ATTN: All Plan Holders

April 9, 2014

RE: CALIFORNIA DEPARTMENT OF WATER RESOURCES
SPECIAL PROJECT FUNDING AGREEMENT BRADFORD ISLAND (BR-10-1.0)
LEVEE MAINTENANCE AND REHABILITATION PROJECT

Addendum No. 1

The Bid Date REMAINS 3:00 PM on FRIDAY April 11, 2014.

The Contractor must acknowledge this addendum on Item 7 on page 5 of the Bid form.

The contractor is reminded that the Bids are to be received at GME's Office and NOT 1314 Paloma Avenue.

The following revisions shall be made to the plans and specifications:

1. The house located at 181+75 will only be repaired as required to raise it will not be used as a temporary facility.
2. The contractor may furnish a trailer, at station 253+00 with electricity, AC water and sewer for temporary facilities or establish an agreement with the landowner of the house at 178+20. The owner has expressed interest in providing the house and dock for the duration of the job if no more than $8,000 worth of material provided and installed. Do not contact owner prior to bid.
3. The sequence of excavation in the borrow sites will be:
   Site # 1, thence site #2, thence site #4, and thence site #3.
4. There will be an allowance for removal of debris for seven (7) high-sided dump trucks and two (2) flat bed trucks.
5. The contractor's source of water will be out of the District's drainage ditch at the District Pumping Plant.
6. The approximate quantity of toe berm fill, neat in place, is 130,000 cys. The approximate quantity of crown and slope fill, neat in place, is 160,000 cys. These quantities do not include settlement or clearing and grubbing allowances.
7. The houses to be raised and relocated will only be raised in place straight up. The piles will be driven outside of the building footprint. The dimensions of the platform will be determined in the field. For bidding purposes 40 ft caps and stringers shall be used.
8. The well grouting on P-18 will be paid at force account.
9. Peat removal will be paid for as a track walked stockpiled cubic yard in a 5 to 10 ft high stockpile and will require replacement in over finished borrow site grade 2 to 4 ft thick. Approx. quantity 45,000 stk cy. The quantity will be adjusted out of the onsite earth borrow quantity.

10. The existing conditions of the haul roads are likely not suitable for heavy construction loads. Any required modifications to use the roads for the contractor shall be included in the bid. The east west road along the District ditch can be widened to the south up to the ditch.

11. The gangway abutments are the Pile abutments shown on Sheet D-1.

12. Enclosed is the typical detail sheet Typ -1 which was inadvertently left out of the plans.

12a. The approximate quantity of bamboo removal is approximately 35,000 sf.

14. On sheet XS-1 the solid line labeled “hydro data from Temp Barrier engineer” has no significance to this project.

15. Import Fill in schedule 3 will be placed as crown/slope fill along the San Joaquin River between stations 109+00 and 169+00 first and then 217+00 to 227 as available. It shall not be used for toe berm.

16. Cattle will be fenced and controlled by the landowners. The contractor will not be able to work in both borrow sites at once.

17. The 4 piles shown on sheet P-17 will be revised to 3 ea 12” ¼” wall piles and a 40’ W 12x30 cap welded to top of piles.

18. The Quantity of wells to be raised will be revised to 12. Wells shall be extended with matching existing materials and a 4ft x 4ft 8” thick concrete pad reinforced with ¼” commercially available wire mesh rebar.

19. For bidding purposes manholes shall be 6 ft in height. They are located at the septic tanks in the vicinity of, 178+20, 181+50, and 197+00. Bid item 6M includes one as well. The bid item will be 3 total.

20. Vinyl sheetpiles at the pump station are 20 ft in length.

21. Enclosed is the Project Funding agreement BR 10-1.0 between the District and the DWR. Also enclosed is a sample of an approval letter for an invoice from the DWR. Items are provided for reference only and are not a part of this contract.

