



**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**  
**Yuba County Government Center, Board Chambers**  
**915 Eighth Street, Suite 109A**  
**Marysville, California**  
**AMENDED AGENDA**  
**APRIL 19, 2011 – 2:00 P.M.**

**CALL TO ORDER:** Welcome to the Three Rivers Levee Improvement Authority (TRLIA) meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices which might disrupt the meeting. Thank you.

I **ROLL CALL** – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti

II **CLOSED SESSION**

A. Pending litigation pursuant to Government Code §54956.9(a) regarding:

- i. TRLIA vs. Mann (Yuba County Superior Court Case No. YCSCCVED 07-0000438 )
- ii. TRLIA vs. Bains (Yuba County Superior Court Case No. YCSCCVED 10-0000977)

III **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time, speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors.

IV **CONSENT AGENDA:** All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

A. Approve minutes of the meeting of April 5, 2011.

V **ACTION ITEMS**

A. Award contract to T.A. Luker Engineering, responsible low bid, in the amount of \$91,450 for pump, tank, and associated facilities for Casa Mia Mobile Park and authorize the Executive Director to execute same.

VI **BOARD AND STAFF MEMBERS' REPORTS**

- A. Report on past change orders for Phase 4 Feather River Set Back Levee Project
- B. Other Reports

VII **ADJOURN**

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The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8<sup>th</sup> Street, Suite 109, the County Library at 303 Second Street, Marysville, and [www.trlia.org](http://www.trlia.org). Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.

Posted 4/15/11 @ 11:00 a.m./ds



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**IV CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.**

A. Approve minutes of the meeting of April 5, 2011.

B. Receive report on past change orders for Phase 4 Feather River Set Back Levee Project below \$210,000 and above \$25,000 approved by the Executive Director.

**V ACTION ITEMS**

A. Award contract to T.A. Luker Engineering, responsible low bid, in the amount of \$91,450 for pump, tank, and associated facilities for Casa Mia Mobile Park and authorize the Executive Director to execute same.

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## THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

APRIL 5, 2011

### MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:31 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chair Griego presided.

- I ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti – All Present
- II PUBLIC COMMUNICATIONS: No one came forward.
- III CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

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

- A. Approve minutes of the regular and special meetings of March 15 and 25, 2011. Approved as written.
- B. Adopt resolution approving application for grant funds from the Flood Corridor Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 and the Disaster Preparedness and Flood Prevention Bond Act of 2006.

Adopted Resolution No. 2011-2 entitled: “A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE FLOOD CORRIDOR PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84) AND THE DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006 (PROPOSITION 1E).”

#### IV ACTION ITEMS

- A. Approve reissuance of construction documents for re-bid on the Upper Yuba Levee Repair Project, Simpson Lane to Yuba Goldfields.

Executive Director Paul Brunner recapped the need for re-bid due to not receiving the 104 Section Credit and responded to Board inquiries.

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

- B. Adopt resolution authorizing Executive Director to approve Change Orders for construction work on awarded projects, up to the statutory maximum of \$210,000, as long as budgeted funds are available.

Counsel Scott Shapiro recapped the purpose of the resolution and responded to Board inquiries.

MOTION: Move to adopt resolution and directed the Executive Director to provide a report on all previously approved change orders between \$25,000 and \$210,000 and provide a monthly report thereafter      MOVED: Don Graham      SECOND: Rick Brown  
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti  
NOES: None      ABSTAIN: None      ABSENT: None

Adopted Resolution No. 2011-3 entitled: "A RESOLUTION BY THE BOARD OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY IN REGARD TO CHANGE ORDERS."

V      BOARD AND STAFF MEMBERS' REPORTS

Executive Director Paul Brunner:

- Public information meeting on Upper Yuba Levee Improvement Project April 6 in Board Chambers
- Flood Control Tour scheduled May 4 and 5, 2011
- Interview list development for levee project documentary

Director Crippen advised he would reclude himself on future matters regarding Dan Lewis and not disclose any previous closed session discussions.

VI      ADJOURN: 4:12 p.m. by Chair Griego.

\_\_\_\_\_  
Chair

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

\_\_\_\_\_ Approved: \_\_\_\_\_



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

April 19, 2011

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *(PAB 4-15-2011)*  
Larry Dacus, Design Manager  
SUBJECT: Approve Contract Award to Install Pump and Tank for Casa Mia Water Supply  
Well Mitigation, Upper Yuba River Levee Improvement Project

## **Recommended Action:**

Approve the award of a contract to install a pump, tank, and associated facilities to Taluker Engineering and delegate to the Executive Director the authority to sign and execute the contract. The value of this contract shall be \$ 91,450.

## **Background:**

Construction of the UYLIP by TRLIA has the potential to impact shallow wells that are in close proximity to the proposed cutoff wall. This impact was identified in both the CEQA and NEPA documents for the project. TRLIA identified one well located in the Casa Mia Mobile Home Park that has the largest potential for impact from construction of the cutoff wall. This well is located only 30 feet from the alignment of the proposed cutoff wall and is less than 100 feet deep. This well serves approximately 400 residents in the Mobile Home Park. Because of the potential impact to such a large number of residents, TRLIA staff proposed to proactively construct a new, deeper supply well prior to construction of the cutoff wall to augment the existing primary and back-up wells at the mobile home park.

