



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA

AUGUST 1, 2006

**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 Rick Brown, Mary Jane Griego, Dan Logue, Richard Webb

III **PUBLIC COMMUNICATIONS**: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

IV **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Approve minutes of the meetings July 11 and 18, 2006.

V **DISCUSSION ACTION ITEMS**

A. Approve revised Local Project Cooperation Agreement with State Reclamation Board for Bear River Setback Levee and authorize Chairman to execute same.

B. Approve third amendment to agreement in the amount of \$1,000,659 with HDR Engineering Inc. for Phase 4 Yuba River Design and Construction and authorize Chairman to execute same.

VI **BOARD AND STAFF MEMBERS' REPORTS**

VII **ADJOURN**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JULY 11, 2006

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:00 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 Paul Brunner, Chief Deputy Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

CONSENT AGENDA

Minutes: Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved the minutes of the regular and special meeting of June 13 and 27, 2006, as written. APPROVE MINUTES

DISCUSSION/ACTION ITEMS

A. Western Pacific Interceptor Canal (WPIC) Construction/Timeline: Executive Director Paul Brunner recapped the timeline of events related to construction on the WPIC as it related to the Hofman Ranch property. INFO ONLY

B. Haul Route Easement/Hofman Ranch Property: Executive Director Paul Brunner recapped the public benefit provided by a haul route easement on the Hofman Ranch property and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Brown and unanimously carried, the Board made a finding that anything which expedited the project was providing a public benefit and assumed financial responsibility for the haul route easement on the Hofman Ranch property. APPROVE FINANCIAL RESPON.

C. Record Reproduction Costs: Executive Director Paul Brunner recapped waiving costs of reproducing requested records to Hofman Ranch and offsetting the haul route easement costs by the costs of reproduction.

Ms. Hofman, Hofman Ranch, Marysville, advised she did not request a fee waiver and when all TRLIA records were demanded in 2005, they were to be provided at no cost

within 10 days or construction and access on her property would be stopped due to the harvesting and environmental issues. Ms. Hofman felt the issues may not be resolved without going to court and further questioned authority of recent burning done at her property.

Chairman Webb advised the burning was done by Reclamation District 784 as part of their annual maintenance.

Chief Deputy Counsel Angil Morris-Jones recapped conditions of entry to Ms. Hofman's property as indicated by County Counsel Dan Montgomery advising records were to be provided to Hofman Ranch.

Director Logue moved to supply TRLIA public records at no cost as requested by Ms. Hofman and upon review of County Counsel. Director Griego seconded the motion. MOTION

Ms. Hofman reiterated her previous comments and felt the project was not in control of the Board of Directors. Ms. Hofman advised she was agreeable to wait for the records until County Counsel reviewed materials.

Following Board discussion, Chairman Webb called for the questions and by unanimous vote the Board approved supplying public records at no cost as requested by Ms. Hofman upon review of County Counsel. WAIVE COSTS

In response to various inquiries made by Ms. Hofman, Mr. Brunner and Construction Manager Doug Handen responded to specific inquiries regarding the Plumas turnaround and drainage channel environmental controls.

Ms. Hofman advised continued access to Hofman property would be allowed for Nordic Industries, the Executive Director, Counsel, and Board members.

C. Phase 2 Slurry Wall WPIC Retention Funds: Construction Manager Doug Handen recapped the request for full payment of work performed by Envirocon and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board authorized the Executive Director to release retention funds for the Phase 2 contract. RELEASE FUNDS

E. Assessment Engineer: Special Counsel Scott Shapiro recapped purpose and studies to be performed, the obligation to assure proper operation and maintenance of TRLLA levee projects, and the need to raise additional funds to maintain the levees at an urban level of protection. Mr. Shapiro responded to Board inquiries.

Following Board discussion regarding boundary to be included within study, upon motion of Director Logue, seconded by Director Brown, and unanimously carried, the Board authorized the Executive Director to issue a contract solicitation to acquire an assessment engineer for preparation of necessary studies to support a Proposition 218 election and increased assessment.

APPROVE
SOLICIT

Director Griego left the meeting at 3:39 p.m.

RECESS

The Board recessed at 3:30 p.m. and reconvened at 3:42 p.m. with all Board and staff members present except Director Griego.

PUBLIC COMMUNICATIONS

No one came forward.

RECESS

The Board recessed at 3:43 p.m. and reconvened at 3:55 p.m. with Board and staff members present including Director Griego. Director Logue was not present.

