

Local Public Entity
Local Projects Design
Grant Contract No. 4600003891

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

FOR A DESIGN GRANT FOR

BEAR-FEATHER RIVERS LEVEE SETBACK ELEMENT
OF THE
YUBA-FEATHER SUPPLEMENTAL FLOOD CONTROL PROJECT

UNDER THE YUBA FEATHER FLOOD PROTECTION PROGRAM
OF THE
CALIFORNIA SAFE DRINKING WATER, CLEAN WATER,
WATERSHED PROTECTION, AND FLOOD PROTECTION ACT OF 2000

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Contract No. 4600003891

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THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

YUBA FEATHER FLOOD PROTECTION PROGRAM
OF THE CALIFORNIA SAFE DRINKING WATER, CLEAN WATER,
WATERSHED PROTECTION, AND FLOOD PROTECTION ACT OF 2000

(Water Code Section 79068.6 et seq.)

THIS CONTRACT is entered into by and between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State" and Three Rivers Levee Improvement Authority, a public agency in the County of Yuba, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Local Public Entity", which parties do hereby agree as follows:

CONTRACT SPECIAL PROVISIONS

SECTION 1. PURPOSE OF GRANT

This grant is made by the State to the Local Public Entity to prepare design documents sufficient for implementing a flood protection project as described in Water Code Division 26, Chapter 5, Article 8, beginning with Section 79068, and regulations adopted in accordance with that article.

SECTION 2. INCORPORATION OF STANDARD CONDITIONS AND PERFORMANCE REQUIREMENTS

This Contract incorporates Exhibit A, "Grant Contract Standard Conditions" (hereinafter referred to as "Standard Conditions") and Exhibit B, "Grant Contract Performance Requirements" (hereinafter referred to "Performance Requirements"). The Local Public Entity accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Contract, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Local Public Entity in the application, documents, amendments, and communications filed in support of its request for Yuba Feather Flood Protection Program financing.

SECTION 3. LOCAL PUBLIC ENTITY AGREEMENT

The Local Public Entity agrees to use the grant funds to complete a design in accordance with the Design Task Breakdown, budget and schedule, copies of which are attached hereto as Exhibit C and incorporated by reference, as it may be revised from time to time with the mutual consent of the parties.

SECTION 4. ESTIMATE OF DESIGN COST

The reasonable cost of the design is estimated to be \$3,257,100, as shown in Exhibit C. Grant funds may be used only for such eligible design costs as defined in the Design Task Breakdown, any revisions thereof, and Article A-1 of the Grant Contract Standard Conditions.

SECTION 5. GRANT AMOUNT

Pursuant to the Yuba Feather Flood Protection Program of the California Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act, its applicable rules and regulations, and subject to the availability of funds, the State will grant to the Local Public Entity in accordance with the terms of this Contract an amount not to exceed \$3,257,100, as shown in Exhibit C. The remaining costs, if any, for the preparation of the design documents will be met by other sources, as shown in Exhibit C.

SECTION 6. REQUIREMENTS FOR DISBURSEMENT

The Local Public Entity shall meet all applicable conditions precedent to the disbursement of money under this Contract, including Basic Conditions Precedent under Article A-3 of the Standard Conditions. Failure by the Local Public Entity to comply with this requirement may, at the option of the State, result in termination of the Contract under Article A-26 of the Standard Conditions.

SECTION 7. RELATIONSHIP OF PARTIES HERETO

The Local Public Entity, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Contract shall act in an independent capacity and not as officers, employees or agents of the State.

The Local Public Entity is solely responsible for preparation of the Design Report. Review or approval of plans, specifications, project documentation, bid documents or other documents by the State is solely for the purpose of proper administration of grant funds by the State and shall not be deemed to relieve or restrict the Local Public Entity's responsibility. In the State's review of the plans, specifications, bid documents and other project documents, the State shall focus on whether the Design Documents include the information required by California Code of Regulations, Title 23, Section 449.4.1(b). The State shall not require any change in the project design as prepared by the project engineer selected by the Local Public Entity or otherwise limit the project engineer's design judgment and discretion unless such change would clearly result in an equally adequate design which can be implemented at less cost and within the project schedule.

SECTION 8. PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Local Public Entity shall be responsible for obtaining any and all permits, licenses, easements, rights-of-way and approvals required for performing any work under this Contract. The Local Public Entity shall be responsible for observing and complying with any applicable federal, state and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement and safety laws, rules, regulations and ordinances.

SECTION 9. SUPERVISION OF WORK AND SUBMISSION OF PROGRESS REPORTS

The Local Public Entity shall submit quarterly progress reports on the status of the design to the Department of Water Resources, commencing with the calendar year quarter which includes the effective date of this contract. The quarterly progress report shall provide a complete description of the work performed during the quarter including, but not limited to, legal, engineering, environmental and administrative tasks associated with the design; a detailed breakdown of costs incurred during the quarter; and a schedule showing actual progress in comparison to the planned schedule as set forth in the Design Task Breakdown. Timely submittal of the progress reports is a requirement for continued disbursement of grant funds under Section A-3 of Exhibit A.

The Local Public Entity shall give personal supervision to any work in progress that is required under this contract. In lieu thereof, the Local Public Entity may retain a professional engineer and other consultants, satisfactory to the State, to perform the design work under this contract, subject to the Local Public Entity's oversight and project management. The project engineer responsible for design shall certify the completeness and adequacy of the Design Documents. The Local Public Entity may adopt the Design Documents after they are certified by the project engineer.

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SECTION 10. PROJECT OFFICIALS AND NOTICES

The Department of Water Resources' Program Manager for the Yuba Feather Flood Protection Program shall act as the State Project Manager.

The State Project Manager shall be the State's representative for administration of the Contract and shall have authority to make determinations and findings with respect to any controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Contract. Disputes shall be resolved in accordance with Article A-20 of Exhibit A.

The Local Public Entity Project Director shall be Charles K. McClain. The Local Public Entity Project Director shall be the Local Public Entity's representative for the administration of the Contract and shall have full authority to act on behalf of the Local Public Entity. All communications given to the Project Director shall be as binding as if given to the Local Public Entity.

Either party may change its Project Manager or Project Director upon written notice to the other party.

