



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

OCTOBER 5, 2004

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

Unless otherwise indicated.

3:30 P.M.

**I**     CALL TO ORDER

**II**    ROLL CALL – Directors Mary Jane Griego and Richard Webb

**III**   BOARD AND STAFF MEMBERS' REPORTS

**III**   ACTION ITEMS

- A.     Approve minutes of the meetings of August 31, September 7, and September 14, 2004.
- B.     Approve contract amendment with MBK Engineers to provide project management support services through January 31, 2005 and authorize Chairman to execute same.
- C.     Adopt resolution authorizing Department of Water Resource design grant application for the Western Pacific Interceptor Canal, Upper Bear River, and Yuba River Levee Improvements
- D.     Public Hearing: Hold public hearing; adopt resolution declaring results of special election and directing notice of special tax lien; waive first reading and introduce an ordinance levying special taxes within Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area).
- E.     Receive approved Reclamation Board Permit from Department of Water Resources.

**IV**    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.

**V**     ADJOURN

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COUNTY OF YUBA

MINUTES – BOARD OF DIRECTORS

AUGUST 31, 2004 – SPECIAL MEETING

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 3:08 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Mary Jane Griego and Richard Webb. Also present were County of Yuba's County Administrator Kent McClain, Assistant County Administrator Randy Margo, Chief Deputy County Counsel Kathy Burgess, and Deputy Clerk of the Board of Supervisors Cynthia Slayton. Chairman Webb presided.

ACTION ITEMS

A. California Environmental Quality Act (CEQA) Lead Agency Status: Following presentation by Assistant County Administrator Randy Margo, Mr. Margo and Yuba County Personnel/Risk Management Director Beverly Capaci responded to Board inquiries. Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Board accepted California Environmental Quality Act lead agency status for the proposed Feather-Bear Rivers Levee Setback Project. ACCEPT LEAD AGENCY STATUS

B. Invoice Payments: Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Board authorized the County Auditor-Controller to pay an invoice from Somach, Simmons & Dunn in the amount of \$5,787.27. AUTHORIZE PAYMENT

PUBLIC COMMUNICATIONS

Mr. Don L. Graham, Marysville, recommended the United States Army Corp of Engineers and the California Department of Water Resources be included in the levee repair process as much as possible.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:27 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Cynthia Slayton, Deputy Clerk

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

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COUNTY OF YUBA

MINUTES – BOARD OF DIRECTORS

SEPTEMBER 7, 2004

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at .m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Mary Jane Griego and Richard Webb. Also present were Executive Director Kent McClain, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Webb presided.

BOARD AND STAFF MEMBERS' REPORTS

Executive Director Kent McClain advised the Feather-Bear Rivers Levee Setback Project Environmental Report has been released for public comment. Mr. McClain also advised the Yuba River Levee project permit was received and a preconstruction meeting has been scheduled for September 8, 2004.

Chairman Richard Webb advised Reclamation District 784 discussed the at-large member requirements and felt a resident and property owner would have a substantial interest rather than just a resident who might be a tenant.

PUBLIC COMMUNICATIONS

No one came forward.

ACTION ITEMS

HDR Engineering Inc./Amendment: Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Authority approved an amendment to the agreement with HDR Engineering Inc. to perform construction management services for the Yuba River Levee Project and authorized the Chairman to execute same. APPROVE AGRMNT.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:54 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

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

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

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COUNTY OF YUBA

MINUTES – BOARD OF DIRECTORS

SEPTEMBER 14, 2004

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:05 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Mary Jane Griego and Richard Webb. Also present were Executive Director Kent McClain, Assistant County Administrator Randy Margo, County Counsel Dan Montgomery, and Deputy Clerk of the Board of Supervisors Cynthia Slayton. Chairman Webb presided.

BOARD AND STAFF MEMBERS' REPORTS

Executive Director Kent McClain advised the Yuba River levee slurry wall project started September 13, 2004.

Mr. McClain advised the Yuba County Board of Supervisors approved the amended resolution and Joint Exercise of Powers Agreement at their meeting of September 14, 2004.

Assistant County Administrator Randy Margo advised public hearings for the Feather-Bear River Levee Setback Project Environmental Impact Report would be held the beginning of October, with the Board to certify the document prior to the Reclamation Board meeting of November 19, 2004.

Director Griego voiced concern the anticipated At-large member not be chosen from another commission or board.

ACTION ITEMS

A. Minutes: Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Board approved the minutes of the regular meetings of July 6, July 13, and August 10, 2004, and the special meeting of August 24, 2004, as written. APPROVE MINUTES

B. Execute Recruitment: Executive Director Kent McClain recapped the Board's need to exist for a longer period of time creates the necessity to hire staff and reimburse County Counsel for legal services and responded to Board inquiries.

Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Board authorized hiring a Project Manager and Accountant after permits are issued by the Reclamation Board, and approved reimbursing County Counsel for associated legal services starting July 1, 2004.

APPROVE  
HIRING &  
REIMBURS.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 2:20 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Cynthia Slayton, Deputy Clerk

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



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

October 5, 2004

TO: Three Rivers Levee Improvement Authority Board  
FROM: Randy Margo, Assistant County Administrator  
SUBJECT: Amendment to MBK Engineers Contract

## **Recommended Action**

Extend the scope and cost ceiling for MBK Engineers to provide project management support services through January 31, 2005.

## **Discussion**

The purpose of this contract amendment is to have MBK Engineers continue its work in securing appropriate permits and approvals from State and Federal in order to construct levee improvements in the South Yuba Basin. This contract extension will allow the Authority to have continued support while determining its long term staffing needs.

## **Fiscal Impact**

The total cost of this contract amendment is \$97,650, increasing the cost ceiling for this contract from \$197,300 to \$294,950.





Water Resources • Flood Control • Water Rights

JOSEPH D. COUNTRYMAN, P.E.  
GILBERT COSTA, JR., P.E.  
MARC VAN CAMP, P.E.

ANGUS NORMAN MURRAY  
1913 - 1985

CONSULTANTS:  
JOSEPH L. BURNS, P.E.  
DONALD E. KINLEN, P.E.

September 24, 2004

**RECEIVED**

SEP 27 2004

**ADMINISTRATION**

Charles K. McClain  
Three Rivers Levee Improvement Authority  
915 8th Street, Ste. 115  
Marysville, CA 95901

**Subject: Agreement for Professional Services 6<sup>th</sup> Amendment to Scope of Work for Project Management Support for the Three Rivers Levee Improvement Authority**

Dear Mr. McClain:

Enclosed is a scope of work for MBK Engineers to provide project management and technical support for your effort to improve the flood protection for Reclamation District No. 784. This scope is intended to provide you and your Board with information on the level of effort that I anticipate needed to keep the levee improvements on schedule. MBK's role will be to provide continued support until the JPA can hire internal staff to handle management of the design team and agency coordination. We have been expending an average \$18,400 per month from March 1, 2004 through August 31, 2004. I had thought that our level of effort would decrease, but issues such as OPUD bonds, 404 permits, Reclamation Board permits, the setback levee EIR and other related issues have continued to require significant effort on MBK's part to keep the project on schedule. If additional JPA staff were hired or assigned to the project, it would be possible to reduce our level of effort. We are at a critical stage in the process and a significant effort will be required to get project approval from The Reclamation Board, address OPUD's concerns, certify the setback levee EIR, conduct a stakeholder outreach process to ensure that we minimize project opposition, and move the project into the Prop 13 program so that we can begin to use DWR bond funds for our design and construction activities.

