



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA

MARCH 15, 2005 – SPECIAL MEETING

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

Unless otherwise indicated.

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Board only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers must fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors.

- 3:00 P.M. I **CALL TO ORDER**
- II **ROLL CALL** – Directors Rick Brown, Mary Jane Griego, Dan Logue, Richard Webb
- III **ACTION ITEMS**
- A. Approve minutes of the regular meeting of March 8, 2005.
- B. Adopt resolution adopting the Bear River and Western Pacific Interceptor Canal Levee Improvements Projects.
- C. Approve Amendment No. 1 to Agreement with Bookman-Edmonston/GEI Consultants for Bear River Levee Set Back Design in the amount of \$221,160 and authorize Chairman to execute same.
- D. Approve Third Amendment to Agreement with HDR Engineering, Inc. for levee investigation and remedial design for Upper Bear River, Western Pacific Interceptor Canal and Yuba River in an amount of \$541,372.57 and authorize Chairman to execute same.
- IV **ADJOURN**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

MARCH 8, 2005

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:04 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Kent McClain, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

BOARD AND STAFF MEMBERS' REPORTS:

Reports were received on the following:

Director Griego:

- Urged working aggressively towards expediently completing construction projects outlined in the State Reclamation Board Permit

Director Logue:

- Unresolved hold harmless agreement as it relates to County of Yuba
- Governor's proposal to form Flood Control and Levee Management District

Mr. Walt Whittendon, Linda, encouraged consideration of citizen safety within the area of flood risk, reminding the Board of the floods of 1986 and 1997.

ACTION ITEMS

A) Minutes: Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved the minutes of the regular meeting of February 8, 2005 and special meeting of January 25, February 15, and February 17, 2005 as written. APPROVE MINUTES

B) Survey Services: Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved an agreement with MHM Inc. for field survey services in an amount not to exceed \$151, 500 required to construct levee improvements on the Yuba and Bear Rivers, Western Pacific Interceptor Canal and setback levee; and authorized the Chairman to execute same. APPROVE MHM INC. AGRMNT.

C) Right-of-way Services: Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved an agreement with Bender Rosenthal Inc. in an amount not to exceed \$850,000 for consultant services need to obtain right-of-way and authorized the Chairman to execute same. APPROVE AGRMNT.

PUBLIC COMMUNICATIONS

No one came forward.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 2:58 p.m. by Chairman Webb.

Chairman

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

Approved: _____

March 15, 2005

TO: Three Rivers Levee Improvement Authority Board
FROM: Randy Margo, Deputy Executive Director
SUBJECT: Consider resolution adopting the Bear River and Western Pacific
Interceptor Canal Levee Improvements Project

Recommended Action

Adopt the attached resolution approving the Bear River and Western Pacific Interceptor Canal Levee Improvements Project.

Reason for Recommended Action

The Upper Bear River and the Western Pacific Interceptor Canal (WPIC) Levee Improvements Project is needed to bring deficient levee sections up to standards to achieve certifiable 100-year protection.

Discussion

By adopting Resolution No. 04-12 on August 12, 2004, the Board ratified the certified Bear River and WPIC Levee Improvements Project EIR, and adopted the Findings of Fact and a Mitigation Monitoring Program for the Project which were all in compliance with the California Environmental Quality Act (CEQA). The Board of Directors must also adopt the "Project" in order to begin implementation of the Project

Fiscal Impact

None

**BEFORE THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
OF THE COUNTY OF YUBA**

IN RE:)
) **RESOLUTION No. _____**
)
) **RESOLUTION TO ADOPT THE BEAR RIVER**
) **AND WESTERN PACIFIC INTERCEPTOR CANAL**
) **LEVEE IMPROVEMENTS PROJECT**
)
_____)

WHEREAS, the Upper Bear River and Western Pacific Interceptor Canal (WPIC) Levee Improvements Project is needed to bring deficient levee sections up to standards to achieve certifiable 100-year flood protection. Specifically, most of the northern levee of the Bear River and several reaches of the WPIC have insufficient height to provide the desired level of flood protection. Additionally, some levee reaches have problems associated with levee stability and susceptibility to erosion. The flood control improvements would include seepage protection, reconstruction of levee reaches that failed as a result of 1997 overtopping, erosion protection, and raising the height of the levee; and,

WHEREAS, by adoption of Resolution No. 04-12 on August 12, 2004, the Board ratified the certified Bear River and WPIC Levee Improvements Project EIR, and adopted the Findings of Fact and a Mitigation Monitoring Program for the Project which were all in compliance with the California Environmental Quality Act (CEQA); and,

WHEREAS, the Authority Board of Directors has determined, for reasons set forth in the adopted Findings of Fact, that the preferred Project, as described in the final EIR is feasible and meets the Project objectives; and,

WHEREAS, the Authority Board of Directors must adopt the Project in order to begin implementation of the Project.