BOARD AND STAFF MEMBERS' REPORTS

No reports were received.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:55 p.m. by Chairman Webb.

Chairman

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

Approved: _____

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA)

MINUTES – BOARD OF DIRECTORS

JULY 11, 2006

BUDGET HEARINGS FISCAL YEAR 2006/2007

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 3:40 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Dan Logue, and Richard Webb. Director Mary Jane Griego was absent. Also present were Executive Director Paul Brunner, Chief Deputy Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

FISCAL YEAR 2006/2007 BUDGET

Director Paul Brunner provided a revised Budget for Fiscal Year 2006/2007 and recapped the following revisions as reviewed and recommended by the TRLIA Financial Committee:

- Professional Services revised from \$1.85 million to \$738,000 which includes County Services provided to TRLIA in the amount of \$200,000 and Project Management Contracts totaling \$1,854,000
- Bond Proceeds Revenue revised from \$60 million to \$59.2 million due to \$800,000 issuance cost
- Fund Balance on June 30, 2007 increased to \$38,879,482

Director Griego joined the meeting at 3:44 p.m.

Director Logue left the meeting at 3:44 p.m. and returned at 3:47 p.m.

Mr. Brunner further recapped costs and revenues for the upcoming two years advising costs estimates for the Feather River levee were based on "strengthen in place" and do not include setback costs. Mr. Brunner responded to Board inquiries.

Chairman Webb opened the Budget Hearings for public comment and requested if anyone wished to address the Board. No one came forward.

Director Logue left the meeting at 3:50 p.m. and did not return.

Upon motion of Director Griego, seconded by Director Brown, and carried with Director Logue being absent, the Board approved Final Budget for Fiscal Year 2006/2007 in the total amount of \$109,200,000.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:55 p.m. by Chairman Webb.

_____ Chairman

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

_____ Approved: _____

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JULY 18, 2006 – SPECIAL MEETING

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 1:30 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 Paul Brunner, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

ACTION ITEMS

A. Second Advanced Funding Agreement: Assistant County Administrator Randy Margo recapped the first funding agreement approved for Phase 2 and 3 levee improvement projects and further recapped additional studies to determine associated costs for Phase 4 improvements along the Feather and Yuba Rivers. Mr. Margo highlighted financing and funding obligations which included developer provided flood insurance, policy issues, and recommended Board approval. Mr. Margo responded to Board inquiries.

Executive Director Paul Brunner, Three Rivers Levee Improvement Authority, commended all parties involved with development of the agreement and stated without approval of the Board of Supervisors, Reclamation District 784 and TRLIA, Phase 4 construction projects will not move forward and urged approval.

Following Board discussion, Chairman Webb opened the floor for public comment.

Mr. Seth Merewitz, Landowners Group Counsel, thanked various individuals involved, stated all issues had been resolved, and recommended approval.

Mr. Stan Keasling, Mercy Housing Affordable Housing Program Developer, expressed concern regarding implementation of the agreement and potential levee fees compromising affordability and other federal funding sources.

Consultant Tim Youmans responded to specific inquiries from Mr. Rex Archer, Linda, regarding assessment district boundary and the voting process.

B. Yuba River Levee Repair Project Initial Study Mitigated Negative Declaration: Program Manager Ric Reinhardt recapped noise mitigation measures and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Brown, and unanimously carried the Board adopted Resolution No. 06-10, which is entitled: RESOLUTION TO ADOPT THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (9S/MND) FOR THE YUBA RIVER LEVEE REPAIR PROJECT (PHASE 4)."

ADOPT
RESOLUTION
NO. 06-10

C. Phase 4 Yuba River Levee Repair Project/Construction Contract: Program Manager Ric Reinhardt recapped the bid process advising Nordic Industries was the sole bidder.

Mr. Rex Archer, Linda, felt Director Logue had a conflict of interest on this matter due to receiving a campaign donation from Nordic Industries.

Following Board discussion, upon motion of Director Brown, seconded by Director Griego, and carried with Director Logue abstaining, the Board awarded the contract to Nordic Industries in the amount of \$12,915,610.44 for construction of the Phase 4 Yuba River Levee Repair Project and authorized the Chairman to execute upon review and approval of Counsel.

