

**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**  
**Yuba County Government Center, Board Chambers**  
**915 Eighth Street, Suite 109A**  
**Marysville, California**

**JULY 17, 2007 – 2:00 P.M.**

**I CALL TO ORDER**

**II ROLL CALL** – Directors Rick Brown, Jerry Crippen, 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 regular meeting of June 19, 2007.

B. Approve newsletter and authorize release to South Yuba County residents.

**V ACTION ITEMS**

A. Approve amendment to agreement with Economic Planning Services in the amount of \$45,000 for technical support and authorize the Executive Director to execute same.

B. Approve Cooperation Agreement (in final form to be provided subsequently) through with the County would be agreeing to indemnify the State for improvements to Feather River Levee Segments 1 and 3 so that the Authority can proceed to repair those segments, subject to any conforming or clarifying changes by Counsel and authorize Chairman to execute same.

C. Award contract to Nordic Industries, Inc. in an amount not exceed \$200,000 to provide "long lead" items of work to the Feather River Levee Repair Project, Segments 1 and 3 and authorize Executive Director to execute upon submittal and review and approval of General Counsel.

D. Consider land owner funding proposal for improvement to Feather River Levee and take action as appropriate. (No background material)

**VI BOARD AND STAFF MEMBERS' REPORTS**

**VII CLOSED SESSION**

A. Conference with Real Property negotiator pursuant to Government Code §54956.8 - Property and Negotiating Parties: See List below for property and TRLIA/Bob Morrison/Tom Neely/Deryl Neal/Tanita Neal/Cathie Ormsby – Negotiation: Price and Terms of Payment

1. APN 014-240-022 - Terry

3. APN 014-290-033 - Dang

2. APN 014-250-028 & -027 – Naumes

4. APN 014-290-034 - Uppal

B. Personnel pursuant to Government Code §54957 – Executive Director Evaluation

**VIII ADJOURN**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JUNE 19, 2007

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, Jerry Crippen, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Paul Brunner, General Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

CONSENT AGENDA

Minutes: Upon motion of Director Logue, seconded by Director Brown, and unanimously carried, the Board approved the minutes of the regular meeting of June 5, 2007, as written. APPROVE MINUTES

ACTION ITEMS

Proposed Budget Fiscal Year 2007/2008: Executive Director Paul Brunner provided a Power Point presentation recapping funding revenue, expenditures, projects, and accomplishments to date. Mr. Brunner advised budget revisions would be required in the event of changes to Proposition 1E and 84 funds and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Crippen, and carried with Director Webb abstaining due to a conflict, the Board accepted the proposed budget for Fiscal Year 2007/2008, directed the Executive Director to make copies available for public inspection, and directed budget hearings be scheduled to begin on Tuesday, July 17, 2007 at 3:00 p.m. ACCEPT PROPOSED BUDGET

Director Webb left the meeting at 2:30 p.m.

Resolutions of Public Necessity/APN 013-010-013 (Mann)/APN 013-010-014 (Davitt): Right-of-way Manager Bob Morrison provided a Power Point presentation recapping the public necessity for requiring property, project and property locations, advising property owners were notified and present, and responded to Board inquiries.

Mr. Satinder Davit, Ella Avenue, advised peach crops are uninsurable within the floodplain and loss of property is a loss of livelihood with value comparisons from outside the County.

Following Board discussion, upon motion of Director Crippen, seconded by Director Griego, and carried with Director Webb being absent, the public hearing was closed, and the Board adopted Resolution No. 07-23, which is entitled: A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE THREE RIVERS LEVEE IMPROVEMENT PROJECT (CODE CIVIL PROCEDURE §1245.230), relating to APN 013-010-013; and

ADOPT  
RESOLUTION  
NO. 07-23  
AND  
RESOLUTION  
07-24

Adopted Resolution No. 07-24, which is entitled: A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE THREE RIVERS LEVEE IMPROVEMENT PROJECT (CODE CIVIL PROCEDURE §1245.230), relating to APN 013-010-014.

BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

General Counsel Scott Shapiro:

- Thanked the Board for vote of confidence in assignment as General Counsel and introduced Co-Counsel Andrea Clark
- Discussions with FEMA on June 20, 2007 regarding the remapping of Yuba County

Executive Director Paul Brunner:

- Encroachment permits approved for Segments 1 and 3 and inclusion of indemnification clause, project design, and bid process
- Correspondence to Assistant Secretary of Army from Yuba County Water Agency and future correspondence regarding 408 permit process

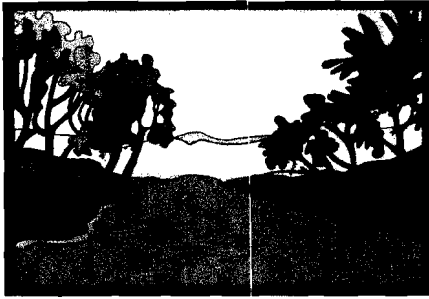
ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:20 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

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

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, Executive Director *PGB*  
Doug Handen, Construction Manager  
SUBJECT: Approve Newsletter

## **Recommended Action**

Recommend to approve the attached proposed newsletter to be sent to South Yuba County residents.

## **Discussion**

The attached newsletter is proposed to go to all South Yuba County residents. This newsletter serves to keep residents informed of current news regarding the status of construction of our levees.

## **Fiscal Impact**

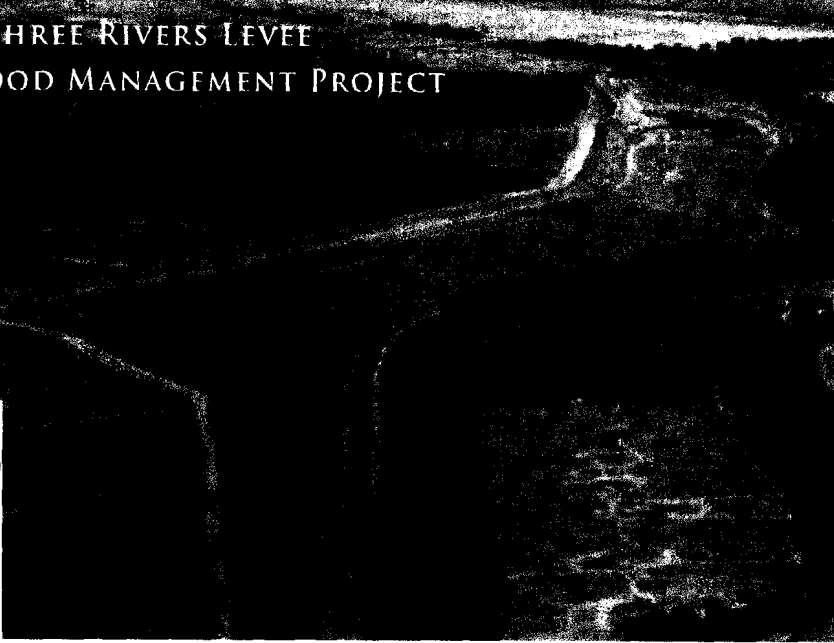
None. This expenditure is accounted for in our existing budget.

# THREE RIVERS REPORT

YOUR INFORMATION SOURCE ON THE THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY (TRLIA) FLOOD MANAGEMENT PROJECT



Construction of Bear River Levee



Aerial view of the Bear River Setback Levee.

## FUNDING OPPORTUNITIES PROVIDE ADDITIONAL FLOOD PROTECTION

Last fall, California voters approved two propositions, 1E and 84, which could provide more than \$4 billion throughout the state for flood control work. TRLIA has requested \$169 million to help pay for levee improvements and increased flood protection. The Authority is currently waiting for an announcement regarding funding for south Yuba County. If funded, the money will be used to improve 13 miles of levees along the Feather River from the Yuba River to the Bear River. Like the completed Bear River levee, the Feather River levee project will also include a setback levee. The setback will be six miles in length and could provide over 1,500 acres of habitat for restoration and mitigation.