NOW, THEREFORE, BE IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The adopted final EIR for the proposed project was prepared in accordance with the California Environmental Quality Act (CEQA), and certified August 12th, 2004 (SCH#2004032118) in compliance with CEQA. In addition, the Findings of Fact and Mitigation and Monitoring Program have been formally adopted.
3. The Authority Board of Directors authorizes and directs Authority staff to prepare and file a CEQA Notice of Determination within 5 working days following the date of adoption of this Resolution with the County Clerk of the County of Yuba and with the State of California.
4. By adopting this Resolution, the Project is hereby approved.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Three Rivers Levee Improvement Authority on the _____ day of March, 2005 by the following vote:

AYES:

NOES:

ABSENT:

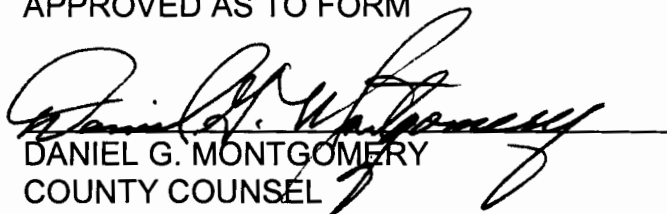
ABSTAIN:

RICHARD WEBB, CHAIRPERSON

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM


DANIEL G. MONTGOMERY
COUNTY COUNSEL

March 15, 2005

TO: Three Rivers Levee Improvement Authority Board
FROM: Randy Margo, Deputy Executive Director
SUBJECT: Change of Contract request submitted by BE/GEI, Inc., to accommodate changes in preciously approved scope of services

Recommended Action

Approve Change of Contract request submitted by BE/GEI, Inc., to accommodate additions to previously approved scope of services for levee investigation and setback levee design for the Bear River.

Reason For Recommended Action

These additional services by the consultant are needed in order to design and construct the proposed Bear River Setback Levee.

Discussion

The contract amendment has been necessitated due to recent changes to BE/GEI's approved scope of services for the project. These changes include the following:

- An accelerated design schedule, to try and shorten the design process by several weeks.
- Additional work that BE/GEI needs to do to prepare themselves to certify the levee work in accordance with FEMA requirements, should TRLIA ask them to carry out this certification.
- Weekly coordination meetings between BE/GEI and HDR, Inc., and the other consultants involved in the TRLIA project, and monthly meetings between BE/GEI and representatives of TRLIA

Fiscal Impact

This amendment will increase price ceiling for Basic Services by \$222,160, raising the total maximum contract amount from \$2,671,000 to **\$2,893,160**. This amount was calculated using hourly labor rates that had been presented by BE/GEI as part of their original, approved contract with TRLIA.

RECEIVED

MAR 3 2005

ADMINISTRATION

Geotechnical
Environmental and
Water Resources
Engineering

March 1, 2005
Project No.: 050110

Mr. Kent McClain
Executive Director
Three Rivers Levee Improvement Authority
Yuba County Government Center
915 8th Street, Suite 115
Marysville, CA 95901

Dear Mr. McClain:

**Re: Change Order Request, Agreement Between TRLIA and B-E/GEI dated
January 18, 2005**

In response to Randy Margo's request, this letter is to formally request a contract change in the Scope of Services to be provided under our agreement dated January 18, 2005 (B-E/GEI Contract Number 050110). Specifically, B-E/GEI requests an additional \$222,160 be added to our contract for a new amount of \$2,893,160. This is within the costs reflected in the Department of Water Resources' grant authority for this project. Supporting information is included in our letter dated February 22, 2005. A draft contract amendment is attached.

Funding for this contract amendment comes from State of California Proposition 13 grant funds under the 2000 Water Bond Act. This contract change, while reducing the contingency, will not exceed grant authority.

Enclosed for your consideration and approval is Amendment No. 1. We greatly appreciate your prompt attention to this matter.