Notices required to be given in writing to the Local Public Entity under this Contract shall be sent to:

Three Rivers Levee Improvement Authority
Attention: Executive Director
915 8th Street, Suite 115
Marysville, California 95901-5273

Notices required to be given in writing to the State under this Contract shall be sent to:

State of California
Department of Water Resources
Attention: Program Manager
Yuba Feather Flood Protection Program
Division of Flood Management
Post Office Box 942836
Sacramento, California 94236-0001

A change of address for delivery of notice may be made by either party by written notice of such change of address to the other party a minimum of seven days prior to the change.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract to be effective upon the date last signed below:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

By *Leslie F. Harder, Jr.*
Leslie F. Harder, Jr., Chief
Division of Flood Management

By *Charles K. McClain*
Charles K. McClain
Executive Director

Date: Mar. 2, 2005

Date: January 12, 2005

Approved as ^{To} Legal Form
And Sufficiency:

Approved as ^{To} Legal Form
And Sufficiency:

Nancy J. Sarracino
Nancy J. Sarracino
Chief Counsel

Daniel G. Montgomery
Daniel G. Montgomery
Authority Counsel

MS 2/25/05
Date: 2/25/05

Date: 1-24-05

EXHIBIT A

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

GRANT CONTRACT STANDARD CONDITIONS

ARTICLE A-1. DEFINITIONS

Whenever the following terms are used in this Contract, their meaning shall be as follows unless the context clearly requires otherwise:

Contract: The Contract including all exhibits appended thereto.

Days: Calendar days unless otherwise expressly indicated.

Months: Calendar months unless otherwise expressly indicated.

Years: Calendar year unless otherwise expressly indicated.

Local Public Entity: Any political subdivision of the State of California, including but not limited to any county, city, city and county, district, joint powers agency, or council of governments within the geographic area specified in the Yuba Feather Flood Protection Program of the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act.

Design Documents: For constructed works, plans and specifications; for programs not requiring construction, a description of actions to be taken and a description of results expected; for all projects, a cost estimate, a Design Report, and an implementation schedule; all as further described in the California Code of Regulations, Title 23, Section 499.4.1(b).

Eligible Design: All work for the purpose of preparing design documents sufficient for implementing a flood protection project as described in Water Code Division 26, Chapter 5, Article 8, beginning with 79068, and regulations thereunder, approved by the State, and all addenda and changes to the foregoing documents approved by the State.

Project: A proposed flood protection project as described in Water Code Section 79068.6, which is part of Article 8, Yuba Feather Flood Protection Program, of the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act of 2000.

Eligible Design Costs: Reasonable and necessary costs include, but are not limited to, the engineering, legal and administrative costs associated with the design and Design Report. Eligible costs may also include those reasonable and necessary costs incurred by the applicant to prepare the application and to establish eligibility prior to or after the effective date of this Contract (but not before September 26, 2000). Eligible design costs do not include implementation costs, operation and maintenance costs or costs for purchase of equipment.

ARTICLE A-2. TERM OF CONTRACT

Subject to the provisions of Article A-3, this Contract shall commence on November 1, 2004, shall become effective upon signature by the State and the Local Public Entity, and shall remain in effect until the Design Report is accepted in writing by the State, but no longer than five years from the execution of this contract.

ARTICLE A-3. BASIC CONDITIONS PRECEDENT

The State shall have no obligation to disburse money under this Contract unless and until the Local Public Entity has satisfied the State that the disbursement is in accordance with requirements of the Yuba Feather Flood Protection Program regulations, California Code of Regulations, Title 23, Division 2, Chapter 2.5.2, and the following conditions:

(a) The Local Public Entity provides a copy of a resolution adopted by its governing body accepting the grant, and designating a representative to execute this Contract and to sign requests for disbursement of State funds.

(b) The Local Public Entity has submitted all periodic progress reports due at the time of disbursement in accordance with Section 9 of this Contract.

(c) The Local Public Entity submits a written statement that it has obtained or will obtain prior to the need arising, all easements, rights-of-way and approvals as may be required by other state, local or federal agencies prior to commencement of any work done under this contract, as specified in Section 8 of this Contract.

ARTICLE A-4. GRANT DISBURSEMENTS BY STATE

(a) Cost Statements

After all applicable conditions of the Basic Conditions Precedent in Article A-3 are met, the State will disburse the whole, or portions of the, grant commitment to the Local Public Entity following receipt from the Local Public Entity of a detailed invoice of eligible design costs. This invoice shall identify the tasks or subtasks included in the Task Breakdown that were worked on, as well as the total hours charged by the Local Public Entity staff and all subcontractor costs. Requests for state funds shall be filed at least quarterly but not more often than monthly.

After the design has been completed or terminated, the Local Public Entity shall furnish a final statement of incurred eligible design costs and disposition of funds disbursed.

(b) Disbursement

Following the review by the State of each statement of costs and relevant progress reports, the State will disburse to the Local Public Entity the amount approved, subject to annual appropriations and bond sales. Disbursements will be made in arrears at intervals not more often than monthly. Any and all money disbursed to the Local Public Entity under this Contract and any and all interest earned by the Local Public Entity on such money shall be used solely to pay eligible design costs.

(c) Withholding of Grant Disbursements by Local Public Entity

The Local Public Entity may retain up to ten percent (10%) from any contract or combination of contracts it enters into with third parties for preparation of all or part of the design until all defined tasks and results are completed.

ARTICLE A-5. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE

(a) Conditions for Withholding

The State may withhold up to ten percent (10%) of the funds requested by the Local Public Entity for reimbursement of eligible design costs until all defined tasks and results are completed as determined by the Project Manager in consultation with the Project Director.

(b) Additional Conditions for Withholding

If the State determines that the design is not being carried out substantially in accordance with the provisions of this Contract, or that the Local Public Entity has failed in any other respect to substantially comply with the provisions of this Contract, and if the Local Public Entity does not remedy any such failure to the State's satisfaction, the State may withhold from the Local Public Entity all or any portion of the grant commitment and take any other action that it deems necessary to protect its interests.

(c) Withholding Entire Grant Commitment

If the State notifies the Local Public Entity that it has decided to withhold all of the grant commitment from the Local Public Entity pursuant to Subdivision (b) of this Article, this Contract shall terminate upon receipt of such notice by the Local Public Entity and shall no longer be binding on either party.

(d) Withholding Balance of Grant Commitment

Where a portion of the grant commitment has been disbursed to the Local Public Entity and the State notifies the Local Public Entity that it has decided to withhold the balance of the grant commitment from the Local Public Entity pursuant to Subdivision (b) of this Article, the portion that has been disbursed shall thereafter be repaid immediately with interest as directed by the State. Refusal of the Local Public Entity to so repay may, at the option of the State, be considered a material breach of contract and may be treated as default under Article B-2 of Exhibit B.