Another addendum will be issued by tomorrow morning. If you have any additional questions contact me at e-mail: greenmountaindom@hotmail.com

Reclamation District 2059
Bradford Island

Dominick Gulli PE, PLS
District Engineer
PROJECT FUNDING AGREEMENT
for Construction of District
Levee Repair Project on Bradford Island
Agreement No. BR-10-1.0

This Agreement is made and entered into by and between the Department of Water Resources of the State of California, hereinafter referred to as “Department,” and Reclamation District No. 2059 Bradford Island, a political subdivision of the State of California, hereinafter referred to as “Local Agency” and “District.”

WHEREAS, California Water Code Section 12311(a) directs the Department to develop and implement a program of flood control projects on Bethel, Bradford, Holland, Hotchkiss, Jersey, Sherman, Twitchell, and Webb Islands, and other locations in the delta, for the Towns of Thornton and Walnut Grove, and for approximately 12 miles of levees on islands bordering Northern Suisun Bay from Van Sickle Island westerly to Montezuma Slough; and

WHEREAS, Water Code Section 12312 authorizes the Department’s expenditures for flood protection and related habitat mitigation and improvement projects, and requires the Department to seek cost-sharing with beneficiaries, owners, or operators of public facilities benefited by the flood protection projects; and

WHEREAS, Water Code Section 12314 provides that expenditures must be consistent with a net long-term habitat improvement program and have a net benefit for aquatic species in the Delta; and

WHEREAS, Water Code Section 12315 allows such projects to be undertaken by the Local Agency pursuant to an agreement with the Department; and

WHEREAS, the Local Agency and its Engineer have determined that the levees of Bradford Island are in need of rehabilitation and the proposed work is necessary (hereinafter referred to as the “Project”); and

WHEREAS, the Local Agency plans to undertake its Project for Stations 25+00 to 228+00 where it has been found that levee improvements are needed; and

WHEREAS, the Local Agency in its request for Department funding assistance, dated April 12, 2010 proposes to construct levee improvements to provide adequate flood protection; and

WHEREAS, the Department concurs with the District and its Engineer that Department funding for the District's Project is needed to protect identifiable public benefits; and

WHEREAS, the Department may provide partial funding to the Local Agency for planning and design of the project, and completion of CEQA documents; and
PROJECT FUNDING AGREEMENT
for Construction of District Levee Repair Project on Bradford Island Agreement No.BR-10-1.0

WHEREAS, a catastrophic failure of the District's levee in this area would result in loss of life, property damage, impacts to a major water supply facility, damage to underground gas fields and negative environmental impacts; and

WHEREAS, the District's work covered by this Agreement will not proceed until it has complied with all applicable federal, State, and local laws and regulations, and the Department has reviewed a set of plans and specifications, prepared and approved by a California registered civil engineer. The Department shall also review the Scope of Work (SOW), submitted by the District and approved by a California registered civil engineer; and

WHEREAS, the Project's benefits will be consistent with the aquatic and wetland habitat goals and objectives set forth in CALFED's Ecosystem Restoration Program Plan, the San Francisco Estuary Project's Comprehensive Conservation and Management Plan, the Central Valley Project Improvement Act, the Anadromous Fish Restoration Plan, and the fisheries recovery strategies described in the November 1996 Recovery Plan for the Sacramento/San Joaquin Delta Native Fishes; and

WHEREAS, this Project will provide opportunities for the improvement of ecosystem restoration, flood control, water supply and water quality benefits, and conveyance while enhancing levee system integrity consistent with Water Code Section 79553; and

WHEREAS, State funding for the District's Project is consistent with the objectives of the Special Flood Control Project Program, and is consistent with the Delta ecosystem restoration strategy of the CALFED Bay-Delta Program (Water Code Section 12300(d) and (b)); and

WHEREAS, subsidence is a major cause of levee instability; and

WHEREAS, Water Code Sections 12314 and 79050 provide that expenditures must be consistent with a net long-term habitat improvement program and have a net benefit for aquatic species in the Delta; and

WHEREAS, the Local Agency will be required to develop habitat or purchase mitigation credits to mitigate for habitat losses from the proposed levee maintenance and improvement works if impacts are not avoided; and