AWARD
CONTRACT

BOARD AND STAFF MEMBERS REPORT

Reports were received on the following:

Program Manager Ric Reinhardt:

- Methodology of repair of Yuba River levee breakage in 1986 and recent installation of seepage berm from Highway 70 to UPRR to address under-seepage and Corp of Engineer certification review process

PUBLIC COMMUNICATIONS

Mr. Rex Archer, Linda, took exception to staff comments regarding certification and engineer recommendations regarding the Linda levee.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:10 p.m. by Chairman Webb.

Chairman

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

Approved: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GOVERNMENT CENTER – 915 8TH STREET, SUITE 115
MARYSVILLE, CA 95901-5273
(530) 749-7575 (530) 749-7312 Fax

August 1, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Scott Shapiro, Special Counsel
SUBJECT: REVISED Local Project Cooperation Agreement between TRLIA and
State Reclamation Board for Bear River Setback levee

Recommended Action

Consider for approval REVISED Local Project Cooperation Agreement between TRLIA and State Reclamation Board for Bear River Setback Levee (attached).

Background

On June 27, 2006 the Three Rivers Levee Improvement Authority Board approved a Local Project Cooperation Agreement. The agreement was between Three Rivers and the State of California. It provided that Three Rivers agrees to take responsibility for the operation and maintenance of the newly constructed levee.

The State Reclamation Board considered this agreement at its meeting on July 18. The Reclamation Board approved the agreement with one minor change to a whereas clause and asked that we agree to the change.

Discussion

The requested modification is the deletion of the phrase "under 33 U.S.C. section 408" in a whereas clause. This change was requested because some members of the Reclamation Board believe that there is no 408 process that should be followed, and were concerned that the agreement stated that the Reclamation Board requested approval under that process.

This change has no effect on Three Rivers. Making this change would simply constitute an accommodation to the Reclamation Board in light of the scheduling and substantive accommodations that they have made to us.

Fiscal Impact

No impact.

LOCAL PROJECT COOPERATION AGREEMENT

**BETWEEN THE STATE OF CALIFORNIA
THE RECLAMATION BOARD
AND
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
FOR THE
BEAR RIVER SETBACK LEVEE**

This Agreement is entered into by and between The Reclamation Board of the State of California, hereinafter referred to as the "Board," and the Three Rivers Levee Improvement Authority, hereinafter referred to as "Local Sponsor," on the _____ day of _____, in view of the following circumstances:

WHEREAS, the Local Sponsor has requested that the State of California and the United States Department of the Army, hereinafter referred to as "the Government," approve an alteration to the Sacramento River Flood Control Project replacing a portion of the existing Bear River levee and Feather River levee with a newly constructed setback levee (hereinafter referred to as the "Project" and as more specifically defined below); and

WHEREAS, the Board has granted permits for the construction of the new setback levee and for the degradation of portions of the existing levee under Permits 17782 and 17979, respectively; and

WHEREAS, in order for the Board to give satisfactory assurances to the Government that the required local cooperation will be furnished by the State in connection with the Project, the Board requires that the Local Sponsor satisfy certain criteria, which are addressed by the Agreement; and

WHEREAS, the Board has requested that the Government provide authorization for the Project and the Government has provided such authorization; and

WHEREAS, the Board and the Local Sponsor have the power and authority to do all things required of the nonfederal participants for the Project;

NOW, THEREFORE, IT IS HEREBY AGREED:

SECTION I: Definitions

"Project" shall mean the construction of the setback levee on the Bear River from approximately one mile north of the Bear and Feather Rivers confluence to a point approximately two miles along the Bear River, including degradation of the remaining unimproved Bear River levee along 5300 lineal feet of the right (north) bank of the Bear River levee and along 3700 lineal feet of the left (east) bank of the Feather River, with the use of some material from the existing levee being incorporated into the new levee.

"Completion of the Project" shall occur when, upon completion of Project works by the Local Sponsor, the Government formally accepts and designates Project facilities as a federal project.

SECTION II: Obligations of the Board and the Local Sponsor

- A. Upon Completion of the Project the Board will provide the assurances of nonfederal cooperation required by the Government for the Project.
- B. As more fully provided in Section III below, the Local Sponsor agrees to operate, maintain, repair, replace, and rehabilitate the facilities and related features constructed as part of the Project.
- C. If requested by the Board, the Local Sponsor will assign and record fee title or easements, as appropriate, for all parcels obtained for the Project in the name of the Sacramento and San Joaquin Drainage District. The Board shall ensure that the Local Sponsor is able to maintain the Project, including any environmental mitigation, restoration, and enhancement by, as needed, either granting an easement for operation and maintenance to the Local Sponsor or its designees, or entering into a joint-use agreement with the Local Sponsor or its designees.

