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

SPECIAL MEETING
AUGUST 28, 2012 – 10:00 A.M.

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Authority only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers should fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

I  ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti

II  CONSENT AGENDA

A  Approve minutes for Final Budget Hearings and regular meeting of August 7, 2012.

III  ACTION ITEMS

A  Award contract to responsive and responsible low bidder for the Upper Yuba Levee Landside Improvement project and authorize Executive Director to execute contract upon review and approval of Counsel, and to issue notice to proceed.

B  Approve Amendment No. 4 to agreement with CTA Engineering and Surveying in the amount of $28,000 for engineering services and authorize Executive Director to execute.

IV  BOARD AND STAFF MEMBERS’ REPORTS

V  ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, Marysville, and www.trlia.org. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

FINAL BUDGET HEARING AUGUST 7, 2012

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Assistant Counsel Andrea Clark, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Final Budget Hearings – Fiscal Year 2012-2013
(Hearing may be continued on a day-to-day basis through August 17, 2012)

I  ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti

II  PUBLIC HEARINGS – FINAL BUDGET FISCAL YEAR 2012/2013

A. Executive Director: Present overview and recommendation for Fiscal Year 2012-2013 Final Budget.
   Executive Director Paul Brunner provided a PowerPoint presentation and brief recap on the following and responded to Board inquiries:
   Fully funded budget:
   - Projected Carryover into 2013/14: $1.4 million
   - Projected Carryover into 2014/15: $3.8 million
   Areas of focus:
   - Upper Yuba Levee Improvement Project Goldfields FEMA certification
   - Compliance with DWR 200 year levee criteria
   - Goldfields solution
   - Levee Access Corridors

B. Board of Directors: Consider and discuss Fiscal Year 2012-2013 Budget.

   Financial Consultant Seth Wurzel presented a PowerPoint presentation regarding Annual Mello-Roos Community Facilities Districts Administration and efforts to restructure to address inequities in rates.

   Mr. Brunner advised he would continue to work with staff and affected agencies and would present a report to the board at a later date.

C  Public Communication: No one came forward.

D. Board of Directors: Provide direction to staff and take action as appropriate for Fiscal Year 2012-2013 Final Budget.
MOTION: Move to approve Final Budget for Fiscal Year 2012/2013 in the amount of $11,181,559
MOVED: John Crippen       SECOND: Jerry Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None        ABSTAIN: None        ABSENT: None

III      ADJOURN: 3:45 p.m. by Chair Griego.

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

_________________________________________      Approved: ______________________
Rachel Ferris, Deputy Clerk
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

AUGUST 7, 2012

MINUTES

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I ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti – All present

II PUBLIC COMMUNICATIONS: No one came forward.

III CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

MOTION: Move to approve MOVED: John Crippen SECOND: Jerry Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

A. Approve minutes of the July 17, 2012 meeting. Approved as written

IV ACTION ITEMS

A. Adopt resolution approving agricultural lease agreement with Heer/Atwal Orchards and authorizing Executive Director to negotiate final terms and execute same. Special Counsel Kelley Pope recapped lease terms and benefits and responded to Board inquiry.

Executive Director Paul Brunner responded to specific inquiries regarding soil amendment.

The following individual spoke: Mr. Sarbdeep Atwal, Atwal Orchards

MOTION: Move to adopt MOVED: John Nicoletti SECOND: Don Graham
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

Adopt Resolution No. 2012-11 entitled: “A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPROVING AGRICULTURAL LEASE WITH HEER/ATWAL ORCHARDS, AND DELEGATING AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE FINAL TERMS AND EXECUTE AGRICULTURAL LEASE.”

B. Adopt resolution declaring certain property identified as APN 018-190-111 and 112 as surplus property and authorizing the same for disposition. Special Counsel Kelley Pope provided a brief recap and responded to Board inquiries.
C. Approve Amendment No. 1 to agreement with ENGEO Inc. in the amount of $350,000 for engineering services for Goldfields high ground evaluation and authorize Executive Director to execute same. Executive Director Paul Brunner provided a PowerPoint presentation depiction of Yuba Goldfields Dredge Tailing elevation map, and responded to Board inquiries.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Rick Brown
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

D. Approve Amendment No. 1 to agreement with AECOM Technical Services, Inc. in the amount of $25,000 for environmental services related to elderberry shrub transplanting and authorize Executive Director to execute same. Executive Director Paul Brunner provided a brief recap and responded to Board inquiries.