### Feather River Setback Levee — Providing Historic Levels of Flood Protection

- Provides flood protection for Sutter County, Yuba City, Marysville and Linda by lowering the water levels in the Feather and Yuba Rivers
- Built to meet or exceed current flood control standards
- Allows for widening of the Feather River to allow water to flow better

- It will be built away from older river channels, which will decrease the opportunity for water to seep under the levee and on to surrounding properties
- Constructed with good soil — the current Feather River levee soil is too sandy to fully support a levee
- Elimination of areas along the current levee where the levees have eroded
- Creates up to 1,550 acres for nature habitats

The total improvement cost of the project is approximately \$201 million. This levee will protect 30,000 residents from Linda to Plumas Lake and will provide regional flood protection and environmental benefits. The project's estimated completion is the end of 2008 for the 13 miles of the Feather River levee work; once the setback levee is built, TRLIA will remove portions of the old Feather River levee that will be replaced by the setback levee.

When this fourth and final phase of work is completed, the area's levee system will be among the best in Northern California.

## ANNOUNCEMENT ARTICLE TO COME



### WHO WE ARE

The Three Rivers Levee Improvement Authority (TRLIA) is overseen by a five member board of directors. The directors include: Richard Webb (Chairman), Reclamation District 784; Dan Logue (Vice Chairman), Yuba County Supervisor; Mary Jane Griego, Yuba County Supervisor; Rick Brown, Reclamation District 784; and

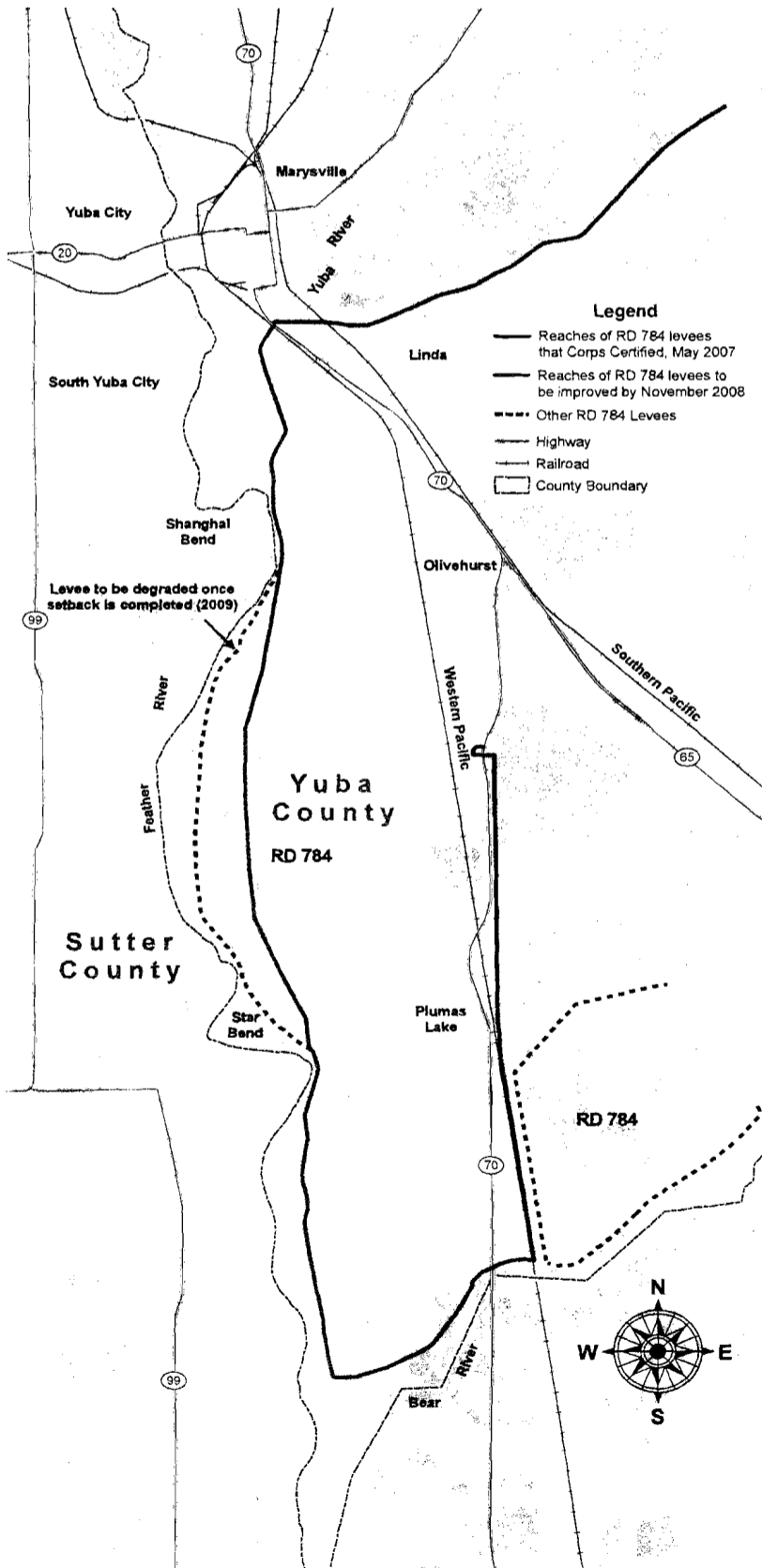
Jerry Crippen, member at large. Paul Brunner serves as TRLIA's executive director and Leslie Wells is TRLIA's administrative assistant.