At the July 20, 2010 TRLIA Board meeting the Executive Director was authorized to release an RFP for the drilling of a water supply well and an RFP for installation of a pump and connection of the well to an existing water supply system. The drilling of the water supply well RFP was issued last year and two bids were received; both below \$50,000. Since the bid was from a qualified contractor and was within the Executive Directors approval authority, a contract was awarded for drilling the well to Roadrunner drilling. Drilling was completed in September 2010. The Roadrunner drilling contract was for \$46,844.

## **Discussion:**

Bids have been received from the second RFP for installation of a pump and connection of the well to an existing water supply system. Bids were received from three responsible bidders and range as high as \$118,111. The lowest responsible bid was from Taluker Engineering for \$91,450. Taluker Engineering has installed similar facilities before and the bid is considered acceptable by TRLIA staff.

## AGREEMENT

This AGREEMENT is dated as of \_\_\_\_\_ in the year 20\_\_ by and between:

**Three Rivers Levee  
Improvement Authority (TRLIA)  
1114 Yuba Street, Suite 218  
Marysville, CA 95901**

(hereinafter called **OWNER** for the  
purposes of this **AGREEMENT**)

and

**T. A. Luker Engineering  
PO Box 2472  
Marysville, CA 95901**

(Hereinafter called **CONTRACTOR**)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth,  
agree as follow

### **Article 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in these Contract Documents. The Work is generally described as follows:

Construction and testing of one well pump station modification having a design capacity of 250 gallons per minute in accordance with the Technical Provisions. The well will serve as a standby domestic water source for the Casa Mia Mobile Home Park at 2019 Hammonton Smartville Rd, Marysville, California.

### **Article 2. OWNER AND ENGINEER**

2.1 For the purposes of construction management, LSCE will serve as the OWNER's agent in connection with acceptance and completion of the Work.

2.2 The Work has been designed by LSCE who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work.

### **Article 3. CONTRACT TIME**

3.1 The number of days within which, or the date by which, the Phase 1 Work (Well Pump Station to be operational) is to be completed (the Contract Time) shall be within thirty (30) calendar days after the date when the Contract Time commences to run as provided in paragraphs 2.3 and 14.13 of the General Conditions.

The number of days within which, or the date by which, the Phase 2 Work (Well Pump Station Hydropneumatic Tank Installation) to be operational is to be completed (the Contract Time) shall be within one-hundred (100) calendar days after the date when the Contract Time commences to run as provided in paragraphs 2.3 and 14.13 of the General Conditions.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of the AGREEMENT and that the OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion until the Work is complete.

### **Article 4. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: The CONTRACTOR shall be paid in accordance with the unit prices submitted on the BID FORM, attached.

### **Article 5. PAYMENT PROCEDURES**

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.2 Prior to Completion progress payments will be in an amount equal to:

90 percent of the Work completed, and 90 percent of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Final Payments. Upon completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

#### **Article 6. INTEREST**

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the plans and specifications and which have been identified in the Technical Provisions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this AGREEMENT, made a part hereof and consists of the following:

- 8.1 AGREEMENT (pages II-1 to II-5 inclusive).
- 8.2 BID FORM (page I-6 through I-12).
- 8.3 GENERAL CONDITIONS (pages III-1 to III-22, inclusive).
- 8.4 SUPPLEMENTARY CONDITIONS (pages IV-1 to IV-6, inclusive).
- 8.5 TECHNICAL PROVISIONS (pages V-1 to V-29, inclusive).
- 8.6 Plans (Location Map, Site Plan, Well Profile, and Standard Construction Details).
- 8.7 Any Modification, including Change Orders, duly delivered after execution of AGREEMENT.

There are no Contract Documents other than those listed in Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the GENERAL CONDITIONS).

## **Article 9. MISCELLANEOUS**

9.1. Terms used in this AGREEMENT which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**Article 10. OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT in triplicate, one counterpart each has been delivered to OWNER/ENGINEER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER/ENGINEER and CONTRACTOR.

This AGREEMENT will be effective on \_\_\_\_\_, 20\_\_.

**OWNER**

**CONTRACTOR**

THREE RIVERS  
LEVEE IMPROVEMENT AUTHORITY

T. A. LUKER ENGINEERING

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Paul G. Brunner, P.E.

Name: Terry Luker

Title: Executive Director

Title: Owner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification or  
Social Security Number:

20-372-1341

ATTEST:  
DONNA STOTTLEMEYER,  
SECRETARY

APPROVED AS TO FORM:  
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY GENERAL COUNSEL

\_\_\_\_\_

*Andreea P. Cleck for Scott Shapiro*  
\_\_\_\_\_

**BID FORM**

**PROPOSAL TO  
LUHDORFF AND SCALMANINI, CONSULTING ENGINEERS  
WOODLAND, CALIFORNIA**

**FOR**

**WELL PUMP STATION CONSTRUCTION AND TESTING  
CASA MIA MOBILE HOME PARK  
MARYSVILLE, CALIFORNIA**

Name of Bidder:

TA LUKER ENGINEERING

Business Address:

1260 Reed Road Yuba City, CA. 95991

mailing address: P.O. Box 2472 Marysville, CA. 95901

Phone No.: (530) 743-6065

TO LUHDORFF AND SCALMANINI, CONSULTING ENGINEERS:

