Bender Rosenthal, Inc. (BRI) is pleased to submit this scope for Right of Way Acquisition for Phase 4 – Segment 2 of the TRLIA project. We are pleased to include Cooper Thorne & Associates (CTA) on our team for Right of Way Engineering and Plat and Legal services.

The attached proposal is based on our knowledge of the project / real estate market gained as your consultant over the last 2 years and during various team meetings regarding the phase 4 projects. It outlines our understanding of your needs, plus our approach in continuing to meet those needs.

The proposal includes ten areas of the right of way process that may be required for the project to succeed. They include:

1. Right of Way (ROW) Planning and Management
2. Rights of Entry for Environmental and Geotechnical Work
3. Right of Way Engineering (Land Net)
4. Plats and Legals / ROW Field Staking
5. Appraisals
6. Appraisal Review
7. Acquisition
8. Relocation Assistance
9. Title and Escrow Support
10. Condemnation Support

BRI offers full service multi-dimensional Right of Way / Real Estate services under one roof, with experience second to none. The appraisal staff includes, in addition to the three principals, another MAI-designated appraiser and a six-person research and support staff. An additional ten person staff specializes in right-of-way acquisition and relocation activities. All staff are fully licensed to meet federal, state, and local requirements. Experience on prior projects similar to yours provides a full understanding of the project development process. The scope of the proposal covers all the major real estate issues facing the project. It includes a schedule of how we propose to proceed and a detailed staffing plan to meet that schedule.

Mr Paul Brunner, P.E.
Three Rivers Levee Improvement Authority
March 15, 2007
Page 2

Please let us know what else we can do to provide you assistance.

Sincerely

BOB MORRISON, PE, PMP
Vice President

Cc: Ric Reinhardt – MBK Engineers

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ATTACHMENTS

- A. BUDGET SPREADSHEET**
- B. PARCEL LIST AND SPREADSHEET**

I. PROJECT UNDERSTANDING

The Three Rivers Levee Improvement Authority is responsible for improving the levees along the Feather River, Bear River and Western Pacific Irrigation Canal (WPIC). The levee improvements are being completed in four phases. Phase one included urgent repairs to the levees at specific locations along the three levees and was completed in 2004. Phase two is scheduled for completion in Spring 2007, and includes improvements to the Bear River, Feather River and the WPIC. Phase three construction was completed in Fall of 2006 and includes the setback levees along the Bear River.

Phase 4 construction is broken into three segments:

- Segment 1 – Feather River Levee Mile 13.3 to 17.1
- Segment 2 – New Setback Levee
- Segment 3 - Feather River Levee Mile 23.6 to 26.7

Bender Rosenthal is already under contract for improvements on Segments 1 and 3. This proposal is for Right of Way services related to Segment 2 – New Setback Levee.

The new setback levee will require acquisition of roughly 1700 to 1800 acres. A majority of the take areas will be between the existing levee and the new setback levee. The property uses range from agricultural to speculative land. There are 48 parcels that will be affected, owned by 32 separate owners.

BRI proposes to acquire the right of way for the Setback levee in five stages.

- Stage 1 will include acquisition of property north of Ella.
- Stage 2 will include acquisition of property between Ella and Anderson.
- Stage 3 will include the acquisition of property south of Anderson.
- Stage 4 will include all the properties not directly affected by the levee footprint.
- Stage 5 will be the borrow areas outside the setback area.

II. RIGHT OF WAY SCOPE OF SERVICES

The following scope is for the ROW Planning and Management, Rights of Entry, Appraisal, Appraisal Review, Acquisition, Relocation Assistance, Title/Escrow Support, Condemnation Support, and Construction Services.

Task 1 - ROW Planning and Management

This task includes attendance at weekly project development team meetings, monthly schedule and progress updates, and coordination efforts with the PDT and ROW teams throughout the life of the project. This also includes development of the of a right of way budgets for various alternatives studied.

Deliverables:

- Developing a ROW Project Management Plan which includes scope, cost, schedule, risk, quality, and communication plans for the entire project.
- Running weekly BRI staff meetings through the appraisal and acquisition phase of the project.
- Attending Weekly PDT meetings.
- Providing Monthly progress updates to PDT and TRLIA staff.
- Coordinating design issues between engineering team and ROW team.
- Developing ROW Certification.
- ROW budgets for various alternatives.

Task 2 - Rights of Entry for Engineering / Environmental Studies

Bender Rosenthal Inc. proposes to develop all necessary contracts and letters based on TRLIA process for Rights of Entry. We will meet with the owners, and convey documents until the Right of Entry is signed. Three contacts with property owners are included in this scope. If a Right of Entry is not signed by the property owner, BRI will provide all necessary documentation to TRLIA to file a request with the courts for a Right of Entry. This effort was completed in April 2006. The current rights of entry expire between April and May of 2007 and must be renewed.

BRI will coordinate with the engineer, in order to expedite the process for gaining the Rights of Entry. Prior to negotiations with the property owners, the engineer will provide the environmental study area delineation on aerials as well as any other graphic representations for the owners. BRI will also require a project description and generic timing information on a fact sheet for distribution to the property owners and others involved in the Rights of Entry process. As part of the negotiations with the property owners, BRI recommends a \$500 administrative fee be paid to the property owners to help facilitate obtaining the right of entry. BRI will let the property owners know that any damage to the property as a result of the technical studies will be replaced / repaired to the owner's satisfaction.

If access is declined, BRI will provide the owner contact log to TRLIA for future court action. Steps within the Right of Entry process are outlined below:

1. Review of the project concept and design with staff and other consultants;
2. Preparation of Right of Entry's and cover letter documents;
3. Phone contact with property owner to set up time to meet and discuss the proposed Right of Entry.
4. Meet with the property owners to discuss the project in general; review of maps and project descriptions with the property owner and obtain signed ROE.
5. Right of Entry activities are based on settlement by the third contact. A recommendation to TRLIA will be made after *impasse* has been reached.
6. Deliver signed Right of Entry or deliver a memorandum explaining *impasse* or unclosed (i.e. *impasse*) calls.

Deliverable:

- Updated Rights of Entry, or Memorandum explaining impasse with contact log for up to 44 parcels along Feather River.

Task 3 – Land Net (35 Parcels)

Original Scope approved by TRLIA Board. Additional services requested include:

1. Topographic mapping for engineering.
2. Surveying levee toe.
3. Surveying existing roadways for.

Task 4 – Plats and Legals / Right of Way Field Staking (35 Parcels)

Scope already approved by TRLIA Board

Task 5 - Appraisal Services (48 Parcels)

As the first order of work within this task, BRI will develop an updated right of way estimate based on preliminary design prior to commencement of the appraisals.

BRI will develop complete appraisals for the Project that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Plats and Legals for each of the properties to be appraised will be provided to BRI by the TRLIA. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements)
- Damage Analysis (Severance Damage, Cost to Cure, **Crop Damage**, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- 5.1 Onsite physical inspection of the subject property with the owner
- 5.2 Visual inspection of the comparable market data.
- 5.3 Study of community and neighborhood in which the subject is located
- 5.4 Collection of data from appropriate governmental agencies.
- 5.5 Market investigation of vacant and improved comparable data
- 5.6 Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- 5.7 Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.

5.8 Preparation of report.

Deliverables:

- Appraisal of up to 48 parcels along Feather River effected by the Setback levee.
- Crop Damage Analysis on up to 10 properties
- Right of Way Estimate

Assumptions:

- **Staking will be provided by Cooper Thorne & Associates**
- TRLIA will be the condemning authority.
- No Appraisal Review by outside agencies.
- Right of Way Appraisal maps, provided upon receipt of plats/legals.

Task 6 - Independent Appraisal Review (48 Parcels) (Optional Service)

This is currently an optional service, and is not included in the project budget. This task is not required because we are using State and Local money for the project. There is no federal funding.

Per Federal regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. BRI is pleased to include Mr. Mike Lahodny as the independent reviewer for the project. Mr. Lahodny will ensure the appraisals meet all Federal regulations.

Deliverables:

- Review certification for each appraisal.

Task 7 - Acquisition Services (48 parcels)

Bender Rosenthal Inc. proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on TRLIA's process. We will meet with the owners, and convey documents until acceptance or impasse is reached. In addition, BRI will work with UPRR and the PDT to determine the specific property rights needed for the project from UPRR, and then acquire any long-term rights necessary.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with staff and other consultants;
2. Review of appraisals, title reports, maps and descriptions of the required parcels;
3. Field review the project with the Project Manager or other designated person;
4. Preparation of right-of-way contracts and other acquisition documents;

5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent to easement.
6. Acquisition activities are based on settlement by the third contact. A recommendation to TRLIA will be made after *impasse* has been reached. To reach *impasse* there are three requirements:
 - A. Go through the *acquisition steps* outlined below; plus
 - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend up to eight hours working on the parcel acquisition.