To learn more about TRLIA, visit our Web site at [www.trlia.org](http://www.trlia.org) or call us at 530-749-7841. The home page also includes email links so you can contact TRLIA with any questions or concerns.



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## TRLIA CELEBRATES LEVEE CERTIFICATION

After months of work, south Yuba County's levees have received a federal "stamp of approval." The U.S. Army Corps of Engineers recently certified 11 miles of levees stretching along the Yuba and Bear Rivers and the Western Pacific Interceptor Canal.

The certification confirms that the levee system meets or exceeds the Federal Emergency Management Agency (FEMA) requirements for at least 100-year flood protection. The 100-year protection level ensures that the levees can withstand a flood that has a one in 100 chance of occurring in any given year. This reduces the chance of flood damage to surrounding areas in the event of a large storm. TRLIA levees have been designed to a 200-year level of flood protection; this means there is a one in 200 risk of flood in any given year. TRLIA levees offer double the protection of FEMA's certification requirements.

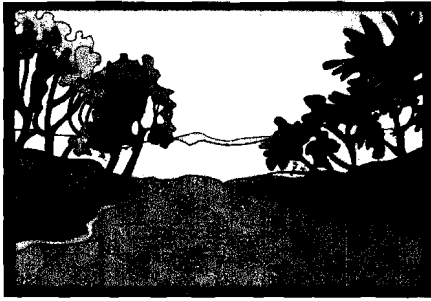
"This is very exciting. Certification confirms that we're doing the right thing to protect lives and likelihood," said Paul Brunner, TRLIA executive director.



Conceptual illustration of the Bear River Levee Setback Area.

## INCREASED PROTECTION FOR SOUTH YUBA COUNTY RESIDENTS

Three Rivers Levee Improvement Authority (TRLIA) completed the construction of a new Bear River levee, the third of a four-phase project that will deliver flood protection for south Yuba County. The Bear River levee is unique because a new, two mile long levee was built behind the original levee. The new levee, called a setback levee, provides more than 600 acres of land that can be used to provide additional river space during the rainy season.



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

July 17, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *PJB*  
SUBJECT: EPS Phase IV Funding Administration Contract Amendment No. 1

## **Recommended Action**

Approve the attached Amendment No. 1 with Economic & Planning Systems, Inc., (EPS) to continue to provide technical support for the administration of the "Second Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements" (Phase IV Funding Agreement) through the end of FY 07-08 and authorize the TRLIA Executive Director to sign once Counsel has reviewed. The proposed contract amendment is \$45,000 for a new contract amount of \$115,000.