Pursuant to and in compliance with your Notice Inviting Bids and the other contract documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the contract, to furnish to Owner all of the transportation, materials, equipment, labor, services, permits, utilities, and all other items necessary to conduct and complete said work, all in strict conformity with the plans and specifications and other contract documents, on file in the office of the Owner for the prices hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the Owner in the form set forth in the contract documents and will accept in full payment thereof the following prices, to wit:

**RECEIVED**  
MAR 21 2011  
LUHDORFF & SCALMANINI

*3:44pm*

**WELL PUMP STATION CONSTRUCTION AND TESTING  
CASA MIA MOBILE HOME PARK  
MARYSVILLE, CALIFORNIA**

**BID FORM  
PAYMENT ITEM SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Total Cost</b>
1	Mobilization	LS	1	500.00
2	Project Records and Submittals	LS	1	1,500.00
3	Site Cleanup	LS	1	500.00
4	Trench Excavation	LS	1	2,800.00
5	Concrete	LS	1	3,200.00
6	Painting	LS	1	1,500.00
7	Hydropneumatic Tank	LS	1	30,500.00
8	Pipe (Includes temporary Phase 1 and Phase 2 Piping.)	LS	1	17,500.00
9	Valves and Related Appurtenances	LS	1	3,750.00
10	Submersible Pump Components	LS	1	11,000.00
11	Disinfection of Well, Pump, and Piping (Includes Phase 1 and Phase 2 .)	LS	1	1,000.00
12	Performance Testing	LS	1	1,200.00
13	Electrical	LS	1	16,500.00
<b>TOTAL BASE BID PRICE:</b>				<b>\$ 91,450.00</b>

As required by Section 4100 et seq. of the California Government Code, the general contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop or office of each:

**DIVISION OF WORK LOCATION OF MILL,  
OR TRADE NAME OF FIRM OR CONTRACTOR SHOP OR OFFICE**

We are not using any subcontractors.

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The names of all persons interested in the foregoing proposals as principals are as follows: (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 general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state firm and last names in full).

Terry Alvin Luker - sole owner

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Contractor's License No.: 786206

Signature of Bidder: 

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Dated: 3-21-2011

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the Corporate Seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if the bidder is an individual, his signature shall be placed above.

As required by Section 4100 et seq. of the California Government Code, the general contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop or office of each:

**DIVISION OF WORK LOCATION OF MILL,  
OR TRADE NAME OF FIRM OR CONTRACTOR SHOP OR OFFICE**

*all work will be done by our crew.*

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Contractor's License No.:

Signature of Bidder: \_\_\_\_\_

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Dated: \_\_\_\_\_

**Note:** If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the Corporate Seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if the bidder is an individual, his signature shall be placed above.

## CONTRACTOR'S QUALIFICATIONS

List four clients for whom you have constructed water well facilities of similar scope:

1. Owner's Name and Address City of Marysville  
P.O. Box 150 Marysville, CA. 95901  
Contact Randy Kerzic - 530-741-6686 or 682-0833

Brief Project Description Installed new submersible pumps  
And repaired various pumps & electrical controls

Date Furnished 2010

2. Owner's Name and Address Sierra Cold Nurseries  
5320 Garden Hwy. Yuba City, CA. 95993  
Contact Roby 530-682-0045

Brief Project Description Installed new elec. service with back board  
and complete 60 HP submersible pump for Fire Protection

Date Furnished 2011

3. Owner's Name and Address South Sutter Cold Storage  
896 Obairan Rd. Yuba City CA. 95991  
Contact Sarah Zehl - 682-9916

Brief Project Description Develop new well & installed a new 60 HP  
Submersible pump with complete electrical service for Fire Protection

Date Furnished 2010

4. Owner's Name and Address Norene Ranches  
3629 Bear River Dr. Rio Vista, CA. 95674  
Contact Donald Norene - 530-682-7490

Brief Project Description Install new 50 HP Turbina pump with all  
New electrical

Date Furnished 2011

**STATEMENT  
OF  
EXPERIENCE AND FINANCIAL QUALIFICATIONS**

The following statements as to experience and financial qualifications of the bidder are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in water well construction, under the present business name for 11 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 30 years.

The bidder, as contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name any and all exceptions and reasons therefor).

no exceptions

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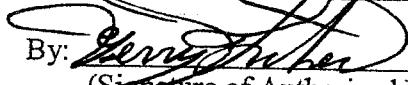
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**LABOR CODE CERTIFICATION**  
(Labor Code Section 3700 et seq.)

By Bidder's signature below and/or on the Bid Proposal, the undersigned Bidder certifies that, if Bidder is awarded one Project Contract and enters into the Contract as Contractor:

The Contractor is aware of the provisions of **Labor Code Section 3700** and following which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the Work of this Contract.

Bidder (print name): T.A. Luker Engineering

By:  3-21-2011  
(Signature of Authorized Person) (Date)

Terry Luker - Owner  
(Printed Name & Title)

ADDENDUM NO. 1  
TO  
CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS  
FOR

Casa Mia Mobile Home Park

Well Pump Station Construction and Testing

March 17, 2011

**TO ALL PROSPECTIVE BIDDERS:**

**THIS ADDENDUM TO THE PLANS AND SPECIFICATIONS SHALL BE TAKEN INTO CONSIDERATION IN PREPARATION OF YOUR BID. THIS ADDENDUM SHALL BE ACKNOWLEDGED, STAPLED TO THE BID FORM AND RETURNED WITH THE BID. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID.**

**Addendum No. 1 shall become part of the contract and all provisions of the contract shall apply thereto.**

**A. TECHNICAL PROVISIONS, SECTION 01100 PROJECT SUMMARY**

1. Part 1, 1.1. Project Description, Phase 1, D:

Add the following to the end of Item D:

"During phase 1, the pressure switch from the existing tank will be used to control the back up pump since pressure switch for the new tank; PSH-61 will not be installed during phase 1. Since only 1 pump will be operational at a time, an interposing relay (CR-100) will be needed to share the pressure control from the existing tank between the main pump and the back up pump as follows:

Mount a 120VAC control relay CR-100 to the DIN rail inside the existing main pump control panel.