MOTION: Move to approve MOVED: Rick Brown SECOND: John Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

V BOARD AND STAFF MEMBERS' REPORTS

Director Griego: commended Paul Brunner and Doug Handen for preparing the Feather River Corridor field trip

Executive Director Paul Brunner
- Feather River Segment III tour with Doug LaMalfa
- Flood Management Association (FMA) conference September 4, 2012
- Signed lease with Mr. Sharma for Sunrise Orchards
- Beekeeper interested in placing hives in the setback area

VI ADJOURN: 4:31 p.m. by Chair Griego.
TO: Three Rivers Levee Improvement Authority Board  
DATE: August 28, 2012  
FROM: Paul G. Brunner, Executive Director  
       Doug Handen, Construction Manager  
SUBJECT: Contract No. PH4 2012-01 Upper Yuba Levee Improvement Project, Levee Landside Improvement, Sta 5+80 to 9+00  
        Authorization to Award Contract and Issue Notice to Proceed

**Recommended Action:**

Approve the recommended responsive and responsible Lowest Bidder, and delegate authority to the Executive Director to award, sign, execute Contract, and issue Notice to Proceed (NTP) to the recommended bidder of the Upper Yuba Levee Improvement Project, Levee Landside Improvement, Sta 5+80 to 9+00.

**Background:**

Construction and bid documents for the Project were issued to bidders following the prior TRLIA Board approval as discussed at the July 17, 2012 meeting. The project was advertised for bid on July 20, 2012 and the bidding of the project followed the public bidding requirements. The bid documents included a bid opening date of August 24, 2012.

**Anticipated schedule**

The following are projected milestone dates and schedule for the construction of the Project:

- **Issuance of Contract**  
  - September 4, 2012
- **Notice to Proceed- submittals**  
  - September 4, 2012
- **Notice to Proceed- construction**  
  - September 17, 2012
- **Construction Period**  
  - September 17, 2012 to November 1, 2012

The recommendation to delegate the authority to award the contract and issue Notice to Proceed to the Executive Director is based on the following items:

- **Determination of Lowest Responsive Bidder:** The bid opening for this project is on Friday August 24, 2012 which is subsequent to the deadline of the submittal of reports to be included in the Agenda for the August 28th Board Meeting. A summary of bid results and a recommendation for award will be presented at the August 28th Board Meeting. The contract may not be ready to sign on August 28th, since there may be items that need to be worked out with the low bidder.
Permits: Environmental permits for this work have been completed. A CVFPB encroachment permit is anticipated to be approved at the August 24th, 2012 Meeting of the CVFPB. This permit must be obtained prior to commencing construction. Conditions within the encroachment could impact when a Notice to Proceed is given.

Real Estate Acquisition and Relocations: TRLIA has been actively pursuing all real estate acquisitions in order to perform and complete the project. TRLIA anticipates that the final relocations shall be complete and the project shall be ready for construction prior to September 15, 2012. Real Estate actions could impact when a Notice to Proceed is given.

Timing of Contract/Award:

The bid documents state that TRLIA reserves the right to award a contract within 90 days of the bid date, based on the availability of funding and the permit. Bid results will be presented to the TRLIA Board for approval of award prior to the execution of a contract and notice to proceed.

Fiscal Impact/Funding:
Funding for this project is from the State/TRLIA Upper Yuba River Levee Improvement EIP Funding Agreement.

The Engineer’s Estimate for the construction cost of this project is $335,700. The State has approved the Project for EIP funding and will share in the construction cost. The Funding Agreement cost sharing is Local 30% and State 70%. The “Instructions to Bidders” included in the bid documents will describe that an award of the project will be subject to the confirmation of funding, permitting, and land acquisition.

Attachment

- Form of Contract/Construction Agreement

Attachment Pending:

- Bid Results summary – bids to be opened 8/24/12 @ 3:00 pm and results presented at the Board meeting.
PROPOSAL TO THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

CONTRACT NO. PH4 2012-01

NAME OF BIDDER
________________________________________________________

BUSINESS ADDRESS
________________________________________________________

TELEPHONE NO. ( )
________________________________________________________

The work to be done and referred to herein is in Yuba County, State of California:

LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

CONTRACT NO. PH4 2012-01

The project shall be constructed in accordance with the aforementioned Contract Documents and the provisions stated herein (including the payment of not less than the minimum wage rates set forth herein). Labor Surcharge and Equipment Rental Rates to be used under this contract shall be listed in the State of California Department of Transportation Division of Construction publication entitled, "Labor Surcharge and Equipment Rental Rates," that are in effect when the work is accomplished and the current applicable General Prevailing Wage Rates of the State of California Department of Industrial Relations.