SECTION III: Obligations to Operate, Maintain, Repair, Replace and Rehabilitate

- A. Upon Completion of the Project or any functional portion thereof as determined by the Government, the Board shall turn the completed Project over to the Local Sponsor for operation and maintenance as required by Water Code Section 12642. The turnover will be accompanied by a copy of the Government's Interim Manual for the Operation, Maintenance, Repair, Replacement and Rehabilitation of the Project.
- B. If the Local Sponsor has failed or refused to perform the obligations set forth in this Section and that failure or refusal constitutes, in the opinion of the Government or the Board, a threat to the continued ability of that unit of the Project to meet design specifications or the requirements of the Manual, then the Board or Government may perform the necessary work either with their own forces or by contract. The Local Sponsor will reimburse the Board or the Government for the reasonable costs of performing that work.
- C. Nothing in this Agreement shall prohibit the Local Sponsor from contracting with another public agency to perform the actual operation, maintenance, repair, replacement and rehabilitation required under this section, nor from assigning this agreement to another public agency if approved by the Board.

SECTION IV: Indemnification

Nothing in this Agreement shall abrogate or alter in any way the indemnifications previously provided by the Local Sponsor, the County of Yuba, and Reclamation District 784 in regard to the Project, all as contained in the *Implementation Agreement in Regard to State Reclamation Board Permit No. 17782 and County of Yuba Ordinances No. 1340 & 1343* and the *Second Implementation Agreement in Regard to State Reclamation Board Permit No. 17782*.

SECTION V: Disputes

Before either party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. Any costs of dispute resolution shall be shared evenly by the parties. The existence of a dispute shall not excuse the parties from performance pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE RECLAMATION BOARD OF THE
STATE OF CALIFORNIA**

**APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:**

By _____
Ben Carter, President

By _____
Scott R. Morgan, Counsel

Date _____

Date _____

**THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY**

**APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:**

By _____
Richard Webb, President

By _____
Scott Shapiro, Special Counsel

Date _____

Date _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GOVERNMENT CENTER – 915 8TH STREET, SUITE 115
MARYSVILLE, CA 95901-5273
(530) 749-7575 (530) 749-7312 Fax

August 1, 2006

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Doug Handen, Construction Manager
SUBJECT: Contractual Agreement with HDR for TRLIA Phase 4 – Amendment 3,
Phase 4 Construction Management (Yuba River Levee from SPRR to
Simpson Lane)

Recommended Action

Approve a contract amendment to the contract with HDR for the TRLIA Phase 4 - Yuba River Design and Construction Documents. This third amendment to HDR's contract is to provide construction management services for the recently awarded Yuba Ph 4 Levee Repair Contract. The specific contract amendment terms are detailed in the attached document (i.e., the amendment document). Amount of the amendment is \$1,000,659.

Discussion

With construction of the Phase 4 Yuba Levee Repair about to commence, there is a need to provide construction management services for this contract. HDR has the capabilities to provide these services and is currently doing so for the Phase 2 work effort along the Yuba, WPIC and Bear levees. HDR provided the design for the Phase 4 Yuba levee repair and prepared the plans and specifications for this contract. The scope of work for this effort is appropriate and the fee proposed is in line with similar efforts on other contracts underway. The additional cost associated with the construction management efforts is \$1,000,659.

Fiscal Impact

The contract amendment would increase the existing contract by \$1,000,659 for services on a time-and-expenses basis, to a maximum amount not exceeding \$3,877,301 without prior authorization by TRLIA. The current TRLIA "Cash Flow" budget includes a value consistent with this amount.

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

THIS THIRD AMENDATORY AGREEMENT is made and entered into this 1st day of August 2006, by and between the Three Rivers Levee Improvement Authority, ("TRLIA"), a California Joint Powers Authority, and

**HDR Engineering, Inc.
"CONSULTANT"**

WHEREAS, TRILIA and CONSULTANT entered into an agreement on December 13, 2005 to provide professional services for Engineering Design and Environmental Studies for Phase 4 Levee Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006), and FEMA Certification of Contract Work ("Agreement");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased the maximum not to exceed contract fee from \$2,580,038 by \$118,955 to \$2,698,993;

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased the maximum no to exceed contract fee from \$2,698,993 to \$2,876,642; and

WHEREAS, TRILIA and CONSULTANT desire to amend Agreement;

NOW, THEREFORE, TRILIA and CONSULTANT agree as follows:

1. Exhibit A of AGREEMENT shall be amended to perform those additional services as described in Exhibit A to this THIRD AMENDMENT.
2. Attachment B, Provision B.1 of the Agreement shall be revised to increase the maximum not to exceed contract fee by \$1,000,659 from \$2,876,642 to \$3,877,301

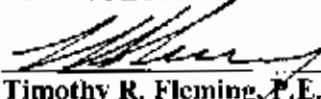
All other terms and conditions contained in AGREEMENT shall remain in full force and effect.