Provide 120VAC from Panel P1, circuit #23 to power the coil for CR-100.

Use the pressure switch to activate the coil of this relay, and use two normally open contacts from this relay as follows: (1) for the existing pump circuit, and (1) for the new back up well circuit.

For the existing pump circuit, land the CR-100 contacts in same locations where the pressure switch contacts had been terminated.

For the new back up pump, route conductors between the existing pump control panel and the new back up pump control panel using conduit P20A. Land the conductors from the CR-100 contacts at terminals 103 and 104 in place of pressure switch PSH-61 (see drawing E-2).

(Note: During phase 2 of the project, remove the conductors between CR-100 and the back up pump controls.)"

**B. CONSTRUCTION PLANS, DRAWING M-6**

1. Add trench detail (Detail E) to DRAWING M-6 (Attached). Detail E shall apply to all underground water piping.

**CONCLUDING NOTES:**

This Addendum No. 1, pages 1 through 3, and the attached drawing (Drawing M-6), shall become part of the Contract and all provisions of the Contract shall apply thereto.


The date and time for submittal of the Bid is not changed.

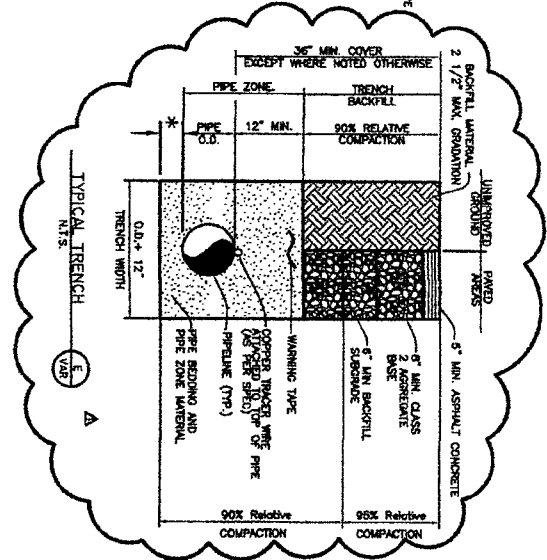
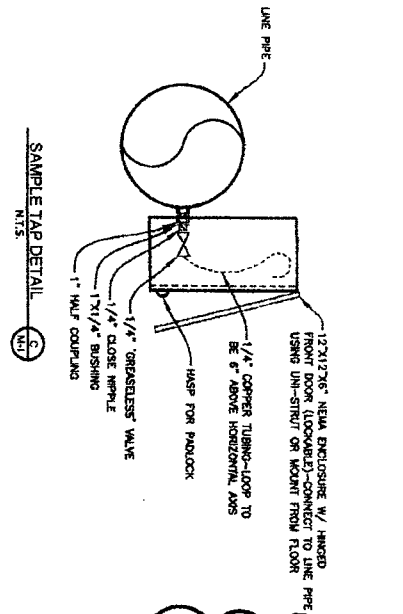
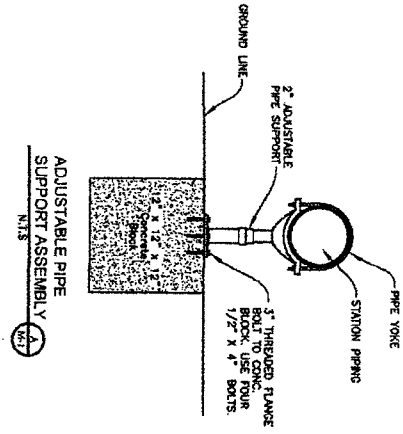
Bidders shall acknowledge receipt of all Addenda by formally notifying Luhdorff Scalmanini Consulting Engineers [Email [jfawcett@LSCE.com](mailto:jfawcett@LSCE.com) or Fax (530-661-6806) is acceptable].

Luhdorff Scalmanini Consulting  
Engineers

  
John Fawcett, PE

**ACKNOWLEDGED:**

Contractor: TALUKER ENGINEERING By:   
Title: OWNER Date: 3-21-2011



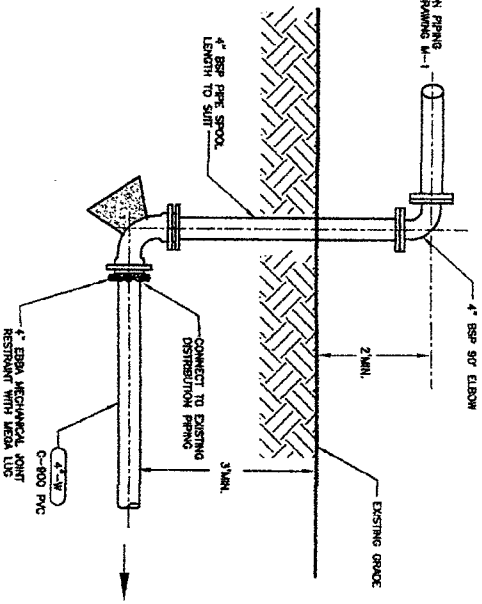
REQUIRED BEARING AREAS IN SQ. FT.			
RESTRICTION	TYPE FITTING	PIPE SIZE	BEARING AREAS
		4" 8"	102 1/2 14"
	90° ELL	2 4 7	12 16 26
	45° BEND	1 2 4	6 10 15
	22 1/2° BEND	1 1 2	3 5 8
	1 1/4" BEND	2 3 5	8 12 19
	TEE	2 3 5	8 12 19
	DEAD END	2 3 5	8 12 19