Addendum No. 1 (Date Received): ________________  Contractor’s Initials: ______

Addendum No. 2 (Date Received): ________________  Contractor’s Initials: ______

Addendum No. 3 (Date Received): ________________  Contractor’s Initials: ______

Addendum No. 4 (Date Received): ________________  Contractor’s Initials: ______

Addendum No. 5 (Date Received): ________________  Contractor’s Initials: ______

Addendum No. 6 (Date Received): ________________  Contractor’s Initials: ______

The work to be done is specified in the attached Contract Documents.
LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

CONTRACT NO. PH4 2012-01

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit item price shall prevail, except as provided in (a) or (b), as follows:

(a). If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

(b). (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Departments Final Estimate of cost.

If this Proposal shall be accepted and the undersigned fails to enter into the Contract and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the TRLIA within 8 days, not including Sundays and legal holidays, after the bidder has received notice from the TRLIA that the Contract has been awarded, the TRLIA may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the TRLIA.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those names herein; that this Proposal is made without collusion with any other person, firm, or corporation, and in submitting this Proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by the Federal requirements set forth in these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the TRLIA of Yuba in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Orange Barrier/Silt Fence</td>
<td>1,050</td>
<td>LF</td>
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<td></td>
</tr>
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<td>4</td>
<td>Straw Wattle</td>
<td>450</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Stabilized Construction Entrance</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Clearing and Grubbling</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Demolition (Site)</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Topsoil Stripping</td>
<td>0.25</td>
<td>AC</td>
<td></td>
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<tr>
<td>9</td>
<td>Sawcutting Pavement</td>
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<td>LF</td>
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<td>10</td>
<td>AC/AB Demolition</td>
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<td>11</td>
<td>Excavation</td>
<td>1,600</td>
<td>CY</td>
<td></td>
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<td>12</td>
<td>2-Inch Slotted SCH 80 PVC Pipe</td>
<td>300</td>
<td>LF</td>
<td></td>
<td></td>
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<td>13</td>
<td>2-Inch SCH 80 PVC Pipe (Non Slotted)</td>
<td>45</td>
<td>LF</td>
<td></td>
<td></td>
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<td>14</td>
<td>Fill - Levee Embankment (From Import)</td>
<td>2,100</td>
<td>CY</td>
<td></td>
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<tr>
<td>15</td>
<td>Drain Inlet (16-inch by 16-inch)</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>16</td>
<td>12-inch Perforated SCH 80 PVC Pipe</td>
<td>151</td>
<td>LF</td>
<td></td>
<td></td>
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<td>17</td>
<td>24-inch Diameter Inlet Drain (No Base)</td>
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<tr>
<td>18</td>
<td>Aggregate Base</td>
<td>585</td>
<td>TN</td>
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<td>19</td>
<td>Bituminous Concrete Pavement</td>
<td>450</td>
<td>TN</td>
<td></td>
<td></td>
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<td>23</td>
<td>Signage</td>
<td>2</td>
<td>EA</td>
<td></td>
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<tr>
<td>24</td>
<td>Erosion Control Seeding</td>
<td>0.45</td>
<td>AC</td>
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<td></td>
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<tr>
<td>25</td>
<td>Permanent Fencing (Pipe Fence)</td>
<td>80</td>
<td>LF</td>
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<td></td>
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<tr>
<td>26</td>
<td>Permanent Fencing (Chain Link)</td>
<td>285</td>
<td>LF</td>
<td></td>
<td></td>
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<tr>
<td>27</td>
<td>Pipe Gate</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Chain Link Rolling Gate</td>
<td>2</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Haul &amp; Waste (Unsuitable Material)</td>
<td>2,500</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

BID PROPOSAL ITEMS

Notes:
1. All quantities are in place quantities.
2. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may be cause for rejection of bids.
3. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.
4. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Owner will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for award.
5. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.
6. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Owner. The option may be exercised at any time up to within 14 calendar days of the contract completion date. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Owner. The price for exercise of the option includes all work and effort associated with the scope of that item. No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work.
7. EFARS 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)
   (a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:
      (1) Obviously misplaced decimal points will be corrected;
      (2) Discrepancy between unit price and extended price, the unit price will govern;
      (3) Apparent errors in extension of unit prices will be corrected;
      (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
   (b) For the purpose of bid/offer evaluation, the Owner will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.
   (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid/offer is low.