## **Discussion**

The Board previously authorized execution of the contract in November of 2006 with EPS to provide these services. That contract provided service through June 30, 2007 and had a contract amount of \$70,000. It is anticipated that only \$45,000 of the existing contract will be expended in FY 2006-07, which leaves \$25,000 still under contract. It is projected that \$70,000 will be needed FY 2007-08, which means the current contract needs to be increased by \$45,000 for a new contract value of \$115,000.

Generally, the services associated with activities included in the scope of work outlined in Exhibit A of the contract include the following activities:

- Participate in and organize conference calls;
- Prepare materials for presentation to the County, TRLIA, and the landowners;
- Assist with reviewing documents;
- Prepare and review spreadsheet analyses;
- Prepare tax roll amounts for the levy of CFD taxes;
- Subcontract market assessment services for issuing CFD Bonds;
- Prepare studies and reports as required; and
- Provide ad hoc technical support as requested.



**Fiscal Impact**

This contract amount has been included in the proposed FY 07/08 budget. Expenses under this contract will be incurred on time and material basis.



Economic & Planning Systems

Public Finance
Real Estate Economics
Regional Economics
Land Use Policy

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

EPS # 16497

THIS FIRST AMENDATORY AGREEMENT is made and entered into this \_\_\_ day of \_\_\_, 2007, by and between the Three Rivers Levee Improvement Authority, a California Joint Powers Authority (CLIENT), and Economic & Planning Systems, Inc. (CONSULTANT).

WHEREAS, CLIENT and CONSULTANT entered into an agreement on November 21, 2006 to provide professional consulting services (Agreement);

WHEREAS, CLIENT and CONSULTANT desire to extend the term of the Agreement;

NOW, THEREFORE, CLIENT and CONSULTANT agree to as follows;

1. ITEM 3 OF EXHIBIT A OF AGREEMENT, PROPOSED SCHEDULE. The term of the Agreement shall be extended from June 30, 2007, the remainder of Fiscal Year 2006-07, to June 30, 2008, the remainder of Fiscal Year 2006-07 and Fiscal Year 2007-08. Item 3 of Exhibit A shall be amended to read as follows:

"The performance period of this contract is from the date of execution of this contract through June 30, 2008 (the remainder of Fiscal Year 2006-07 and Fiscal Year 2007-08)."

2. ITEM 4 OF EXHIBIT A OF AGREEMENT, PROPOSED BUDGET AND PAYMENT. The authorized budget of this agreement shall be revised to increase the maximum not to exceed amount by \$45,000 from \$70,000 to \$115,000. Item 4 of Exhibit A shall be amended as outlined in Attachment 1 to this Amendatory Agreement.

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 \_\_\_, 2007

Accepted:

Three Rivers Levee Improvement Authority

Economic & Planning Systems
A California Corporation

Approved as to form

Handwritten signature of Seth Wurzel

TRLIA COUNSEL

Handwritten signature of Tim Youmans
Tim Youmans, Managing Principal

Handwritten signature of Seth Wurzel

Seth Wurzel, Vice President

SACRAMENTO

2150 River Plaza Drive, Suite 400
Sacramento, CA 95833
www.epsys.com

phone: 916-649-8010
fax: 916-649-2070

BERKELEY

phone: 510-841-9190
fax: 510-841-9208

DENVER

phone: 303-623-3557
fax: 303-623-9049

ATTACHMENT 1  
TO  
FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES, EPS# 16497

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**Item 4 to Exhibit A** of the Agreement shall be revised to read as follows.

#### **4. PROPOSED BUDGET AND PAYMENT**

The work defined in the scope of this proposal will be performed on a time-and-materials basis up to a specific maximum amount for the remainder of Fiscal Year 2006-07 and the entirety of Fiscal Year 2007-08 until June 30, 2008.