The intent of this 6<sup>th</sup> amendment is to expand the scope and cost ceiling to provide project management support services through January 31, 2005. The scope of the 5<sup>th</sup> Amendment was developed to provide support through September 7, 2004 to allow the JPA staff and Board time to consider long term project support needs. This 6<sup>th</sup> amendment extends this time to allow hiring of additional staff. The total cost for this amendment is \$97,650, which increases the cost ceiling for this contract from \$197,300 to \$294,950. Work will be performed on a time and materials basis, not to exceed \$294,950

Please call if you have any questions.

Sincerely,  
MBK ENGINEERS

Ric Reinhardt, PE



RR/pp  
5141 CHARLES MCCLAIN 09.24.04.DOC

## Agreement for Professional Services – Standard Terms and Conditions

This Agreement for professional services is entered into between MBK Engineers, hereinafter referred to as the CONSULTANT and Three Rivers Levee Improvement District, hereinafter referred to as the CLIENT.

For and in consideration of the mutual covenants and conditions herein, CLIENT and CONSULTANT do hereby agree as follows:

### 1. Covenant for services

The CLIENT does hereby retain the CONSULTANT to perform the professional services identified herein. The CONSULTANT does hereby agree to perform such services for the CLIENT upon the terms and conditions set for in this AGREEMENT.

### 2. Scope of service

The CONSULTANT will provide all goods and services as set forth in the Scope of Work, attached hereto and incorporated by reference in this AGREEMENT as Attachment A.

### 3. Standard of care

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

CLIENT understands that the standard of care CONSULTANT is required to uphold can only be determined after the fact, through appropriate research by qualified experts. CLIENT agrees that, should it for any reason become necessary to identify the standard of care applicable to CONSULTANT's services, CLIENT shall cause CLIENT's expert to use those research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, National Society of Professional Engineers, Interprofessional Council on Environmental Design, American Association of Engineering Societies, and other respected national, regional, and international organizations, as related in the document, *Recommended Practices for Design Professionals Engaged as Experts in the Resolution of Construction Industry Disputes*.

### 4. Definitions

When used in this AGREEMENT, the words and phrases listed below are defined as indicated, unless noted otherwise elsewhere in this AGREEMENT:

#### *Agreement*

This contract, including all appendices, addenda, and any documents incorporated by reference.

#### *Any Claim*

This term, when used in a provision indicating CLIENT's obligation to waive claims against CONSULTANT or to hold CONSULTANT harmless from any claim arising from certain specified events, means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

#### *Certify, Certification*

Wherever these or derivative words are used in the AGREEMENT, or in any document developed or arising out of this AGREEMENT or services furnished by CONSULTANT thereunder, they shall mean CONSULTANT's furnishing an opinion of conditions based upon testing, analyses, or observation CONSULTANT has performed. CONSULTANT's certification of a condition's existence does not guarantee such condition exists, nor does it relieve other party of responsibilities or obligations such party has accepted by contract or custom.

#### *Claims*

See "Any Claim," above.

#### *Client*

Three Rivers Levee Improvement District.

#### *Consultant*

The firm of MBK Engineers, subsidiaries and affiliates, and all officers and employees thereof.

#### *Substantial Completion*

Substantial completion of CONSULTANT's services shall have been accomplished when CONSULTANT submits a final report and recommendations or final plans and specifications. If the AGREEMENT calling for these services is terminated before the services are completed, substantial completion will have occurred on the date termination goes into effect.

## 5. Billing and payment

CLIENT recognizes that timely payment of CONSULTANT's invoices is a material part of the consideration for which CONSULTANT requires to perform the services indicated in this AGREEMENT.

CLIENT shall pay CONSULTANT for services rendered in U.S. funds drawn upon U.S. banks, in accordance with the rates and charges set forth herein. Routine invoices will be submitted by CONSULTANT from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to any portion of an invoice, CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of the objection, and pay when due that portion of the invoice not in dispute.

CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on CONSULTANT's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, as set forth hereinabove, CONSULTANT may at any time thereafter, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in Section 9, SUSPENSION) or terminate this AGREEMENT (as provided for in Section 10, TERMINATION).

Accordingly, the CONSULTANT will provide all goods and services as set forth in the Scope of Work for the price described in the CONSULTANT's Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B.

## 6. Limitation of liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total aggregate liability to CLIENT is limited to \$50,000 or to the proceeds available from CONSULTANT's required insurance coverages, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim

expenses (including attorneys' and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

## 7. Insurance

CONSULTANT maintains workers' compensation and employer's liability insurance of a form and in the amount required by California state law; general liability and automotive liability insurance with limits of one million dollars (\$1,000,000), and professional liability insurance with a limit of one million dollars (\$1,000,000).

CLIENT recognizes that the insurance market can be erratic and that no CONSULTANT can guarantee an ability to maintain the coverages indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of prudent business practices, and will notify CLIENT of any change in coverage no later than ten (10) calendar days after CONSULTANT becomes aware of such change. If any of CONSULTANT's coverages is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, CONSULTANT and CLIENT shall confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

## 8. Indemnification

CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by CONSULTANT's negligent performance of the services.

CONSULTANT's opinion of certain conditions that CONSULTANT has evaluated on CLIENT's behalf may diminish the value of property. In order to establish an atmosphere where CONSULTANT feels free to report CONSULTANT's opinions, recommendations for remedial measures, et al., without fear of reprisal, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from the theory that CONSULTANT's findings, conclusions, opinions, recommendations, plans, or specifications diminished the value of a property. CLIENT shall also compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based

upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

CONSULTANT shall indicate to CLIENT the information needed for rendering services hereunder, and CLIENT shall provide to CONSULTANT as much of such information that is available to CLIENT. CLIENT shall inform CONSULTANT of reports or other materials prepared by others that relate to CONSULTANT's portion of the work, and CLIENT shall furnish these to CONSULTANT or otherwise help CONSULTANT gain access to them. CLIENT recognizes that CONSULTANT is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

#### **9. Suspension**

If payment of CONSULTANT's invoices is not maintained on a thirty- (30-) calendar-day-current basis by CLIENT, CONSULTANT may, upon fourteen (14) calendar days' written notice to CLIENT, suspend further services until payment is restored to a current basis, or CONSULTANT may terminate this AGREEMENT. CLIENT may suspend CONSULTANT's services upon fourteen (14) calendar days' written notice. Any suspension by CLIENT exceeding forty-five (45) calendar days shall, at CONSULTANT's option, make this AGREEMENT subject to renegotiation or termination. Any suspension shall extend the performance schedule by an amount of time satisfactory to both CLIENT and CONSULTANT, and CLIENT shall compensate CONSULTANT for services performed and expenses incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, but shall not be limited to, fees for service and expenses for putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment, and issuing necessary or customary notices to appropriate government agencies. Compensation to CONSULTANT shall be based upon CONSULTANT's prevailing fee schedule.

#### **10. Termination**

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating

termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall within thirty (30) calendar days of termination pay CONSULTANT's fees for services rendered and costs incurred, in accordance with CONSULTANT's prevailing fee schedule. These fees and costs shall include those outstanding at the time of termination.