This Amended agreement is hereby executed on this 1st day of August, 2006.

"TRILIA"

Vice-Chairman

"CONSULTANT"


Timothy R. Fleming, P.E.
Vice President

APPROVED AS TO FORM:

DANIEL G. MONTGOMERY
TRILIA CONSEL

**Scope of Work
(Amendment No. 3)**

**Phase 4 Construction Management
Yuba River Levee – SPRR to Simpson Lane**

June 30, 2006

**Three Rivers Levee Improvement Authority
Marysville, California**



HDR

2365 Iron Point Road, Suite 300
Folsom, CA. 95630

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PROJECT BACKGROUND AND OVERVIEW

PROJECT OVERVIEW

Engineering design and environmental services have been completed to the 95% submittal stage for a portion of the south Yuba River levee, which protects a portion of Reclamation District No. 784 (RD No. 784). Due to time requirements associated with the need for construction this year, the 95% submittal is currently out to bid. This work has been identified as Phase 4 of the levee repair program for the Three Rivers Levee Improvement Authority (TRLIA). This work follows the levee repair work HDR (CONSULTANT) is completing for levee repairs to the Bear River, Western Pacific Interceptor Canal (WPIC) and Yuba River levees (the Phase 2 work).

As outlined in this scope of work, TRLIA has requested construction management services for Phase 4. This work has been identified in the overall scope of work as Part D. Parts A through C have been described in previous amendments and are currently part of HDR's contract with TRLIA. For brevity, this scope of work does not restate portions of the work already under contract; this proposal only describes the construction management effort for Phase 4 (part D).

Services to be provided include:

Part D - Phase 4 Construction Management – Upper Yuba River from SPRR to Simpson Lane

9. Construction Management (Phase 4 Yuba River Levee Repairs from SPRR to Simpson Lane)

Part D - Construction Management for Phase 4 Levee Repairs

Task 9. - Phase 4 Construction Management (SPRR to Simpson Lane)

CONSULTANT will provide Construction Management services during the construction phase of the Phase 4 Yuba River levee improvements from SPRR to Simpson Lane. The construction management team will administer the construction contract established between TRLIA and the Contractor and will provide Quality Assurance services.

Assumptions:

- ▶ It is assumed that the 2006 construction period will be July 25 through November 1.
- ▶ It is assumed that all levee improvements will be completed under one construction contract.

9.1. Communications and Correspondence

CONSULTANT will be the communication hub for the project. All communication and correspondence from and to the Contractor, TRLIA and CONSULTANT's subconsultants will go through CONSULTANT's construction management team. This duty involves processing and controlling large volumes of paperwork.

Deliverables:

- ▶ Correspondence, RFI and Submittal Logs.

Assumptions:

- ▶ One full time document controller will be needed for the duration of the project. CONSULTANT will use Project Tracker, CONSULTANT's in-house developed document tracking software program, to log and track project paperwork.

9.2. Contract Administration

CONSULTANT will provide a Construction Manager and Resident Engineer for the construction period. The Resident Engineer will be on site full time for the duration of the construction period. The Construction Manager and Resident Engineer will be responsible for contract administration, which includes the following:

- ▶ Serving as the coordinator and facilitator between the primary parties involved in the contract,
- ▶ Processing submittals,
- ▶ Reviewing the construction schedule and monitoring progress,

- ▶ Processing progress payments,
- ▶ Using proper procedures to help avoid and resolve disputes,
- ▶ Helping to resolve potential claims,
- ▶ Negotiating and processing contract changes.

Deliverables:

- ▶ Daily Reports
- ▶ Monthly Status Reports.