CONTRACT DOCUMENTS
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ____________________________________________, hereby certifies that he has ____ has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.07(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontractors unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has_______, has not_______ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NOTICE TO CONTRACTORS
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 1062, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ______________ No ______________

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the Three Rivers Levee Improvement Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidder are cautioned that making a false certification may subject the certifier to criminal prosecution.
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by a federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exception will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution of administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NOTICE TO CONTRACTORS
NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, 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 Federal 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 marking 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 Federal 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 or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

This certification is 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

NOTICE TO CONTRACTORS
### DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<td>d. loan</td>
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<td>e. loan guarantee</td>
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<tr>
<td>f. loan insurance</td>
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For Material Change Only:

year _______ quarter _______

date of last report _______

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<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
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<tbody>
<tr>
<td>Prime</td>
<td>Congressional District, if known</td>
</tr>
<tr>
<td>Subawardee</td>
<td>Congressional District, if known</td>
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<tr>
<td>Tier ________, if known</td>
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<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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<tr>
<td></td>
<td>CFDA Number, if applicable</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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<tr>
<th>10. a. Name and Address of Lobby Entity</th>
<th>b. Individuals Performing Services (including address if different from No. 10a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If individual, last name, first name, MI)</td>
<td>(last name, first name, MI)</td>
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</table>

(attach Continuation Sheet(s) if necessary)

<table>
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<tr>
<th>11. Amount of Payment (check all that apply)</th>
<th>13. Type of Payment (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ _______________ □ actual □ Planned</td>
<td>a. retainer □ b. one-time fee □ c. commission □ d. contingent fee □ e. deferred □ f. other, specify</td>
</tr>
</tbody>
</table>

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<tr>
<th>12. Form of Payment (check all that apply):</th>
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<tbody>
<tr>
<td>□ a. cash □ b. in-kind; specify: nature: ____________ value: ____________________</td>
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<tr>
<th>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</th>
</tr>
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</table>

(attach Continuation Sheet(s) if necessary)

<table>
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<tr>
<th>15. Continuation Sheet(s) attached:</th>
<th>Yes □ No □</th>
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<tr>
<th>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: ___________________________ Print Name: ___________________________ Title: ___________________________ Telephone No.: ___________________________ Date: ___________________________</td>
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Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

NOTICE TO CONTRACTORS
INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a).
    Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

NOTICE TO CONTRACTORS
Accompanying this proposal is (notice: insert the words "cash($______)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)
in amount equal to at least ten percent of the total of the bid.
The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE**

If bidder or other interested person is a corporation,
state legal name of corporation, also names of the
president, secretary, treasurer, and manager thereof; if a
copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other
interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. __________________ Classification(s) __________________

**ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in
Addenda number/s __________________
(Fill in addenda numbers if addenda have been received and insert, in this
Proposal, any Engineer's Estimate sheets that were received as part of the
addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California,
that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are
ture and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment
and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my
signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and
the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section
112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment
and Suspension Certification are true and correct.

Date: ______________________________

Sign Here ______________________________

Business Address ______________________________

Place of Business ______________________________

Place of Residence ______________________________

**NOTICE TO CONTRACTORS**
BIDDER'S BOND
STATE OF CALIFORNIA

Know all persons by these presents,

That we ____________________________, as principal, and ____________________________,

as surety, are held and firmly bound unto TRLIA in the penal sum of ten percent (10%) of the total amount of
the bid of principal above name, submitted by said principal to TRLIA for the work described below, for the
payment of which sum is lawful money of the United States, well and truly to be made, to TRLIA to which said
bid was submitted, successors, jointly and severally, firmly by these presents. In no case shall the liability of the
surety hereunder exceed the sum of $__________________________.

The condition of this obligation is such,

That whereas the principal has submitted the above mentioned bid to TRLIA, as aforesaid, for certain
construction specifically described as follows, for which bids are to be opened at the office of HDR
Engineering, 2365 Iron Point Road, Suite 300, Folsom, California 95630 on __August 24, 2012__.

Now, therefore, if the aforesaid Principal is awarded the Contract and, within the time and manner required
under the Specifications, after the prescribed forms are presented to him for signature, enters into a written
Contract, in the prescribed form, in accordance with the bid, and files two bonds with the TRLIA, one to
guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law,
then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

NOTICE TO CONTRACTORS
In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all cost incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

In witness whereof, we have hereunto set our hands and seals on this _________ of ________________, 20__.  

__________________________ (Seal)  
__________________________ (Seal)  
__________________________ (Seal)  
Principal  
__________________________ (Seal)  
__________________________ (Seal)  
__________________________ (Seal)  
Surety  
__________________________  
Address  

NOTE: Signatures of those executing for the surety must be properly acknowledged.

The Bidder shall list the name and address of each subcontractor, required to whom the Bidder proposes to subcontract portions of the work as required by the provisions in Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications and Section 2-1.01, “General,” of these special provisions.
ATTACHMENT A

LIST OF SUBCONTRACTORS

The following are the portions (types), name and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in, or about, the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of the limits specified in Section 2 of the attached Technical Specifications. The bidder is directed to other requirements and effects of the designation of subcontractors contained in Section 2 of the attached Technical Specifications.

