



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

OCTOBER 23, 2007 – SPECIAL MEETING
2:00 P.M.

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Authority 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.

I CALL TO ORDER

II ROLL CALL – Directors Rick Brown, Jerry Crippen, Mary Jane Griego, Dan Logue, Richard Webb

III ACTION ITEMS

- A. Approve minutes of the regular meeting of October 16, 2007.
- B. Approve entering into three reimbursement agreements with Reclamation District 784 for reconstruction of Pump Station Number 3 and 6 and construction of discharge pipe crossing for Pump Station Number 10; and authorize the Executive Director to execute same upon submittal, review, and approval of Counsel.
- C. Award contract to Teichert Construction for Schedule A of Feather River Levee Setback Project in the amount of \$67,200 and authorize Chairman to execute same upon submittal, review, and approval of Counsel.

IV BOARD AND STAFF MEMBERS’ REPORTS

V CLOSED SESSION

Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 014-370-006 and 014-370-039 (Anderson, Gene R.)/Negotiating Parties: TRLIA/Bob Morrison Negotiation: Price and Terms of Payment

VI ADJOURN

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

OCTOBER 16, 2007

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:02 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Mary Jane Griego, and Richard Webb. Director Dan Logue was absent. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

PUBLIC COMMUNICATIONS

No one came forward.

CONSENT AGENDA

Upon motion of Director Griego, seconded by Director Crippen, and carried with Director Logue being absent, the Board took the following actions:

- A. Minutes: Approved the minutes of the regular meeting of October 2, 2007, as written. APPROVE MINUTES

ACTION ITEMS

- A. HDR Engineering, Inc/Fourth Amendment/\$280,000/Phase 4 Upper Yuba River/Phase 2 Construction Management Services: Executive Director Paul Brunner recapped services to be provided and responded to Board inquiries.

Consultant Anja Kellsey, PGS&J Inc., responded to specific Board inquiries regarding environmental mitigation measures.

- Following Board discussion, upon motion of Director Griego, seconded by Director Crippen, and carried with Director Logue being absent, the Board approved a fourth amendment to the agreement with HDR Engineering, Inc. in the amount of \$280,000 for engineering and construction management services for Phase 4 Upper Yuba River and Phase 2 construction management services and authorized the Chairman to execute. APPROVE AGRMNT.

B. PBS and J Inc./Fourth Amendment/\$385,810/Environmental Consulting Services: Executive Director Paul Brunner recapped services to be provided for environmental services to be provided through November of 2008 and responded to Board inquiries.

Counsel Scott Shapiro responded to specific Board inquiries regarding access and mitigation measures regarding the Hofman property.

Upon motion of Director Griego, seconded by Director Crippen, and carried with Director Logue being absent, the Board approved a fourth amendment to the agreement with PBS and J Inc. in the amount of \$385,810 for environmental consulting services and authorized the Chairman to execute same.

C. Displaced Persons Relocation Appeals/APN 016-150-017 Foster, David and Pam: Right-of-way Manager Bob Morrison and Counsel Scott Shapiro recapped the appeal of the Fosters regarding business relocation costs associated with walnut and rice operations related to the condemnation of property. Mr. Shapiro recapped Corps of Engineers rules regarding relocation expenses which were followed and advised a compensation award in the amount of \$10,200 was recommended by the Appeals Board.

Mr. David Foster, County Club Road, recapped income, expenses, and depreciation schedule associated with the walnut business. Mr. Foster responded to Board inquiries and time associated with moving and requested compensation of \$20,000 for relocation expenses.

Following Board discussion, upon motion of Director Crippen, seconded by Director Griego, and carried with Director Webb abstaining and Director Logue being absent, the Board approved reimbursement to David and Pam Foster in the amount of \$16,800 for all relocation costs.