Sincerely,

BOOKMAN-EDMONSTON



Raymond D. Hart
Senior Vice President

Enclosure

J:\050110 Three Rivers Levee Imprvmt Auth\L-McClain Change Order.doc

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
BEAR RIVER LEVEE SETBACK DESIGN
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
BOOKMAN-EDMONSTON/GEI CONSULTANTS

THIS AMENDMENT TO AGREEMENT is made effective February 23, 2005, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-Edmonston/GEI Consultants ("Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective January 18, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA's Bear River Levee Setback design.
 - 1.2. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.
2. **Amendments to Agreement.** The Professional Services Agreement is hereby amended as follows:
 - 2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B-E/GEI, dated January 18, 2005) is amended to expand and supplement the scope of work as described by letter dated February 22, 2005 (Exhibit A) to include: (1) accelerating the exploration program (+\$60,000 to the field work); (2) adding program management for developing an accelerated schedule, along with coordination meetings with HDR and TRLIA to support acceleration of technical activities (+\$50,000); (3) adding transition services to support TRLIA's new staff taking over some management activities (+\$13,360); and (4) increasing the Levee Certification efforts (+\$98,800).
 - 2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended to include the additional amounts of \$222,160 for a total contract of \$2,893,160.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
_____, 2005.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA

Charles K. McClain
Executive Director


ATTEST:
DONNA STOTTEMEYER
SECRETARY, THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY

BOOKMAN-EDMONSTON, A DIVISION
OF GEI CONSULTANTS, INC.



Raymond D. Hart
Senior Vice President

APPROVED AS TO FORM:
DANIEL G. MONTGOMERY
COUNTY COUNSEL



March 15, 2005

TO: Three Rivers Levee Improvement Authority Board
FROM: Randy Margo, Deputy Executive Director
SUBJECT: Change of Contract request submitted by HDR, Inc., to accommodate changes in preciously approved scope of services

Recommended Action

Approve Change of Contract request submitted by HDR, Inc., to accommodate additions to previously approved scope of services for levee investigation and remedial design for Upper Bear River, Western Pacific Interceptor Canal and Yuba River.

Reason For Recommended Action

These additional services by the consultant are needed in order to carry out levee improvements on the Yuba and Upper Bear Rivers, as well as on the Western Pacific Interceptor Canal.

Discussion

The contract amendment has been necessitated due to recent additions to HDR's approved scope of services for the project. These additions include

- Additional geotechnical investigation, testing, analysis and report/technical memoranda preparation to address issues raised by the United States Army Corps of Engineers (USACE).
- Problem identification study for the levee along the left bank of the Yuba River from the end of the existing USACE cutoff wall, easterly to Simpson Lane.
- Services in support of Bear River Section 106 (cultural resources) compliance to the National Historic Preservation Act (NHPA).

Fiscal Impact

This amendment will increase price ceiling for Basic Services, by \$541,372.57, raising the total maximum contract amount from \$2,385,240.00 to **\$2,926,612.57**. This amount was calculated using hourly labor rates that had been presented by HDR as part of their original contract, which was approved by the TRLIA Board.

**THIRD AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.**

THIS THIRD AMENDATORY AGREEMENT is made and entered into this ____ day of March, 2005, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority ("AUTHORITY"), and HDR ENGINEERING, INC. ("CONTRACTOR").

RECITALS:

WHEREAS, Reclamation District No. 784 ("DISTRICT") and CONTRACTOR entered into an agreement to provide the desired services dated January 8, 2004 ("Agreement");

WHEREAS, effective April 13, 2004, DISTRICT assigned, transferred, and conveyed to AUTHORITY all of DISTRICT's right, title, and interest to the AGREEMENT and delegated to AUTHORITY all of its duties and obligations under the AGREEMENT;

WHEREAS, Article 16 of the AGREEMENT states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, a FIRST AMENDATORY AGREEMENT executed October 29, 2004, increased the price ceiling for basic services from \$1,668,490, by \$419,257 to \$2,087,747;

WHEREAS, a SECOND AMENDATORY AGREEMENT executed January 21, 2005, increased the price ceiling for basic services from \$2,087,747, by \$297,493 to \$2,385,240; and

WHEREAS, the AUTHORITY and CONTRACTOR desire to amend the Agreement;

NOW, THEREFORE, the AUTHORITY and CONTRACTOR agree as follows:

1. Exhibit A of the AGREEMENT shall be amended to perform those services described in Exhibit A attached to this THIRD AMENDMENT.
2. Article 4 of the AGREEMENT shall be revised to increase the price ceiling for Basic Services by \$541,372.57 from \$2,385,240.00 to:

\$2,926,612.57

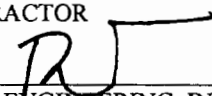
All other terms and conditions contained in the Agreement shall remain in full force and effect.