ARTICLE A-6. DESIGN SCHEDULE AND COMPLETION

(a) Design Completion Date

The Local Public Entity shall expeditiously undertake the design in strict accordance with this contract, and shall complete it no later than December 31, 2005. Said date for completion may be extended upon written request by the Local Public Entity and written approval by the State. Upon approval by the State, the contract amendment process will commence until an amendment is executed or determined to be unnecessary.

(b) Design Report

The Local Public Entity shall prepare and submit to the State a draft final Design Report at least 60 days before the scheduled completion date of the final Design Report. This report must contain the results of work performed pursuant to the tasks in the Design Task Breakdown referenced in Section 1 of this Contract. It must provide descriptions of the design process and analyses, including engineering calculations, results of the analyses, and plans for monitoring project effectiveness. The Design Report must also provide evidence that CEQA requirements are still satisfied.

(c) Determination of Design Completion

For the purposes of this Contract, the design shall be considered to be completed when a Final Design Report is accepted by the State, or to be terminated when so determined by the State.

(d) Audit Requirement

Pursuant to Government Code Section 8546.7, the contract shall be subject to the examination and audit of the State, including the State Auditor, for a period of three years after final payment under this Contract with respect to all matters connected with the performance of the Contract, including, but not limited to, the cost of administering this Contract. All records of the Local Public Entity involving this contract, its contractors or subcontractors shall be retained for this purpose for that period.

ARTICLE A-7. ACCOUNTING AND DISPOSITION OF GRANT DISBURSEMENTS

(a) Separate Accounting of Grant Disbursements and Interest Records

The Local Public Entity shall account for the money disbursed pursuant to this Contract separately from all other Local Public Entity's funds. The Local Public Entity shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Local Public Entity shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Local Public Entity shall require its contractors and subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.

(b) Disposition of Money Disbursed

All money disbursed pursuant to this Contract shall be deposited, administered, and accounted for pursuant to the provisions of law applicable to the Local Public Entity. Any unexpended funds that were disbursed to the Local Public Entity that were not needed to pay eligible costs and any interest earned on grant funds shall be remitted to the State of California within sixty (60) days from completion of the design or termination of this contract, as provided under Article B-2 of this contract. Any revenue generated from the sale or lease of all or any portion of any real property or equipment purchased using grant funds shall be remitted to the State of California within thirty (30) days from the completion of such sale or lease.

(c) Interim and Final Audits

The State reserves the right to conduct an audit at any time between the execution of this Contract and the completion of the Design Report. After completion of the design, the State shall require the Local Public Entity to conduct a final audit, at the Local Public Entity's expense; such audit to be conducted by and a report prepared by an independent Certified Public Accountant, in compliance with generally accepted auditing standards and government auditing standards. Upon completion, the audit report shall be submitted to the State for review and acceptance.

Failure or refusal by Local Public Entity to comply with this provision shall be considered a substantial failure to comply with this Contract, and the State may elect to pursue any remedies provided in Article A-5 or take any other action it deems necessary to protect its interests.

ARTICLE A-8. INSPECTIONS OF WORK BY STATE

The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Contract. This right shall extend to any subcontracts, and the Local Public Entity shall include provisions ensuring such access in all its contracts and subcontracts entered into pursuant to its Contract with the State.

ARTICLE A-9. NONDISCRIMINATION CLAUSE

During the performance of this Contract, the Local Public Entity, its contractors and subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. The Local Public Entity shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The Local Public Entity, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the State to implement such article.

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The Local Public Entity, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Local Public Entity shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Contract.

The Local Public Entity's signature on this Contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Local Public Entity has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

ARTICLE A-10. WORKERS' COMPENSATION CLAUSE

The Local Public Entity affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Local Public Entity affirms that it will comply with such provisions before commencing the performance of the work under this Contract and will make its contractors and subcontractors aware of this provision.

ARTICLE A-11. SUCCESSORS AND ASSIGNS

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder, or interest herein by the Local Public Entity shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

ARTICLE A-12. STATE TO BE HELD HARMLESS

The Local Public Entity agrees to indemnify the State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and that directly or indirectly arise out of performance under this Contract.

ARTICLE A-13. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE A-14. AMENDMENTS

This Contract may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Local Public Entity for amendments must be in writing stating the amendment request and the reason for the request.

ARTICLE A-15. OPINIONS AND DETERMINATIONS

Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE A-16. CONTRACTING OFFICER OF THE STATE

The contracting officer of the State shall be the Director of the Department of Water Resources of the State of California and his successors, or their duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews, and determinations required by the State under the terms of this Contract.

ARTICLE A-17. WAIVER OF RIGHTS

None of the provisions of this Contract shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters and such provisions shall continue in full force and effect.

ARTICLE A-18. NOTICES

All notices that are required either expressly or by implication to be given by one party to the other under this Contract shall be signed for the State by its contracting officer, or designee, and for the Local Public Entity by such officers, as from time to time, it may authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery.

ARTICLE A-19. INSPECTION OF BOOKS, RECORDS, AND REPORTS

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Contract or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Contract. Failure or refusal by Local Public Entity to comply with this provision shall be considered a substantial failure to comply with this Contract, and the State may withhold disbursements to the Local Public Entity or take any other action it deems necessary to protect its interests, as provided in Article B-2.

ARTICLE A-20. CLAIMS DISPUTE CLAUSE

Any claim that the Local Public Entity may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources within thirty (30) days of the Local Public Entity's knowledge of the claim. The State and the Local Public Entity shall then attempt to informally negotiate a resolution of the claim. If this attempt fails, the next step shall be resolution of the claim through non-binding mediation. Once a resolution is reached, its terms may be implemented through an amendment to this Contract.

ARTICLE A-21. DRUG-FREE WORKPLACE CERTIFICATION

By signing this contract, the Local Public Entity, its contractors and subcontractors hereby certify under penalty of perjury, under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

(a) Prohibition of Controlled Substances

Publish a statement notifying employees, contractors and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors and subcontractors for violations, as required by Government Code Section 8355(a).

(b) Drug-Free Awareness Program

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees, contractors and subcontractors about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The Local Public Entity's policy of maintaining a drug-free workplace;
- (3) Any available counseling, rehabilitation and employee assistance program; and
- (4) Penalties that may be imposed upon employees, contractors and subcontractors for drug abuse violations.