APPROVE
AWARD

BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Program Manager Ric Reinhardt:

- Corp of Engineers decision to require a section 408 and 404 permit approval and section 104 credit approval for the Feather River Setback Levee
- Trench collapse at the Segment Three-Feather River Levee construction site approximately 3,000 feet upstream from Linda County wastewater treatment facility

Executive Director Paul Brunner:

- Reclamation Board tour and meeting scheduled October 18 and 19, 2007

Counsel Scott Shapiro:

- New flood control bills enacted
- Process for future legislative briefings
- Second Funding Agreement first amendment

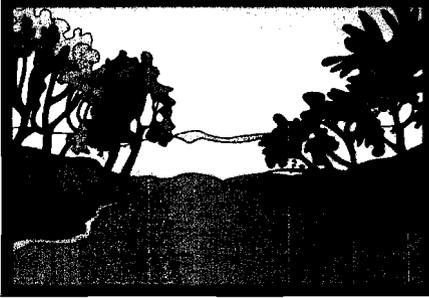
ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:48 p.m. by Chairman Webb.

Chairman

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

Approved: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

October 23, 2007

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director *PAB*
Larry Dacus, Design Manager
SUBJECT: Consider Approval of Reimbursement Agreements with Reclamation District 784 for Reconstruction of Pump Station 6, Reconstruction of Pump Station 3, and Construction of a Discharge Pipe Crossing for Pump Station 10.

Recommended Action

Approve three agreements with Reclamation District (RD) 784 for reimbursement to TRLIA and authorize the TRLIA Executive Director to sign the agreements and execute once General Counsel has reviewed and approved. These reimbursement agreements are for reconstruction of Pump Station No. 6, reconstruction of Pump Station No. 3, and construction of a discharge pipe crossing for Pump Station No. 10.

Discussion

RD 784 considered and approved their President to enter into agreements with TRLIA to reimburse TRLIA for the reconstruction of Pump Stations No. 3 and 6 and construction of the discharge pipe crossing of Pump Station No. 10 at its October 2, 2007 Board Meeting.

As part of the levee improvements for RD 784, TRLIA has already reconstructed Pump Station No. 6. As part of the proposed Feather Setback Levee TRLIA plans to reconstruct Pump Station No. 3 in 2008. RD 784 has requested that TRLIA include a discharge pipe crossing in the construction of the Feather Setback Levee for its future Pump Station No. 10. TRLIA plans to include this requested discharge pipe crossing work in its setback contract, which is planned to occur in 2008.

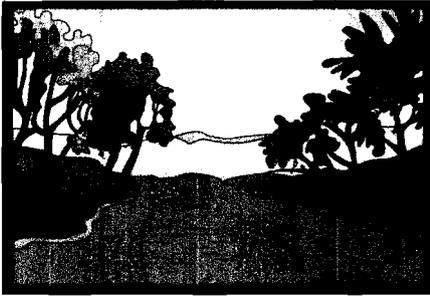
Construction of these facilities is included in RD 784's Master Drainage Plan. Impact fees for construction of the Drainage Master Plan facilities have been and continue to be collected by RD 784 as development occurs. The agreements would reimburse impact fees already collected for the facilities as the facilities are constructed by TRLIA. Future fees for these facilities would be provided to TRLIA as the impact fees are collected by RD 784.

Approval to execute these agreements would provide TRLIA additional funds for construction work that has already been accomplished and for work to be constructed in 2008 (see fiscal impact below for breakout).

Fiscal Impact

These agreements should provide TRLIA approximately \$1,649,500 in 2008 and approximately \$6,656,125 in the future as development occurs. One agreement would provide immediate reimbursement of approximately \$185,000 for the already constructed Pump Station 6 and approximately \$1,583,125 of future reimbursement. Pump Station 3 reimbursement agreement would be \$927,000 when construction occurs, currently planned for 2008 with \$5,073,000 in future reimbursements. The third agreement for the pipe crossing would provide reimbursement of \$537,500 after it is constructed, currently planned for 2008. This would be the total amount for the discharge pipe crossing.