#### **11. Ownership of instruments of professional service**

Plans, specifications, reports, software, calculations, field data, field notes, estimates, and similar documents and materials prepared by or for CONSULTANT as instruments of professional service are CONSULTANT's property. CONSULTANT shall retain these instruments of professional service for five (5) years following submission of final project deliverables, during which period CONSULTANT's instruments of professional service will be made available for CLIENT's review at any reasonable time.

CLIENT agrees that instruments of professional service provided by CONSULTANT to CLIENT may not under any circumstances be altered by any party except CONSULTANT. CLIENT warrants that CONSULTANT's instruments of service will be used only and exactly as submitted by CONSULTANT.

CLIENT understands that CONSULTANT may become liable to third-parties that ill-advisedly rely on CONSULTANT's instruments of professional service under the mistaken assumption that their third-party needs are identical to CLIENT's or that, although their needs differ from CLIENT's, CONSULTANT would nonetheless have performed the identical services to satisfy those different needs. To help prevent problems from arising in this respect, CLIENT shall inform CONSULTANT of any specific third-parties or types of third-parties that CLIENT believes may ask to rely on CONSULTANT's instruments of professional service, and CLIENT shall not under any circumstance permit such reliance except with the express consent of CONSULTANT. CONSULTANT may withhold its consent if the third-party does not agree, in writing, (1) to be bound by the terms of this AGREEMENT, including without limitation, any provision limiting CONSULTANT's liability hereunder, (2) to use such information only for the purposes contemplated by CONSULTANT in performing its services, and (3) to be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report involved. CLIENT's payment of CONSULTANT's invoices, as provided for herein, shall not be made contingent on CONSULTANT's agreeing to permit third-party reliance against CONSULTANT's preferences, and CONSULTANT

shall be compensated by CLIENT for whatever additional service and/or risk stems from third-party reliance, if the third-party does not provide compensation per terms and conditions herein. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury to loss allegedly arising from any third-party's reliance on CONSULTANT's instruments of services without CONSULTANT's specific authorization to do so. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

**12. Dispute resolution**

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement, or implementation of this AGREEMENT or provision of the services indicated herein shall be decided through mediation. The parties further agree that OWNER will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all tiers, and all suppliers whose portion of the work amounts to five thousand dollars

(\$5,000) or more, and their insurers and sureties, shall agree to this procedure.


Should legal action be brought by one party against the other, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, forensic consultant and expert witness fees, and other documented expenses, as well as the value of time spent by the prevailing party and those in that party's employ to research the issues in question, discuss matters with attorneys and others, prepare for depositions, respond to interrogatories, and so on. Insofar as CONSULTANT is concerned, the value of time spent and expenses incurred shall be computed based upon CONSULTANT's prevailing fee schedule.

**13. Governing law**

Unless otherwise provided, the substantive law of the state of California will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

**MBK Engineers**

By:   
Name and title: Ric Reinhardt, Principal  
Date: September 24, 2004  
Federal ID number: 94-2282149

**Three Rivers Levee Improvement District.**

By: \_\_\_\_\_  
Name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
County Counsel

## Current Level of Support for Three Rivers Levee Improvement Authority

### Project Management Activities

1. Management Meetings (every other week) – prepare agenda, attend meeting, prepare meeting minutes. **Effort – 10 hrs/month.**
2. Contract Oversight – Work with consultants to prepare scopes of work, review of monthly billings. **Effort – 4 hrs/month.**
3. Technical Team Meetings – Attend weekly team meetings. **Effort – 8 hrs/month.**
4. Review of Design Team technical products. **Effort – 8 hrs/month.**
5. Coordination with Reclamation Board – Prepare agendas, meet with staff, prepare minutes, prepare presentations, coordination on permit application. **Effort – 20 hrs/month.**
6. Coordination with the Corps on FEMA Certification Issues. **Effort – 5 hrs/month.**
7. Effort to Bring South Yuba County Project into Prop 13 Program – Attend Prop 13 meetings, prepare descriptions of project features, attend meetings, review of Prop 13 products, prepare design grant applications, general coordination. **Effort – 40 hrs/month.**
8. General Coordination – Coordination on project issues with JPA staff, coordination on Bear River Orchard, floodplain mapping outreach, land use adjacent to levees, public meetings, prepare PowerPoint presentations, coordination and meetings with stakeholders, and JPA Board meetings. **Effort – 25 hrs/month.**

Time: Principal Engineer	600 hrs @ \$135/h	\$81,000
Expenses		\$ 1,500
Total		\$ 82,500

### Hydraulic Modeling

1. Coordination with Design Team on water surface and velocity data. **Effort – 2-4 hrs/month.**
2. Coordination on hydraulic impact issues. **Effort – 2-6 hrs/month.**
3. Model sediment and vegetation removal strategies. **Effort – 0-8 hrs/month.**
4. 2-D model for erosion as part of FEMA certification – This is a stand alone task that will likely be completed through a Prop 13 design grant.
5. Stakeholder and public meetings. **Effort – 0-6 hrs/month.**

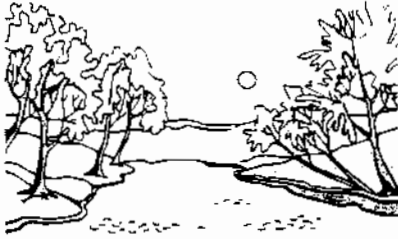
Time: Principal Engineer	15 hrs @ \$150/h	\$ 2,250
Supervisory Engineer	55 hrs @ \$130/hr	\$ 7,150
Expenses		\$ 250
Total		\$ 9,650

## Mapping Support

1. Prepare and update map that shows all of the projects and features in RD 784 and for the Marysville Ring Levee. **Effort – 4 hrs/month.**
2. Prepare maps as needed for presentations and meetings. **Effort – 10 hrs/month.**

Time: Principal Engineer	5 hr @ \$135/h	\$675
Junior Engineer	65 hrs @ \$70/hr	\$ 4,550
Expenses		\$ 275
Total		\$ 5,500

Total cost for this level of effort is estimated at \$97,650.



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COPY OF RESOLUTION NO.  
DOCUMENT ON FILE WITH  
CLERK OF THE BOARD

October 5, 2004

TO: Three Rivers Levee Improvement Authority  
FROM: Randy Margo, Assistant County Administrator  
SUBJECT: Design Grant Application for Proposition 13 Funds

## **Recommended Action**

Adopt the attached resolution to submit a \$1,620,241 grant application to the California Department of Water Resources for design services concerning Phase II Levee Repair, Upper Bear River, Western Pacific Interceptor Canal and Yuba River Levees.

## **Reason for Recommended Action**

The grant application is being submitted to provide funding for engineering and design services for levee improvements in the South Yuba Basin and to reimburse costs for preparing the grant under the State Water Bond Act of 2000, otherwise known as Proposition 13.

## **Discussion**

Financing of levee improvements within the South Yuba Basin includes a combination of local and state funds. In order to access state funds for design under the Proposition 13 program, the Three River Levee Improvement Authority (TRLIA) needs to submit a formal grant application. The attached documents describe the tasks and scope of work to be undertaken with the grant funds and a timeline for completion of that work, which includes preparation of plans and specifications, environmental documents and other necessary work needed to begin construction next spring.