The low bidder, or apparent low bidder, shall submit a listing of license numbers by subcontractor within ten (10) days of bid opening.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Place of Business</th>
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ATTACHMENT B

BIDDER'S EXPERIENCE QUESTIONNAIRE

INSTRUCTIONS:

The bidder shall submit to the Agency, with the proposal, a fully-completed copy of this questionnaire, wherein the bidder submits his/her own and appropriate subcontractor's qualifications and experience in performing work. Failure to comply with this requirement shall render the bid non-responsive and shall result in its rejection. Supplemental sheets may be included as required to provide information.

See attached pages for the following areas:

Section 1 Earthwork Contractor's Qualifications

Section 2 Earthwork Contractor's Project Personnel's Qualifications

Section 3 Contractor's General References
Section 1 – Earthwork Contractor's Qualifications. List at least three (3) levee or dam projects that the Contractor has completed since January 1, 1990. Briefly describe construction activities, emphasizing similar construction activities to this project specifically including (1) levee or dam construction, or (2) levee or dam degrading and reconstruction for the purposes of cutoff wall construction. Projects shall have included a minimum levee or dam embankment quantity of 75,000 cubic yards.

Project 1: Name: ____________________________
Location: __________________________________
Start Date: ___________________ Embankment Quantity: ___________________
Completion Date: _________________ Contract Amount: _________________
Owner's Representative: __________________________ Phone: _______________
Owner Contact; Name: _________________________ Phone: _______________
Construction Activity Description: ________________________________________

Project 2: Name: ____________________________
Location: __________________________________
Start Date: ___________________ Embankment Quantity: ___________________
Completion Date: _________________ Contract Amount: _________________
Owner's Representative: __________________________ Phone: _______________
Owner Contact; Name: _________________________ Phone: _______________
Construction Activity Description: ________________________________________

Performed Work as: Prime Subcontractor
Contractor ____________________________ Yes/No ____________________________ Yes/No

NOTICE TO CONTRACTORS
Section 2 - Earthwork Contractor’s Project Personnel’s Qualifications. Identify the individuals, including the project manager and site superintendent, who will be in responsible charge of the project. For each individual, include a list of at least three (3) reference projects on which the individual held the same position. The project manager shall have a minimum of five (5) years experience as a project manager on earthwork projects, and superintendents shall have a minimum of three (3) years experience on earthwork projects placing a minimum of 75,000 cy of compacted fill. Substitution for identified individuals will not be permitted without the prior written consent of the Agency.

Individual’s Name: ________________________________
Present Position in the Organization: ________________________________
Proposed Position for Project: ________________________________
Years of Experience in Position Proposed for Project: ____________
Percentage of On-Site Time Individual will spend Managing/Supervising the Work: ____________

Reference Projects:

1. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: __________________ Phone: ____________________
   Position Held by Individual: ________________________________
   Project Start/End Dates: ________________________________
   Construction Activity Description:
   ________________________________
   ________________________________
   ________________________________

2. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: __________________ Phone: ____________________
   Position Held by Individual: ________________________________
   Project Start/End Dates: ________________________________
   Construction Activity Description:
   ________________________________
   ________________________________
   ________________________________

NOTICE TO CONTRACTORS
3. Project Name: ______________________________
   Owner’s Representative: ________________________
   Owner’s Contact; Name: _________________________ Phone: ________________________
   Position Held by Individual: ______________________
   Project Start/End Dates: ________________________
   Construction Activity Description:
   ____________________________________________
   ____________________________________________

4. Project Name: ______________________________
   Owner’s Representative: ________________________
   Owner’s Contact; Name: _________________________ Phone: ________________________
   Position Held by Individual: ______________________
   Project Start/End Dates: ________________________
   Construction Activity Description:
   ____________________________________________
   ____________________________________________

Individual’s Name: ________________________________
Present Position in the Organization: __________________
Proposed Position for Project: _________________________
Years of Experience in Position Proposed for Project: ________
Percentage of On-Site Time Individual will spend Managing/Supervising the Work: ________

Reference Projects:

1. Project Name: ______________________________
   Owner’s Representative: ________________________
   Owner’s Contact; Name: _________________________ Phone: ________________________
   Position Held by Individual: ______________________
   Project Start/End Dates: ________________________
   Construction Activity Description:
   ____________________________________________
   ____________________________________________
2. Project Name: __________________________
   Owner’s Representative: ______________________
   Owner’s Contact; Name: __________________ Phone: ________________
   Position Held by Individual: ________________________
   Project Start/End Dates: ________________________
   Construction Activity Description:
   _____________________________________________
   _____________________________________________