WHEREAS, Local Agency and DWR and DFG agree that Local Agency has met all of the requirements of Water Code Section 12314 and Water Code Section 12987 in its previous agreements with DWR.
NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. This Agreement covers Department reimbursement for the Local Agency's Project for engineering and construction of levee improvement and rehabilitation activities which will consist of crown improvements between Stations 25+00 to 228+00; toe berm improvements between Stations 25+00 to 69+00, 87+00 to 105+00, 165+00 to 196+00, and 217+00 to 228+00; an exploratory core trench between Stations 25+00 to 165+00 and 195+00 to 228+00; construction of a splash cap between Stations 100+00 to 169+00 and 195+00 to 227+00; stock piling and other emergency response elements; and includes the following tasks:

   a) Construction Engineering Services - This task includes engineering design, topographic surveys, preparation of a Scope of Work (SOW) and plans and specifications, preparation of bids, generation of cost estimates, construction inspection, engineering contract administration, geotechnical evaluation of material placement, compaction testing, preparation of monthly reports, evaluation of billings, funding source coordination, preparation of as-built drawings, and final reports.

   b) Levee Construction – This task, outlined in the April 12, 2010 letter from the Local Agency, includes continued improvement and/or rehabilitation of the levee at the north, west, and east sides of the island from Stations 25+00 to 228+00.

   c) Field Investigations - This task includes field surveys, geotechnical investigation and design, field and soil surveys pertaining to borrow material assessments, soil surveys to determine foundation conditions, and preparation of reports and design files comprised of the data collected in the surveys.

   d) Environmental - This task includes, but is not limited to, obtaining the necessary permits from the U.S. Army Corps of Engineers, National Marine Fisheries Service, Department of Fish and Game (DFG), the Central Valley Regional Water Quality Control Board, and other agencies, complying with the California Environmental Quality Act and related laws, and providing DFG pre-project AB360 impacts and mitigation estimates.

   e) Mitigation - This task includes either the purchase of mitigation credits at a DFG approved mitigation bank or securing land along with the creation of legal documents that will allow for the creation, preservation and long-term management of habitat at a site that is acceptable to DFG.
2. Subject to the availability of State funding and any sharing of costs or financial assistance pursuant to Water Code Section 12312, the Department shall pay up to 100 percent of the cost of work performed by the Local Agency under this Agreement, not to exceed a total amount payable of $5,572,932 for the Project. No payment or reimbursement shall be made for Local Agency administrative services. Reimbursement of automobile mileage that is related to project business will follow the prevailing Federal Standard mileage rate for the cost of operating an automobile. No payment will be made for administrative costs related to mileage. The Department reserves the right to later review the Local Agency's ability to pay to determine if conditions have changed for reimbursement of future projects.

3. Subject to the availability of funds pursuant to this Agreement, Local Agency shall be responsible for providing Local Agency personnel and/or a construction contractor(s) to implement construction measures for its Project in accordance with directions of the District and its Engineer.

4. The Local Agency shall prepare and submit a SOW, District Engineer-approved final plans and specifications, and geotechnical studies/evaluations for the work to be performed. All technical documents and drawings shall be approved by a California registered civil engineer, prior to being submitted to the Department. The Department shall review and concur with the SOW to be performed pursuant to this Agreement prior to any Project costs (excepting those costs related to preparing the SOW) being incurred by Local Agency and shall approve all costs and/or invoices submitted by Local Agency's consultants, contractors, or subcontractors prior to payment by Local Agency. Any Project costs, except those costs related to preparing the SOW, incurred prior to Department concurrence with the SOW shall be ineligible for reimbursement by the Department pursuant to this Agreement. The Local Agency shall also submit the SOW to the Department of Fish and Game (DFG) for review and approval. The SOW shall include a complete project description and costs of all activities along with schedules and completion dates. The schedule will include time for a review of the draft and final plans and specifications by the Department. Any construction costs of the Project incurred by the Local Agency prior to Department review of the District's final plans and specifications shall be ineligible for reimbursement. For reimbursement purposes, Local Agency shall release payments to consultants for work associated with this Agreement only if authorized by the Department. Invoices submitted by Local Agency to Department shall provide detailed descriptions of Project tasks and work performance dates.