Future reimbursements for Pump Station 3 and 6 would occur as development occurs. Due to the unpredictability of this future development, it is unknown when the future funds would be made available to TRLIA.



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October 23, 2007

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director *PGB*
Ric Reinhardt, Program Manger
Doug Handen, Construction Manager
SUBJECT: Contract No. PH4-2007-08-02
Phase 4 Feather River Levee Setback Project (Segment 2)
Schedule "A" Only- Award of Contract

Recommended Action:

Award to **Teichert Construction** a contract for Schedule A of the Feather River Levee Setback Project (Segment 2). The value of this contract shall be \$ **67,200.00**. Authorize the chairman to sign once general counsel has reviewed and approved the contract and authorize the executive director to take the necessary actions to implement the contract.

Discussion:

TRLIA accepted bids for the Feather River Levee Setback Project October 12, 2007. The bid documents for this project include bid schedules A through E as approved by the TRLIA Board on August 14, 2007. The bid schedules for this project are as follows:

- Bid Schedule A- Contractor Compensation for Pre-Construction Activities
- Bid Schedule B- Levee Foundation
- Bid Schedule C- Levee and Pump Station Construction
- Bid Schedule D- Degradation of Existing Levee
- Bid Schedule E- Misc. Indefinite Quantity/Indefinite Delivery Pricing

The Bid Documents describe that the low bidder for the project would be based on the sum of Schedules A, B, and C (The Base Bid) plus Bid Schedule E items of work identified by TRLIA. A summary of the Bid Results is attached (Attachment 1).

The Bid Documents allow for TRLIA to award only Schedule A of the bid at this time. The purpose for designing the bid documents to allow for this partial award of the project is to provide for the Contractor's early involvement in the project. The Construction documents for this project are approximately 60% complete at this time. The Contractor's early participation

should serve to provide for a greater likelihood of obtaining Value Engineering and improve communication and scheduling related to this project.

TRLIA anticipates awarding Schedules B and C to Teichert Construction pending financing, real estate acquisition, permitting, and a successful negotiation of any costs associated with design changes. The bid documents included the following “tentative” award dates:

Award Bid Schedule A- October 23, 2007

Award Bid Schedule B- March 3, 2008

Award Bid Schedule C- April 14, 2008

TRLIA reserves the right to award Schedule D as a TRLIA option. TRLIA is aware of the concern that the construction documents are incomplete and final pricing of the project is subject to cost increases based on the final design. The bid documents include Schedule E which provides competitive unit pricing for items not currently included in the design. These items may be directly used for price negotiation or used as a reference for price comparison for “new” items. TRLIA reserves the right to deny award of the additional schedules of work in the event that TRLIA and the Contractor cannot agree on the final contract pricing, in which case the project would be re-bid based on the final design.

This recommendation action is for the award of Schedule “A” only based on the low bid for the total of Schedules A, B, and C (The Base Bid). TRLIA did not identify, at this time, any of the Schedule E bid items.

Fiscal Impact:

The contract amount of \$ 67,200, for Schedule A, shall be paid on a T&M basis based on the unit prices included in the bid. TRLIA currently has sufficient funds to pay for this effort.

Feather River Set Back Levee
Bid Results

	Nordic Industries	Teichert Construction	DeSilva Gates	Engineer's Estimate (draft)
Schedule A -Pre Const. Activities	69,750	67,200	87,500	87,500
Schedule B- Foundation	16,854,950	17,337,375	21,583,000	16,606,400
Schedule C- Levee and Pump Sta.	37,784,350	30,134,465	33,340,500	37,636,400
Total of A,B & C (Base Bid)	54,709,050	47,539,040	55,011,000	54,330,300
Schedule D- Degradation	18,947,000	13,214,950	17,549,000	15,763,400
Base Bid + Schedules D	73,656,050	60,753,990	72,560,000	70,093,700
Schedule E- ID/IQ Items	1,169,000	2,042,400	1,740,000	1,628,000
Base Bid + Schedules D+E	74,825,050	62,796,390	74,300,000	71,721,700

**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA**

CONTRACT AGREEMENT

FOR PHASE 4 FEATHER RIVER SETBACK LEVEE PROJECT

CONTRACT NO. PH4-2007/08-02

THIS AGREEMENT, made and concluded this _____ day of _____, 2007 between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), Party of the first part and **Teichert Construction** (the "Contractor"), party of the second part.