The acquisition steps when offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. Client accepts counter. (Close)
 - b. Client rejects counter. (Impasse)
 - c. Client makes new offer.
 1. Owner accepts new offer. (Close)
 2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse or unclosed (i.e. impasse) calls.
8. Final report, including transfer of all pertinent correspondence and files, to TRLIA.

Deliverables:

- Acquisition of 48 Parcels associated with the Setback Levee.

Assumptions and Limiting Conditions:

- Escrow payments and escrow fees are by others.
- Utility coordination, permitting and utility relocation by others.
- Expert witness testimony is not included within the work scope but is available.
- Bilingual translation and communication are not included.
- Cooperative agreements and memorandums of understanding by others.
- Environmental document is complete.

Task 8 - Relocation Assistance (RAP) (As needed)

It is anticipated that up to 15 parcels may require some for of relocation.

The following is the scope for Relocation Assistance for the three tenants listed above:

1. Conduct personal, on site interviews of prospective displacee's to ascertain relocation housing needs and special requirements including need for handicapped access or bilingual services (please refer to assumptions).
2. Complete a detailed relocation housing study.(Relocation Impact Memorandum)
3. Inform displaced persons of available relocation assistance and explain relocation process.
4. Provide advisory assistance to displacee's including referrals to community service resources.
5. Physically assist displacee's in locating replacement housing including transportation if needed.
6. Provide referrals to replacement housing.
7. Refer displacee's to public housing and other public services as necessary, including but not limited to Section 8 housing.
8. Distribute Relocation Assistance brochures 90 and 30-Day Notices to Vacate, and other notices as required. *(If you do not have one developed, we can certainly help develop the appropriate notices).*
9. Determine eligibility for and proposed amount of relocation benefits, including moving payments, rental/down payments assistance, and replacement housing payments.
10. Inspect replacement dwellings to determine if they meet "decent, safe and sanitary" requirements.
11. Monitor the move to replacement site, as necessary.
12. Prepare necessary payment documentation and deliver benefit checks and other appropriate payments to claimants.
13. Provide displacee's with on going advisory services to minimize tenant hardship.
14. Meet with TRLIA staff and/or consultants to coordinate relocation activities.
15. Maintain current and accurate files and records of all contacts with each displacee and include them in a Final Report.

Deliverable:

- Relocation impact memorandum.
- Relocation Plan.
- Relocation Housing Valuations.
- Relocation Assistance.

ASSUMPTIONS:

- No second moves or interim relocation.
- No storage cost of business inventory.
- Standard relocation limited to one tenant.

Task 9 - Title / Escrow Support (48 Escrows)

Title reports and Title coordination were already approved by the TRLIA board in January 2007.

In order to facilitate the closing of the various right of way transactions, the TRLIA is requesting escrow

and title support as part of the scope of work. BRI is very knowledgeable in this area and has the staff necessary to help the TRLIA with their title and escrow needs. This task is very difficult to quantify for a scope. For example, we have been very instrumental in providing lender's additional information as it relates to a proposed acquisition (especially if the acquisition has little or no affect to the real estate). This has eliminated the Bank's desire to charge for an additional appraisal. However, it is very difficult to "mandate" a lender to address a partial reconveyance of a deed of trust. Tasks to be considered include:

1. Order Title Reports from Fidelity Title (already approved by TRLIA Board).
2. Upon opening escrow Prepare and fax Request for Invoice and Demand to the Title Company.
3. Copy and forward a copy of escrow, grant deed and purchase agreement to TRLIA for "acceptance" of the agreement. TRLIA to forward to title company.
4. Receive executed purchase agreement from TRLIA. Forward an executed copy to property owner.
5. Prepare transmittal to forward closed file to TRLIA Project Manager.
6. Research and secure reconveyance documents.
7. Research and secure Trust Certificates.

Deliverable:

- Escrow on up to 48 parcels.

Assumptions:

- All Escrow and Title Fees paid by TRLIA or others.
- BRI will contract with escrow company and bill TRLIA.

Task 10 - Condemnation Support

BRI will provide skilled acquisition services that should minimize the number of parcels that proceed to condemnation. However, given the number of properties involved, it is likely that some will become subject to the Eminent Domain Process. While many of the owners of parcels subject to legal action typically settle, it has been our experience that inclusion of a condemnation process description and budget is important, since these services may ultimately prove to be necessary. In order to assist the TRLIA in the eminent domain process, BRI will provide the following services:

- 10.1 Prepare letter to property owners emphasizing that their property will be going to a resolution of necessity.
- 10.2 Prepare up to 15 Board Packages for TRLIA staff review. Once approved, TRLIA staff will forward to the Board a Resolution of Necessity (RON). Items included in the package include:
 - Board Letter indicating the parcels involved in the RON.
 - Board Resolution for all parcels involved.
 - Attachments: maps and legal descriptions for each parcel.
 - Notice of Hearing Letter (15 day notice letter) for each parcel.

10.3 Present issues related to RON at Board Meeting (up to 15 RONs or 3 board meetings).

Deliverables:

- Board Packages and letters as outlined above.
- RON presentations at 3 board meetings.

Assumptions:

- Expert witness testimony will be paid on a case by case basis. Hours and fee will be negotiated based on a scope of work change based on the attached fee schedule.

III. PROPOSED SCHEDULE

The estimated timeline for the Right of Way portion of the project is 8 months for BRI to complete the ROW work needed for the Phase 4 portion of the project . We propose this very aggressive schedule in order to meet the TRLIA’s need to advertise this project in July 2005.

Task	Proposed Schedule
Task 1 - Right of Way (ROW) Planning and Management	March2007-March2008
Task 2 - Rights of Entry for Environmental and Geotechnical Work	March / April 2007
Task 3 - Right of Way Engineering (Land Net)	March-May 2007
Task 4 - Plats and Legals / ROW Filed Staking	March-May 2007
Task 5 - Appraisals	March-November 2007
Task 6 – Appraisal Review	March-November 2007
Task 7 – Acquisition	March2007-March2008
Task 8 – Relocation Assistance	April 2007-March 2008
Task 9 – Title and Escrow Support	March2007-March2008
Task 10 - Condemnation Support	April 2007-March 2008

IV. PROPOSED BUDGET

The attached detailed budget is for the Tasks 1 thru Task 10. The estimate was based on beginning the project as soon as possible, and staffing up immediately to meet the project schedule outlined above. The total cost for work proposed is:

Task	Proposed Budget
Task 1 - Right of Way (ROW) Planning and Management	\$279,470
Task 2 - Rights of Entry for Environmental and Geotechnical Work	\$ 56,140
Task 3 - Right of Way Engineering (Land Net)	\$ 25,000
Task 4 - Plats and Legals / ROW Filed Staking	Already Approved

Task 5 - Appraisals	\$2214,600
Task 6 - Appraisal Review(Optional Task)	(\$ 70,500)***
Task 7 - Acquisition	\$225,860
Task 8 - Relocation Assistance	\$ 77,050
Task 9 - Title and Escrow Support	\$ 32,200
Task 10 - Condemnation Support	\$ 30,140
Direct Expenses (mileage, color prints, etc..)	\$ 17,250
Total	\$957,710

***Budget for Appraisal Review not included in final Total, nor included in base contract.

The following are the assumptions behind the budget:

1. Full documentation to Federal and State standards for all tasks.
2. No expert witness testimony.
3. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above spreadsheet.
4. No Coordination with State or Federal right of way departments, other than listed in scope.
5. No significant severance damage analysis required for the appraisals. This fee also assumes that no significant structures, or improvements will be acquired, other than those listed in the scope.

V. CHANGE OF SCOPE

A change in scope may result in the following instances:

- A change in engineering after property has been inspected by appraiser, requiring a new inspection.
- A change in engineering after completion of the appraisal.
- Addition of a parcel.
- Addition of easements, takes, or other property rights.
- An increase in the number of damage analyses required.
- An appraisal requiring additional expertise, such as an architect/engineer to determine if a building meets the building codes or will be structurally sound in the "after condition".

VI. CURRENT RATE SCALE

- BRI will charge original contract rates times yearly increase for any extra services outside the scope outlined above.