Upon completion of this work, TRLIA will need to complete a construction application in order to secure state funding for that portion of the work. The construction application is projected to be submitted next spring.

## **Fiscal Impact**

There is no fiscal impact to the TRLIA. The grant application is for approximately \$1.6 million to prepare engineering and environmental documents, and other necessary work needed to begin construction next spring.



**BEFORE THE BOARD OF DIRECTORS**  
**OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

In Re:

RESOLUTION AUTHORIZING DEPARTMENT )  
OF WATER RESOURCES DESIGN GRANT )  
APPLICATION FOR THE WESTERN PACIFIC ) Resolution No. \_\_\_\_\_  
INTERCEPTOR CANAL, UPPER BEAR RIVER )  
AND YUBA RIVER LEVEE IMPROVEMENTS )

**WHEREAS**, the Authority proposes to design improvements for the Reclamation District No. 784 Western Pacific Interceptor Canal, Upper Bear River and Yuba River levees; and

**WHEREAS**, the Authority intends to apply for grant funding from the State of California Department of Water Resources for project design costs;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Three Rivers Levee Improvement Authority as follows:

1. Pursuant and subject to all of the terms and provisions of the California Safe Drinking Water, Clean Water, Watershed Protection and Flood Protection Act of 2000, application by this Authority be made to the State of California Department of Water Resources to obtain a design grant for the Western Pacific Interceptor Canal, Upper Bear River and Yuba River levees.

2. The Executive Director of the Authority is hereby authorized and directed to prepare the necessary data, make investigations, sign and file such application with the State of California Department of Water Resources, and take such other actions as necessary or appropriate to obtain the grant funding.

**PASSED AND ADOPTED** by the Board of Directors of the Three Rivers Levee Improvement Authority on the \_\_\_\_ day of \_\_\_\_\_, 2004, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

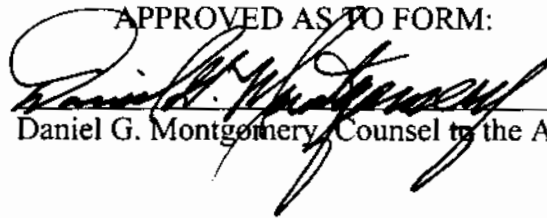
---

CHAIRPERSON

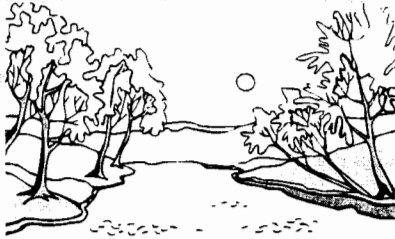
ATTEST: DONNA STOTTLEMEYER  
SECRETARY

---

APPROVED AS TO FORM:



Daniel G. Montgomery, Counsel to the Authority



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COPIES OF THIS DOCUMENT ON FILE WITH  
CLERK OF THE BOARD

TO: Board of Directors  
FROM: *Charles K. McClain*  
Charles K. McClain, Executive Director  
DATE: October 5, 2004  
SUBJECT: Canvass of Election Regarding Establishment of Three Rivers Levee Improvement Authority Community Facilities District for No. 2004-1 (South County Area), and First Reading of Ordinance Levying Special Taxes in the District

---

## RECOMMENDATION:

That the Board of Directors adopt the resolution entitled:

### RESOLUTION NO.

RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

And that the Board of Directors have the first reading of an ordinance entitled:

### ORDINANCE NO.

AN ORDINANCE LEVYING SPECIAL TAXES WITHIN THREE RIVERS LEVEE IMPROVEMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SOUTH COUNTY AREA)

## BACKGROUND:

On September 28, 2004, the Board of Directors of the Three Rivers Levee Improvement Authority (the "Authority") held public hearings regarding the formation of the Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area) (the "CFD") and the incurrence of bonded indebtedness of the CFD. Following the closing of the public hearings, the Board of Directors adopted a resolution of formation of the CFD of necessity to incur bonded indebtedness for the CFD, and a resolution calling a special election for the CFD to occur on October 5<sup>th</sup>. The owners of land in the CFD as of the close of the public hearings on September 28, 2004 are the only entities entitled to vote in the election, with each landowner having one vote for each acre or portion of an acre of land it owns in the CFD.

Each of the owners of property in the CFD has previously submitted to the Authority a Petition which waives the time to election and the need for ballot analysis and arguments. Ballots were sent to the property owners on September 29, 2004 with instructions that they be returned to the Secretary of the Authority by 3:30 p.m. on October 5<sup>th</sup>. Only ballots returned by such time and date are eligible to be counted in the election.

The Board of Directors is now being asked to adopt a resolution declaring the results of the election, as tabulated by the Secretary of the Authority and, assuming that two-thirds of the votes cast in the election are in favor of the ballot proposition, directing that a Notice of Special Tax Lien be recorded against the property in the CFD. The Notice, when recorded with the County Recorder, places a lien on property in the CFD to secure the payment of special taxes authorized to be levied by the Authority in the CFD. The Board of Directors is also being requested to have the first reading of the ordinance levying the special taxes in the CFD.

It is expected that the Board of Directors will have the second reading of and adopt the Ordinance at its next meeting, and will be requested to authorize the issuance of bonds for the CFD at a later meeting. The bonds, when issued, will be payable solely from special taxes levied on property in the CFD and from amounts in a reserve fund funded with bond proceeds, and the members of the Authority will have no responsibility whatsoever for the repayment of the bonds.

**FISCAL IMPACT:** Costs of issuance of the proposed bond issue will be paid from the proceeds of the bonds to be issued by the Authority for the CFD. All annual costs of administering the bonds and the CFD will be paid by special taxes levied on the properties in the CFD.

Any CFD bonds will not be general obligations of the Authority, but will be limited obligations of the Authority for the CFD, payable solely from special taxes levied on land in the CFD.

**Attachments:** Resolution  
Notice of Special Tax Lien  
Ordinance

**BEFORE THE BOARD OF DIRECTORS**  
**OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

**In Re:**

**RESOLUTION DECLARING RESULTS OF )  
SPECIAL ELECTION AND DIRECTING )  
RECORDING OF NOTICE OF SPECIAL TAX LIEN )**

**Resolution No. \_\_\_\_\_**

**WHEREAS**, in proceedings heretofore conducted by this Board of Directors pursuant to the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Law"), on September 28, 2004 this Board of Directors adopted a resolution entitled "Resolution Calling Special Election Within Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area)", calling for a special election of the qualified electors within the Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area) (the "District"); and

**WHEREAS**, pursuant to the terms of said resolution, which are by this reference incorporated herein, the special election was held on October 5, 2004, and the Secretary of the Three Rivers Levee Improvement Authority has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, this Board of Directors has reviewed the canvass and hereby approves it.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Three Rivers Levee Improvement Authority as follows:

**Section 1.** The issues presented at the special election were the incurring of a bonded indebtedness in the maximum aggregate principal amount of \$33,000,000, the levy of a special tax within the District to be levied in accordance with the rate and method of apportionment of special taxes heretofore approved by this Board of Directors by its resolution adopted on September 28, 2004 entitled "Resolution of Formation of Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area), Authorizing Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District, Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District," and the approval of an appropriations limit of not to exceed \$33,000,000 pursuant to said resolution.