This Amended agreement is hereby executed on this _____ day of _____, 2005.

AUTHORITY

BY: _____
"THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY"

CONTRACTOR

BY:  _____
"HDR ENGINEERING, INC."

APPROVED AS TO FORM

DANIEL G. MONTGOMERY
County Counsel



Three Rivers Levee Improvement Authority

PHASE 2 LEVEE REPAIR - BEAR RIVER, WPIC AND YUBA RIVER

Amendment No. 3

Task No.	Task Name	Start	End	Finish	Program	Activity	Phase	Start	End	Finish	Program	Activity	Phase
1	PROJECT MANAGEMENT	11/14/2004	11/14/2004	10/31/2004									
1.1	Project Management	281 days	11/14/2004	10/31/2004									
1.2	Project Charter	8 days	11/14/2004	11/14/2004									
1.3	Key Deliverables	1 day	11/17/2004	11/17/2004									
1.4	Monthly Status Meetings	261 days	11/18/2004	10/31/2004									
1.5	Weekly Progress Reports	261 days	11/18/2004	10/31/2004									
1.6	Change Control	261 days	11/18/2004	10/31/2004									
1.7	Agency Coordination	261 days	11/18/2004	10/31/2004									
2	BEAR RIVER & WPIC LEVEE IMPROVEMENT	147 days	11/18/2004	3/29/2005									
2.1	Final Project Approval and Status of Design	18 days	11/18/2004	12/07/2004									
2.2	Pre-design for Final Design #1	18 days	11/18/2004	12/07/2004									
2.3	Check Point Log - (Initial Assessment)	18 days	11/18/2004	12/07/2004									
2.4	Final Status of Design #1	18 days	11/18/2004	12/07/2004									
2.5	Check Point Log	18 days	11/18/2004	12/07/2004									
2.6	Check Point Log	18 days	11/18/2004	12/07/2004									
2.7	YUBA RIVER LEVEE IMPROVEMENT	264 days	11/18/2004	7/29/2005									
2.8	Final Project Approval and Status of Design #1	18 days	11/18/2004	12/07/2004									
2.9	Check Point Log - (Initial Assessment)	18 days	11/18/2004	12/07/2004									
2.10	Final Status of Design #1	18 days	11/18/2004	12/07/2004									
2.11	Check Point Log	18 days	11/18/2004	12/07/2004									
2.12	Check Point Log	18 days	11/18/2004	12/07/2004									
2.13	Check Point Log	18 days	11/18/2004	12/07/2004									
2.14	Check Point Log	18 days	11/18/2004	12/07/2004									
2.15	Check Point Log	18 days	11/18/2004	12/07/2004									
2.16	Check Point Log	18 days	11/18/2004	12/07/2004									
2.17	Check Point Log	18 days	11/18/2004	12/07/2004									
2.18	Check Point Log	18 days	11/18/2004	12/07/2004									
2.19	Check Point Log	18 days	11/18/2004	12/07/2004									
2.20	Check Point Log	18 days	11/18/2004	12/07/2004									
2.21	Check Point Log	18 days	11/18/2004	12/07/2004									
2.22	Check Point Log	18 days	11/18/2004	12/07/2004									
2.23	Check Point Log	18 days	11/18/2004	12/07/2004									
2.24	Check Point Log	18 days	11/18/2004	12/07/2004									
2.25	Check Point Log	18 days	11/18/2004	12/07/2004									
2.26	Check Point Log	18 days	11/18/2004	12/07/2004									
2.27	Check Point Log	18 days	11/18/2004	12/07/2004									
2.28	Check Point Log	18 days	11/18/2004	12/07/2004									
2.29	Check Point Log	18 days	11/18/2004	12/07/2004									
2.30	Check Point Log	18 days	11/18/2004	12/07/2004									
2.31	Check Point Log	18 days	11/18/2004	12/07/2004									
2.32	Check Point Log	18 days	11/18/2004	12/07/2004									
2.33	Check Point Log	18 days	11/18/2004	12/07/2004									
2.34	Check Point Log	18 days	11/18/2004	12/07/2004									
2.35	Check Point Log	18 days	11/18/2004	12/07/2004									
2.36	Check Point Log	18 days	11/18/2004	12/07/2004									
2.37	Check Point Log	18 days	11/18/2004	12/07/2004									
2.38	Check Point Log	18 days	11/18/2004	12/07/2004									
2.39	Check Point Log	18 days	11/18/2004	12/07/2004									