(c) Drug-Free Policy Statement

Provide, as required by Government Code 8355(c), that every employee, contractor and subcontractor who works under this Contract:

- (1) Will receive a copy of the Local Public Entity's drug-free policy statement; and
- (2) Will agree to abide by terms of the Local Public Entity's statement as a condition of employment or contract/subcontract award.

(d) Penalties

This Contract may be subject to suspension of payments or termination, or both, and the Local Public Entity may be subject to debarment if the State determines that:

- (1) The Local Public Entity, its contractors or subcontractors have made a false certification; or
- (2) The Local Public Entity, its contractors or subcontractors violates the certification by failing to carry out the requirements noted above.

ARTICLE A-22. AMERICANS WITH DISABILITIES ACT

By signing this contract, the Local Public Entity assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ARTICLE A-23. CONFLICT OF INTEREST

(a) Current State Employees

- (1) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- (2) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

(b) Former State Employees

- (1) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- (2) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Contract No. 4600003891

ARTICLE A-24. NO THIRD PARTY RIGHTS

The parties to this Contract do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Contract, or of any duty, covenant, obligation or undertaking established herein.

ARTICLE A-25. SEVERABILITY

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract shall continue as modified.

ARTICLE A-26. TERMINATION

The State may terminate this Contract under Article B-2 of Exhibit B.

EXHIBIT B

GRANT CONTRACT PERFORMANCE REQUIREMENTS

ARTICLE B-1. PERFORMANCE AND ASSURANCES

The Local Public Entity agrees to faithfully and expeditiously perform or cause to be performed all design work as approved or as later amended and approved by the State under this Contract and to apply State funds received only to eligible design costs in accordance with applicable provisions of the law. In the event the State finds it necessary to enforce this provision or any right of power under this Contract in the manner provided by law, the Local Public Entity agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

ARTICLE B-2. DEFAULT PROVISIONS

- (a) The Local Public Entity will be in default under this agreement if any of the following occur:
 - (1) Substantial breach of this Contract, or any supplement or amendment to it;
 - (2) Making any false warranty, representation, or statement with respect to this Contract;
 - (3) Failure of the Local Public Entity to make any remittance required by this Contract; or
 - (4) Prior to any claim of default, the State shall provide the Local Public Entity with notice of the potential default and a reasonable opportunity, of not less than forty-five days, to cure such potential default.
- (b) Should an event of default occur, the State may do any or all of the following:
 - (1) Demand the grant be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default;
 - (2) Terminate any obligation to make future payments to the Local Public Entity;
 - (3) Terminate the Contract; and
 - (4) Take any other action that the State deems necessary to protect its interests.
- (c) The Local Public Entity agrees that any remedy provided in this Contract is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of a breach of this Contract by the Local Public Entity, whether such breach occurs before or after completion of the design.
- (d) No waiver by the State of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if signed by the State or its authorized agent.

Contract No. 4600003891

EXHIBIT C

DESIGN TASK BREAKDOWN, INITIAL BUDGET, AND SCHEDULE

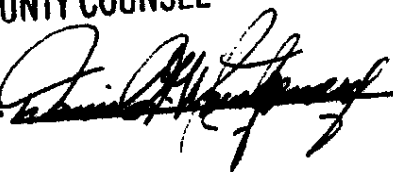
ARTICLE C-1. DESIGN TASK BREAKDOWN

ARTICLE C-2. INITIAL BUDGET

ARTICLE C-3. SCHEDULE

See BEAR RIVER SETBACK LEVEE MATERIALS ATTACHED SUBMITTED BY BOOKMAN-EDMONSTON
DATED DECEMBER 8, 2004 AND LETTER DATED NOVEMBER 8, 2004

APPROVED AS TO FORM
DANIEL G. MONTGOMERY
COUNTY COUNSEL

BY: 

ARTICLE C-1:

Design Task Breakdown

**ATTACHMENT B-1
DESIGN TASK BREAKDOWN
BEAR-FEATHER RIVERS LEVEE SETBACK PROJECT
YUBA-FEATHER SUPPLEMENTAL FLOOD CONTROL PROJECT**

This work plan describes the tasks to be conducted by Three Rivers Levee Improvement Authority (TRLIA) for the design of the staged Southern Alternative of Bear-Feather Rivers Levee Setback, a flood control element of the Yuba-Feather Supplemental Flood Control Project (Y-FSFCP). The feasibility analysis for this and other elements of the Y-FSFCP was submitted to the California Department of Water Resources (DWR) in October 2004 (*Report on Feasibility of RD 784 Supplemental Flood Control Improvements of the Yuba-Feather Supplemental Flood Control Project*, Yuba county Water Agency and Three Rivers Levee Improvement Authority, October 2004). Funds for this feasibility study were obtained from a grant (Contract No. 4600001434) administered by DWR under the Costa-Machado Water Act of 2000.

The project location and vicinity are shown on Figure 1, *Water Development Facilities, Lower Yuba-Feather River Basin*. A detailed description of the project is presented in Section 5 of the feasibility report. The key project features are illustrated on Figures 5 and 8 of the feasibility report.

Project-specific environmental analyses for the project are presented in the Environmental Impact Report, *Feather-Bear Rivers Levee Setback Project, an Element of the Yuba-Feather Supplemental Flood Control Project*, Three Rivers Levee Improvement Authority, November 2004.

SCOPE OF DESIGN PROGRAM

A staged Southern Alternative of Bear-Feather Rivers Levee Setback will serve two principal purposes—flood control and environmental enhancement. Land in the setback area will serve both purposes. Similarly, levees and other structures will be required for both purposes. After completion of levee construction, using borrow material from the setback area, the setback area will be developed for environmental enhancement purposes. After the setback levee is certified to meet federal criteria, the existing levee will be removed to the extent required for efficient conveyance of flood flows. Material which is removed and the remaining sections of the levee will be incorporated into the environmental enhancement measures.

The design and development of borrow areas must incorporate measures to avoid fish stranding following floods, as well as designs for environmental enhancement measures. Budgets and requests for legislative appropriations for construction under the Water Act of 2000 for both flood control (Section 79068.6) and environmental enhancement and mitigation (Section 79068.14) must be fully coordinated during design. Documentation of estimated costs must be completed sufficiently early to support appropriation requests by DWR and DFG.

This following design task breakdown and compressed schedule include, in addition to design of flood control measures, activities and budget to undertake the design of environmental mitigation and enhancement measures. Also included is coordination of participation by the DFG and the Yuba-Feather Work Group with some allowance for others who may wish to participate.