The budget to provide the listed scope of work for the contract period is **\$115,000**. This is EPS's estimate, based upon previously completed work, of the amount of budget that may be required to perform the above-listed scope of work. With this type of work, a moderate level of uncertainty is inherent, and this uncertainty is reflected in this budget. Consequently, the estimated budget may be in excess of or under the funds required to perform the requested work. EPS charges for its services on a direct cost (hourly billing rates and direct expenses) not-to-exceed basis; therefore, EPS will bill only for the work completed up to the authorized budget amount. EPS's Billing Rates are periodically updated. If additional work is required and/or requested, EPS will request authorization for additional budget with the understanding that terms would be negotiated in good faith. It is expected that this budget may be increased on an as-needed basis through a contract amendment process.

The following table is a breakdown of the budget for each component of the proposed scope of work and an allocation of the budget into the various funding sources available to TRLIA. The allocation of the various task budgets has been provided to assist TRLIA in accounting for these consultant costs.

**Proposed Budget and Allocation to Funding Mechanisms**

	Estimated Amount (Remainder FY 06–07)	Estimated Amount (FY 07–08)	Total Budgeted Contract Amount	Allocation to Funding Mechanisms		
				Agreement Payments	CFDs	Impact Fee Program
<b>Task 1:</b> Capital Call Administration & Participant Administration	\$22,100	\$24,500	\$46,600	100%		
<b>Task 2:</b> Building Permit Administration & Impact Fee Program	\$8,900	\$17,500	\$26,400	60%		40%
<b>Task 3:</b> Impact Fee Bond & CFD/Builder Bond Administration	\$7,500	\$10,500	\$18,000	20%	80%	
<b>Task 4:</b> Miscellaneous/ Levee Improvement Project Cash Flow/Insurance Requirement Administration	\$6,500	\$17,500	\$24,000	100%		
<b>Total Budget for Remainder of FY 2006–07</b>	<b>\$45,000</b>	<b>\$70,000</b>	<b>\$115,000</b>			

EPS will send request for payment to TRLIA on a monthly basis after the completion of services. EPS will request payment for services by the Tasks indicated above.

Request for payment will be sent to the following address:

Three Rivers Levee Improvement Authority  
 915 8<sup>th</sup> Street, Suite 125  
 Marysville, CA 95901  
 Attn: Accounts Payable (3006-3052)



**Economic &  
Planning Systems**

*Public Finance  
Real Estate Economics  
Regional Economics  
Land Use Policy*

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**  
EPS # 16497

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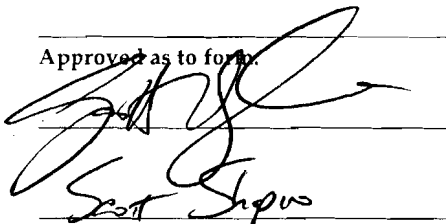
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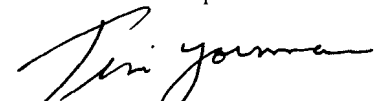
**Accepted:**


Three Rivers Levee Improvement Authority

Economic & Planning Systems  
A California Corporation

\_\_\_\_\_  
Approved as to form.

  
\_\_\_\_\_  
Seth Wurzel  
TRLIA COUNSEL

  
\_\_\_\_\_  
Tim Youmans, Managing Principal

  
\_\_\_\_\_  
Seth Wurzel, Vice President

**SACRAMENTO**

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phone: 510-841-9190  
fax: 510-841-9208

**DENVER**

phone: 303-623-3557  
fax: 303 623-9049

ATTACHMENT 1  
TO  
FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES, EPS# 16497

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**Item 4** to **Exhibit A** of the Agreement shall be revised to read as follows.

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Request for payment will be sent to the following address:

Three Rivers Levee Improvement Authority  
 915 8<sup>th</sup> Street, Suite 125  
 Marysville, CA 95901  
 Attn: Accounts Payable (3006-3052)



## THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

June 13, 2007

**TO:** Three Rivers Levee Improvement Authority  
**FROM:** Paul Brunner, Executive Director *P.B.*  
Scott Shapiro, General Counsel

**SUBJECT:** State Reclamation Board Requirement of Indemnification

**Requested Action:** Approve Cooperation Agreement through which Three Rivers, County of Yuba, and RD784 would be agreeing to indemnify the State for improvements to Feather River Levee Segments 1 and 3 so that Three Rivers can proceed to repair those segments. County of Yuba and RD784 will be taking a similar action at their respective Board meetings.

