In Compliance with California Executive Orders N-25-20 and N-29-20 members of the Board of Directors and members of the public will participate in this meeting by teleconference. The call in information for the Board of Directors and the public is as follows:

Call in No.: 1-877-304-9269
Passcode: 309794

Any member of the public on the telephone may speak during Public Communications. During this period of modified Brown Act Requirements, Three Rivers Levee Improvement Authority will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

I. ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez

II. PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern within the jurisdiction of TRLIA which is not on today’s agenda. The total amount of time allotted shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the secretary.

III. CONSENT ITEMS

A. Approve special meeting minutes of March 31, 2020.

B. Approve contract Amendment No. 7 with Kim Floyd Communications, to extend contract termination date to December 31, 2021, for continued public outreach services, and authorize Executive Director to execute upon review and approval of General Counsel.

IV. ACTION ITEMS

A. Approve award of Goldfields 200-Year Levee Improvement Project to Teichert Construction; and authorize Executive Director to sign and execute contract and subsequent Notice(s) to Proceed (NTPS) upon approval of General Counsel.

B. Approve contract Change Order No. 8, with River Partners for maintenance at Feather River Elderberry Transplant area; and authorize Executive Director to execute upon review and approval of General Counsel.

C. Approve contract with Jacobs not to exceed $200,000 for general services to TRLIA, including, but not limited to Regional Flood Management Planning and authorize Executive Director execute contract upon review and approval of General Counsel.
V  BOARD /STAFF REPORTS

Miscellaneous Reports

IV  ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.trla.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

MARCH 31, 2020 SPECIAL MEETING

MINUTES

Call to order 2:02 p.m. with a quorum being present as follows: Directors Sardeep Atwal, Rick Brown, Gary Ledbetter, Doug Lofton and Andy Vasquez. Also present were Executive Director Paul Brunner, General Counsel Andrea Clark, and Clerk of the Board Rachel Ferris. Chair Vasquez presided.

I  ROLL CALL – Directors Atwal, Brown, Ledbetter, Lofton, Vasquez – all present

II  PUBLIC COMMUNICATIONS: None.

III  CONSENT AGENDA:

   A. Approve minutes from the regular meeting of January 21, and February 18, 2020.

      MOTION: Move to approve
      MOVED: Sardeep Atwal SECOND: Gary Ledbetter
      AYES: Sardeep Atwal, Rick Brown, Gary Ledbetter, Doug Lofton, Andy Vasquez
      NOES/ABSENT/ABSTAIN: None

IV  CLOSED SESSION: The Board retired into closed session at 2:06 p.m. and returned at 2:57 p.m. with a quorum being present of Directors Sardeep Atwal, Gary Ledbetter, and Andy Vasquez. There was no reportable action.

1. Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Kelly Pope/Paul Brunner/Brenda Schimpf. Negotiation: Price and terms of payment for the following properties:

   A) APN 018-180-072 and 073/Sanders
   B) APN 018-180-074/Clift
   C) APN 018-180-070/C. Ludwick
   D) APN 018-180-079/A. Ludwick
   E) APN 018-180-066 and 078/Gallier
   F) APN 018-180-082 and 018-150-012/Wilbur
   G) APN 018-150-063/Barker
   I) APN 018-180-085/Nunes
J) APN 019-170-020/Beale AFB
K) APN Unknown/Heirs and Devisees of Beery

VI ADJOURN: 2:58 p.m.

__________________________________________
Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

__________________________________________
Approved: __________________________

3/31/2020 – TRLIA
TO:    Three Rivers Levee Improvement Authority Board  
FROM:  Paul G. Brunner, Executive Director  
SUBJECT: Approve Contract Amendment No. 7 with Kim Floyd Communications  

**Recommended Action:**  
Approve Amendment 7 with Kim Floyd Communications, which extends the contract termination date to December 31, 2021, for continued public outreach services, and authorize Executive Director to execute amendment upon review and approval of General Counsel.