- NOTES
1. AREAS GIVEN ARE FOR CLASS 150 PIPE AT TEST PRESSURE OF 150 P.S.I. ALL FITTINGS ARE TO BE CLASS 150 PIPE. ALL INSTALLATIONS USING DIFFERENT DATA SHALL ADVISE AREAS SUBJECT TO ENGINEER'S APPROVAL.
  2. BLOCKING TO BE POURED AGAINST UNDISTURBED SOIL.
  3. THRUST BLOCKS ARE TO BE PREP. SEPARATE. & INDEPENDENT OF ADJACENT OR NEARBY THRUST BLOCKS.

HORIZONTAL THRUST BLOCK 4"-1/4" DETAIL



TIE-IN TO EXISTING PRESSURE TANK PIPING



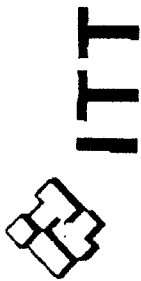
DATE: FEBRUARY 2011	
JOB NO. 110-2-083	
DRAWN BY: JWP	
CHECKED BY: DW7	
FILE: M-6.dwg	

REVISIONS		
NO.	DATE	REVISION
1	03/17/11	ADDENDUM NO. 1

**LUHOFF & SCALMANINI**  
CONSULTING ENGINEERS

**MECHANICAL DETAILS II**  
Standby Supply Well Project  
Case Mia Mobile Home Park  
Marysville, California





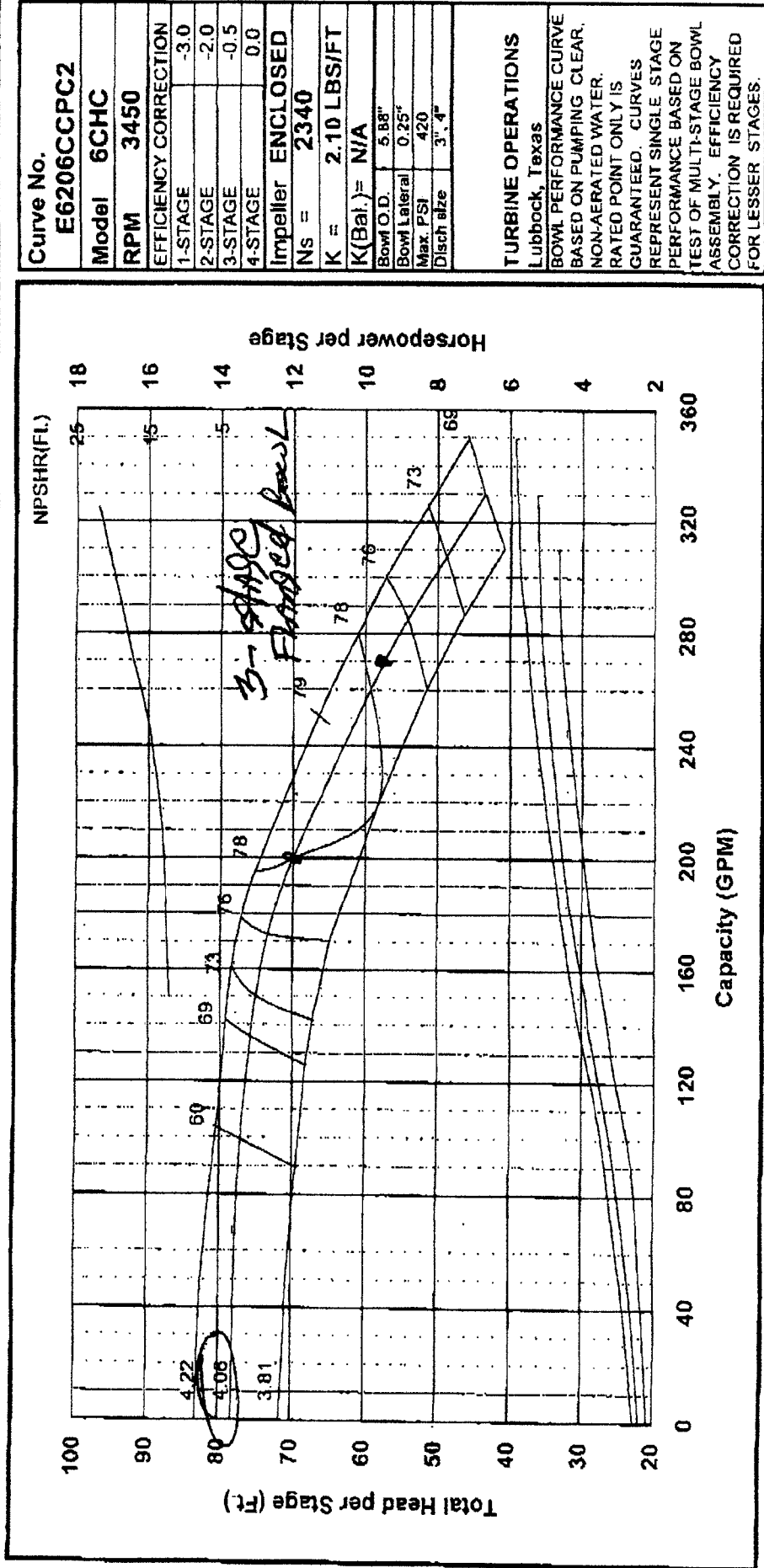
Turbine

Goulds Pumps

Model 6CHC

(Effective June 1, 2006)