**Background:** Three Rivers has been constructing levee improvements for substantially all of the RD 784 levees. As part of the previous work on Phases 2 and 3 (Western Pacific Interceptor Canal Levee and Yuba and Bear River Levees) the State Reclamation Board required that the County (and Three Rivers and RD 784) agree to indemnify the State for all of the work being done. The explicit purpose of the requirement was a symbolic effort to get land use authorities to "sign on" to the liability that could exist as a result of approving flood plain development. The County, RD784, and Three Rivers ultimately agreed to the requirement because they all wanted to see the construction proceed, and because of a promise made by two Reclamation Board Members that all future JPA members in other projects would similarly be required to provide such an indemnification.

Three months ago SAFCA was issued a permit which did not seek indemnification from the member agencies. In addition, Three Rivers has received a number of permits since that time without that requirement.

The draft permit for segments 1 and 3 was originally sent to Three Rivers without this indemnification requirement, but a revised draft included the requirement. The revised draft permit also included a provision that would have required the County to reimburse the State if the State performed any maintenance on these levees. TRLIA General



Counsel worked with Reclamation Board Staff but was not able to resolve either of these issues. At the 15 June 2007 State Reclamation Board meeting, after presentations by Randy Margo and TRLIA General Counsel, the Board agreed to remove the provision regarding maintenance but declined to remove the indemnification requirement. The Board argued quite strongly and clearly that indemnification was quite appropriate to make a link between land use and flood protection. The Board also again expressed an interest in applying this rule to all future applicants, including SAFCA.

**Discussion:** Absent a change of heart by the Reclamation Board, Three River's permit is not effective until Three Rivers, County and RD 784 sign the agreement. Without a valid permit Three Rivers would not award a bid for repairs to segments 1 and/or 3 and could not proceed to construction. Three Rivers hopes to make such an award in July 2007.

As with the previous indemnification, this requirement applies to damages that may result out of segments 1 and 3. The most likely scenario generating liability (although frankly not a terribly likely scenario at that) would be failure of one of these levees. Under that scenario, any liability held by the State could be transferred to the County RD784, and Three Rivers.

COOPERATION AGREEMENT  
BETWEEN  
THE STATE RECLAMATION BOARD  
AND  
THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY,  
COUNTY OF YUBA, AND  
RECLAMATION DISTRICT NO. 784  
FOR MODIFICATION OF THE FEDERAL PROJECT LEVEES  
ON THE FEATHER RIVER AND YUBA RIVER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the California Reclamation Board (hereinafter "Board"), the Three Rivers Levee Improvement Authority (hereinafter "Three Rivers"), the County of Yuba (hereinafter "County") and Reclamation District No. 784 (hereinafter "District").

WHEREAS, the County and District are member agencies of Three Rivers (hereinafter collectively "Local Sponsors"); and

WHEREAS, Three Rivers has requested that the Board approve a project to modify a portion of the Sacramento River Flood Control Project

WHEREAS, Three Rivers has requested that the Board request permission of the United States Department of the Army (hereinafter Government) for permission to alter a portion of the Sacramento River Flood Control Project; and

WHEREAS, in order for the Board to give assurances of indemnification for and operation and maintenance of the project required by and satisfactory to the Government, the Board requires that the Local Sponsors satisfy certain criteria which are addressed by this Agreement; and

WHEREAS, the Board and the Local Sponsors have the power and authority to do all things required of each of them, as specified below.

NOW, THEREFORE, IT IS HEREBY AGREED:

**SECTION I: Definitions**

**"Project"** shall mean modifications to Segment 1 of the Feather River left bank levee (PLM 13.3 to PLM 17.1 Feather River; GEI Sta 44+90 to Sta 249+00) and Segment 3 of the Feather River left bank levee (PLM 23.6 to PLM 26.07 Feather River and PLM 0.0 to PLM 0.3 Yuba River; GEI Sta 570+00 to Sta 724+00), including installation of slurry cut-off walls, waterside toe cutoff walls, low permeability waterside blankets, relief wells, and stability berms as described in Board Permit 18170.