2.40	Check Point Log	18 days	11/18/2004	12/07/2004									
2.41	Check Point Log	18 days	11/18/2004	12/07/2004									
2.42	Check Point Log	18 days	11/18/2004	12/07/2004									
2.43	Check Point Log	18 days	11/18/2004	12/07/2004									
2.44	Check Point Log	18 days	11/18/2004	12/07/2004									
2.45	Check Point Log	18 days	11/18/2004	12/07/2004									
2.46	Check Point Log	18 days	11/18/2004	12/07/2004									
2.47	Check Point Log	18 days	11/18/2004	12/07/2004									
2.48	Check Point Log	18 days	11/18/2004	12/07/2004									
2.49	Check Point Log	18 days	11/18/2004	12/07/2004									
2.50	Check Point Log	18 days	11/18/2004	12/07/2004									
2.51	Check Point Log	18 days	11/18/2004	12/07/2004									
2.52	Check Point Log	18 days	11/18/2004	12/07/2004									
2.53	Check Point Log	18 days	11/18/2004	12/07/2004									
2.54	Check Point Log	18 days	11/18/2004	12/07/2004									
2.55	Check Point Log	18 days	11/18/2004	12/07/2004									
2.56	Check Point Log	18 days	11/18/2004	12/07/2004									
2.57	Check Point Log	18 days	11/18/2004	12/07/2004									
2.58	Check Point Log	18 days	11/18/2004	12/07/2004									
2.59	Check Point Log	18 days	11/18/2004	12/07/2004									
2.60	Check Point Log	18 days	11/18/2004	12/07/2004									
2.61	Check Point Log	18 days	11/18/2004	12/07/2004									
2.62	Check Point Log	18 days	11/18/2004	12/07/2004									
2.63	Check Point Log	18 days	11/18/2004	12/07/2004									
2.64	Check Point Log	18 days	11/18/2004	12/07/2004									
2.65	Check Point Log	18 days	11/18/2004	12/07/2004									
2.66	Check Point Log	18 days	11/18/2004	12/07/2004									
2.67	Check Point Log	18 days	11/18/2004	12/07/2004									
2.68	Check Point Log	18 days	11/18/2004	12/07/2004									
2.69	Check Point Log	18 days	11/18/2004	12/07/2004									
2.70	Check Point Log	18 days	11/18/2004	12/07/2004									
2.71	Check Point Log	18 days	11/18/2004	12/07/2004									
2.72	Check Point Log	18 days	11/18/2004	12/07/2004									
2.73	Check Point Log	18 days	11/18/2004	12/07/2004									
2.74	Check Point Log	18 days	11/18/2004	12/07/2004									
2.75	Check Point Log	18 days	11/18/2004	12/07/2004									
2.76	Check Point Log	18 days	11/18/2004	12/07/2004									
2.77	Check Point Log	18 days	11/18/2004	12/07/2004									
2.78	Check Point Log	18 days	11/18/2004	12/07/2004									
2.79	Check Point Log	18 days	11/18/2004	12/07/2004									
2.80	Check Point Log	18 days	11/18/2004	12/07/2004									
2.81	Check Point Log	18 days	11/18/2004	12/07/2004									
2.82	Check Point Log	18 days	11/18/2004	12/07/2004									
2.83	Check Point Log	18 days	11/18/2004	12/07/2004									
2.84	Check Point Log	18 days	11/18/2004	12/07/2004									
2.85	Check Point Log	18 days	11/18/2004	12/07/2004									
2.86	Check Point Log	18 days	11/18/2004	12/07/2004									
2.87	Check Point Log	18 days	11/18/2004	12/07/2004									
2.88	Check Point Log	18 days	11/18/2004	12/07/2004									
2.89	Check Point Log	18 days	11/18/2004	12/07/2004									
2.90	Check Point Log	18 days	11/18/2004	12/07/2004									
2.91	Check Point Log	18 days	11/18/2004	12/07/2004									
2.92	Check Point Log	18 days	11/18/2004	12/07/2004									
2.93	Check Point Log	18 days	11/18/2004	12/07/2004									
2.94	Check Point Log	18 days	11/18/2004	12/07/2004									
2.95	Check Point Log	18 days	11/18/2004	12/07/2004									
2.96	Check Point Log	18 days	11/18/2004	12/07/2004									
2.97	Check Point Log	18 days	11/18/2004	12/07/2004									
2.98	Check Point Log	18 days	11/18/2004	12/07/2004									
2.99	Check Point Log	18 days	11/18/2004	12/07/20									