GOULDS PROPOSAL NO.	GOULDS S.O. NO.	INQUIRY NO.	CUSTOMER P.O. NO.	P.O. DATE	ITEM NO.	CUSTOMER
PROJECT			SERVICE	GPM CAPACITY	FT. TDH	% EFFICIENCY
						RPM



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C6CLC1 June, 2006 © 2006 ITT Corporation

Engineered for life

CORPORATE CERTIFICATE

Not Applicable.  
TA Luke Eisinger  
Not a Corporation

I, \_\_\_\_\_,

certify that I am the \_\_\_\_\_ of the corporation named as

CONTRACTOR in the foregoing contract;

that \_\_\_\_\_

\_\_\_\_\_, who signed said contract on behalf of CONTRACTOR was then

\_\_\_\_\_ of said corporation; and that said contract was duly

signed for and in behalf of said corporation by authority of its Board of Directors and is within the scope of its corporate powers.

\_\_\_\_\_

(Signature)

(Corporate Seal)

CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION

Description of Contract:

WELL PUMP STATION CONSTRUCTION AND TESTING  
CASA MIA MOBILE HOME PARK  
MARYSVILLE, CALIFORNIA

Labor Code Section 3700:

Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Dated: April 4, 2011, 2011

T.A. LUKER ENGINEERING

(Contractor)

By 

OWNER  
(Official Title)

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work under this contract.)

**CERTIFICATE OF INSURANCE**  
**(Worker's Compensation)**

Contract for:

**WELL PUMP STATION CONSTRUCTION AND TESTING**  
**CASA MIA MOBILE HOME PARK**  
**MARYSVILLE, CALIFORNIA**

THIS IS TO CERTIFY that the below named insurance company has issued the worker's compensation and employer's liability policies listed below to the named insured and they are in force at this time with expiration date(s) as stated below.

The insurance company will give at least 30 days' written notice by registered mail to the Owner prior to any material change or cancellation of said policies. The policies are so endorsed.

It is further certified that the insurance company is authorized to do business and has an agent for service of process in California and has an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

Policy Number	Expiration Date	Limits of Liability
		Statutory Limits under the Laws of
_____ Named Insured (Contractor)	_____	_____
		Insurance Company
_____ Street Number	_____	_____
		Street Number
_____ City and State	_____	_____
		City and State
Date _____	By _____	(Company Representative)

*See attached*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clinton Polley Insurance Brokers Inc. 1675 Creekside Dr., Suite 100 Folsom, CA 95630	CONTACT NAME:	
	PHONE (A/C, No. Ext): (800) 984-3964	FAX (A/C, No): (866) 984-3199
www.cpgib.com 0E77935	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED T A Luker Engineering Terry Luker P. O. Box 2472 Marysville CA 95901	INSURER A : Delos Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 9893816

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	04DKRM1-2001-386	10/13/2010	10/13/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Three Rivers Levee Improvement Authority  
1114 Yuba Street Room 118  
Marysville CA 95901-4838

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ben Polley

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ACORD 25 (2010/05)

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**CERTIFICATE OF INSURANCE AND ENDORSEMENT  
(Liability)**

Contract for:

**WELL PUMP STATION CONSTRUCTION AND TESTING  
CASA MIA MOBILE HOME PARK  
MARYSVILLE, CALIFORNIA**

THIS IS TO CERTIFY that the following insurance policies have been issued to the named insured and are in force at this time with expiration date(s) and limits as stated below:

Liability Issuing Company and Policy Number	Expiration Date	Limits in Thousands (000) Each Occurrence	Aggregate
---	--------------------	---	-----------

**A. GENERAL LIABILITY**

Bodily Injury	\$	\$
Property Damage	\$	\$
Bodily Injury and Property Damage Combined	\$	\$
Personal Injury		\$

**B. AUTOMOBILE LIABILITY**

Bodily Injury (Each Person)	\$	
Bodily Injury (Each Occurrence)	\$	
Bodily Injury Property Damage Combined	\$	

**C. EXCESS LIABILITY**

Bodily Injury and Property Damage Combined	\$	\$
--	----	----

*See  
attached*

The following types of coverage are included in said policies (indicate by "X" in space):