The following work plan is divided into 5 tasks to facilitate project management and budget tracking. A schedule for developing the design is presented in Attachment B-2, *Bear-Feather Rivers Levee Setback, Design Schedule*.

It is expected that the development of the design, including main design deliverables, will require reviews and approvals by DWR, the California Department of Fish and Game (DFG), the U.S. Army Corps of Engineers (Corps), and the California State Reclamation Board.

DESIGN TASKS

TASK 1 PRE-DESIGN / INVESTIGATIONS

Task 1.1 Site Visits / Data Collection and Review

Site visits to the setback levee area will be required to obtain information, assess existing site conditions and reconcile design details to actual field conditions. A kickoff meeting will be held between design team members, including environmental planners, and TRRIA personnel to discuss design and operations criteria. Available information pertaining to levee design, construction and operation will be collected, reviewed for relevance, and incorporated into the levee setback and borrow sites design as appropriate. Information collected and reviewed will include details from previous levee designs, levee repair and maintenance information, previous studies, and construction records.

Task 1.2 Basis of Design Report

The Basis of Design Report (BDR) will establish the design basis and will present the criteria, methods of analysis, and standards to be used in the design of the setback levee.

The general design criteria established in the feasibility report will be reviewed and verified. The BDR will be a design deliverable and will be submitted to the DWR and regulatory agencies for review and comment.

Task 1.3 Field Explorations

Field explorations in support of the setback levee design are anticipated to include the following:

- Detailed geologic reconnaissance and mapping of the levee alignment to augment the existing information.
- Topographic mapping of the setback levee and borrow area site. Additional surveys will be performed in areas where greater detail is needed, as appropriate.
- Drilling of geotechnical test borings in the foundation of the setback levee. These explorations will provide needed data on the setback levee foundation conditions, including the presence of permeable layers in the foundation that would require seepage mitigation.
- Seismic refraction survey or cone penetration testing to provide supplemental foundation information along the setback levee alignment.
- Excavation of test pits and drilling of test borings in potential borrow areas to define the limits of potential borrow, determine quantity of material available for borrow, and to obtain soil samples for material property testing.
- Soil samples will be taken and tested in the laboratory to aid in the evaluation of material properties for proposed levee borrow. Anticipated soil testing includes the following: gradation, specific gravity, Atterberg limits, compaction, permeability, consolidation, and triaxial shear strength.

This task will begin with the preparation of a detailed Field Exploration Work Plan, which will be submitted to the DWR and regulatory agencies for review and comment. Other activities within this task will include preparation of subcontracts, obtaining site access, permit acquisition, utility clearance, supervision of subcontractors, documenting and logging field exploration activities, and preparing logs and data summaries.

Task 1.4 Baseline Summary Report

The Baseline Summary Report will present available geotechnical data and information obtained during the data collection and field investigation activities. Information in this report will include results of current and previous investigations including:

- Geologic mapping
- Summary of previous and current geotechnical field investigations and laboratory testing
- Test pit logs
- Borehole logs
- Field testing results
- Seismic refraction survey results
- Laboratory testing results

The Baseline Summary Report will be a design deliverable and will be submitted to the DWR and regulatory agencies (e.g. Corps and Reclamation Board) for review and comment.

TASK 2 DETAILED DESIGN & CONTRACT DOCUMENTS

Task 2.1 Engineering Analyses

Engineering analyses will be performed for the design of the setback levee. These analyses will include:

- Levee stability
- Levee settlement
- Levee through and under seepage
- Detention basin hydraulics
- Other analyses as required

Results of these analyses will be presented in the Geotechnical Design Report (Task 2.2) and Design Report (Task 2.8).

Task 2.2 Geotechnical Design Report

The Geotechnical Design Report will contain an interpretation and evaluation of the geological and geotechnical information applicable to the design of the setback levee. The report will provide the basis for the geotechnical design including the selection of geotechnical design parameters and the analysis of slope stability, seepage, and settlement. The Geotechnical Design Report will be a design deliverable and will be submitted to the DWR and regulatory agencies for review and comment.

Task 2.3 Hydraulic Modeling

Additional modeling will be undertaken to guide the final levee design and to verify initial conclusions regarding hydraulic mitigation findings. To bring the hydraulic model to a "design level" product, the following steps will be taken:

- **Extend Existing 2-D Model to cover project reach** – MBK has an RMA-2 model that was developed for analysis of a setback levee at Star Bend. This model would be expanded to include the Bear River below the WPIC and the Feather River to Nicolaus.
- **Modify/recalibrate hydraulic model** – The Corps has previously stated that some of the 1997 flood event high water marks were not included in the calibration of the HEC-RAS model because they did not appear to be reliable. The 2-dimensional model will provide an independent evaluation of the hydraulics for the areas where the validity of the high water marks that are in question. In addition, 1986 high water marks will be reviewed to support trends in the calibration effort. Also, the gage on the Feather River near Nicolaus showed a significantly different stage than the adjacent high water marks for the 1997 flood event. Therefore, part of this task involves conducting a GPS survey of this gage to determine/verify the gate elevation and the 1997 event water surface data. An evaluation will be conducted examining the channel hydraulics, hydrology, and boundary conditions of the model.
- **Model Setback and Orchard Removal Alternatives** – Six alternatives will be run for the "with project" condition for the 1/2, 1/10, 1/50, 1/100 and 1/200 AEP events using the RMA-2 model.

- Produce modeling design memorandum – This includes developing a design memorandum detailing the modeling assumptions and the “without project” and all alternative water surface profiles produced with the refined hydraulic model.

Task 2.4 Geomorphology Modeling

These studies will be undertaken in conjunction with hydraulic modeling to ascertain the impacts of flood flows on levee erosion and movement of bedloads in the setback area. Results will be used in design of borrow sites and environmental mitigation and restoration. Alternative scenarios for removal of the existing levees will also be evaluated in conjunction with hydraulic modeling.

Task 2.5 Design of Environmental Measures

Specific measures to satisfy environmental mitigation and environmental enhancement goals will be designed in this task. Alternative plans described in the report on Land Acquisition and Management Plan for the Feather-Bear Rivers Levee Setback Project, July 2004, will be further analyzed in coordination with the Department of Fish and Game (DFG). Riparian development, as preferred by DFG, will be evaluated in relation to conformity with hydraulic conditions to be “flood neutral.” Results from 2-D modeling in Task 2.3 will be used in these evaluations. A riparian restoration plan would include the following:

- Site description—location, land-use history, soils, topography, hydrology, existing vegetation and wildlife use.
- Conceptual site model—past environmental conditions, likely successional patterns, comparison to nearby vegetation (reference sites), restoration strategies and expected effects on wildlife.
- Project implementation—regulatory compliance, planting design, plant material collection and propagation, site preparation, irrigation system design, weed control and irrigation scheduling, monitoring, reporting, flood/fire contingencies, implementation timeline and budget.
- Coordination with borrow site selection and development.
- Integration of remaining portions of the existing levee which will be partially degraded following acceptance of the setback levee as a project levee by the Corps.
- Plans for maintenance of habitat during its establishment period.