5. The Department may pay in advance on a quarterly basis for the work covered by this Agreement. The total amount of such “advance” payments shall not
exceed 90 percent of the total amount payable under this Agreement. If the Department finds that work under this Agreement has not been satisfactorily performed, or where advances exceed total actual reimbursable expenses, Local Agency shall promptly remit to the Department all amounts advanced in excess of total final reimbursable costs as directed by the Department. Upon request of the Department, and before any advance, Local Agency shall post a bond, provide a letter of credit, or execute a deed of trust or other form of security acceptable to the Department that ensures faithful performance of the work set forth in this Agreement. In the event that Local Agency has an outstanding obligation with the Department pursuant to this paragraph, the Department may seek such reimbursement from the Local Agency by any appropriate means, including but not limited to collecting any amount owing to Local Agency from the Department or the Central Valley Flood Protection Board under the Delta Flood Protection Program.

6. If the Department provides an advance payment under this Agreement and the Local Agency will not expend the funds within thirty days, the Local Agency shall deposit the funds in a federally insured interest bearing account at a generally commercially acceptable rate of interest, with the interest accruing to the benefit of the State, to be used for the purposes of the work set forth in this Agreement or as otherwise agreed to by the Local Agency and the Department.

7. Local Agency shall submit quarterly progress reports in duplicate to the Department to account for Project Expenses covered by any advance payment(s) provided to the Local Agency pursuant to Paragraph 5. Local Agency must also submit to the Department progress reports in duplicate covering all remaining reimbursable Project expenses in excess of the total allowable advance payment set forth in this Agreement, but not exceeding the total amount payable under this Agreement. The Department will pay Local Agency no more frequently than monthly in arrears for expenses in excess of the total allowable advance payments. Progress reports for District's Project under this Agreement shall include a detailed description of the work performed including a photographic summary as well as a detailed accounting of expenses incurred (additional copies can be transmitted in digital format). A Completion Report by the District's Engineer with as-built drawings and photographs shall be submitted by the District to the Department at the completion of the Project. A draft Completion Report shall be previously submitted by the District to the Department for review. Detailed expense reports shall consist of, but not be limited to the following: invoices, rental receipts, employee time sheets, and receipts for supplies and equipment. Progress reports shall reference the title of this Agreement and be mailed to the Department of Water Resources, 1416 9th Street, Room 1601, P.O. Box 942836, Sacramento, California 94236-0001, Attention: Delta Levees Program. The Department shall make all reasonable
PROJECT FUNDING AGREEMENT

for Construction of
District Levee Repair Project on Bradford Island
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efforts to process payments for costs in excess of the advance payment, but not exceeding the total amount payable under this Agreement, on a timely and high-priority basis following progress report submittal.

8. The Department shall pay 90 percent of the costs determined to be eligible for reimbursement as provided in Paragraph 1 of this Agreement. The remaining 10 percent, hereinafter referred to as “retention”, shall be paid following successful completion of all services to be performed under this Agreement. The following conditions must be met before retention is released under this Agreement:

a) The Department reserves the right to inspect the District’s Project at any time, including before release of retention.

b) The Department requires a Completion Report and a set of as-built drawings be provided to the Department at completion of the Project. Any changes must be fully documented. Additionally, at completion of its Project, Local Agency shall provide for a final inspection and certification by its Engineer that the Project has been completed in accordance with plans and specifications and any modifications thereto and in accordance with this Agreement.

c) The Department shall not release retention for levee rehabilitation construction and mitigation implementation under this Agreement until DFG has received an AB360 Post Project Retention Release Form, has performed a post project inspection, if necessary, and made a written determination that all habitat mitigation implementation relating to levee rehabilitation construction under this Agreement has been completed to the satisfaction of DFG.

d) Subject to Department and DFG authorization, retention for construction may be released prior to retention for engineering if construction has been completed to the satisfaction of the Department and DFG.