**"Completion of the Project"** shall occur when, upon completion of the 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 Sponsors**

- A. The Board shall request approval from the Corps of Engineers for modification of a federal flood control project to all work of the Project to proceed.
- B. Upon Completion of the Project the Board shall provide the assurance of nonfederal cooperation required by the Government for the Project.
- C. As more fully provided in Section III below, the District shall operate, maintain, repair, replace, and rehabilitate the facilities and related features constructed as part of the Project.
- D. As more fully provided in Section IV below, the Local Sponsors shall hold and save the State and the United States free from damages.
- E. If requested by the Board, the Local Sponsors shall 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 Sponsors or its designees, or entering into a joint-use agreement with the Local Sponsors or their 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 District for operation and maintenance. The turnover shall 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 District 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 requirement of the Manual, then the Board or Government may perform the necessary work either with their own forces or by contract.
- C. Nothing in this Agreement shall prohibit the Local Sponsors 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**

The Local Sponsors shall each hold, defend, indemnify and save the State and the Board, their officers, agents, and employees, and successors or assigns, to the extent allowed by State law, free and harmless from any and all claims or damages arising out of the Project, including any responsibility for claims or damages arising out of work performed by the Government. The Local Sponsor

agrees that it will levy and collect assessments or user charges as may be necessary and permissible under State law to satisfy its obligations to the State and the Board as required by this 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 \_\_\_\_\_  
Benjamin 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 \_\_\_\_\_

COUNTY OF YUBA

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

RECLAMATION DISTRICT 784

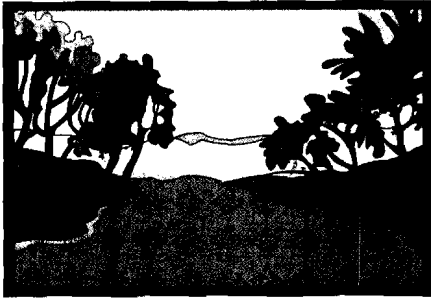
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

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

## Recommended Action

Award contract to Nordic Industries, Inc. in an amount not exceed \$200,000 to provide “long lead” items of work related to the Feather River Levee Repair Project, Segments 1 and 3 and authorize the Executive Director to execute upon submittal and review and approval of General Counsel.

## Discussion

TRLIA accepted bids for the Feather River Levee Repair Project, Segments 1 and 3, on 6/21/07. Two complete bids were received and Nordic Industries provided the lowest bid. The total bid for segments 1, 3, and the Site 7 Extension work is \$14,284,308. The project was bid so that portions of the project could be awarded separately. Nordic’s bid for the separate work items was: Feather Segment 3 - \$6,183,057; Feather Segment 1 - \$6,123,581; and Site 7 Extension (within Segment 1) - \$1,977,670. The bidding process incorporated a value-engineering opportunity for contractors to propose improvements to the project. None of the contractors submitted value-engineering proposals.

The Engineer’s estimate for the total project is \$15,769,400.

While TRLIA hopes to construct all or portions of this project in 2007, a combination of adequate funding (Prop 1E and Capital Calls), and permitting issues may delay this work.

In order to allow for the potential to construct this project this year, we believe it is necessary to proceed with two “critical path” items of work. These items are as follows:

- *Development of a mix design for the Soil-Cement-Bentonite Cutoff Wall at a cost not to exceed \$ 50,000. The contractor estimates that this work will take approximately 3 weeks to perform.*

- *Purchase of pipe materials related to the Linda Wastewater Discharge Pipe Relocation at a cost of \$ 150,000. An estimate for the time of delivery of these materials of 10-12 weeks has been provided*

Fiscal Impact:

TRLIA currently has \$200,000 available that could be used to make this award. In the event that the balance of the work for this project is not awarded, the above items of work will remain of value to the project and be deducted from the future project costs.