- Appendixes, tables, and figures that include survey data, GIS maps, specific plant design details and aerial photos.

Work in this task will be fully coordinated with the Yuba-Feather Work Group and the U.S. Fish and Wildlife Service, as well as DFG. It is anticipated that the consultant to the Yuba-Feather Work Group will participate in review and analyses of alternatives for the environmental measures.

Task 2.6 Design Engineering and Drawings

This task consists of the layout and design of the new setback levee. Construction limits, survey control points, borrow and staging areas, environmental protection, construction access road, and site restoration requirements will be shown on drawings. Designs will be prepared for site excavation and grading, levee embankment, detention basin, relief wells, slurry wall, utility relocation, drainage facilities, and removal of the existing levee after construction and certification of the new setback levee. The drawings will also include geologic plans, profile and sections. The resulting drawings will be incorporated into the contract documents for construction. A preliminary list of drawings is included in Table 1.

The drawings will be a design deliverable. Together with the technical specifications and Design Report, they will be submitted to the DWR and regulatory agencies at the 65 percent and pre-final levels of completion, for review and comment.

Task 2.7 Specifications

Technical specifications will be prepared for inclusion in the construction contract documents. A preliminary list of specifications anticipated to be prepared is included in Table 2. The technical specifications will be a design deliverable. Together with the drawings and Design Report, they will be submitted to the DWR and regulatory agencies at the 65 percent and pre-final levels of completion, for review and comment.

Task 2.8 Design Report

A design report will be prepared to present the results of the engineering analyses performed for the setback levee. The Design Report will be a design deliverable and will be submitted to the DWR and regulatory agencies for review and comment at the 65 percent and pre-final levels of completion, together with the drawings and the specifications. Note that the geotechnical analyses and design are described in the Geotechnical Design Report, prepared under Task 2.2. To complete the project record

within a single report, the Geotechnical Design Report may be appended to the Design Report.

Task 2.9 Construction Cost Estimate and Schedule

A construction cost estimate and schedule will be prepared in sufficient detail to support preparation of a grant application for construction of the Bear-Feather Rivers Levee Setback, as well as for evaluation of construction bids. Construction contingencies appropriate to this level of estimate will be included. Quantity takeoffs will be prepared in support of the cost estimate. The quantity takeoffs will also be used in developing the bid schedule under Task 3. The cost estimate and schedule will be a deliverable and will be submitted to the DWR for review and comment.

Task 2.10 Contract Documents

Contract documents will be prepared in preparation for procuring a construction contract. The contract documents are expected to include:

- Scope of work
- Construction bid schedule (quantities prepared in Task 2.9)
- Measurement and payment provisions
- Drawings (prepared in Task 2.6)
- Technical specifications (prepared in Task 2.7)
- Standard TRLIA contract, general provisions, and forms
- Special provisions, as necessary

The contract package will be a design deliverable and will be submitted to the DWR and regulatory agencies for review and comment.

TASK 3 BIDDING/CONTRACT AWARD

When a construction grant under the Water Act of 2000 and supplemental local cost-share financing have been arranged, the contract documents will be issued for bid to qualified contractors. Activities under this task are expected to include the following:

- Prequalify Contractors, if appropriate, and as allowed by TRLIA regulations

- Prepare letter of invitation to bid and package of information for bidders
- Issue bid package to prequalified bidders
- Conduct pre-bid meeting and site visit
- Respond to bidders' questions and prepare bid addenda
- Receive and evaluate bids
- Recommend bid award

TASK 4 ENVIRONMENTAL COMPLIANCE

The proposed setback levee will require compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The TRLIA is the lead agency for CEQA compliance, which is expected to be completed at the end of November 2004. The Corps is expected to be the lead agency for NEPA compliance.

A final EIR is being submitted with this design grant application. The activities that remain to complete the CEQA documentation are listed below for completeness. These activities will be performed under the Y-FSFCP Feasibility Study, Contract No. 4600001434, and are not part of this Task 5, Environmental Compliance, nor part of the design contract. The following CEQA compliance activities remain to be completed:

- TRLIA receives comments on Draft EIR (October 15, 2004).
- TRLIA prepares and submits to DWR an administrative review version of the Final EIR, including responses to comments on the draft EIR.
- DWR reviews administrative review version of Final EIR; TRLIA revises as necessary in coordination with DWR and publishes Final EIR. TRLIA prepares mitigation monitoring program, findings of fact, and statement of overriding considerations; TRLIA certifies EIR

Task 4 includes compliance with environmental laws and regulations other than CEQA. The Corps has suggested that NEPA compliance may be accomplished using the completed EIR as a basis for NEPA compliance. The NEPA compliance process is anticipated to take place over 12 months. At this time it is assumed that an Environmental Assessment will be sufficient to address NEPA compliance issues. If during detailed design it is determined that an EIS are required, a budget augmentation

would be required. Preparation of permit applications and consultation with regulatory agencies will be conducted simultaneously with the detailed design process. Permit requirements are discussed in detail in Section 10 of the Y-FSFCP feasibility report, as well as in the program-level Draft EIR for the Y-FSFCP and the project-specific Draft EIR for the Feather-Bear Rivers Levee Setback Project. In summary, the following major permitting and consultation requirements are anticipated:

- **Federal**
 - Corps, Clean Water Act Section 404 Permit and associated compliance with the National Environmental Policy Act and the National Historic Preservation Act Section 106
 - U.S. Fish and Wildlife Service (USFWS), consultation and possible incidental take permit pursuant to Section 7 of the federal Endangered Species Act
 - National Oceanic and Atmospheric Administration – Fisheries (NOAA Fisheries), consultation and possible incidental take permit pursuant to Section 7 of the federal Endangered Species Act
- **State**
 - Reclamation Board, Encroachment Permit
 - DFG, consultation pursuant to the California Endangered Species Act and possible incidental take permit or letter of concurrence with USFWS opinion
 - DFG, Section 1600 Lake and Streambed Alteration Agreement
 - Regional Water Quality Control Board (RWQCB), Clean Water Act Section 401 Water Quality Certification
 - State Lands Commission, Land Use Lease

Task 4 does not include scope or costs for the following construction-related activities. The scope and costs for these activities will be included in the construction grant, which will be prepared after completion of detailed design:

- Environmental mitigation or implementation of permit terms that ultimately will be included in permits issued for the proposed project.