No. of Found Parcels	Flowage	Acc. Ag.	APN	NAME
1 f		DN	013-010-046	M. Smith
2 f		DN	013-010-026	M. Smith
3 f		Tom N.	013-010-010	Danna
4 f		Tom N.	013-010-035	Danna
5 f		Tom N.	013-010-034	Danna
6 f	y	Tanita	013-010-013	Mann
7 f		Tanita	013-010-016	Mann
8 f		Cathie	013-010-014	David
9 f		Tanita	014-240-022	Terry
10	y	Tom N.	014-250-028	Naumes
11 f		Tom N.	014-250-027	Naumes
12 f		Deryl	014-250-028	T. Rice
13 f		Tom N.	014-290-004	B. Heir
14 f		Tanita	014-290-033	Dang
15 f		Tanita	014-290-034	Uppal
16 f		Tom N.	014-370-039	Anderson
17 f		Tom N.	014-370-006	Anderson
18 f		Deryl	014-370-007	P.F. Rice
19 f		Bill S.	014-370-020	Hadley
20 f		Tom N.	014-370-017	P. Heir
21	y	Tom N.	014-370-030	Foster
22	y	Tom N.	014-370-029	"
23 f		Tom N.	016-020-005	"
24 f		Tom N.	016-010-016	Nieschulz
25 f		Tanita	016-010-015	Souza
26 f		Tom N.	016-010-002	Foster
27 f		Tom N.	016-010-006	Nieschulz
28 f		Tom N.	016-010-007	Foster
29 f		Tom N.	016-010-008	Foster
30 f		Deryl	016-010-009	Herold
31 f		Tanita	016-010-010	Flores
32 f		Tom N.	016-060-001	Foster
Stage 4 - Setback Area				
33	y	Deryl	014-370-026	Webb
34	y	Tom N.	014-370-037	Clair
35	y	Cathie	014-370-036	Nordic
36	y	Cathie	014-370-002	SSJDD
37	y	Bill S.	014-370-003	H & H
38	y	Tom N.	014-370-024	Maxey
39	y	Deryl	014-370-033	Miller
40		Tom N.	016-030-001	JTS/Platter
41		Tom N.	016-040-022	JTS/Platter
42		Tom N.	016-040-059	Danna
Stage 5 - Borrow Sites				
43		Cathie	014-290-008	Fashion
44		Cathie	014-290-005	Pearson
45		Cathie	014-290-026	Daryl Hundal SOS Farms
46		Tom N.	014-370-010	Gudswar S. Bains
47		Tom N.	014-370-017	Pham Kaur Heir

Attachments B



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

March 27, 2007

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PJB*
Doug Harden, Construction Manager
SUBJECT: Contract No. PH4-2007-08-01
Phase 4 Feather River Levee Repair Project
Segments 1 and 3

Recommended Action

Approve the attached "Request for Bids" document, and authorize the Executive Director to issue the Feather River Phase 4 segments 1 and 3 levee improvement work upon County Council review and approval.

Discussion

At the January 16, 2007 TRLIA Board meeting the following action item was approved: "Executive Director to evaluate and implement the bid process with evaluation criteria to award Feather River Levee Segment 1 and 3 construction and approve construction contract to be bid prior to being finalized upon review and approval with Special Counsel".

The desired distribution date for the attached document is March 28, 2007. The document includes "Notice to Contractors", "Issued for Bid Plans", bid forms, specifications, bonding requirements, and the form of contract to be used for the Phase 4 Segments 1 and 3 projects. The Issued for Bid Plans represent plans that include plan changes based on the 90% plan check comments. The plan approval process shall parallel the bidding and award time period. The proposed date of the bid is April 23, 2007. Bids shall be valid for 60 days following the date of the bid.

The Request for Bids is similar to the bid documents used on prior TRLIA projects and also includes several unique aspects listed below:

- **Pre-qualification**

This request for bid document includes a "pre-qualification process". This process is open to contractors who have not previously bid on TRLIA projects. All bidders and potential bidders must attend a pre-bid to be held on April 2, 2007. Pre-Bid qualifications are due on April 9, 2007.

- **Schedule A and Schedule B- TRLIA Options**

The bid documents include two schedules for base pricing of this project. The first schedule, Schedule "A" includes segments 1 and 3 as a combined project. Segments 1 and 3 shall be priced on separate bid schedules to allow for unit pricing that reflects each segment, but Schedule "A" is to be bid based on the ability to award both segments at the initial time of award.

The second schedule, Schedule "B", utilizes the same items and quantities as Schedule "A" but is structured to allow for the award of segment 3 with segment 1 as an option.

TRIIA anticipates that the unit pricing under Schedule "B" will be higher than those in Schedule "A" based on volume, efficiency, and mobilization considerations.

Bid schedules "A" and "B" each include an option for the "Site 7 Extension work, which may be added to either project at TRIIA's option.

The award of the project shall be based on the availability of funding and TRIIA may award the project to the lowest responsive bidder of either Bid Schedule "A" or "B"

- **Contractor Alternatives**

The bid process includes an effort to seek cost reducing alternatives from each bidder. Bid Schedules "A" and "B" each include an additional bid schedule for "Contractor Alternatives".

Bidders are encouraged to suggest deductive price alternatives based on their knowledge and experience. Alternatives provided by the bidders shall include a narrative portion and a unit price and total for each potential cost savings to the project. A "Review Committee" comprised of three design experts shall review each Contractor Alternative. The Review Committee shall approve or reject each alternative listed based on the design merit of the alternative. The Committee shall review the alternatives without access to the bid information to allow for objective consideration of each concept.

The Review Committee may require two to four weeks to evaluate all alternatives and provide results. The Contractor Alternatives that are approved by the Review Committee shall be deducted from the bid total for the bid schedule for which it is provided. Prior to the award of the bid and subsequent to the completion of the review of alternatives, the Review Committee shall meet with the apparent low bidder to discuss and negotiate additional approved alternatives, if any, not included in their bid.

The award of either Bid Schedule "A" or "B" shall be made based on revised total.

Fiscal Impact

The preparation of the bids shall be made at the bidder's sole expense. The preparation of bid documents, including project design, has been performed under existing contracts with BE-GFI and TRIIA staff.

The potential award of a contract for this project shall be conducted under a future staff report and Board action.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

CONTRACT NO. PH4-2007/08-01

PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

REQUEST FOR BIDS

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CONTRACT AGREEMENT

Agreement Form

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**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
(TRLIA)**

INSTRUCTIONS TO BIDDERS

CONTRACT NO. PH4-2007/08-01

PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

This section describes the minimum requirements for bid proposals submitted for consideration to complete all work necessary for the Phase 4 Feather River Levee Repair Project, as described in the Contract Documents.

Background

As identified in the Contract Documents, the subject levee is divided into three primary reaches identified as Segment 1 (Sta. 136+37 to approximately Sta. 249+00), Segment 3 (approximately Sta. 570+00 to approximately Sta. 724+50), and Site 7 Extension (approximately Sta. 45+00 to Sta. 136+37). Bid Schedule A includes the work in Segments 1 and 3 as the base bid, with the Site 7 Extension work segregated in a separate TRLIA Option No. 1. Bid Schedule B includes the work in Segment 3 as the base bid, with the work in Segment 1 and Site 7 Extension segregated in separate TRLIA Options Nos. 1 and 2. TRLIA will select which Bid Schedule (A or B) to award based on funding availability at the time of contract award.

Preparation and Submittal of Proposals

- A. Bidder's proposal shall include Bid Schedule A and Bid Schedule B, both completely filled out.
- B. Three copies of the Contractor's proposal shall be submitted by the bid due date indicated in the Notice to Contractors. Failure to comply may be cause for rejection of the proposal.
- C. The Bid Schedules provided will be used with all copies properly executed, all blank spaces filled in, and any alterations or erasures explained.
- D. The proposal shall be submitted to the address indicated in the Notice to Contractors.
- E. Partial or incomplete proposals will not be considered. Proposals shall be in strict conformity with the Contract Documents and any applicable addenda. If there are any variations from Three Rivers Levee Improvement Authority's (TRLIA) requirements, the Bidder shall itemize all such variations and attach them to the applicable proposal sections.
- F. All correspondence or other communications, written and oral, during the bidding and evaluation period must be directed to TRLIA as follows:

Doug Handen, Manager of Construction
(916) 635-5200
C/o Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, California 95901

- G. The preparation of the proposal shall be by and at the expense of the Bidder.
- H. Each Bidder submitting a proposal is responsible for examining the complete Bid Package and all addenda which may have been issued, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder.

- I. Submission of a bid will be considered presumptive evidence that the Bidder is conversant with local facilities and difficulties, the requirements of the bid package documents, and of pertinent local, state, and federal laws and codes, prevailing local labor and materials markets, and has made due allowances in its bid for contingencies.
- J. Each proposal shall show the full legal name and business address of the Bidder, including its street address if it differs from its mailing address, and shall be signed by the person or persons authorized (an officer of the Contractor company) to bind the Bidder, and dated. When requested by TRLIA, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.
- K. TRLIA has undertaken a pre-qualification process, and only pre-qualified bidders have been invited to submit proposals. Bids will be accepted only from the pre-qualified bidders. Contractors wishing to verify that they have already been pre-qualified shall contact Mr. Doug Handen, TRLIA's Manager of Construction. See Paragraph F above for contact information. Contractors wishing to become pre-qualified shall contact Mr. Doug Handen for a pre-qualification application.

Questions and Addenda

- A. All Bidders are urged to examine the bid package documents immediately and to contact the TRLIA if there are any items which require clarification.
- B. All answers to significant questions will be issued as written "addenda" and sent to all Bidders via e-mail or fax. No alleged "verbal interpretation" shall be valid.
- C. TRLIA reserves the right to issue addenda until five (5) calendar days prior to closing of bids.
- D. All Addenda issued during the bidding period supersede previous information and automatically become part of the bid package documents.