**Section 2.** Pursuant to the canvass of the special election on file with the Secretary of the Authority, the issues presented at the special election were approved by the qualified electors of the District by more than two-thirds of the votes cast at the special election.

**Section 3.** Pursuant to the voter approval, the District is hereby declared to be fully formed with the authority to incur bonded indebtedness and to levy special taxes as heretofore provided in these proceedings and in the Law.

**Section 4.** It is hereby found that all prior proceedings and actions taken by this Board of Directors with respect to the District were valid and in conformity with the Law.

**Section 5.** The Secretary is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Yuba a notice of special tax lien in a form provided by Bond Counsel, said recording to occur no later than fifteen days following adoption by the Board of Directors of this Resolution.

**Section 6.** This Resolution shall take effect upon its adoption.

\* \* \* \* \*

**PASSED AND ADOPTED** this 5<sup>th</sup> day of October, 2004, by the Board of Directors of the Three Rivers Levee Improvement Authority, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chairperson

ATTEST: DONNA STOTTLEMEYER,  
SECRETARY

---

APPROVED AS TO FORM: COUNSEL TO  
THE AUTHORITY,  
DANIEL MONTGOMERY



---

20019.01:J7779  
9/29/04

**EXHIBIT A**

**CANVASS AND STATEMENT OF RESULT OF ELECTION**

**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
COMMUNITY FACILITIES DISTRICT NO. 2004-1  
(SOUTH COUNTY AREA)**

I hereby certify that on October 5, 2004, I canvassed the returns of the special election held on October 5, 2004, in the Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area) and the total number of ballots cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area) Special Tax and Bond Election October 5, 2004.	_____	_____	_____	_____

**BALLOT MEASURE:** Shall the Three Rivers Levee Improvement Authority (the "Authority") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of \$33,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area) (the "District"), the proceeds of which will be used only to finance the costs of certain flood control improvements as described in the Resolution of Formation of the District and the costs of issuing the bonds as well as the establishment of appropriate bond reserves; shall a special tax payable solely from lands within the District be levied annually upon lands within the District to be applied only (i) to the payment of the principal and interest upon such bonds to be issued, (ii) to replenish the reserves for the bonds, (iii) to replenish a special tax stabilization fund, (iv) to pay for the costs of flood control improvements directly, (v) to provide for reimbursements of special taxes required to be made by the District, (vi) to provide for the early retirement of the bonds, and (vii) to pay the costs of the Authority and the County of Yuba in administering the District; and shall the annual appropriations limit of the District be established in the amount of \$33,000,000?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 5<sup>th</sup> day of October, 2004.

By: \_\_\_\_\_  
Secretary,  
Three Rivers Levee Improvement Authority



**BEFORE THE BOARD OF DIRECTORS**  
**OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

**In Re:**

**AN ORDINANCE LEVYING SPECIAL TAXES            )**  
**WITHIN THREE RIVERS LEVEE IMPROVEMENT    )**  
**AUTHORITY COMMUNITY FACILITIES            )**  
**DISTRICT NO. 2004-1 (SOUTH COUNTY AREA)    )**

**Ordinance No. \_\_\_\_\_**

**WHEREAS**, on August 24, 2004, this Board of Directors of the Three Rivers Levee Improvement Authority (the "Authority") adopted a resolution entitled "Resolution Declaring Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Therein – South County Area" (the "Resolution of Intention"), stating its intention to establish the Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area) pursuant to the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Law"), to finance the costs of certain flood control improvements (the "Facilities");

**WHEREAS**, notice was published as required by the Law of the public hearing called pursuant to the Resolution of Intention relative to the intention of this Board of Directors to form the District and to provide for the costs of the Facilities;

**WHEREAS**, the Resolution of Intention called for a public hearing on the District to be held on September 28, 2004 and on such date this Board of Directors held the public hearing relative to the determination to proceed with the formation of the District; and

**WHEREAS**, at the public hearing all persons desiring to be heard on all matters pertaining to the formation of the District and the levy of special taxes in the District were heard, substantial evidence was presented and considered by this Board of Directors and a full and fair hearing was held;

**WHEREAS**, subsequent to said hearing, this Board of Directors adopted resolutions entitled "Resolution of Formation of Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District, Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District" (the "Resolution of Formation"), "Resolution Determining the Necessity to Incur Bonded Indebtedness Within Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area) and Submitting Proposition to the Qualified Electors of the District" (the "Resolution of Necessity") and "Resolution Calling Special Election Within Three Rivers Levee Improvement Authority Community Facilities District No. 2004-1 (South County Area)", which resolutions established the District, authorized the levy of a special tax with the District, and called an election within the District on the proposition of incurring indebtedness, levying a special tax and establishing an appropriations limit for the District, respectively; and

**WHEREAS**, on October 5, 2004 an election was held within the District in which the eligible landowner electors approved said propositions.

**NOW, THEREFORE**, the Board of Directors of the Three Rivers Levee Improvement Authority **DOES HEREBY ORDAIN** as follows:

**Section 1.** By the passage of this Ordinance this Board of Directors hereby authorizes and levies special taxes within the District, pursuant to the Law, at the rate and in accordance with the rate and method of apportionment of special taxes for the District approved by the Resolution of Formation (the "Rate and Method") which Resolution is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2004-2005 and in each fiscal year thereafter until payment in full of any bonds issued by the Authority for the District (the "Bonds") as contemplated by the Resolution of Formation and the Resolution of Necessity and payment in full all costs of administering the District have been paid.

**Section 2.** The Treasurer of the Authority is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for each parcel of real property within the District, in the manner and as provided in the Resolution of Formation.

**Section 3.** Properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes, to the extent set forth in the Rate and Method. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method.

**Section 4.** All of the collections of the special tax shall be used as provided for in the Law and in the Resolution of Formation including the payment of principal and interest on the Bonds, the replenishment of the reserves for the Bonds, the replenishment of a special tax stabilization fund, the payment of costs of flood control improvements, the provision of reimbursements of special taxes required to be made by the District, the provision of early retirement of indebtedness of the District, the payment of the costs of the Authority and the County of Yuba in administering the District and the costs of collecting and administering the special tax.

**Section 5.** The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District (a) with respect to one-time taxes, of the times set forth in the Rate and Method; and (b) otherwise on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected. The special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the California Government Code shall apply to delinquent special tax payments. The Treasurer of the Authority is hereby authorized and directed to take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the District in each fiscal year until the Bonds are paid in full and provision has been made for payment of all of the administrative costs of the District.

Notwithstanding the foregoing, the Treasurer of the Authority may collect any one-time special tax or one or more installments of the backup special taxes on any one or more parcels in the District by means of direct billing by the Authority of the property owners within the District, if, in the judgment of the Treasurer, such means of collection will reduce the administrative burden on the Authority in administering the District or is otherwise appropriate in the circumstances. In such event, the special

taxes shall become delinquent if not paid when due as set forth in any such respective billing to the applicable property owners.

**Section 6.** If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the District, by a Court of competent jurisdiction, the balance of this Ordinance, and the application of the special tax to the remaining parcels within the District shall not be affected.