- A. **GENERAL LIABILITY:**
- |   |     |    |
|---|-----|----|
| Comprehensive Form .....  | Yes | No |
| Premises-Operations .....                                       | Yes | No |
| Explosion and Collapse Hazard .....                             | Yes | No |
| Underground Hazard .....  | Yes | No |
| Products/Completed Operations Hazard .....                      | Yes | No |
| Contractual Insurance .....                                     | Yes | No |
| Broad Form Property Damage Including Completed Operations ..... | Yes | No |
| Operations .....  | Yes | No |
| Independent Contractors .....                                   | Yes | No |
| Personal Injury .....   | Yes | No |
- B. **AUTOMOBILE LIABILITY:**
- |                          |     |    |
|--------------------------|-----|----|
| Comprehensive Form ..... | Yes | No |
| Owned .....              | Yes | No |
| Hired .....              | Yes | No |
| Non-Owned .....          | Yes | No |
- C. **EXCESS LIABILITY:**
- |                                |     |    |
|--------------------------------|-----|----|
| Umbrella Form .....            | Yes | No |
| Other Than Umbrella Form ..... | Yes | No |

It is further certified that the insurance company is authorized to do business and has an agent for service of process in California and has an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

**ENDORSEMENT**

The Owner and their consultants, and each of their directors, officers, agents, and employees are included as additional insured under said policies but only while acting in their capacity as such and only as respects operation of the original named insured, his contractors, any subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable in the performance of the above-referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the approximate result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insured.

The Contractual Coverage is sufficiently broad to insure all of the matters set forth in the Section entitled "Indemnification" in the General Conditions of said contract.

The insurance company will give at least 30 days written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

See attached

The insurance afforded the additional insured is primary insurance. If the additional insured has other insurance which might be applicable to any loss, the amount of insurance provided for hereunder shall not be reduced or prorated by the existence of such other insurance. Additional insured have no responsibility for premiums.

\_\_\_\_\_  
Named Insured (Contractor)

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Company Representative)

*See  
attached*





# Western Surety Company

## PERFORMANCE BOND

Bond Number: 71086954

KNOW ALL PERSONS BY THESE PRESENTS, That we Terry Luker dba T.A. Luker Engineering of P.O. Box 2472, Marysville, CA 95901, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Three Rivers Levee Improvement Authority of 114 Yuba Street #218, Marysville, CA 95901, hereinafter referred to as the Obligee, in the sum of Ninety-One Thousand Four Hundred Fifty and 00/100 Dollars (\$ 91,450.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, for Casa Mia Well Pump Station Construction,

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 1st day of April, 2011.

Terry Luker dba T.A. Luker Engineering  
(Principal)  
By [Signature] (Seal)

Western Surety Company  
(Surety)  
By [Signature] (Seal)  
HELEN LOUISE DELGADO Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71086954

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint HELEN LOUISE DELGADO

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Terry Luker dba T.A. Luker Engineering

Obligee: Three Rivers Levee Improvement Authority

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 11, 2011, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of April, 2011.

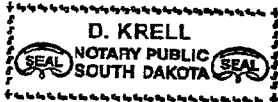


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

On this 1st day of April, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

*D. Krell*

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of April, 2011.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

- Acknowledgment of Principal
- Acknowledgment of Surety (Attorney-in-Fact)

STATE OF CALIFORNIA  
 COUNTY OF SUTTER } <sup>SS</sup>

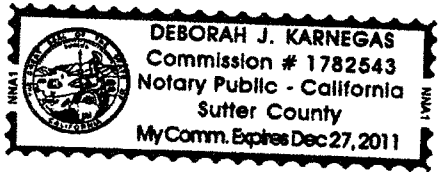
On April 1, 2011 before me, Deborah J. Karnegas <sup>Notary Public</sup>  
date here insert name and title of the officer  
 personally appeared HELEN LOUISE DELGADO  
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ (is) subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity ~~(ies)~~, and that by ~~his~~ her ~~their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah J. Karnegas (Seal)



(The balance of this page is intentionally left blank.)





# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

April 19, 2011

Memo To: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *PMB*  
Doug Handen, Construction Manager  
SUBJECT: Informational Item Phase 4 Feather River Set Back Levee Project  
Summary of Changes below \$210,000 and above \$25,000 authorized by the  
Executive Director - Contract No. PH4-2007-08-01

At the April 7, 2011 TRLIA Board meeting TRLIA staff was asked to provide a summary of the approved construction contract changes below \$210,000 and above \$25,000 that have been authorized by the Executive Director. Below are the items approved through April 7, 2011.

## 1. Knock Downs 234 Acres Of Trees

**Summary and Reason for Modification:** Additional orchard clearing work on Naumes property in the setback area needed to be knocked down to avoid pest control issues and the periodic spraying of these orchards. There was no potential lessee for these orchard trees. Work was issued in Construction Memo No. 009 and was paid in T&M. Maximum Engineering was asked to work overtime and weekends in order to prepare the foundation footprint for slurry wall construction and backfill through the former Naumes property (acquired late in the season) before winter shutdown. \$48,651.34

## 2. Linda Staging Area Cleanup

**Summary and Reason for Modification:** This work was necessary to provide all weather access to Teichert to continue construction during the winter months. Segment 3 excess material at the Linda County Water District's property at the end of Myrna Road was hauled and placed to provide an all-weather access road from Rich road to the pump station. Cost-sharing between TRLIA & Teichert for a winter access road for Pump Station 3 was involved. Work issued in Construction Memo No. 010 and paid in T&M. \$26,463.30

## 3. Lost Burl Salvage

**Summary and Reason for Modification:** Compensation to Contractor for lost burl salvage. Landowners cleared out burls before land had been acquired resulting in a differing site condition. While awaiting backup for the pricing, TRLIA offered approximately half of the proposed cost to settle immediately for \$105,000. Contractor accepted this amount.