3. Project Name: __________________________
   Owner’s Representative: ______________________
   Owner’s Contact; Name: __________________ Phone: ________________
   Position Held by Individual: ________________________
   Project Start/End Dates: ________________________
   Construction Activity Description:
   _____________________________________________
   _____________________________________________

4. Project Name: __________________________
   Owner’s Representative: ______________________
   Owner’s Contact; Name: __________________ Phone: ________________
   Position Held by Individual: ________________________
   Project Start/End Dates: ________________________
   Construction Activity Description:
   _____________________________________________
   _____________________________________________

   Individual’s Name: ________________
   Present Position in the Organization: ________________________
   Proposed Position for Project: ________________________
   Years of Experience in Position Proposed for Project: ________________
   Percentage of On-Site Time Individual will spend Managing/Supervising the Work: _________
Reference Projects:

1. Project Name: ______________________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ________________
   Position Held by Individual: ________________________
   Project Start/End Dates: ___________________________
   Construction Activity Description: __________________

2. Project Name: ______________________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ________________
   Position Held by Individual: ________________________
   Project Start/End Dates: ___________________________
   Construction Activity Description: __________________

3. Project Name: ______________________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ________________
   Position Held by Individual: ________________________
   Project Start/End Dates: ___________________________
   Construction Activity Description: __________________

4. Project Name: ______________________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ________________
   Position Held by Individual: ________________________
   Project Start/End Dates: ___________________________
   Construction Activity Description: __________________

NOTICE TO CONTRACTORS
**Individual’s Name:** ________________________________

**Present Position in the Organization:** ________________________________

**Proposed Position for Project:** ________________________________

**Years of Experience in Position Proposed for Project:** ________________________________

**Percentage of On-Site Time Individual will spend Managing/Supervising the Work:** _________

**Reference Projects:**

1. **Project Name:** ___________________________________
   **Owner’s Representative:** ____________________________
   **Owner’s Contact; Name:** ____________________________ **Phone:** ________________
   **Position Held by Individual:** ________________________
   **Project Start/End Dates:** ____________________________
   **Construction Activity Description:** __________________

2. **Project Name:** ___________________________________
   **Owner’s Representative:** ____________________________
   **Owner’s Contact; Name:** ____________________________ **Phone:** ________________
   **Position Held by Individual:** ________________________
   **Project Start/End Dates:** ____________________________
   **Construction Activity Description:** __________________

3. **Project Name:** ___________________________________
   **Owner’s Representative:** ____________________________
   **Owner’s Contact; Name:** ____________________________ **Phone:** ________________
   **Position Held by Individual:** ________________________
   **Project Start/End Dates:** ____________________________
   **Construction Activity Description:** __________________

4. **Project Name:** ___________________________________
   **Owner’s Representative:** ____________________________

**NOTICE TO CONTRACTORS**
Owner’s Contact; Name: ___________________ Phone: ___________________
Position Held by Individual: _____________________________________________
Project Start/End Dates: _______________________________________________
Construction Activity Description:

|____________________________________________________________________|
|____________________________________________________________________|
|____________________________________________________________________|

NOTICE TO CONTRACTORS
Section 3 - Contractor's General References. Identify a minimum of three (3) general references including contact names and phone numbers of each reference. References should not be suppliers and should not be subcontractors identified in Attachment A or Attachment B or any other member of the Bidder's team.

A. Name: __________________________________________
   Agency/Organization: _______________________________
   Relationship to Bidder: ____________________________
   Address: ________________________________________
   Phone Number: __________________________________

B. Name: __________________________________________
   Agency/Organization: _______________________________
   Relationship to Bidder: ____________________________
   Address: ________________________________________
   Phone Number: __________________________________

C. Name: __________________________________________
   Agency/Organization: _______________________________
   Relationship to Bidder: ____________________________
   Address: ________________________________________
   Phone Number: __________________________________

D. Name: __________________________________________
   Agency/Organization: _______________________________
   Relationship to Bidder: ____________________________
   Address: ________________________________________
   Phone Number: __________________________________

E. Name: __________________________________________
   Agency/Organization: _______________________________
   Relationship to Bidder: ____________________________
   Address: ________________________________________
   Phone Number: __________________________________

NOTICE TO CONTRACTORS
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA

AGREEMENT

LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

CONTRACT NO. PH4 2012-01

THIS AGREEMENT, made and concluded this __________ day of __________, 20__, between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), Party of the first part
and ____________________________________________
(the "Contractor"), party of the second part.

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

The work to be done is described in detail in the Contract Documents as listed in the “Notice to Contractors,”
copies of which have been made available to the bidder.

LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

CONTRACT NO. PH4 2012-01

Said project Special Provisions are hereby made a part of this CONTRACT NO. PH4 2012-01

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

ARTICLE III.-- The State general prevailing wages are hereby specifically referred to and by this reference are
made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be
any conflict between the terms of this instrument and the bid or Proposal of said Contractor, then this instrument

NOTICE TO CONTRACTORS
shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

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

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

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

ARTICLE VII -- The Contractor shall defend, indemnify, and save harmless COUNTY OF YUBA and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section G6-03 of these Specifications.

ARTICLE VIII -- This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of COUNTY OF YUBA in the same manner as if such parties had been expressly named herein.

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

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

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

ARTICLE IX -- In addition to its rights under Articles G5-17 and G5-18 of the General Specifications, TRLIA shall have the right to terminate this agreement without cause. In the event of such termination and in accordance with Articles G5-20 and G5-21 of the General Specifications, the Contractor shall be entitled to payment for all work done up to the time of termination.

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

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

BY

Chairman of the TRLIA Board of Directors

DATE

ATTEST:

Clerk of the TRLIA Board of Directors

CONTRACTOR:

______________________________

______________________________

______________________________

______________________________

License Number

______________________________ (Seal)

Date

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

______________________________

TRLIA General Counsel

DATE

NOTICE TO CONTRACTORS
PERFORMANCE BOND

LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

CONTRACT NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Three Rivers Levee Improvement Authority has awarded to _____, as principal, hereinafter designated as the "Contractor," a contract for the following work within Yuba County:

LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

AND WHEREAS, the Contractor is required to furnish a Bond in connection with said contract guarantying faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the Three Rivers Levee Improvement Authority in the sum of _____________ ($______)(which amount is not less than one hundred percent (100%) of the Contract prices) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract, including the provisions therein for liquidated damages, and any alteration thereof made as therein provided, on his or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the said Three Rivers Levee Improvement Authority, its officers and agents, as herein stipulated, then this obligation shall become and be null and void, otherwise, it shall be and remain in full force and virtue.

No prepayment, or delay in payment, and no change, extension, addition or alteration of any provisions of said contract or in the specifications agreed to between the Contractor and the said County of Yuba, and no forbearance on the part of the said Three Rivers Levee Improvement Authority, shall operate to relieve any surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the California Civil Code.

NOTICE TO CONTRACTORS
IN WITNESS WHEREOF, we hereunto set our hands and seals on this ______________ day of ______________, 20__.  

SURETY  
______________________________  

By ____________________________  
   Attorney in Fact  

CONTRACTOR  
______________________________  

______________________________  
by ____________________________  
Title ____________________________  

NOTE: Signature of those executing for the Surety must be properly acknowledged.  

NOTICE TO CONTRACTORS
LABOR AND MATERIAL PAYMENT BOND

CONTRACT NO. PH4 2012-01

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Three Rivers Levee Improvement Authority has awarded to _________________ as principal, hereinafter designated as the "Contractor," a contract for performing the following work in Yuba County:

LEVEE LANDSIDE IMPROVEMENT
STA 5+80 TO 9+00 (PLM 0.38 TO 0.44)

CONTRACT NO. PH4 2012-01

AND WHEREAS, said Contractor is required by the provisions of Sections 3247 through 3252 of the California Civil Code to furnish a Bond in connection with said Contract, as hereinafter set forth;

NOW, THEREFORE, as the undersigned Contractor and Surety are held firmly bound unto the Three Rivers Levee Improvement Authority in the sum of _______________ dollars ($______________) (which amount is not less than one hundred percent (100%) of the Contract price) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITIONS this obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors of assigns, or subcontractors shall fail to pay for any materials, provision, provender or other supplies or teams, implements or machinery, used in, upon or about the performance of work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor and required by the provisions of Section 3247-3252 of the California Civil Code, and provided that the claimant shall have complied with provisions of said Code; the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this Bond said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of California Civil Code, so as to give right of action to them or their assigns in any suit brought upon this Bond.

No prepayment, or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or in the Specifications agreed to between the Contractor and the said Three Rivers Levee Improvement Authority, and no forbearance on the part of the said County of Yuba, shall operate to relieve and Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such Surety is hereby given, and said Surety hereby waives the provisions of Section 2819 of the California Civil Code.

NOTICE TO CONTRACTORS
CONTRACTOR

________________________________________

________________________________________

BY ________________________________

TITLE ______________________________

SURETY

________________________________________

BY ________________________________

NOTE: Signatures of those executing for the Surety must be properly acknowledged.
August 28, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
        Larry Dacus, Design Manager
SUBJECT: Consider Approval of Fourth Contract Amendment to CTA Engineering and Surveying Professional Services Contract

Recommended Action:
Approve a contract amendment #4 (attached) to the basic CTA Engineering and Surveying contract for engineering services and authorize Executive Director to sign and execute upon review of General Counsel.