\* \* \* \* \*

**INTRODUCED** and first read on October 5, 2004, and **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2004, by the Board of Directors of the Three Rivers Levee Improvement Authority, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairperson

ATTEST: DONNA STOTTLEMEYER,  
SECRETARY

\_\_\_\_\_

APPROVED AS TO FORM: COUNSEL TO  
THE AUTHORITY,  
DANIEL MONTGOMERY

  
\_\_\_\_\_

20019.01:J7781  
9/29/04

## DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001  
(916) 653-5791

RECEIVED

SEP 10 2004

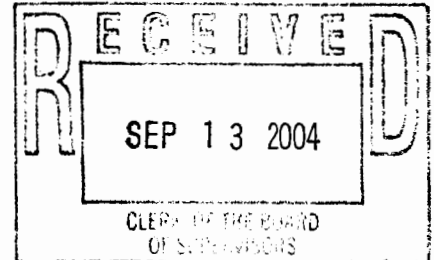


SEP 8 2004

ADMINISTRATION

Permit No. 17828 GM

Three Rivers Levee Improvement Authority and  
its members, jointly and separately  
915 8th Street, Suite 115  
Marysville, California 95901



Enclosed is your approved Reclamation Board Permit. **Please pay special attention to the conditions of this permit.**

Under the Standard General Condition Four (4) of the permit, you are required to accomplish the work under direction and supervision of the Department of Water Resources; therefore, you must advise the Department at 3310 El Camino Avenue, Sacramento, California 95821, attention Richard Marshall, telephone (916) 574-1213, at least ten days prior to starting your project. An addressed postcard is enclosed for your convenience.

Please note that the permit grants the work proposed in your application. This permit, in addition to the twelve (12) standard conditions, includes special conditions, which may place limitations on or require modifications to your project. You are advised to read all conditions prior to starting the project. Commencing any work under this permit shall constitute an acceptance of the provisions of the permit and an agreement to perform accordingly. This permit does not relieve you from the responsibility for obtaining authorization from any State, local, or federal agencies for your proposed project.

Please refer to your permit number when communicating with this office. For further information, contact Sam Brandon of my staff at (916) 574-0651.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Mirmazaheri".

Mike Mirmazaheri, Chief  
Floodway Protection Section  
Division of Flood Management

Enclosure

9/13/04: Copy to each Board member, RD 784, County Counsel, Public Works/ds

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
**THE RECLAMATION BOARD**

**PERMIT NO. 17828 GM**

**This Permit is issued to:**

Three Rivers Levee Improvement Authority and  
its members, jointly and separately  
915 8th Street, Suite 115  
Marysville, California 95901

To construct a 50-foot deep slurry cutoff wall using the conventional slot trench method for approximately 2,200 lineal feet along the left (south) bank levee of Yuba River. The project is located south of Marysville, between the State Highway 70 and Union Pacific Railroad (Section 19 & 24, T15N, R3&4E, MDB&M, Reclamation District 784, Yuba River, Yuba County).

**NOTE:** Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project described above.

(SEAL)

Dated:

Sept. 7, 2004



General Manager

**GENERAL CONDITIONS:**

**ONE:** This permit is issued under the provisions of Sections 8700 – 8723 of the Water Code.

**TWO:** Only work described in the subject application is authorized hereby.

**THREE:** This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

**FOUR:** The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and The Reclamation Board.

**FIVE:** Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of The Reclamation Board.

**SIX:** This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

**SEVEN:** It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

**EIGHT:** This permit does not establish any precedent with respect to any other application received by The Reclamation Board.

**NINE:** The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

**TEN:** The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

**ELEVEN:** The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

**TWELVE:** Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Reclamation Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

#### **SPECIAL CONDITIONS FOR PERMIT NO. 17828 GM**

**THIRTEEN:** This permit is being issued to the Three Rivers Levee Improvement Authority and its members, jointly and separately.

**FOURTEEN:** All work approved by this permit shall be in accordance with the submitted drawings and specifications except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of The Reclamation Board.

**FIFTEEN:** The permittee or successor shall maintain the permitted encroachment(s) and the project works within the utilized area in the manner required and as requested by the authorized representative of the Department of Water Resources or any other agency responsible for maintenance.

**SIXTEEN:** The permittee shall contact the Department of Water Resources by telephone, (916) 574-1213, and submit the enclosed postcard to schedule a preconstruction conference. Failure to do so at least 10 working days prior to start of work may result in delay of the project.

**SEVENTEEN:** The permittee shall provide supervision and inspection services acceptable to The Reclamation Board. A professional engineer registered in the State of California shall certify that all work was inspected and performed in accordance with submitted drawings, specifications, and permit conditions. For the placement portion of the deep soil mixing cutoff wall project, a consultant who is experienced in this type of construction shall be included as a member of the supervision and inspection team. The consultant shall coordinate inspection of the project with staff from the U. S.

**Army Corps of Engineers and the Department of Water Resources' Flood Project Inspection Section.**

**EIGHTEEN:** The Reclamation Board and Department of Water Resources shall not be held liable for any damages to the permitted encroachment(s) resulting from flood fight, operation, maintenance, inspection, or emergency repair.

**NINETEEN:** The permittee or successor may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted encroachment(s) if removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if damaged by any cause. If the permittee does not comply, The Reclamation Board may remove the encroachment(s) at the permittee's expense.

**TWENTY:** The permittee or successor shall be responsible for repair of any damages to the project levee and other flood control facilities due to construction, operation, or maintenance of the proposed project.

**TWENTY-ONE:** The permittee or successor is responsible for all liability associated with construction, operation, and maintenance of the permitted facilities and shall defend and hold harmless the State of California, or any departments thereof, from any liability or claims of liability associated therewith.

**TWENTY-TWO:** If the project, or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of The Reclamation Board and Department of Water Resources, at the permittee's or successor's cost and expense.

**TWENTY-THREE:** No construction work of any kind shall be done during the flood season from November 1 to April 15, within the levee section and within 10 feet of the levee toes, without prior written approval of The Reclamation Board.

**TWENTY-FOUR:** Cleared trees and brush shall be completely burned or removed from the levee section, and downed trees or brush shall not remain on the levee section during the flood season from November 1 to April 15.

**TWENTY-FIVE:** Equipment used in the construction of the slurry cutoff wall shall not exceed live-load surcharge to a level that causes or contributes to the instability of the levee during construction operations.

**TWENTY-SIX:** The stability of the levee shall be maintained at all times.

**TWENTY-SEVEN:** The permittee shall take necessary precaution to minimize the risk of hydraulic fracturing of the levee section. Drilling and grouting fluid pressures and flow rates shall be carefully monitored and controlled to minimize the potential for hydrofracturing.

**TWENTY-EIGHT:** Any damage to the levee crown roadway or access ramps shall be promptly repaired to the condition that existed prior to this project.

**TWENTY-NINE:** The permittee or successor shall be responsible for all damages due to settlement, consolidation, or heave from any construction-induced activities.



**THIRTY:** All pipes shall be placed in the center of an open trench 2 feet wider than the diameter of the pipe or 2 times the diameter, whichever is greater.

**THIRTY-ONE:** Each pipe shall be placed in an open cut with side slopes of 1 horizontal to 1 vertical or flatter.

**THIRTY-TWO:** Pipes shall be inspected prior to installation to ensure no cracked, broken, or defective materials are used.

**THIRTY-THREE:** All pipe or conduit being reinstalled in the levee section and within 10 feet of the levee toes shall meet Reclamation Board standards.