## 4. Grind And Remove Pear Trees - Naumes

**Summary and Reason for Modification:** Additional orchard trees on the Naumes property required removal and clearing to avoid pest control issues, otherwise spraying of these orchards would have been required. There was no potential lessee for these orchard trees. This work was issued in Construction Memo No. 017 to chip and remove 429 acres of orchard trees knocked

down under Construction Memos 9, 11 and 16. Costs paid in agreed upon lump sum proposal. \$33,783.75

#### **5. Bank Protection for Floodplain Swale**

**Summary and Reason for Modification:** The excavation of the 3:1 swale side slopes of the Floodplain Swale below an elevation of 25 was being performed under standing water. The bank slope, which was predominately a loose sand, was noticed to be eroding/sloughing between an elevation of 25 and the toe of the channel slopes (approximate elevation of 18) due to surging, suction and wave action induced by the excavation process. As a result of the erosion, it was necessary to protect the slopes of the swale. On-site rock from the levee degrade was used to stabilize the side slopes below the water line. The rock was placed to the waterline or top of the eroded bank (whichever was higher) down to the invert of the swale. The work is to be paid under a proposed and agreed upon unit price with TRLIA and GEI Consultants.  
\$ 109,843.80

#### **6. Erosion Control Blanket**

**Summary and Reason for Modification:** Planting of the 3:1 side slopes for the Floodplain Swale was originally scheduled to be performed before the rainy season and was delayed until spring 2010. Due to the modified project schedule, the slopes needed to be covered with a bio-degradable erosion control blanket to prevent erosion during the winter months. This blanket consist of a straw mats held in place by two bio-degradable nets. The work is to be paid under the proposed agreed upon unit prices. \$ 56,763.00

#### **7. Remobilization 2010 & Labor Ups 2010**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
2010 Re-mobilization	1	LS	\$36,000.00	\$36,000.00
2010 labor-ups	2	Month	\$25,710.00	\$51,420.00

**Summary and Reason for Modification:** The degrade construction work in Schedule D was originally scheduled to be completed in 2009. Due to the cultural site discovered near the South Tie-In, permitting and land acquisition limitations during the project, the degrade completion was delayed until the 2010 construction season. The existing contract did not provide for Contractor expenses for extended overheads, remobilization and labor-ups. As a result, it was necessary to provide the Contractor reimbursement. Extended overheads include security, office trailer, sanitation and quality control costs. Re-mobilization included mobilization of half of the equipment utilized for degrade operations. Labor-ups included the prevailing wage increases for the year 2010. The work was to be paid under the proposed agreed upon unit prices. \$87,420.00

#### **8. Clear & Grub With Elderberry Relocation**

**Summary and Reason for Modification:** Floodplain swale clearing and grubbing work was modified to protect and remove over 100 elderberry bushes located within the work area. Consequently, a field directive was issued in Construction Memo No. 027 to clear and grub with the assistance of River Partners performing the removal, handling and transplanting of elderberry bushes. Work involved hand-clearing around elderberry bushes and cautious excavation throughout the dense riparian vegetation. This work was not required in the original Contract. The work was paid for on a force account basis. \$ 105,549.30

## **9. Slurry Wall Acceleration**

**Summary and Reason for Modification:** This is compensation for an Envirocon claim that cutoff wall and backfill modifications issued in CM 026 for work from South tie-in to STA 7+00 caused them to incur unavoidable costs for construction of the cutoff wall from STA 7+00 to STA 21+00. The claim was negotiated and settled for \$31,500. This work was not required in the original Contract. \$ 31,500.00

## **10. Culvert At Floodplain Swale**

**Summary and Reason for Modification:** Due to permitting delays, degrade work was postponed from 2009 to 2010. To provide drainage for the setback area during the winter season 2009-10 while also maintaining access to the balance of degrade work for 2010, a 60" culvert was installed at the floodplain swale. Cost was paid in T&M. \$ 41,992.78

## **11. Build/Maintain Additional Haul Roads**

**Summary and Reason for Modification:** Additional costs were incurred by the Contractor due to decreased production and haul road maintenance due to the impacts from the schedule of the contract scope of work and from weather damage due to being pushed through the 2009-10 winter season. Cost was paid per proposed unit price.  
\$ 33,600

## **12. Remove And Dispose Of Geotextile**

**Summary and Reason for Modification:** A large quantity of geotextile fabric not shown on the Contract Drawings was discovered inside the existing Feather River levee during levee degradation. The fabric had to be pulled from the backfill and be disposed of. Work was authorized in RFI No. 83. Cost paid in T&M. \$ 157,425.97

## **13. Inclinator Extensions and Backfill**

**Summary and Reason for Modification:** At the South Tie-In, inclinometers were installed across the cutoff wall to monitor movement in the levee. Inclinator extensions and backfill also included survey and installation of the instruments. The inclinometers were requested by the CVFPB to monitor a weak foundation layer discovered during Segment 1 construction and were not part of the original contract. Cost paid in T&M. \$ 36,263.48

## **14. Erosion Protection**

**Summary and Reason for Modification:** Due to construction activities continuing into the winter season of 2009-10, damage to levee patrol road needed to be maintained for levee patrol access. This caused costs to increase above the T&M budget included in the contract for erosion protection work. The work was issued in Construction Memo No. 49 and Field Memo No. 71. Cost was paid in T&M. \$ 50,365.96