Discussion:
TRLIA entered into a professional services contract with CTA on March 2, 2010 to perform surveying services for the Yuba, Feather and Bear levee repairs land acquisition actions and has amended the contract three times to accomplish additional unforeseen tasks. TRLIA now has a need for additional surveying services in defining and delineating land uses within the recently acquired Feather Setback Area. The lands within the setback area are currently used for several purposes and TRLIA needs to determine acreages for each use. This will assist in reserving certain lands for required mitigation and maintenance purposes and in the transfer of remaining lands to the State in the future.

CTA has been providing surveying services in a timely and professional manner has knowledge and experience of survey conditions in Yuba County and with the parcels that were acquired for the Feather Setback levee and has provided similar services in an expedient manner and at a reasonable cost in the past. The proposed amendment will increase the current contract by $28,000 to a total of $165,000. This amendment will also extend the contract termination date to December 31, 2013.

Fiscal Impact:
This amendment would increase the contract by $28,000 for services on a time-and-expenses basis, to a maximum amount not to exceed a total contract amount of $165,000. The expenses for doing these services will be partially funded by the State through Prop 1E funding per the Feather River EIP Funding Agreement (Feather River Segment 2).

Attachment:
CTA Engineering and Surveying Amendment 4 with Exhibit 1
AMENDMENT NO. 4

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
CTA ENGINEERING AND SURVEYING

THIS FOURTH AMENDATORY AGREEMENT is made effective August _____, 2012, by and between Three Rivers Levee Improvement Authority ("TRLIA") and CTA Engineering and Surveying ("the Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:

   1.1. Effective March 2, 2010 the parties entered into an Agreement for Professional Services relating to Surveying Services for TRLIA’s Construction Program.

   1.2. Effective August 3, 2010 the parties entered into the first Amendatory Agreement.

   1.3. Effective February 15, 2011 the parties entered into the second Amendatory Agreement.

   1.4. Effective January 17, 2012 the parties entered into the third Amendatory Agreement.

   1.5. Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

   1.6. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

2. **Fourth Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:

   2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and CTA.) is amended by the addition of effort to the original tasks described in the scope of services attached to this amendment agreement, Exhibit 1.
2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and CTA Engineering and Surveying, are amended to include the additional amount of $28,000 for a total contract amount of $165,000.

2.3. The Termination Date in Clause 2 and A.2 is amended to extend to December 31, 2013.

3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement as amended shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _________________, 2012.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

CTA ENGINEERING AND SURVEYING

Paul G. Brunner
Executive Director

Kevin A. Heeney
Vice-President

ATTEST:
DONNA STOTLMEMEYER
CLERK OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL
EXHIBIT 1
FOR CTA AMENDMENT 4

CTA ENGINEERING AND SURVEYING
SCOPE OF WORK
ADDITIONAL TASK
FEATHER SETBACK DELINEATION OF LAND USE

TRLIA has need for additional surveying services in defining and delineating land uses within the recently acquired Feather Setback Area. The lands within the setback area are used for several purposes and TRLIA wishes to determine acreages for each use. With this in mind, CTA is requested to accomplish the following:

- Map the line which marks the east edge of the Vegetated Wave Buffer. TRLIA will provide staff field assistance in determining this line.
- Map the line which marks the west edge of the Vegetated Wave Buffer. TRLIA will provide staff field assistance in determining this line.
- Field mark the west edge of the Vegetated Wave Buffer. Field marks shall be Carsonite Roadmarkers, CRM-375 or Carsonite Dual-Sided Utility Marker, CIB-380 (with decals) at 200 foot intervals for approximately 29,000 lineal feet of right of way. Post will be set “on-line” along the delineated west edge of the Vegetated Wave Barrier. In areas that continue to be farmed, the markers shall be placed in existing planted rows in a way that will not impede farm equipment passage between rows.
- Map the Feather River Elderberry Transplant Area (FRET). TRLIA will provide staff field assistance in determining this area.
- Map the CA Yuba 5 archaeological area. TRLIA will provide staff field assistance in determining this area.
- Map the Floodplain Drainage Swale Wetlands Mitigation area. TRLIA will provide staff field assistance in determining this area. Area needs to be at least 6 acres.
- Map the Messick Lake Wetlands Mitigation area. TRLIA will provide staff field assistance in determining this area. Area needs to be at least 24.4 acres.
- Newly mapped areas along with other existing information will be used to determine the acreages required to populate the attached table. The intent is to break each acquired parcel and partial parcel into the identified use areas.