Assumptions:

- ▶ One full time resident engineer will be needed for day to day contract management for duration of the construction period. One part time construction manager will be needed for claims mitigation and change order negotiations for the duration of the construction period.
- ▶ Phase 4 construction work for the Yuba River levee consists of a slurry wall from SPRR through Simpson Lane, repair of Simpson Lane in the area of the slurry wall, and levee raises where necessary. Work may also include a small land side seepage berm adjacent to the SPRR, pending geotechnical consultant analysis. Work is to be completed by November 1, 2006.
- ▶ TRUJA (via Contractor) will provide trailer, computers, office furniture, fax machine, copier, trailer, maintenance, restrooms in trailer, janitorial service, and supplies and utilities.

9.3. Quality Assurance Inspection and Testing

CONSULTANT will inspect and test to verify that the project is constructed in accordance with the requirements of the Contract. CONSULTANT will strive for the highest quality attainable within Project limitations. CONSULTANT will check materials brought on site for compliance with the Contract and approved submittals. CONSULTANT will check construction for proper location, dimension, elevation, and proper construction techniques. CONSULTANT'S geotechnical subconsultant will provide quality assurance testing of construction activities related to slurry wall construction and levee earthwork.

Deliverables:

- ▶ Daily reports.
- ▶ Test results.
- ▶ Photodocumentation.

Assumptions:

- ▶ Two full time inspectors and one part time inspector will be needed for the duration of the 2006 construction period.

9.4. Final Completion/Project Closeout

CONSULTANT will obtain warranties, guaranties, and record drawings; develop a punch list; verify lien releases; and process the last progress payment and final payment.

Deliverables:

Final Payment Forms Processed.

9.5. Other Geotechnical Quality Assurance Testing and Inspection

CONSULTANT will provide construction quality assurance for the 2006 season from August 1 to November 1. This task includes on-site observation and testing, laboratory testing, engineering oversight, and final QA report for the following:

- ▶ Slurry cutoff wall,
- ▶ Transition seepage berm.

Our budget assumes one technician can perform observation and testing. The following services will be provided:

- ▶ 65 technician days at 12 hours per day. (Note that hourly rate in fee proposal is based on average of 40 regular and 20 overtime hours per week.)
- ▶ Project Engineer at 1 hour per day
- ▶ Senior engineer at 2 hours per week
- ▶ Principal engineer at 2 hours per month

- ▶ Laboratory testing:
 - ▶ 42 ASTM 1557 Compaction curves
 - ▶ 42 Plasticity Index
 - ▶ 42 Sieve analysis
 - ▶ 42 Moisture content
 - ▶ 28 Unconfined compression
 - ▶ 28 Permeabilities

Deliverables:

- ▶ Daily reports.
- ▶ Test results.
- ▶ Final Summary Letter Report.

9.6. Environmental Monitoring During Construction

CONSULTANT will provide environmental monitoring during construction of the Yuba River Levee Repair Project (Phase 4), from SPRR to Simpson Lane, for TRLIA. The primary responsibility will be monitoring the implementation of the construction project and associated conservation and mitigation measures to ensure compliance with the conditions in the state and federal permits, as well as other tasks as described below. This scope of work is based on known and assumed conditions of the various permits and authorizations applicable to the project, including the mitigation monitoring plan required under the California Environmental Quality Act (CEQA) document. The following key assumptions govern this scope and associated fee.

- ▶ The construction season will extend from NTP of July 25 through October 31, 2006, totaling 88 working days with 6-day work weeks.
- ▶ Environmental monitoring requires a full-time, dedicated, on-site monitor during construction, as conditioned by the Biological Opinion from USFWS.
- ▶ Jones & Stokes monitor(s) will possess the requisite skills and certifications in accordance with the permit and authorization conditions.
- ▶ TRLIA/Contractor will provide desk space for the monitor at an on-site facility.
- ▶ No cultural resource monitoring is required.

- ▶ **CONSULTANT assumes a protocol that all communication is to be through the construction manager.**

9.6.1. On Site Construction Support Service

CONSULTANT will provide a monitor that will be onsite throughout the construction phase of the project. The monitor will be onsite whenever work is occurring on the project. Services to be provided under this task include the following subtasks.

9.6.1.1. Environmental Awareness Training

CONSULTANT will provide an environmental training program for all construction personnel prior to the start of construction activities and as new crews are introduced to the project. The monitor will implement and report the results of this program. The program will educate workers about special-status species and waters of the U.S. present on and adjacent to the site and also about the regulations and penalties for unmitigated impacts on these sensitive resources.

Construction personnel will be required to attend environmental awareness training before working on any construction related activities. The training will include preparing and providing training materials (e.g., printed pamphlets). The monitor will be available to provide training to construction crews working in sensitive resource areas, on an as-needed basis (such as tailgate sessions).