**THIRTY-FOUR:** During the demolition portion of the project, any and all anticipated or unanticipated conditions encountered which may impact levee integrity or flood control shall be brought to the attention of the Flood Project Inspector immediately and prior to continuation. Any encountered abandoned encroachments shall be completely removed or properly abandoned under the direction of the Flood Project Inspection Section Inspector.

**THIRTY-FIVE:** The pipeline shall be tested and confirmed free of leaks by X-ray, pressure tests, or other approved methods during construction or anytime after construction upon request by The Reclamation Board.

**THIRTY-SIX:** All pipe joints within the levee section shall be butt welded or threaded.

**THIRTY-SEVEN:** The pipe shall be buried at least 12 inches below the levee slopes and 24 inches below the levee crown.

**THIRTY-EIGHT:** The invert of all pipes or conduits through the levee section shall be above the design flood plane.

**THIRTY-NINE:** All pipes or conduits shall be installed through the levee section at a right angle to the centerline of the levee.

**FORTY:** Density tests by a certified materials laboratory will be required to verify compaction of backfill within the levee section and within 10 feet of the levee toes.

**FORTY-ONE:** Backfill material for excavations within the levee section and within 10 feet of the levee toes shall be placed in 4- to 6-inch layers, moisture conditioned above optimum moisture content, and compacted to a minimum of 90 percent relative compaction as measured by ASTM Method D1557-91.

**FORTY-TWO:** Excess bentonite or other drilling fluids shall be properly disposed of outside of the floodway and off the levee section. The excess bentonite or other drilling fluids shall not be used as backfill.

**FORTY-THREE:** The levee crown roadway and access ramps shall be surfaced with a minimum of 4 inches of compacted, Class 2, aggregate base (Caltrans Specification 26-1.02A).

**FORTY-FOUR:** Aggregate base material shall be compacted to a relative compaction of not less than 95 percent per ASTM Method D1557-91, with a moisture content sufficient to obtain the required compaction.

**FORTY-FIVE:** The levee section, access ramps and all active utility crossings shall be restored to at least the condition that existed prior to commencement of work.

**FORTY-SIX:** All debris generated by this project shall be disposed of outside the floodway and off the levee section.

**FORTY-SEVEN:** Upon completion of the project, the permittee shall submit as-built drawings to: Department of Water Resources, Flood Project Inspection Section, P.O. Box 219000, Sacramento, California 95821-9000.

**FORTY-EIGHT:** If FEMA certification of the levee by the Corps is being considered, the project proponent should contact the U. S. Army Corps of Engineers regarding inspection of the project during construction.

**FORTY-NINE:** Within 10 days from the date of this permit, the permittee shall submit an emergency levee reconstruction plan to The Reclamation Board for approval that addresses the occurrence of unexpected rainfall, high water conditions in the Yuba River, or other conditions that could affect the flood safety of the area protected by the levee during construction of the project.

**FIFTY:** Within 10 days from the date of this permit, the permittee shall submit an emergency response plan to The Reclamation Board for approval that addresses hydraulic fracturing of the levee and seepage of the slurry outside the levee area.

**FIFTY-ONE:** Restoration of degraded levee shall not begin until slurry wall has cured for 7 days and reached a minimum compressive strength of 300 psi.

**FIFTY-TWO:** The permittee shall comply with all conditions set forth in the letter from the Department of the Army dated September 7, 2004, which is attached to this permit as Exhibit A and is incorporated by reference.



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
**U.S. ARMY ENGINEER DISTRICT, SACRAMENTO**  
**CORPS OF ENGINEERS**  
1326 J STREET  
**SACRAMENTO, CALIFORNIA 95814-2922**

**EXHIBIT A**

September 7, 2004

Navigation and Flood Control Unit (17828)

Mr. Peter D. Rabbon, General Manager  
The Reclamation Board  
State of California  
3310 El Camino Ave. Rm. 1140  
Sacramento, California 95821

Dear Mr. Rabbon:

We have reviewed an application for a permit by Three Rivers Levee Improvement (Reclamation Board Number 17828). These plans include constructing a 50-foot deep slurry cutoff wall, using the conventional slot trench method for approximately 3,000 linear feet along the left bank levee of the Yuba River. To prevent hydrofracture, the top 7-feet of the levee crown will be removed before the slurry wall construction begins. The project is located south of Marysville, between Highway 70 and the Union Pacific Railroad in Sections 19&24, Township 15 North, Range 3&4 East, M.D.B.&M. Survey, Yuba County, California.

The District Engineer has no objection to approval of this application by your Board from a flood control standpoint subject to the following conditions:

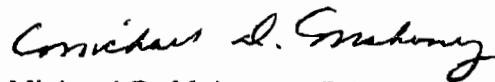
- a. That the excavation in the project for the proposed work shall not be made or remain during the flood season of November 1 to April 15, unless otherwise approved in writing by your Board.
- b. That in the event trees and brush are cleared, they shall be properly disposed of by either complete burning or complete removal outside the limits of the project works.
- c. That after the installation of the slurry cutoff wall, the levee shall be reconstructed to the profile shown in the O&M Manual or the height before construction, whichever is higher.
- d. That the reconstructed levee crown shall have an all-weather surface.
- e. That any revetment that may have been removed by the project, be reinstalled.
- f. That in the event erosion occurs at the site, the applicant shall repair the eroded areas and place adequate revetment on the riverbank to prevent future erosion.
- g. That the project levee section and roadway shall be restored to at least the same condition as existed prior to commencement of the proposed work.

h. That the attached comments by the Corps of Engineers, Soil Design Section be incorporated into the design.

Based upon the information provided, no Section 10 or Section 404 permit is needed.

If you have any questions concerning our comments on this permit application, please contact Mr. Mohsen Tavana at (916) 557-5282 or Mr. Robert Murakami at (916) 557-6738.

Sincerely,



Michael D. Mahoney, P.E.  
Chief, Construction-Operations Division

Enclosure

CF:  
DWR, Richard Marshall

5 August 2004

**Yuba River Levee Improvement Project**  
**Review of 30% Design Submittal, 27 July 2004**  
**Design Submittal prepared by HDR Engineering, Inc**  
**Reviewed by Henri Mulder, Corps of Engineers, Soil Design Section**

Comments

There's a conflict regarding slurry wall width between Spec 02261A and the plans. Spec 02261A specifies a minimum 30" slurry wall while the plans show a 3-foot wide slurry wall. Please resolve. The reviewer recommends a minimum 30" wide wall.

Given the robustness of the levee immediately upstream of Highway 70, consideration should be given to locating the slurry wall further away from the highway to avoid any possible effects to the bridge abutment and alleviate concerns from Caltrans. Consultation with Caltrans engineers should begin as soon as possible with regards to placing the slurry wall in Caltrans right-of-way.

The existing levee cross section detail shown on Sheet C-07 indicates that the landside slope is 1V:3H. However, a quick review of the cross section shown on Sheets C-04 through C-06 indicates that the landside slope is approximately 1V:2H. Change the landside slope on Sheet C-07 to 1V:2H. Also, the landside slope should be reconstructed to 1V:2H or match the existing slope, whichever is flatter. The waterside slope should be reconstructed to 1V:3H or match existing slope, whichever is flatter.

Sheets C-04 and 05: Change the label of typical landside slope from 3.5:1 to 2:1 and typical waterside slope from 2:1 to 3:1.