Bidder Quotation

- A. The Bidder's quotations and the Bidder's equipment, material, and services are to be in strict conformance with the requirements set forth in the Contract Documents and all addenda. If there is any variation from the Contract Document requirements, the Bidder shall itemize all variations in an attachment to the proposal.

Contractor Alternatives

- A. Bidders are encouraged to use their expertise to create a reduction in the Total Contract Price by submitting an alternative proposal when they consider the alternative to be more economical. Any Contractor alternative(s) must be submitted as separate proposals in addition to the proposal strictly conforming to the Plans and Specifications as issued. Proposing to delete work shall not be considered an alternative.
- B. In order for TRLIA to consider an alternative proposal, it must result in a net capital cost reduction while causing no increase in the total life cycle cost of the project and it must comply with the following conditions:
 1. Required function, reliability, and safety of the project shall be maintained without detracting from the life expectancy or increasing maintenance requirements.
 2. The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
 3. The proposed change shall comply with all applicable permits, regulations and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by TRLIA to the Contractor.
- C. An alternative proposal must contain pertinent information for TRLIA evaluation. As a minimum, the following information shall be submitted:
 1. A full explanation for each deviation from the issued Plans and Specifications.

2. A clear identification of all advantages and disadvantages for each proposed change and demonstration that each of the conditions in item B. above is met and that the alternative meets the design intent of issued Plans and Specifications.
 3. Reduction in unit prices and Total Contract Price for each alternative.
 4. A detailed procedure and schedule for implementing the proposed change for each alternative.
- D. Pricing, Review, and Approval of Alternatives: All Contractor alternatives shall be priced as a potential credit to the project on the form provided. TRLIA has formed a "Review Committee" that will reject or approve each alternative in its entirety. The committee will consist of three design experts that will review each alternative based on design criteria and merit. Prior to the approval of an alternative, the Review Committee shall obtain approval from the governing agency(s) if it deems necessary. The committee will review the alternatives without access to the base bid information for each bid. TRLIA's decision shall be final and shall not be appealed by Bidders. TRLIA shall not be liable for Bidders' cost of developing the alternatives.
- E. If a Contractor alternative is accepted by TRLIA, the Total Contract Price shall be adjusted to reflect the reduction in unit prices and Total Contract Price resulting from the accepted Contractor alternative(s).
- F. Subsequent to the completion of the review of alternatives, the Review Committee shall meet with the apparent low bidder to discuss and negotiate additional approved alternatives, if any, not included in their bid.

Modification or Withdrawal of Bid

- A. A Bidder may, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by TRLIA prior to the bid due date and at the address to which proposals were to be submitted. Following withdrawal or modification of its proposal, Bidders may submit a new proposal, provided it is received by TRLIA prior to the bid due date.

Acceptance of Bids

- A. TRLIA reserves the right to accept or reject any and all proposals with or without prior discussion with the Bidder. TRLIA may:
1. Make the award on the basis of the proposals received without discussion of the proposals.
 2. Contact one or more Bidders for clarification of their proposal(s).
 3. Reject all proposals.
- B. Based on the availability of funding as of the date of Contract award, TRLIA will award the Contract to the lowest responsive, responsible Bidder for the Bid Schedule selected by TRLIA (Bid Schedule A or Bid Schedule B). The lowest responsive bid shall be determined by TRLIA based on the lowest submitted total price for the sum of the base bid price plus the bid prices of the selected TRLIA Option or Options after adjustments to reflect the reduction in unit prices and Total Contract Price that result from accepted Contractor alternatives. Evaluation of Contractor alternatives and determination of the apparent low bidder is anticipated to occur approximately one week to two weeks after the bid due date.

General Proposal Information

- A. TRLIA may conduct any investigations deemed necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish any information and data requested by TRLIA.
- B. Prior to award, the Bidder may be required to attend a post-bid meeting or interview at TRLIA's offices or work site.

Proposal Organization and Content

- A. All proposals must be organized according to the following outline and include the content specified.
1. Executed Bid Forms with the full legal name and business address of the Bidder (including its street address if it differs from its mailing address) signed and dated by a person or persons authorized (an officer of the Contractor company) to bind the Bidder. Attachments that form part of the Bid Forms include:
 - a. List of Subcontractors
 - b. Bidder's Bond
 - c. Non-Lobbying Certification For Federal Aid Contracts (Including Disclosure Of Lobbying Activities)
 - d. Debarment And Suspension Certification
 - e. Non-collusion Affidavit
 - f. Public Contract Code Section 10162 Questionnaire
 - g. Public Contract Section 10232 Statement
 - h. Public Contract Code Section 10285 1 Statement
 - i. Equal Employment Opportunity Certification
 2. Supplemental representations¹, including
 - a. Contract Agreement
 - b. Performance Bond
 - c. Labor And Material Payment Bond
 3. Project Staffing Plan, which must include resumes for at least the following key staff.
 - a. Full-time, on-site Superintendent
 - b. Project Manager (if different from Superintendent)
 - c. Officer-in-Charge (minimum VP-level corporate officer)
 4. Procedure Plan, containing a narrative discussion of the bidder's proposed approach to the Project (maximum length 10 pages of text). The Procedure Plan shall address the complete scope of work included in Bid Schedule A. At a minimum, the plan must address the following issues:
 - a. Work sequence (including details regarding the use of multiple shifts and/or work headings)
 - b. At least one plan showing the site layout, including the proposed location of equipment, facilities, and stockpiles
 - c. Summary of borrow sources, borrow source characterization, and management procedures
 - d. Means and methods of soil-bentonite and soil-cement-bentonite cutoff wall construction
 - e. Details of proposed levee degradation in connection with cutoff wall construction
 - f. Proposed approach to addressing the Plumas Mutual Water Company pipelines and electrical service line

¹The bidder is not required to execute these forms as part of the proposal. However, the bidder is required to include these forms in its proposal with a statement indicating that the bidder has reviewed the forms and is willing to execute them without modification should the bidder be contracted to undertake the work.

- g. **Proposed approach to addressing the Linda County Waste Water Treatment Plant discharge piping.**
 - h. **Major pieces of equipment proposed for use**
 - i. **Proposed schedule, by major task, in gant chart format**
 - j. **Identify proposed number of shifts and hours of work**
 - k. **Modifications to Procedure Plan if TRLIA selects the Base Bid in Bid Schedule B for implementation. Address each item "a" through "j" listed above.**
5. **Schedules of Values, consisting of summary payment schedules for all of the items included in the two Bid Schedules, broken down and organized in the same manner as the Bid Schedules**
6. **Summary of significant pricing assumptions for each Bid Schedule**
7. **Alternative Proposals. Include similar levels of detail for alternative component or system as required for Procedure Plan. Include discussion of cost/time advantages associated with alternatives. Include reduction in unit price and Total Contact Price shown in the Bid Schedules for each Contractor alternative.**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

NOTICE TO CONTRACTORS

CONTRACT NO. PH4-2007/08-01

PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

Sealed proposals for the work described herein, and in the following Contract Documents:

◆ **VOLUME I**

- The Specifications entitled **PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT SPECIFICATIONS - ISSUED FOR BID**, dated March 28, 2007 (i.e., General Provisions, Special Provisions, Division 1, Division 2, Division 3, Division 5, Division 15)

◆ **VOLUME II**

- The corresponding construction drawings entitled **DRAWINGS FOR PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT - ISSUED FOR BID** dated March 28, 2007.

will be received on behalf of the **Three Rivers Levee Improvement Authority (TRLIA), 1114 Yuba Street, Suite 218, Marysville, California 95901**, until **4:00 p.m. on Monday, April 23, 2007**. The envelope enclosing the bid submittal shall be clearly marked "Bid For..." followed by the title of this project and the date and hour for opening of bids.

General work description:

For details of construction, the Bidder is referred to the Drawings and Specifications. A generalized summary of significant construction activities is provided below:

- Clearing, grubbing, and stripping for the proposed earthwork construction and borrow areas
- Partially degrading the existing Feather River levee embankment; constructing approximately 500,000 square feet of soil-cement-bentonite cutoff wall through the levee embankment; constructing approximately 150,000 square feet of soil-bentonite cutoff wall under the waterside toe of the levee embankment; and reconstruction of the levee embankment.
- Constructing a berm against the landside levee slope along certain reaches of the levee
- Constructing a low permeability fill on the waterside slope along certain reaches of the levee.
- Reshaping the levee crown in designated areas.
- Flattening the waterside slope in designated areas.
- Obtaining borrow material for the levee embankment by selective use of the material from levee excavations, by excavating portions of remnant Feather and Bear River levees near the confluence of the Bear and Feather Rivers, and/or by obtaining material from Contractor-provided borrow sources.
- Constructing relief wells and related appurtenances.
- Constructing patrol roads, drainage features, piezometers, and related appurtenances.
- Constructing a flood gate at the levee crossing with the Union Pacific Railroad.
- Removing and reconstructing Plumas Mutual Water Company water pipelines and Linda County Water wastewater pipeline, including associated bypass facilities to prevent service outages.
- Removing abandoned piping that extends through the levee embankment at various locations.