9.6.1.2. Identify and Stake the Location of Sensitive Resources

CONSULTANT will identify and monitor the location of elderberry shrubs, wetlands, riparian habitat, SRA cover, and other sensitive resources to be preserved. Protective fencing will be installed around all sensitive resources. Erosion-control fencing will also be placed at the edges of construction where the construction activities are upslope of wetlands and stream channels to prevent washing of sediments offsite. The contractor will be responsible for installing and maintaining protective/erosion-control fencing. The boundaries of environmentally sensitive areas will be determined, and erosion-control fencing will be installed, before any construction activities begin and will be maintained throughout the construction period.

The monitor will ensure the avoidance of all sensitive habitat areas, including adjacent wetlands. The protective/erosion-control fencing will be surveyed by the monitor each day of the construction period. The monitor will notify the contractor if repairs are required.

9.6.1.3. Implement Elderberry Shrub Protection

The monitor will identify and monitor the location of elderberry shrubs prior to construction. The monitor will also identify the buffer zone around each elderberry shrub (i.e., 20-foot buffer, where feasible) using grade stakes. The construction contractor will be responsible installing orange construction barrier fencing around each elderberry shrub. The monitor will be responsible for monitoring the condition of the fencing and will notify the contractor if repairs are required.

9.6.1.4. Perform Daily Wildlife Surveys in the Construction Areas

A CONSULTANT monitor will be responsible for conducting daily wildlife surveys and monitoring construction in habitat for sensitive species. Daily surveys will include walking and/or driving the project alignment in which construction is occurring. Wildlife occurring within the construction zone will be relocated to an undisturbed area adjacent to the project. All work in the immediate area shall cease until the animals can be relocated.

9.6.1.5. Perform Terrestrial Clearance Surveys

CONSULTANT will also conduct preconstruction clearance surveys. Suitable habitat up to 200 feet will be surveyed for the presence of special-status species. If special-status species are located in the project area, the location will be recorded on field forms and a GPS location will be taken.

9.6.1.6. Perform Raptor Surveys

CONSULTANT will conduct surveys for nesting Swainson's hawks and other raptors along the project alignment. Surveys will be conducted three times each year of construction during the nesting period for Swainson's hawk and other raptors (i.e., March through August) when most birds would be exhibiting nesting behaviors. All suitable nest trees will be searched by walking the project alignment and using binoculars with a magnification greater than eight. The location of all nesting raptors located in the project area will be recorded on field forms and a GPS location will be taken. If Swainson's hawk (or other special-status birds) are identified along the project alignment and nesting is not confirmed, a return visit may be required to determine if the bird is nesting in the project area.

9.6.1.7. Perform Nesting-Bird Surveys

CONSULTANT will conduct nesting bird surveys for nesting birds (non-raptor species) along the project alignment. Surveys will be conducted throughout the nesting period (i.e., March 1 through August) when most birds would be exhibiting nesting behaviors. All suitable nesting habitats will be searched by walking the project alignment and using binoculars. The location of all nesting birds located in the project area will be recorded on field forms and a GPS location will be taken.

9.6.2. Attend Meetings and Coordinate with Project Team

CONSULTANT will attend meetings with HDR, the contractor, TRLIA, and other parties as necessary in support of the compliance activities. The monitor will also provide daily assistance with various other resource/regulatory tasks and attend required meetings with, or on behalf of, TRLIA as a liaison with the resource and regulatory agencies. This task includes weekly progress meetings and monthly management meetings.

9.6.3. Prepare Construction Monitoring Reports

CONSULTANT will prepare field forms to record monitoring activities, field inspections, project changes, and non-compliance events. The monitor will maintain daily logs, prepare weekly monitoring reports, and compile monthly monitoring reports that summarize the monitoring efforts, including any special-status species encountered, areas monitored, types of construction activities monitored, any non

compliance events, and corrective action taken, to be submitted to various resource agencies, as required by the environmental permits.

9.7. Post-Construction Check Surveys

CONSULTANT will provide various surveying services as part of the Construction Management task, as described in the following sections.

9.7.1. Check Surveys

CONSULTANT will provide surveying services after construction is completed to verify that the surface as constructed meets the design grade. This surveying will cover approximately 7100 linear feet of project length, including approximately 200 feet along the axis of Simpson Lane. Initial field operations will establish horizontal reference points and vertical control benchmarks on centerline stationing of the levee. Verification of the final grade will be accomplished by ground surveys to establish a 3-D surface, complete with cross-sections at 100-foot intervals. Final grade at Simpson Lane will be determined similarly, with cross-sections at 25-foot intervals.