9. The Local Agency shall provide the Department with all relevant engineering/biological data compiled or obtained for the Project. Data monitoring the progress of the on-site construction activities, including, but not limited to piezometer and settlement data, will be provided on a quarterly basis to the Department in digital format. Data collected upon completion of the Project, including, but not limited to as-built surveys, material quantities, quality test data, surveys, and topography shall be provided prior to final reimbursement to the Local Agency, and will be supplied to the Department in both hard copy and digital format. The Department retains the right to maintain and utilize these data in support of any of its activities.
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10. If, during the performance of work on the Project, unforeseen conditions are discovered or events occur that make it clear that the cost of completing work described in this Agreement may exceed the total amount established in Paragraph 2, Local Agency shall immediately notify the Department in writing and the parties shall consult with respect to the problem.

11. No employee, officer, employer, or agent of Local Agency shall participate in the selection or in the award or administration of a contract supported by State funds if a conflict of interest, real or apparent, would be involved. The Local Agency shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 et seq., PCC Sections 10365.5 et seq., PCC Sections 10410 et seq., and Government Code Sections 1090 et seq., and 81000 et seq.

12. Where work under this Agreement is performed under contract, Local Agency shall be responsible for compliance with competitive bidding, prevailing wage provisions, contract administration laws, and all applicable labor laws including, but not limited to the following: PCC Section 20920, et seq. and Water Code Section 50907; and Labor Code Section 1720 et seq. and 1770 et seq. Prior to awarding a contract for a public works project funded in whole or in part under Proposition 50, Proposition 84, or any other source of funding so requiring, Local Agency shall adopt and enforce a labor compliance program pursuant to Labor Code Section 1771.5. Construction work performed by the Local Agency's own forces, which the Local Agency has determined to be exempt from competitive bidding, shall be reimbursed pursuant to the equipment rates established by Caltrans (annual labor surcharge and equipment rental rates) and the Delta Levees Subventions Program. The Caltrans equipment rental rates are available on the Internet at http://www.dot.ca.gov/hq/construc/. Local Agency's failure to comply with Labor Compliance Program requirements is a substantial breach of this Agreement. At the State's request, Local Agency must promptly submit written evidence of Local Agency's compliance with Labor Compliance Program requirements.

13. In accordance with Water Code § 9140, if Local Agency is responsible for the operation and maintenance of a project levee, or if Local Agency operates and maintains a nonproject levee that also benefits land within the boundaries of the area benefitted by a project levee, Local Agency shall prepare and submit to DWR, on or before September 30th of each year, a report of information for inclusion in periodic flood management reports prepared by DWR relating to the project levee. The information shall include all of the following:

   a. Information known to the local agency that is relevant to the condition of the levee.
b. Information identifying known conditions that might impair or compromise the level of flood protection provided by the levee.

c. A summary of the maintenance performed by the local agency during the previous fiscal year.

d. A statement of work and estimated cost for operation and maintenance of the levee for the current fiscal year, as approved by the local agency.

e. Any other readily available information contained in the records of the local agency relevant to the condition or performance of the levee, as determined by the board or the Department.

14. In accordance with Water Code § 9650, if Local Agency receives funding from the State to upgrade a project levee that protects an area in which more than 1,000 people reside, Local Agency responsible for the project levee and any city or county, including charter cities or counties, protected by the project levee shall enter into an agreement to adopt a safety plan within two years. The safety plan shall be integrated into any other Local Agency emergency plan and shall be coordinated with the state emergency plan. The local entity responsible for the operation and maintenance of the project levee shall submit a copy of the safety plan to the Department and the Central Valley Flood Protection Board. No advances or reimbursements shall be made by the State for a levee covered by this paragraph until it receives the agreement from all necessary entities. The safety plan shall include all of the following elements:

a. A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists.

b. A levee patrol plan for high water situations.

c. A flood-fight plan for the period before the State or federal agencies assume control over the flood fight.

d. An evacuation plan that includes a system for adequately warning the general public in the event of a levee failure, and a plan for the evacuation of every affected school, residential care facility for the elderly, and long-term health care facility.

e. A floodwater removal plan.

f. A requirement, to the extent reasonable, that either of the following applies to a new building in which the inhabitants are expected to be the essential service providers:
   1.) The building is located outside an area that may be flooded.
   2.) The building is designed to be operable shortly after the floodwater is removed.
15. Local Agency shall provide all lands, easements, and rights-of-way necessary to complete the Project.