- Final levee embankment and staging/laydown area restoration, including establishing erosion control vegetation on the embankment slopes and toe access corridors.
- Restoration of facilities removed to facilitate construction or damaged during construction such as fencing, pipe gates, and roadways.

A generalized summary breakdown of the work by levee segment is as follows.

Segment 3:

- Soil-cement-bentonite cutoff wall installation through the embankment
- Waterside fill construction for slope flattening
- Landside berm construction
- Crown reshaping
- Piezometer installation
- Removal and replacement of the Linda County Wastewater Treatment Plant effluent piping
- Removal of abandoned pipe at approximately Sta. 614+80.
- Construction of a flood gate at the Union Pacific Railroad crossing.

Segment 1:

- Soil-cement-bentonite cutoff wall installation through the embankment (extension of the cutoff wall into the Site 7 Extension reach is considered part of the Segment 1 work)
- Soil-bentonite cutoff wall installation through the waterside toe of the embankment
- Construction of a low permeability blanket on the waterside slope
- Piezometer installation
- Removal and replacement of the active Plumas Mutual Water Company irrigation piping and electrical service
- Removal of the abandoned Plumas Mutual Water Company piping

Site 7 Extension:

- Relief well installation
- Construction of a low permeability blanket on the waterside slope
- Piezometer installation

TRLIA reserves the right after opening the bids to reject any or all bids, to waive any informality in a bid or bid submittal, and to award to the lowest responsive, responsible bidder, as it may, in TRLIA's opinion, best serve the interests of the project. Based on the availability of funding as of the date of Contract award, TRLIA will award the Contract to the lowest responsive, responsible Bidder for the Bid Schedule selected by TRLIA (Bid Schedule A or Bid Schedule B). The lowest responsive bid shall be determined by TRLIA based on the lowest submitted total price for the sum of the base bid price plus the bid prices of the selected TRLIA Option or Options after adjustments to reflect the reduction in unit prices and Total Contract Price that result from accepted Contractor alternatives. Evaluation of Contractor alternatives and determination of the apparent low bidder is anticipated to occur approximately one week to two weeks after the bid due date.

The Contractor shall ensure that Disadvantaged Business Enterprises (DBEs) have the maximum opportunity to participate in the performance of this contract.

Bids are required for the entire work described herein. Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of 10 percent of the Schedule A bid price, payable to the TRLIA, as a guarantee that the bidder, if its bid is accepted, will promptly execute the contract. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening. **A mandatory pre-bid meeting for the Phase 4 Feather River Levee Repair Project is scheduled to be held on Monday, April 2, 2007, at 9:00 AM, at the TRLIA office.**

TRLIA has undertaken a pre-qualification process, and only pre-qualified bidders have been invited to submit proposals. Bids will be accepted only from pre-qualified bidders. Contractors wishing to submit a bid that have not already been pre-qualified by TRLIA must submit a Pre-Bid Statement of Qualifications for TRLIA's evaluation. **Pre-Bid Qualifications are Due Monday, April 9, 2007 by 5:00 p.m. to:**

Doug Handen, Manager of Construction
(916) 635-5200
C/o Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, California 95901

As a condition of award, the successful bidder will be required to provide a payment bond, a performance bond, and insurance certificates prior to the execution of the contract by TRLIA.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12890.

In accordance with the provisions of California Public Contract Code Section 3300, TRLIA has determined that the contractor shall possess a valid Class A, General Engineering, contractor's license(s) at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license(s) at the time of award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. A copy of said wage rates is on file with the Yuba County Department of Public Works. The contractor and any of its subcontractors shall pay not less than said specified wage rates to all workers employed by them in the execution of the Work.

The contractor may elect to substitute securities for any monies withheld by TRLIA to insure performance under the contract in accordance with the provisions of Section 22300 of the Public Contract Codes. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with TRLIA, or a state or federally chartered bank as the escrow agent, who shall then pay such withheld monies to TRLIA. Upon satisfactory completion of the Contract, the securities will be returned to the Contractor. Such securities, if deposited by the Contractor, shall be valued by TRLIA, whose decision on valuation of the securities shall be final. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**PROPOSAL TO THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
BID FORM
PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT**

CONTRACT NO. PH4-2007/08-01

NAME OF BIDDER _____
BUSINESS ADDRESS _____
TELEPHONE NO. () _____

The work to be done and referred to herein is in Yuba County, State of California. The work to be done is specified in the attached Contract Documents.

The project shall be constructed in accordance with the aforementioned Contract Documents and the provisions stated herein (including the payment of not less than the minimum wage rates set forth herein). Labor Surcharge and Equipment Rental Rates to be used under this contract shall be listed in the State of California Department of Transportation Division of Construction publication entitled, "Labor Surcharge and Equipment Rental Rates," that are in effect when the work is accomplished and the current applicable General Prevailing Wage Rates of the State of California Department of Industrial Relations. Receipt of bid addenda shall be acknowledged by Bidder below:

Addendum No. 1: _____ Contractor's Initials: _____

Addendum No. 2: _____ Contractor's initials: _____

Addendum No. 3: _____ Contractor's initials: _____

Bids are to be submitted for the entire work for both Bid Schedules A and B. The amount of the bids for comparison purposes will be the total of all items for the Base Bid plus TRLLA options and Contractor alternatives selected by TRLLA for implementation. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit item price shall prevail, except as provided in (a) or (b), as follows:

- (a). If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.
- (b). (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in TRLLA's Final Cost Estimate.

If this Proposal shall be accepted and the undersigned fails to enter into the Contract and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the TRLLA within 8 days, not including Sundays and legal holidays, after the bidder has received notice from the TRLLA that the Contract has been

awarded, the TRLIA may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the TRLIA.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those names herein; that this Proposal is made without collusion with any other person, firm, or corporation, and in submitting this Proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by the Federal requirements set forth in these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the TRLIA of Yuba County in the form of the copy of the Contract Agreement and Bonds annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

**BID SCHEDULE A
PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT**

SCHEDULE A BASE BID – SEGMENT 3 AND SEGMENT 1 STRENGTHENING

SEGMENT 3 STRENGTHENING

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
1	Mobilization ⁽¹⁾	1	Lump Sum		
2	Clearing and Grubbing	1.5	Acre		
3	Stripping	8,500	Bank Cubic Yard		
4	Removal of Abandoned Pipes, Existing Irrigation Facilities, and Capping	1	Lump Sum		
5	Foundation Excavation	16,000	Bank Cubic Yard		
6	Geogrid Stabilization of Soft, Wet Subgrades	2,000	Square Yard		
7	Proof Compacting Levee Foundation Surface	8.0	Acre		
8	Fill and Backfill Type 1	7,500	Fill Cubic Yard		
9	Fill and Backfill Type 2	34,000	Fill Cubic Yard		
10	Berm Drain Geotextile Encapsulation	38,000	Square Yard		
11	Berm Drain Layer	6,500	Fill Cubic Yard		
13	Levee Degradation for Soil-Cement-Bentonite Cutoff Wall Construction	6,273	Linear Foot of Levee		
15	Soil-Cement-Bentonite Cutoff Wall	320,000	Square Foot		
17	Reconstruction of Levee Embankment Degraded for Soil-Cement-Bentonite Cutoff Wall Construction	6,273	Linear Foot of Levee		
18	Type 3 Waterside Fill	12,000	Fill Cubic Yard		
19	Removal of Type 4 Patrol Road Surfacing Prior to Levee Degradation	6,800	Linear Foot of Levee		
20	Type 4 Fill - Road Base Salvaged from Existing Levee	2,500	Fill Cubic Yard		
21	Type 4 Fill – Caltrans Class 2 Aggregate Base (Imported)	1,200	Fill Cubic Yard		
22	Linda WWTP (WWTP) Temporary Bypass	1	Lump Sum		
23	Linda WWTP Remove Existing Discharge Pipe and Appurtenances	1	Lump Sum		
24	Linda WWTP Temporary Backfill for Cutoff Wall Construction	5,000	Fill Cubic Yard		
25	Linda WWTP – Remove Soil-Bentonite Cutoff Wall for New Discharge Pipe Construction	1	Lump Sum		
26	Linda WWTP Install New Discharge Pipe and Appurtenances	1	Lump Sum		