Sheet C-07: A 3-foot wide slurry wall cap will be difficult to construct, compact, and perform quality control tests. The difficulty is compounded with the trench 7 feet deep. Caving of the trench is a concern. It will also be difficult to align the cap over the slurry wall. Recommend a wider slurry wall cap. The reviewer recommends a minimum 8-foot width at top of slurry wall and 6-foot width at top of levee.

Spec 02261A, Slurry Cutoff Trench, is written for a slurry wall constructed in panels using a hydraulic clamshell. Since the depth of the slurry wall is approximately 43 feet from working surface, a conventional excavator with a long-stick can easily construct the wall using the open slurry trench method. Construction with a long-stick excavator is more cost effective and can be constructed more quickly than panel construction. Remove the requirement that the slurry wall be constructed in panels. Modify the spec so that the Contractor can choose the method of trench excavation.

Spec 02261A, paragraph 1.2: Remove reference to ASTM D5048. Add reference to ASTM D 5084 Standard Test Method for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.

August 2004

Yuba River FEMA Site - Review of 30% Design Plans and Specifications, dated July 2004  
Plans and Specifications prepared by HDR Engineering, Inc.

Spec 02261A, paragraph 3.5.3: Achieving a permeability of  $1 \times 10^{-7}$  cm/sec will be difficult given that the slump requirements are 7 to 10 inches. Recommend increasing the permeability requirement for the mix design to  $5 \times 10^{-7}$  cm/sec

Spec 02216A, paragraph 3.7.2: Change ASTM D 5048 to ASTM D 5084.

Spec 02261A, paragraph 3.6: Delete the cutoff wall test section. The length of the production wall is too short to warrant a test section. Also, there may not be enough time in this aggressive schedule to complete a test section.

Spec 02261A, paragraph 3.7.1.2: Backfill material should be passed through a 1/2" sieve in lieu of a 3/4" sieve. A 1/2" sieve is recommended because it's one-sixth the diameter of the sample.

Spec 02261A: Recommend deleting the continuous core sampling and core testing.

Spec 02261A, paragraph 3.7.6: Remove in-situ permeability testing from the specifications.

Spec 02261A, paragraph 3.7.1.2: Collecting wet bulk samples at variable depths in the trench will be impossible if the slurry wall is constructed by the open slurry trench method. Modify the spec so that wet bulk samples are taken prior to the backfill being placed in the trench.

Remove Spec 02262, Deep Mix Method Cutoff Walls from the specification package. This method of cutoff wall construction will be more expensive and take longer to construct than the open slurry trench method.

Spec 02333: Include definitions for satisfactory material, unsatisfactory material, and general fill material.

Spec 02333, paragraph 3.2.1: Include a statement that subgrade preparation shall be done in such a manner as not to damage the slurry cutoff wall. Also include a provision that the subgrade preparation and levee restoration shall not occur until the slurry wall has cured for at least 7 days.

Spec 02333, paragraph 3.5.5: Recommend reducing the frequency of testing for general fill. A frequency of 1 test per 500 CY is more appropriate for the quantity of fill to be placed.

Spec 02333, paragraph 3.5.5: Specify testing frequency of the Soil Classification test (ASTM D2487). Specify field density and moisture content testing frequency for the subgrade.

Spec 02333, paragraph 1.6.2: Include separate bid item for impervious fill (slurry wall cap).

Spec 02333: The term "levee fill" is used in paragraphs 3.2.1 and 3.3.3. Please define the term "levee fill".

16 August 2004

**Review of Yuba River Levee Improvement Project,  
90% Design Submittal, 11 August 2004.  
Design Submittal prepared by HDR Engineering, Inc.  
Reviewed by Henri Mulder, Corps of Engineers, Soil Design Section.**

Comments

Include requirements that the Contractor is to protect the cobble berm from construction and removal of the temporary access ramp located near Sta 31+00. Suggest installing a separation layer (e.g. geotextile) between the ramp and berm to prevent earthfill from infiltrating the berm.

Spec 02261A, paragraph 1.6.1: Remove soil-bentonite from the list of cutoff walls acceptable for qualifying experience.

Spec 02261A, paragraph 1.6.2.1: Replace "cement-bentonite slurry backfill" with "soil-cement-bentonite slurry backfill".

Spec 02261A, paragraph 1.6.2.1: Place bullet item number 8 in a separate paragraph title "Slurry Trench Excavation Equipment Operator".

Spec 02261A, paragraph 1.6: Include qualifications for Trench Logger. Refer to Corps sample spec (spec no. 1380) for Trench Logger information.

Spec 02261A, paragraph 1.2: Include API RP 13B-1 in the list of publications.

Spec 02261A, paragraph 2.6 and 2.7: State that testing of slurry properties shall be in accordance to procedures described in API RP 13B-1 and API Spec 13A. Refer to Corps sample spec (spec no. 1380) for guidance.

Spec 02261A, paragraph 3.3.1: To avoid confusion with the Measurement and Payment sections of this spec, recommend that in paragraph 3.3.1 the measurement for depth of cutoff wall is based on top of degraded working surface in lieu of top of levee.

Spec 02261A: Include requirements for backfilling the slurry wall in case of high water in the river. Refer to paragraph 3.2.9 of the Corps sample spec (spec no. 1380).

Spec 02261A, paragraph 3.3.10: Remove the sentence "An acceptable substitute for the initial placing of backfill by the use of a clamshell bucket... ..the point where the slurry trench is required."

Spec 02261A: Include requirements for protecting the slurry wall once its backfilled. Refer to paragraph 3.2.13 of the Corps sample spec (spec no. 1380).

Spec 02261A, paragraph 3.6.1.2: Collecting wet bulk samples at variable depths in the trench is difficult given the method of backfill placement. Modify the wet bulk sampling procedures so that backfill samples are taken prior to placement into the trench at the location where backfill is introduced into the trench.

Spec 02261A, paragraph 3.8.2: Include the maximum compressive strength of 300 psi at 7-day in the summary of acceptance criteria.

Spec 02261A: The following items and tests should be included in the Quality Control portion of the specifications:

- Tests on bentonite
- Tests on water
- Slurry property testing
- Excavation and backfill soundings
- Slurry wall depth soundings
- Slump tests
- As-built profile

Test procedures, references, and testing intervals should be specified. Refer to the Corps sample spec (spec no. 1380) for guidance.

Spec 02261A, paragraph 3.5.4: Include the maximum strength requirement of 300 psi at 7 days.

Spec 02333, paragraph 1.3.1: Define satisfactory material.

Spec 02333, paragraph 3.2.1: The specified compaction effort is quite high. Suggest specifying a minimum 90% of maximum dry density per ASTM D1557.

Spec 02333, paragraph 3.2.1: Include a statement that subgrade preparation shall be done in such a manner as not to damage the slurry cutoff wall. Also include a requirement that the subgrade preparation and levee restoration shall not occur until the slurry wall has cured for at least 7 days.

Spec 02333, paragraph 3.3.4: The specified compaction effort is quite high. Suggest specifying a minimum 90% of maximum dry density per ASTM D1557.

Bid Schedule: The reviewer calculated approximately 30% more cubic yards of levee core material (item I-6) than what is listed in the bid schedule. Please check the quantity of levee core material.