

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



June 21, 2007

Col. Ronald N. Light, Colonel, Corps of Engineers
District Engineer
U.S. Army Corps of Engineers
1325 J Street
Sacramento, California 95814

Dear Mr. Light:

Enclosed you will find four copies of the Standard Agreement number 4600000651, Am-4. Please sign all copies of the attached agreement and return **two copies and the original executed agreement** to me at the following address:

Department of Water Resources
Contract Services Office
1416 Ninth Street, Room 354
Sacramento, California 95814

Inquiries concerning the processing of this agreement should be directed to me at the number listed below.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Maria Gomez', with a horizontal line underneath.

Maria Gomez
Contracts Analyst
Contract Services Office
(916) 653-7201

Enclosures

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
4600000651	4
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Water Resources
CONTRACTOR'S NAME
Department of the Army
2. The term of this Agreement is July 10, 1998 through Upon Completion of the Project. This Agreement shall not become effective until approved by the Department of the Army Corps of Engineers.
3. The maximum amount of this Agreement after this amendment is: \$246,000,000.00 Two hundred and forty-six Million Dollars and No Cents.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. Amending the Project Cooperation Agreement for the American River Watershed (Common Features) Project expands the Agreement's definition of "Project" and clarifies the scope of work to include certain improvements authorized in Section 366 of the Water Resources Development Act of 1999, Public Law 106-53. Article I.A under the Definitions and General Provisions is amended to add (1) Mayhew Drain, Raise Levee; (2) Mayhew Drain, Install Closure Structure; (3) Howe Avenue, Raise Levee; (4) Jacob Lane, Strengthen Levee; and (5) Lower American River near Natomas East Main Drainage Canal, Strengthen Levee.
 - B. All other terms and conditions of contract # 4600000651, including Amendments 1, 2, and 3 shall remain the same.

Signatures appear on pages 3 of 5 of the Agreement.**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		CALIFORNIA Department of General Services Use Only  APPROVED JUN 18 2007 IF GENERAL SERVICE 
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		

AMENDMENT NUMBER 4
TO THE
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF CALIFORNIA, THE RECLAMATION BOARD
FOR CONSTRUCTION OF THE
AMERICAN RIVER WATERSHED (COMMON FEATURES), CALIFORNIA PROJECT

THIS AMENDMENT is entered into this 21st day of June, 2007, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and the STATE OF CALIFORNIA, represented by the President of THE RECLAMATION BOARD (hereinafter the "Non-Federal Sponsor").

WITNESSETH, THAT:

WHEREAS, construction of the American River Watershed (Common Features), California Project (hereinafter the "Project") was authorized by Section 101(a)(1) of the Water Resources Development Act of 1996, Public Law 104-303, at a total cost of \$56,900,000;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement on July 13, 1998 (hereinafter the "Agreement") for construction of the Project;

WHEREAS, the Project authorization was modified by Section 366 of the Water Resources Development Act of 1999, Public Law 106-53, to include certain improvements as part of the overall Project, and was amended by Section 366 to increase the total cost of the Project to \$91,900,000;

WHEREAS, the Government and the Non-Federal Sponsor entered into Amendment Number 1 to the Agreement on June 13, 2003, to update the project cost to

\$120.6 million to accommodate the design and construction changes associated with deep foundation slurry cutoff walls required for the Project;

WHEREAS, the Project authorization was further modified by Section 129 of Public Law 108-137, the Energy and Water Development Appropriations Act, 2004, to increase the total cost of the Project to \$205,000,000, and the Government and the Non-Federal Sponsor entered into Amendment Number 2 to the Agreement on September 5, 2006 to update the project cost to \$205,000,000;

WHEREAS, the Government and the Non-Federal Sponsor entered into Amendment Number 3 to the Agreement on July 20, 2006 to allow for the Non-Federal Sponsor to accelerate its provision of funds to the Government; and

WHEREAS, the Government and the Non-Federal Sponsor wish to amend the Agreement's definition of "Project" to include certain improvements authorized in Section 366 of the Water Resources Development Act of 1999, Public Law 106-53.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree that the Agreement is hereby amended in the following particulars but in no others:

1. ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

Article I.A. is amended by adding the following paragraph at the end thereof.:

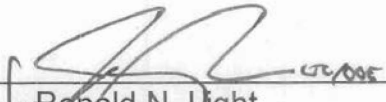
"The term Project shall also mean the following improvements: (1) Mayhew Drain, Raise Levee: raising the left bank of the non-federal levee upstream of the Mayhew Drain for a distance of 4,300 feet by an average of 2.5 feet; (2) Mayhew Drain, Install Closure Structure: constructing a closure structure with gates near mouth of Mayhew Drain; (3) Howe Avenue, Raise Levee: raising the right bank of the American River levee from 1,500 feet upstream to Howe Avenue to 12,000 feet downstream of Howe Avenue bridge (to Northrop Avenue) by an average of 1 foot; (4) Jacob Lane, Strengthen Levee: constructing a 4-foot-deep toe drain along the landside levee toe to control excessive exit gradient--repair work extending from 300 feet west of Jacob Lane to Harrington Way and from 800 feet upstream of River Walk Way to 700 feet downstream of Arden Way; (5) Lower American River near Natomas East Main Drainage Canal, Strengthen Levee: reshaping right bank landside levee side slope to provide a 2H to 1V slope from 500 feet upstream to 1,300 feet upstream of State Highway 160; as generally described in the American River Watershed Project (Common Features), California, Second Addendum to the Supplemental Information Report (SIR), dated March 2002 (revised July 2002), and approved by the Director of Civil Works on 21 October 2002.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Agreement, which shall become effective upon the date it is signed by the authorized representative of the Government.

THE DEPARTMENT OF THE ARMY

THE STATE OF CALIFORNIA
Represented by the Reclamation Board

BY:



Ronald N. Light
Colonel, Corps of Engineers
District Engineer

BY:



Benjamin F. Carter
President
The Reclamation Board

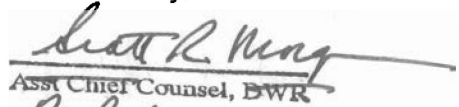
DATE:

6/20/07

DATE:

5/30/07

Approved as to legal form
and sufficiency:



Asst Chief Counsel, BWR
Re Bd.

CERTIFICATE OF AUTHORITY

I, Scott R. Morgan, do hereby certify that I am the principal legal officer of the Reclamation Board of the State of California, that the Reclamation Board is a legally constituted public body with full authority and legal capability to perform, on behalf of the State of California, the terms of the Agreement between the Department of the Army and the State of California, as amended by Amendment Number 4 to the Agreement, in connection with the American River Watershed (Common Features), California, Project, and to pay damages in accordance with the terms of the amended Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the State of California, acting by and through its Reclamation Board, have acted within their statutory authority.

24 IN WITNESS WHEREOF, I have made and executed this certification on this
day of May 2007.

Scott R. Morgan
Scott R. Morgan, Counsel
The Reclamation Board

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: Jay S. Punia
Jay S. Punia
General Manager
The Reclamation Board

DATE: 5/29/07