The project control survey will recover or re-establish horizontal and vertical control monuments based upon NAD 83, 1986 epoch and 1929 sea level datum established by the U.S. Army Corps of Engineers Survey 03-25F dated October 1, 2003. All control surveys will be supported by field notes, record documents and electronic drawing files in ACAD 2004 or newer format.

9.7.2. Surveying Support

Throughout the course of the Phase 2 and Phase 4 projects, additional surveying has repeatedly been required for specifics of the project not included or anticipated in the original scope. Therefore, during the Phase 4 construction period, CONSULTANT will provide services by a surveying crew, on an as-needed basis. This anticipated effort is estimated to be equivalent to that of 2 survey crew members for three, eight-hour days, and one eight-hour day for an associate surveyor.

SCHEDULE FOR PERFORMANCE

Table 1. Schedule for completion

Task Description	Duration
Part D - Phase 4 Construction Management	
Task 9 - Construction Management (Phase 4 Yuba Levee Repairs from SPRR to Simpson Lane)	Per bid and construction sched



FEES AND PAYMENTS

Payment for all engineering services performed by CONSULTANT shall be on a time and materials basis as described by the terms of this Scope of Services. Payments made by TRRIA to CONSULTANT for engineering services shall be full compensation for all personnel, materials, supplies, and equipment used by CONSULTANT to complete the work.

CONSULTANT has prepared an amended cost breakdown shown below. The cost for Basic Services (Tasks 1 through 9) is increased by \$1,000,659 over the current contract amount. Our current price ceiling is \$2,876,642. With this amendment, the price ceiling would be increased by \$1,000,659 to \$3,877,301.

Table 2. Not to Exceed Total

Task Description	Contract Fee	Amendment 4 Fee	Total Contract Fee
Part A - Phase 4 Levee Repairs, Upper Yuba River			
Task 1 - Project Management	\$273,885		\$273,885
Task 2 - Yuba River Levee Pre-design	\$153,552		\$153,552
Task 3 - Environmental Compliance and Permits	\$308,799		\$308,799
Task 4 - Plans, Specifications & Estimates	\$361,632		\$361,632
Task 5 - Rights-of-Way, Easement Requirements, and Utility Coordination	\$56,051		\$56,051
Task 6 - Pre-Bid Assistance and Construction Support (Phase 4)	\$140,120		\$140,120
Part B - Continuation of Phase 2 Construction Management			
Task 7 - Construction Management (Phase 2 Bear, WPIC and Yuba River Levees Repairs in 2006)	\$1,435,474		\$1,257,825
Part C - FEMA Certification for Contract Work			
Task 8 - FEMA Certification for Contract Work	\$147,129		\$147,129
Part D - Phase 4 Construction Management			
Task 9 - Phase 4 Construction Management (SPRR to Simpson Lane)		\$1,000,659	\$1,000,659
Total - Basic Services (Tasks 1-9)		\$1,000,659	\$3,877,301

**HDR, INC.
RATE SCHEDULE**

Classification	Rate
E7	\$ 195.00
E6	\$ 185.00
E5	\$ 155.00
E4	\$ 122.00
E3	\$ 100.00
E2	\$ 90.00
E1	\$ 80.00
T4	\$ 105.00
T3	\$ 91.50
T2	\$ 60.00
T1	\$ 48.00
Financial	\$ 95.00
Web Technician	\$ 81.00
Administrative/Clerical	\$ 61.00

Please Note: Rates include current overhead rate plus profit. Rates subject to change on an annual basis beginning January 1.

EXPENSES

In-House Expenses -

Technology Fee (per labor hour)	\$ 4.10
Vehicle Mileage (per mile)	\$ 0.485
Color Copy (per copy)	\$ 1.65
Photocopies (per copy)	\$ 0.10

Plotting (cost depends on size of plot)

	<i>Black and White</i>	<i>Color</i>
Bond	\$0.80 to \$3.50	\$10.50 to \$20.25
Vellum	\$1.60 to \$9.65	\$12.50 to \$24.75
Mylar	\$2.50 to \$14.85	\$15.00 to \$29.25

Other Expenses

Hired Services - Subconsultants, typing services, etc.
Miscellaneous Supplies - Publications, printing, equipment rental, etc.

Please Note: Outside expenses are charged with a 10 percent markup.