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
29	Vibrating Wire Piezometers	3	Each		
30	Open Standpipe Piezometers	1	Each		
32	Utility Service Interruptions and Providing Temporary Service to Affected Users	1	Lump Sum		
33	Union Pacific Railroad Flood Gate	1	Lump Sum		
34	Fencing Removal	2,600	Linear Foot		
35	Pipe Fence Vehicle Barrier	50	Linear Foot		
36	Chain Link Fence	50	Linear Foot		
37	Barbed Wire and Wood Post Fencing	1,100	Linear Foot		
38	Barbed Wire and Metal Post Fencing	1,500	Linear Foot		
39	Survey Monuments	4	Each		
40	Pipe Gate Removal	1	Each		
41	Pipe Gates	1	Each		
42	Removal and Replacement of Bituminous Concrete Paving	3,000	Square Foot		
43	Seeding and planting	55.0	Acre		
44	Environmental Protection, Final Grading, Erosion Protection and Restoration	1	Lump Sum		
45	Demobilization ¹¹	1	Lump Sum		
46	Monitoring and Maintenance of Vegetation, Drainage and Erosion Control Measures	1	Lump Sum		

SUBTOTAL SEGMENT 3 STRENGTHENING:

SEGMENT 1 STRENGTHENING

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
1	Mobilization ¹¹	1	Lump Sum		
2	Clearing and Grubbing	0.5	Acre		
3	Stripping	7,000	Bank Cubic Yard		
4	Removal of Abandoned Pipes, Existing Irrigation Facilities, and Capping	1	Lump Sum		
5	Foundation Excavation	25,000	Bank Cubic Yard		
7	Proof Compacting Levee Foundation Surface	7.0	Acre		
8	Fill and Backfill Type 1	18,000	Fill Cubic Yard		
9	Fill and Backfill Type 2	14,000	Fill Cubic Yard		
12	Levee Degradation for Soil-Bentonite Cutoff Wall Construction	2,870	Linear Foot of Levee		
13	Levee Degradation for Soil-Cement-Bentonite Cutoff Wall Construction	5,603	Linear Foot of Levee		
14	Soil-Bentonite Cutoff Wall	210,000	Square Foot		
15	Soil-Cement-Bentonite Cutoff Wall	290,000	Square Foot		

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
16	Reconstruction of Levee Embankment Degraded for Soil-Bentonite Cutoff Wall Construction	2,870	Linear Foot of Levee		
17	Reconstruction of Levee Embankment Degraded for Soil-Cement-Bentonite Cutoff Wall Construction	5,603	Linear Foot of Levee		
19	Removal of Type 4 Patrol Road Surfacing Prior to Levee Degradation	10,100	Linear Foot of Levee		
20	Type 4 Fill - Road Base Salvaged from Existing Levee	3,600	Fill Cubic Yard		
21	Type 4 Fill - Caltrans Class 2 Aggregate Base (Imported)	1,800	Fill Cubic Yard		
27	Plumas Mutual Water Company Pump Station Piping Temporary Bypass	1	Lump Sum		
28	Plumas Mutual Water Company Pump Station Piping Replacement	1	Lump Sum		
29	Vibrating Wire Piezometers	1	Each		
30	Open Standpipe Piezometers	1	Each		
32	Utility Service Interruptions and Providing Temporary Service to Affected Users	1	Lump Sum		
34	Fencing Removal	200	Linear Foot		
35	Pipe Fence Vehicle Barrier	200	Linear Foot		
39	Survey Monuments	4	Each		
40	Pipe Gate Removal	1	Each		
41	Pipe Gates	1	Each		
42	Removal and Replacement of Bituminous Concrete Paving	3,600	Square Foot		
43	Seeding and planting	20.0	Acre		
44	Environmental Protection, Final Grading, Erosion Protection and Restoration	1	Lump Sum		
45	Demobilization ⁽¹⁾	1	Lump Sum		
46	Monitoring and Maintenance of Vegetation, Drainage and Erosion Control Measures	1	Lump Sum		

SUBTOTAL SEGMENT 1 STRENGTHENING:

SCHEDULE A BASE BID TOTAL PRICE:

SCHEDULE A TRRIA OPTION NO. 1 - SITE 7 EXTENSION

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
1	Mobilization ⁽¹⁾	1	Lump Sum		
3	Stripping	2,800	Bank Cubic Yard		
5	Foundation Excavation	23,000	Bank Cubic Yard		
7	Proof Compacting Levee Foundation Surface	1.0	Acre		
9	Fill and Backfill Type 2	25,000	Fill Cubic Yard		

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
19	Removal of Type 4 Patrol Road Surfacing Prior to Levee Degradation	2,600	Linear Foot of Levee		
20	Type 4 Fill - Road Base Salvaged from Existing Levee	1,000	Fill Cubic Yard		
21	Type 4 Fill - Caltrans Class 2 Aggregate Base (Imported)	500	Fill Cubic Yard		
29	Vibrating Wire Piezometers	1	Each		
31	Relief Wells	16	Each		
43	Seeding and planting	4.0	Acre		
44	Environmental Protection, Final Grading, Erosion Protection and Restoration	1	Lump Sum		
45	Demobilization ⁽¹⁾	1	Lump Sum		
46	Monitoring and Maintenance of Vegetation, Drainage and Erosion Control Measures	1	Lump Sum		

SCHEDULE A TRLIA OPTION NO. 1 SITE 7 EXTENSION TOTAL PRICE:

GRAND TOTAL PRICE SCHEDULE A (BASE BID + TRLIA OPTION NO. 1):

Additional Notes: 1. Price bid for Mobilization and Demobilization shall not exceed five (5) percent of the respective total bid schedule price.

**BID SCHEDULE B
PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT**

SCHEDULE B BASE BID – SEGMENT 3 STRENGTHENING					
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
1	Mobilization ⁽¹⁾	1	Lump Sum		
2	Clearing and Grubbing	1.5	Acre		
3	Stripping	8,500	Bank Cubic Yard		
4	Removal of Abandoned Pipes, Existing Irrigation Facilities, and Capping	1	Lump Sum		
5	Foundation Excavation	16,000	Bank Cubic Yard		
6	Geogrid Stabilization of Soft, Wet Subgrades	2,000	Square Yard		
7	Proof Compacting Levee Foundation Surface	8.0	Acre		
8	Fill and Backfill Type 1	7,500	Fill Cubic Yard		
9	Fill and Backfill Type 2	34,000	Fill Cubic Yard		
10	Berm Drain Geotextile Encapsulation	38,000	Square Yard		
11	Berm Drain Layer	6,500	Fill Cubic Yard		
13	Levee Degradation for Soil-Cement-Bentonite Cutoff Wall Construction	6,273	Linear Foot of Levee		
15	Soil-Cement-Bentonite Cutoff Wall	320,000	Square Foot		
17	Reconstruction of Levee Embankment Degraded for Soil-Cement-Bentonite Cutoff Wall Construction	6,273	Linear Foot of Levee		
18	Type 3 Waterside Fill	12,000	Fill Cubic Yard		
19	Removal of Type 4 Patrol Road Surfacing Prior to Levee Degradation	6,800	Linear Foot of Levee		
20	Type 4 Fill - Road Base Salvaged from Existing Levee	2,500	Fill Cubic Yard		
21	Type 4 Fill – Caltrans Class 2 Aggregate Base (Imported)	1,200	Fill Cubic Yard		
22	Linda WWTP (WWTP) Temporary Bypass	1	Lump Sum		
23	Linda WWTP Remove Existing Discharge Pipe and Appurtenances	1	Lump Sum		
24	Linda WWTP Temporary Backfill for Cutoff Wall Construction	5,000	Fill Cubic Yard		
25	Linda WWTP – Remove Soil-Bentonite Cutoff Wall for New Discharge Pipe Construction	1	Lump Sum		
26	Linda WWTP Install New Discharge Pipe and Appurtenances	1	Lump Sum		
28	Vibrating Wire Piezometers	3	Each		

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
30	Open Standpipe Piezometers	1	Each		
32	Utility Service Interruptions and Providing Temporary Service to Affected Users	1	Lump Sum		
33	Union Pacific Railroad Flood Gate	1	Lump Sum		
34	Fencing Removal	2,600	Linear Foot		
35	Pipe Fence Vehicle Barrier	50	Linear Foot		
36	Chain Link Fence	50	Linear Foot		
37	Barbed Wire and Wood Post Fencing	1,100	Linear Foot		
38	Barbed Wire and Metal Post Fencing	1,500	Linear Foot		
39	Survey Monuments	4	Each		
40	Pipe Gate Removal	1	Each		
41	Pipe Gates	1	Each		
42	Removal and Replacement of Bituminous Concrete Paving	3,000	Square Foot		
43	Seeding and planting	55.0	Acre		
44	Environmental Protection, Final Grading, Erosion Protection and Restoration	1	Lump Sum		
45	Demobilization ⁽¹⁾	1	Lump Sum		
46	Monitoring and Maintenance of Vegetation, Drainage and Erosion Control Measures	1	Lump Sum		

SCHEDULE B BASE BID TOTAL PRICE:

SCHEDULE B TRIA OPTION NO. 1 – SEGMENT 1 STRENGTHENING

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
1	Mobilization ⁽¹⁾	1	Lump Sum		
2	Clearing and Grubbing	0.5	Acre		
3	Stripping	7,000	Bank Cubic Yard		
4	Removal of Abandoned Pipes, Existing Irrigation Facilities, and Capping	1	Lump Sum		
5	Foundation Excavation	25,000	Bank Cubic Yard		
7	Proof Compacting Levee Foundation Surface	7.0	Acre		
8	Fill and Backfill Type 1	16,000	Fill Cubic Yard		
9	Fill and Backfill Type 2	14,000	Fill Cubic Yard		
12	Levee Degradation for Soil-Bentonite Cutoff Wall Construction	2,870	Linear Foot of Levee		
13	Levee Degradation for Soil-Cement-Bentonite Cutoff Wall Construction	5,603	Linear Foot of Levee		
14	Soil-Bentonite Cutoff Wall	210,000	Square Foot		
15	Soil-Cement-Bentonite Cutoff Wall	290,000	Square Foot		
16	Reconstruction of Levee Embankment Degraded for Soil-Bentonite Cutoff Wall	2,870	Linear Foot of Levee		

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
17	Reconstruction of Levee Embankment Degraded for Soil-Cement-Bentonite Cutoff Wall Construction	5,603	Linear Foot of Levee		
19	Removal of Type 4 Patrol Road Surfacing Prior to Levee Degradation	10,100	Linear Foot of Levee		
20	Type 4 Fill - Road Base Salvaged from Existing Levee	3,600	Fill Cubic Yard		
21	Type 4 Fill - Caltrans Class 2 Aggregate Base (Imported)	1,800	Fill Cubic Yard		
27	Plumas Mutual Water Company Pump Station Piping Temporary Bypass	1	Lump Sum		
28	Plumas Mutual Water Company Pump Station Piping Replacement	1	Lump Sum		
29	Vibrating Wire Piezometers	1	Each		
30	Open Standpipe Piezometers	1	Each		
32	Utility Service Interruptions and Providing Temporary Service to Affected Users	1	Lump Sum		
34	Fencing Removal	200	Linear Foot		
35	Pipe Fence Vehicle Barrier	200	Linear Foot		
39	Survey Monuments	4	Each		
40	Pipe Gate Removal	1	Each		
41	Pipe Gates	1	Each		
42	Removal and Replacement of Bituminous Concrete Paving	3,600	Square Foot		
43	Seeding and planting	20.0	Acre		
44	Environmental Protection, Final Grading, Erosion Protection and Restoration	1	Lump Sum		
45	Demobilization ⁽¹⁾	1	Lump Sum		
46	Monitoring and Maintenance of Vegetation, Drainage and Erosion Control Measures	1	Lump Sum		

SCHEDULE B TRLIA OPTION NO. 1 - SEGMENT 1 STRENGTHENING TOTAL PRICE:

SCHEDULE B TRLIA OPTION NO. 2 - SITE 7 EXTENSION

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
1	Mobilization ⁽¹⁾	1	Lump Sum		
3	Stripping	2,800	Bank Cubic Yard		
5	Foundation Excavation	23,000	Bank Cubic Yard		
7	Proof Compacting Levee Foundation Surface	1.0	Acre		
9	Fill and Backfill Type 2	25,000	Fill Cubic Yard		
19	Removal of Type 4 Patrol Road Surfacing Prior to Levee Degradation	2,600	Linear Foot of Levee		
20	Type 4 Fill - Road Base Salvaged from Existing Levee	1,000	Fill Cubic Yard		

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
21	Type 4 Fill – Caltrans Class 2 Aggregate Base (Imported)	500	Fill Cubic Yard		
29	Vibrating Wire Piezometers	1	Each		
31	Relief Wells	16	Each		
43	Seeding and planting	4.0	Acre		
44	Environmental Protection, Final Grading, Erosion Protection and Restoration	1	Lump Sum		
45	Demobilization	1	Lump Sum		
46	Monitoring and Maintenance of Vegetation, Drainage and Erosion Control Measures	1	Lump Sum		
SCHEDULE B TRLIA OPTION NO. 2 – SITE 7 EXTENSION TOTAL PRICE:					

TOTAL PRICE SCHEDULE B (BASE BID + TRLIA OPTIONS NOS. 1 & 2):

Additional Notes: 1. Price bid for Mobilization and Demobilization shall not exceed five (5) percent of the respective total bid schedule price..

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH(\$ _____), "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the Bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in Addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Business Address _____

Place of Business _____

Place of Residence _____

FOR PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

CONTRACT NO. PH4-2007/08-01

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all cost incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

In witness whereof, we have hereunto set our hands and seals on this _____ of _____, 2007.

(Seal)

(Seal)

(Seal)
Principal

(Seal)

(Seal)

(Seal)
Surety

Address

NOTE: Signatures of those executing for the surety must be properly acknowledged.

The Bidder shall list the name and address of each subcontractor, required to whom the Bidder proposes to subcontract portions of the work as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of these special provisions.

NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> Planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only: _____		

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 Standard Form - 111

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by a federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exception will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the Three Rivers Levee Improvement Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 1062, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____. has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.07(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA

CONTRACT AGREEMENT

FOR PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

CONTRACT NO. PH4-2007/08-01

THIS AGREEMENT, made and concluded this _____ day of _____, 2007
between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), Party of the first part
and _____
(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.

FOR PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

CONTRACT NO. PH4-2007/08-01

Said project Special Provisions are hereby made a part of this **CONTRACT NO. PH4-2007/08-01**

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 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 6-2 of the General 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 5-18 and 5-19 of the General Specifications, TRRIA shall have the right to terminate this agreement without cause. In the event of such termination and in accordance with Articles 5-21 and 5-22 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 whole thereof, in the manner and according to the plans and specifications, and the requirements of the engineer under them to wit:

CONTRACT NO. PH4-2007/08-01

**PRICE SCHEDULE
PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT**

(INSERT SELECTED BID SCHEDULE PLUS SELECTED TRRIA OPTIONS HERE)

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
TOTAL CONTRACT PRICE:					

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

BY _____
Chairman of the TRLIA Board of Directors

DATE _____

ATTEST:

Clerk of the TRLIA Board of Directors

CONTRACTOR:

License Number

_____ (Seal)
Date

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.

Yuba County Counsel

DATE _____

PERFORMANCE BOND

FOR PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

CONTRACT NO. PH4-2007/08-01

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Three Rivers Levee Improvement Authority has awarded to _____, as principal, hereinafter designated as the "Contractor," a contract for the following work within Yuba County:

PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

AND WHEREAS, the Contractor is required to furnish a Bond in connection with said contract guaranteeing 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 _____ (\$ _____) (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 _____, 2007.

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. PH4-2007/08-01

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yuba has awarded to _____ as principal, hereinafter designated as the "Contractor," a contract for performing the following work in Yuba County:

PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT

CONTRACT NO. PH4-2007/08-01

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 _____ dollars (\$ _____) (which amount is not less than fifty percent (50%) 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 CONDITION of this obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors or 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.

CONTRACTOR

BY _____

TITLE _____

SURETY

BY _____

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

MARCH 6, 2007

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority 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 Rick Brown, Jerry Crippen, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Paul Brunner, Chief Deputy County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

PUBLIC COMMUNICATIONS

Mr. John Apedaile, Vinc Avenue, felt more information should be provided before consenting to an assessment for levee maintenance.

In response to inquiry from Mr. James Pearson, Plumas Avenue, Right-of-way Manager Bob Morrison advised the matter is on closed session to request right of entry to do soil investigation on property mentioned on closed session.

ACTION ITEMS

A. Levee District No. 1-Sutter County Setback Levee Project: Following a recap from Project Manager Ric Reinhardt, upon motion of Director Griego, seconded by Director Brown, and unanimously carried, the Board authorized support of Levee District No. 1 – Sutter County Setback Levee Project and authorized the Executive Director to execute a letter of support.

Chairman Webb left the meeting at 3:43 p.m.

B. Bookman-Edmonston/GIE Consultants/5th Amendment/\$5,860,244: Following a recap from Project Manager Ric Reinhardt for services regarding Phase 4 Feather River final engineering and permit actions for the setback levee construction and responding to Board inquiries, upon motion of Director Crippen, seconded by Director Griego, and carried with Director Webb being absent, the Board approved Amendment No. 5 with Bookman-Edmonston/GIE Consultants in the amount of \$5,860,244 and authorized the Chairman to execute same upon review and approval of County Counsel.

Director Webb rejoined the meeting at 3:52 p.m.

C. Minutes: Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved the minutes of the special meeting of February 27, 2007, as written.

BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Contract Consultant Thomas Brightbill:

- Public opinion survey regarding assessment for flood control operation and maintenance

Program Manager Ric Reinhardt:

- Certifications of completed work on the Bear River Setback, Yuba River Levee Project, and Western Pacific Interceptor Canal projects

Executive Director Paul Brunner:

- Meeting with State Reclamation Board subcommittee on February 26, 2007 and upcoming meeting on March 22 or 23, 2007

Chairman Webb advised he formed an advisory committee on the assessment survey and upon motion of Director Crippen, seconded by Director Logue, and unanimously carried, ratified the appointment of Directors Griego and Webb to the committee.