ARTICLE I.-- WITNESSETH, that for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the bond, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of TRLIA, its construction management consultants, and the inspectors of the United States Army Corps of Engineers and the California Department of Water Resources, in accordance with the Contract Documents as listed in the "Notice to Contractors" and the provisions detailed in this document, "Labor Surcharge and Equipment Rental Rates," that are in effect when the work is accomplished and the current General Prevailing Wage Rates, of the State of California Department of Industrial Relations.

The work to be done is described in detail under the heading "Schedule A" in the Contract Documents as listed in the "Notice to Contractors," copies of which have been made available to Contractor. TRLIA intends to but is under no obligation to award the remaining Schedules B through D separately to the Contractor as designs for said Bid Schedules are complete and approved for construction and as funding and real estate for said Bid Schedules is secured.

FOR PHASE 4 FEATHER RIVER SETBACK LEVEE PROJECT, SCHEDULE A

CONTRACT NO. PH4-2007/08-02

Said project Special Provisions are hereby made a part of this **CONTRACT NO. PH4-2007/08-02**

ARTICLE II.-- The said party of the first part hereby promises and agrees with said contractor to employ, and does hereby employ, the said Contractor to provide the all labor, materials, services, transportation, appliances and mechanical workmanship required for this contract and to do the work according to the terms and conditions herein contained and referred to the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and said parties for themselves, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.-- The State general prevailing wages are hereby specifically referred to and by this reference are made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be

any conflict between the terms of this instrument and the bid or Proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract.

ARTICLE V.-- The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE VI -- The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the specifications.

ARTICLE VII -- The Contractor shall defend, indemnify, and save harmless TRLIA (including TRLIA's entity agencies, County of Yuba and Reclamation District 784) and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the General Provisions.

ARTICLE VIII -- This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of TRLIA (including TRLIA's entity agencies, County of Yuba and Reclamation District 784) in the same manner as if such parties had been expressly named herein.

All times stated herein or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

ARTICLE IX -- In addition to its rights under Articles 5-18 and 5-19 of the General Provisions, TRLIA shall have the right to terminate this agreement without cause. In the event of such termination and in accordance with Articles 5-21 and 5-22 of the General Provisions, the Contractor shall be entitled to payment for all work done up to the time of termination.

ARTICLE X.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for the loss or damage, arising out of the nature of the work aforesaid, or for the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the county, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the engineer under them to wit:

CONTRACT NO. PH4-2007/08-02

**PRICE SCHEDULE
PHASE 4 FEATHER RIVER SETBACK LEVEE PROJECT**

(INSERT SELECTED BID SCHEDULES)

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
71-A	Operations Manager	250	Hour	80.00	20,000.00
72-A	Senior Cost Engineer	160	Hour	70.00	11,200.00
73-A	Engineer	300	Hour	120.00	36,000.00

TOTAL CONTRACT PRICE:

\$ 67,200.00

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

BY _____
Vice Chairman of the TRLIA Board of Directors

DATE _____

ATTEST:

Clerk of the TRLIA Board of Directors

TEICHERT CONSTRUCTION:

Mark Stacy
Vice President, Woodland District Manager
24207 County Road 100A
Davis, CA 95616

0008

License Number

Date (Seal)

I hereby certify that I have examined the within Contract and find the same to be in conformance with the provisions of the State Contract Act.

General Counsel, TRLIA

DATE _____