16. Local Agency may be eligible for reimbursement for removal and/or relocations necessary to perform the work described in this Agreement. Actual reimbursements shall be at the sole discretion of the Department. Reimbursement for removal and/or relocations of eligible structures shall be made on a case by case basis based on the following criteria:

   a) Any relocation costs associated with structures within an existing levee footprint will be eligible for reimbursement at the same rates as other Project construction costs.

   b) Any structures outside of the existing levee footprint, but within the footprint of the rehabilitated levee or within the construction work area, must be removed, relocated, or otherwise dealt with at the expense of Local Agency or the owner.

   c) Where structures extend both through the existing levee and into the adjacent landside work area, the cost to remove the encroachment shall be appropriately divided between the Project and the Local Agency before work begins.

17. Local Agency, its Engineer, contractors, subcontractors, and their respective agents and employees required for performing any work for the Project shall act in an independent capacity and not as officers, employees, or agents of the State. Local Agency is solely responsible for planning, design, construction, maintenance, and operation of the Project. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Local Agency's responsibility for its Project. Local Agency shall cooperate in the conduct of any State review or inspection.

18. Local Agency shall maintain records and books relating to the costs and quantities of labor and materials used, purchased, or constructed for, in the performance of this Agreement. The Department shall have full and free access at all reasonable times to review these books and records with the right at any time during office hours to make copies thereof. The Department or the State Controller shall have the right to conduct audits of Local Agency's expenditures for the work done under this Agreement, the purpose of such audits to assure that Special Projects monies are being properly used, that payments are not being made under different assistance programs for the same work, and that Local Agency is seeking the best terms in its use of State funds. Local Agency shall cooperate fully in any such audit and shall maintain all receipts, accounting,
books, invoices, and records pertaining to the work covered under this Agreement for a period of ten years after the work has been performed or the expenses incurred.

19. Local Agency agrees to operate, maintain, and repair its completed levee rehabilitation work pursuant to Water Code Section 12316.

20. Local Agency shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liability for any claims and damages (including inverse condemnation) that may arise out of this Project and this Agreement, including but not limited to, those arising from the planning, design, construction, maintenance and operation of levee rehabilitation measures on Bradford Island for this Project and any breach of the terms of this Agreement. Local Agency shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement. Local Agency shall also require its contractors to have applicable performance and payment bonding in place before commencing work. The Local Agency’s indemnity and related obligations under this Agreement also extend to any similar Department indemnity and related obligations with the U. S. Army Corps of Engineers for emergency assistance, response and rehabilitation of Local Agency’s facilities and the Local Agency hereby expressly assumes those obligations.

21. No waiver or breach of this Agreement shall be held to be a waiver of any other or subsequent breach, and no excuse of any condition or covenant shall be held to be an excuse of any other condition or covenant or of the same conditions or covenant at a subsequent time.

22. Statutory provisions of Delta Levees Flood Control Program found at Water Code Sections 12300 through 12318 are incorporated herein by this reference.

23. Local Agency shall be responsible for keeping informed of and complying with all applicable federal, State, and local laws and regulations, and for similarly requiring same of its contractors, including but not limited to those laws and regulations specifically cited, referenced, or incorporated into its Agreement. Without limiting the foregoing sentence, Local Agency and its contractors shall be responsible for all environmental compliance for levee rehabilitation or other work under this Agreement along with any required mitigation for such work pursuant to Water Code Section 12314.

24. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department and the Department has completed its CEQA
determination as a Responsible Agency. Work that is subject to a CEQA document shall not proceed until and unless concurred with by the Department. Such concurrence is fully discretionary and shall constitute a condition precedent to any such work for which it is required. Once CEQA documentation has been completed, the Department will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

25. The Local Agency shall prepare the environmental documents under CEQA and submit to the Department for evaluation. Costs related to the preparation of CEQA documentation completed prior to commencement of work may be eligible for reimbursement.

26. Local Agency shall apply for federal disaster assistance whenever eligible.

27. Pursuant to Water Code Section 12316(g), Local Agency shall use subsidence control alternatives, where appropriate, to reduce long-term maintenance and improvement costs.

28. In the event any provision in this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. This Agreement may be amended by the mutual consent of the parties hereto.

29. The Department may, in addition to any other remedy available to it, terminate this Agreement and be relieved of any payment obligations should Local Agency fail to perform this Agreement at the time and in the manner herein provided.

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

31. The following Paragraphs shall survive termination of this Agreement:
Paragraphs 2 and 5 through 27.

32. The term of this Agreement shall be effective from the date of the last signature to December 31, 2014.
PROJECT FUNDING AGREEMENT
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DEPARTMENT OF WATER RESOURCES
State of California
By: Gail Newton, Chief
    FloodSAFE Environmental Stewardship and Statewide Resources Office
Date: 12/21/12

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:
By: Ward A. Tabor, Assistant Chief Counsel
Date: 5-6-12

LOCAL AGENCY
Reclamation District 2059
By: Robert Davies, President
Date: 5-17-11

DEPARTMENT OF FISH AND GAME
State of California
APPROVED AS TO CONSISTENCY WITH SB34/AB 360 HABITAT REQUIREMENTS:
By: Robert E. Orcutt, Program Manager
    Delta Levees Habitat Improvement Program
Date: 6/14/11
#1 Typical Cross Section - 3:1 IS Slope with Toe Berm
Station 25+00 to 65+00, 87+00 to 105+00, 169+00 to 208+00

- 6'-12" Salvaged Road Material
- 3'-6" AB OVER
- CL EL = 9.6

#2 Typical Cross Section - 3:1 Slope
Station 68+00 to 97+00, 204+00 to 217+00

- 6'-12" Salvaged Road Material
- 3'-6" AB OVER
- CL EL = 6.6

#3 Typical Cross Section - 3:1 Slope
Station 105+00 to 169+00

- 6'-12" Salvaged Road Material
- 3'-6" AB OVER
- CL EL = 9.6

#4 Typical Cross Section - 3:1 IS Slope + Toe Berm
Station 217+00 to 228+00

- 10 Year Flood Stage
- EL = 6.6

#5 Typical Cross Section - 3:1 IS Slope
Station 25+00 to 65+00, 87+00 to 105+00, 169+00 to 208+00

- 6'-12" Salvaged Road Material
- 3'-6" AB OVER
- CL EL = 9.6

TOE BERM HINGE POINT OFFSETS

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<tr>
<td>199+00</td>
<td>90' L</td>
<td>-2'</td>
<td></td>
</tr>
<tr>
<td>200+00</td>
<td>204+00</td>
<td>65' L</td>
<td>-1'</td>
</tr>
<tr>
<td>205+00</td>
<td>60' L</td>
<td>0'</td>
<td></td>
</tr>
<tr>
<td>206+00</td>
<td>60' L</td>
<td>0'</td>
<td></td>
</tr>
<tr>
<td>207+00</td>
<td>46' L</td>
<td>1'</td>
<td></td>
</tr>
<tr>
<td>217+00</td>
<td>228+00</td>
<td>110' L</td>
<td>-6'</td>
</tr>
</tbody>
</table>

NOTES:
1. EXPLORATORY CORE TRENCH (7" +/- DEEP) AT LHSP OF (E) LEVEE, SEE SPECIFICATIONS (NOT REQUIRED BETWEEN 165+00 TO 195+00.)
2. SALVAGE 18" OF (E) CROWN FILL FROM 3' RIGHT OF CL DOWN AT 1:1 SLOPE @ STA 25+00 TO STA 165+00 & STA 195+00 TO STA 227+00.