FORM
AD HOC

Assistant County Administrator/Executive Director Randy Margo:

- Funding resource for Feather River Setback Levee Project

CLOSED SESSION

The Board retired into closed session at 4:29 p.m. to discuss the following:

Conference with Real Property Negotiator pursuant to Government Code §54956.8 – Property and Negotiating Parties: See attached Exhibit A and TRLIA/Bob Morrison/Tom Neely/Bill Silver/Deryl Neal/Tanita Neal/Cathie Ornsby/Stacy Sheston/Rich Brown/Negotiation: Price and Terms of Payment

Director Webb did not join closed session.

The Board returned from closed session at 5:14 p.m. with all Board and staff members

present as indicated above.

Right-of-way Manager Bob Morrison made the following announcement:

"Your Board has directed staff to proceed forward with the Segment 2 right-of-way acquisition plan with the caveat that the northern 300 acres remain agriculture. There are no further announcements."

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 5:16 p.m. by Chairman Webb.

Chairman

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

Approved: _____

APN	NAME
013-010-046	M. Smith
013-010-026	M. Smith
013-010-010	Danna
013-010-035	Danna
013-010-034	Danna
013-010-013	Mann
013-010-016	Mann
013-010-014	Davit
014-240-022	Terry
014-250-028	Naumes
014-250-027	Naumes
014-250-029	T. Rice
014-290-004	B. Heir
014-290-033	Dang
014-290-034	Uppal
014-370-026	Webb
014-370-037	Clar
014-370-036	Nordic
014-370-039	Anderson
014-370-006	Anderson
014-370-007	P.F. Rice
014-370-002	SSJDD
014-370-003	H & H
014-370-024	Maxey
014-370-033	Miller
014-370-020	Hadley
014-370-017	P. Heir
014-370-030	Foster
014-370-029	Foster
016-020-005	Foster
016-030-001	JTS/Platter
016-040-022	JTS/Platter
016-040-099	Danna
016-010-016	Nieschulz
016-010-015	Souza
016-010-002	Foster
016-010-006	Nieschulz
016-010-007	Foster
016-010-008	Foster
016-010-009	Herold
016-010-010	Flores
016-060-001	Foster
014-290-006	James R & Mary L. Pearson, Trustees/798 Plumas Avenue,
014-290-005	James R & Mary L. Pearson, Trustees/813 Broadway,
014-290-026	Daljit Hundal SDS Farms/794 Broadway St, Marysville, CA
014-370-010	Gurdawar S. Bains
014-370-017	Pritam Kaur Heir / 990 Country Club Road, Marysville, CA



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

March 27, 2007

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PB*
SUBJECT: Agreement with Kleinfelder Inc. for Installation of Monitoring Wells

Purpose of Memo: The purpose of this memo is to update the TRLIA Board on services acquired from Kleinfelder, Inc. for installation of monitoring wells along the WPIC levee and at the UPRR seepage berm of the Yuba levee. The cost of these services is \$25,938.

Background: During certification review, the Corps of Engineers placed a requirement on TRLIA to install three monitoring wells. One of these wells was along the WPIC levee at the location of a pin boil observed in January 2006 and the other two are in the vicinity of the recently completed seepage berm at the UPRR and Yuba levee. Kleinfelder, Inc. has the experience and equipment to do this type of work, has experience with the RD 784 levee, and could quickly accomplish the work.

Update: An agreement has been entered into with Kleinfelder, Inc. to install all three of the monitoring wells.

Fiscal Impact: The agreement with Kleinfelder, Inc. is for an amount not to exceed \$25,938 without further authorization from TRLIA. No Board action is required. This action is consistent with the project's budget and funding capability.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional services ("Agreement") is made as of the Agreement Date set forth below by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba County, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and KJainfelder, Inc. "CONTRACTOR"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: January 24, 2007

Termination Date: April 15, 2007

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow THREE RIVERS LEVEE IMPROVEMENT AUTHORITY time in which to complete a novation or renewal contract for CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

There are no additional provisions.

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Paul G. Brunner, Executive Director, is the representative of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Zia Islam, Group Manager, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

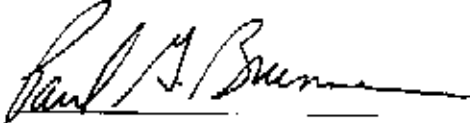
All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - General Provisions

9. **TERMINATION.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONTRACTOR shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

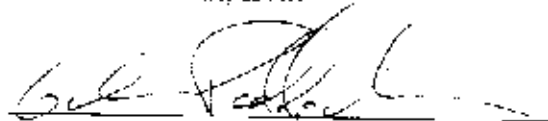
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 19 Mar 2007, 2007.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY



Paul G. Brunner, P.E.
Executive Director

KLEINFELDER, INC.



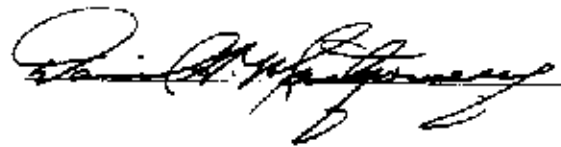
Gale Paddock
Vice President

~~ATTEST:~~

~~DONNA STOTTEMEYER,
SECRETARY~~

APPROVED AS TO FORM:
DANIEL G. MONTGOMERY

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY COUNSEL



ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

Install three (3) monitoring wells. One of the wells will be installed along the WPIC levee at about Station 216+00. The other two wells will be installed near the seepage berm on the landside of the Yuba Levee at about Station 36+00.

A.2. TIME SERVICES RENDERED.

These wells are to be installed no later than April 15, 2007.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR a contract fee not to exceed \$25,938; payment shall be made as a lump sum amount after all three monitoring wells have been installed; CONTRACTOR shall submit a request for payment after completion of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$25,938 without an amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative (Operative Provision 7) and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Payment for additional services shall be made to CONTRACTOR by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

GENERAL PROVISIONS

C.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of CONTRACTOR shall be performed as an independent contractor and not as an agent, officer or employee of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. It is understood by both CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

C.1.2 CONTRACTOR shall have no claim against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

C.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY except as to the final result contracted for under this Agreement. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

C.1.5 CONTRACTOR may provide services to others during the same period service is provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under this Agreement.

C.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

C.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless from any and all claims that may be made against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

C.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

C.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR or its subcontractors shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and any related agency governed by the Board of Supervisors which is letting the contract or for whom the services under the contract are being provided, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'S, or related agency's, officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

C.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

C.4.2 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

(c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

C.4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and the public entity awarding the contract if other than the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and their officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased, occupied, or used by the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees or volunteers.

(ii) The CONTRACTOR'S insurance coverage shall be primary insurance as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers and any

other insureds under this Agreement. Any insurance or self-insurance maintained by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds under this Agreement.

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.4.4 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

C.4.5 MINIMUM LIMITS OF INSURANCE. CONTRACTOR shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply

separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of services.

*our deductible
is \$100,000
GSE*

C.4.6 SUBCONTRACTORS. In addition to the above policies, if CONTRACTOR hires a subcontractor under this Agreement CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If CONTRACTOR requires subcontractors to provide insurance coverage, then CONTRACTOR shall be named as an additional insured under such policy or policies.

C.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. At the option of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers; or, the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

(a) CONTRACTOR shall furnish THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or on forms received and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY before work commences. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance and endorsement(s) to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of time sufficient to cover the term of the Agreement, including THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'S acceptance of CONTRACTOR'S work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

C.5 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or subcontractors.

C.6 CONTRACTOR NOT AGENT. Except as THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

C.8 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of its desire for removal of such person or persons.

C.9 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

C.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

C.11 TAXES. CONTRACTOR hereby grants to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY the authority to deduct from any payments to CONTRACTOR any THREE RIVERS LEVEE IMPROVEMENT AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

C.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

C.12.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

C.12.2 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

C.12.3 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as work accomplished to date; provided, however, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY such financial information as in the judgment of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free

from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY on completion of the services hereunder. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

C.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied

C.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto,

shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.24 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C.28 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba, State of California.

C.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

C.32 CONFLICT OF INTEREST. Neither a THREE RIVERS LEVEE IMPROVEMENT AUTHORITY employee whose position in THREE RIVERS LEVEE IMPROVEMENT AUTHORITY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR'S financial interest. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

C.33 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
ATTN: Paul G. Brunner, Executive Director
1114 Yuba Street, Suite 218
Marysville, CA 95901

If to "CONTRACTOR":

Kleinfelder, Inc.
ATTN: Zia Islam
3077 Fite Circle
Sacramento, CA 95827