- **RWQCB, National Pollutant Discharge Elimination System (NPDES) Notice of Intent and Storm Water Pollution Prevention Plan, under the general storm water permit for construction activity**
- **Local Permits**
 - **Yuba County Planning Department, use permit**
 - **Feather River Air Quality Management District, permit for construction activities**
 - **Consultation with Yuba County Public Works Department on construction activities affecting roadways**

TASK 5 PROJECT MANAGEMENT

TASK 5.1 ENGINEERING MANAGEMENT

Effective engineering management and design coordination are essential to ensure the successful preparation of the levee setback design. The communications/coordination activities will include project quality control, quality assurance, and implementation of project procedures specific to the design activities within the first month of commencing work. The engineering management task also will include the following activities:

- **Management and supervision of the design team**
- **Project quality control/quality assurance**
- **Project meetings on design issues**

TASK 5.2 CONTRACT ADMINISTRATION/LEGAL SERVICES

Design of the proposed setback levee will require participation by TRLIA staff in coordination with DWR, Corps, DFG, Reclamation Board, private landowners, and other agencies. Principal activities will include but not be limited to the following:

- **Coordination with the design team, and review of interim design submittals**
- **Coordination with the Corps on design, construction and operation plans**
- **Coordination with the Reclamation Board on design, construction and operation plans**

- Coordination with private landowners on temporary use of private lands during design and construction
- Legal services on design and construction contracts and agreements with private landowners, and other parties
- Financial transactions with DWR
- Financial arrangements for construction
- Progress reports and briefing to the TRLIA
- Public contacts, including Marysville and southern Yuba County area citizens and special interest groups such as the Yuba-Feather Work Group
- Coordination with Yuba County Public Works Department on issues related to the Feather River Blvd. and Highway 70.

TASK 5.3 PROJECT MANAGEMENT, BUDGET CONTROL, AND AGENCY COORDINATION

The grant agreement between the DWR and TRLIA will have progress reports and budgetary requirements. Consultant assistance will be provided to the TRLIA as required. Principal activities will include:

- Progress reports to DWR
- Monitoring progress and budgets for design and environmental permitting work
- Budget and payment retention management
- Participation in meetings and correspondence drafting as required by the TRLIA
- Coordination of reviews by DWR on project design deliverables
- Coordination of design activities with TRLIA personnel
- Coordination of design reviews with DWR, DFG, Corps, and Rec Board and other QA/QC requirements

Reporting of design status and input to monthly and quarterly progress and budget status reports will be prepared under this task.


12 Jan 05

Table 1
Preliminary List of Drawings For
Lower Bear River Levee Setback Project

GENERAL

Project Location and General Notes (1 sheet)
List of Drawings (1 sheet)
Project Boundary and Clearing Plan (1 sheet)
Demolition of Structures (1 sheet)
Environmental Resource Exclusion Zones (1 sheet)
Environmental Resource Protection Details (1 sheet)
Survey Control System (1 sheet)
Construction Access Routes (1 sheet)
Staging Areas (1 sheet)
Site Restoration (1 sheet)

GEOLOGY

Geology Plan and Borehole Locations (1 sheets)
Geologic Profile Along Levee Alignment (2 sheets)
Geologic Sections (2 sheets)
Borrow Area Geologic Plans and Sections (4 sheets)

CIVIL

General Plan (1 sheets)

Levee Detailed Plan & Profile (1 inch=50 ft scale; 1,200 ft per drawing; 10 sheets)
Levee Cross-Sections (2 sheets)
Borrow Area and Excavation Plans (10 sheets)
Tie-in Details (2 sheets)
Ramp Plan, Profile and Sections (2 sheets)
Relief Well Plans and Sections (2 sheets)
Borrow Area Reclamation (4 sheets)

Detention Basin Plan (1 sheet)
Detention Basin Sections and Details (1 sheet)

Removal of Existing Levee Plan (5 sheets)
Removal of Existing Levee Details (3 sheets)

Typical Cross-Sections (2 sheets)
Typical Relief Well Details (1 sheet)
Typical Slurry Wall Details (4 sheet)

Pipe Gate Details (1 sheet)
Drainage Plans, Sections and Details (5 sheets)

Removal of Existing Utilities and Facilities (2 sheets)
New Wells, Fill Stations and Irrigation Lines (2 sheets)

Typical New Well Details (1 sheet)
Typical Well Abandonment Details (1 sheet)
Typical Irrigation Piping Details (1 sheet)

ELECTRICAL / OTHER

Power Lines Plans & Details (2 sheets)
Typical Power Line Details (1 sheet)

Typical New Well Power (1 sheet)
Typical New Well Wiring Diagram (1 sheet)
Typical New Well Instrumentation and Controls (1 sheet)

Drawing TBD (5 sheets)

Table 2
Preliminary List of Specifications For
Lower Bear River Levee Setback Project

DIVISION 1 - GENERAL REQUIREMENTS

Summary of Work
General Conduct of Work
Alternates/Alternatives
Reference Standards
Meetings
Submittals
Construction Schedule
Surveying
Contractor Quality Control
Environmental Protection
Temporary Construction Facilities and Controls
Mobilization and Demobilization
Contract Closeout

DIVISION 2 - SITEWORK

Temporary Water Diversion and Control
Subsurface Data
Subsurface Drilling, Sampling and Testing
Installation of Irrigation Wells
Demolition
Site Preparation
Excavation and Foundation Treatment
Earthwork
Slurry Cutoff Wall
Geosynthetics
Temporary Erosion Control
Asphalt Paving and Surfacing
Culverts
Underdrains
Fences and Gates
Site Restoration
Seeding

DIVISION 3 - CONCRETE

Concrete Formwork
Concrete Reinforcement
Cast-in-Place Concrete
Shotcrete

DIVISION 15 - MECHANICAL

Piping Components
Piping Installation

DIVISION 16 - ELECTRICAL

Electrical Construction Work
Electrical Equipment and Materials

ARTICLE C-2:

Initial Budget

ARTICLE C-2:

Initial Budget

Attachment A-3
Project Budget - Labor and Expenses
Beer-Feather Rivers Levee Setback - Design
Yuba-Feather Supplemental Flood Control Project

Task	Task Description	Labor Hours	Labor Costs	Expenses	Totals
1 Pre-Design / Investigations					
1.1	Site Visits / Data Review	220	24,200	1,000	25,200
1.2	Basis of Design Report	200	22,000	500	22,500
1.3	Field Exploration	2,530	278,300	471,100	749,400
1.4	Baseline Summary Report	200	22,000	500	22,500
	Subtotal	3,150	348,500	473,100	819,600
2 Detailed Design and Contract Documents					
2.1	Engineering Analyses	570	62,700	1,500	64,200
2.2	Geotechnical Design Report	500	55,000	2,000	57,000
2.3	Hydrologic Modeling	700	88,000	2,000	90,000
2.4	Geomorphic Modeling	160	19,000	1,000	20,000
2.5	Design of Environmental Measures	1,100	122,000	3,000	125,000
2.6	Facilities Design, Including Drawings	5,580	613,800	2,000	615,800
2.7	Specifications	800	88,000	2,000	90,000
2.8	Design Report	600	66,000	2,000	68,000
2.9	Construction Cost Estimate and Schedule	250	27,500	1,500	29,000
2.10	Contract Documents	250	27,500	2,000	29,500
	Subtotal	10,510	1,169,500	19,000	1,188,500
3 Bidding Process					
	Subtotal	500	51,000	1,000	52,000
		500	51,000	1,000	52,000
4 Environmental Compliance/Permitting					
	Subtotal	1,100	122,000	3,000	125,000
		1,100	122,000	3,000	125,000
5 Program Management					
5.1	Engineering Management & QA/QC	1,330	181,500	38,500	220,000
5.2	Contract Administration and Legal Services	2,500	250,000	12,000	262,000
5.3	Project Management, Budget Control, and Agencies' (800	130,000	14,000	144,000
	Subtotal	4,630	561,500	64,500	626,000
	Subtotal - Labor and Expenses	19,890	2,250,500	560,600	2,811,100
	Contingency				421,000
	Application Preparation				25,000
	TOTAL (See Note Below)				3,257,100

Notes:

In the Feasibility Study Report, the design cost was estimated as \$2.070 Million.

However this estimate did not include the following items:

Hydrologic modeling

Geomorphic Modeling

Design of environmental measures

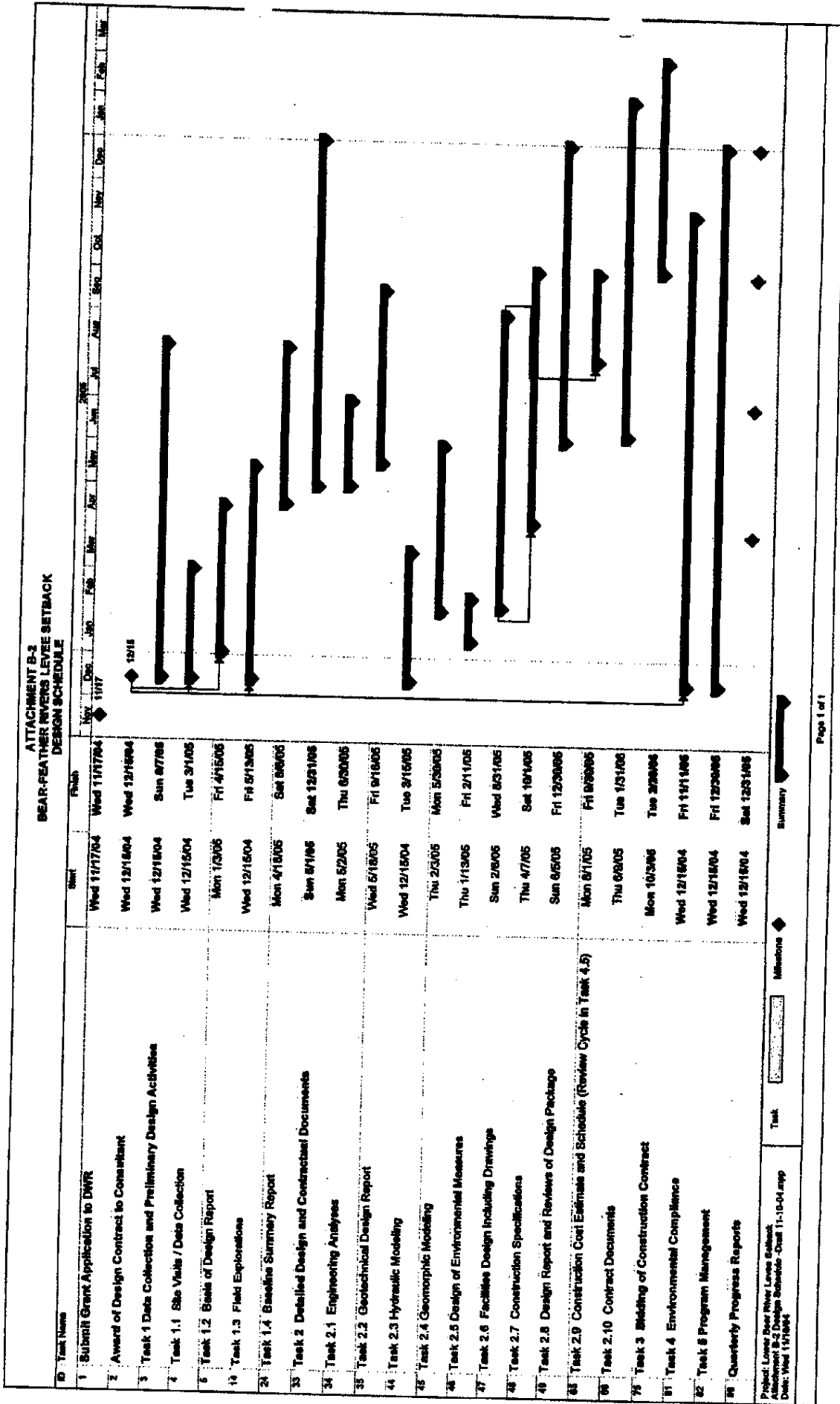
Environmental compliance/permits

Bidding/contract award

Contract administration and legal services

ARTICLE C-3:

Schedule



Project: Lower Bear River Levee Setback
Attachment B-2 Design Schedule - Chart 11-15-04.rpt
Date: Wed 11/17/04

Task

Milestones

Summary