**Background:**  
Since 2007, Kim Floyd Communications has provided public communication services to TRLIA. Ms. Floyd services and tasks have included the development of public outreach materials (such as newsletters and fact sheets), the organization of community meetings and preparation of meeting materials, development of content for the website and media relations activities.

**Discussion:**  
As the Goldfields 200 project approaches construction, Ms. Floyd’s services are again desired to assist in developing press releases, public announcements, and associated coordination activities. Amendment 7 extends the contract termination date to December 31, 2021. All other terms and conditions contained in the agreement shall remain the same.

**Fiscal Impact:**  
There is approximately $69,000 of available budget on this contract. No additional budget is being sought. Ms. Floyd’s services may or may not be cost-shared under applicable State-funded projects.

**ATTACHMENT**  
Amendment 7
SEVENTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
KIM FLOYD COMMUNICATIONS

THIS SEVENTH AMENDATORY AGREEMENT is made and entered into on _____ day of April 2020, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, (“TRLIA”) and Kim Floyd Communications (“CONSULTANT”).

RE bât:
WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide professional Services dated August 17, 2009 (“AGREEMENT”); and

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed November 17, 2009 amended the Agreement to increase the maximum not to exceed contract fee by $165,050, for a total contract amount of $215,000; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed November 16, 2010 amended the Agreement to extend the date to December 31, 2011; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed February 7, 2012 amended the Agreement to increase the maximum not to exceed contract fee by $58,000 for a total contract amount of $273,000; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed January, 2014 amended the Agreement to extend the date to December 31, 2014; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed February, 2015 amended the Agreement to extend the contract termination date to December 31, 2016; and

WHEREAS, a SIXTH AMENDATORY AGREEMENT, executed September 13, 2016, amended the Agreement to extend the contract termination date December 31, 2017; and

WHEREAS, Article C.23 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties; and

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2017 to December 31, 2021.

All other terms and conditions contained in the Agreement shall remain in full force and effect.
In WITNESS THEREOF, the parties hereto have executed this amended on this ___ day of April 2020.

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY  

_____________________________   ______________________________
Paul G. Brunner     Kim Floyd
Executive Director

Approved as to Form:

_____________________________
Andrea P. Clark
General Counsel

Attest:.

_____________________________
Rachel Ferris
Clerk of the Board
TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, Executive Director  
          Doug Handen, TRLIA Construction Manager  
          Andrea Clark, TRLIA General Counsel  
SUBJECT: Award of Goldfields 200-Year Levee Improvement Project to Teichert Construction

Recommended Action:  
Award to Teichert Construction the Goldfields 200-Year Levee Improvement Project by the Three Rivers Levee Improvement Authority; and authorize the Executive Director to sign and execute the contract and subsequent Notice(s) to Proceed (NTPs) upon review by General Counsel. The initial value of the contract shall be $16,108,226.00.

Background:  
In regards to COVID-19 restrictions, TRLIA considers the Goldfields 200-Year Project, including activities in support of its implementation, as essential critical infrastructure.

A major portion (85%) of the funding for this project is funded by DWR via an Urban Flood Risk Reduction (UFRR) Funding Agreement (#4600012115). The State funding is from Prop 1E. All necessary permits (e.g. CVFPB Encroachment Permit) for the construction of the project to begin have been obtained. CEQA requirements have been met. TRLIA has acquired property for the construction of the levee. RD784 will maintain the levee once construction has been completed.

The TRLIA Board approved the Goldfields 200 Year Project for bidding on 2/18/20. The project was advertised for public bidding on 2/19/20. The bid documents included requirements for the bidders to provide bid bonds and contractor qualifications statements. During the bid period a non-mandatory, on-site, meeting was held for interested bidders and agency representatives. In response to questions from bidders and minor modifications made to the bid documents, two bid addendums were provided during the bid period.

The bids were opened on 3/31/20 via video conference and teleconference in observance of social distancing requirements.

Discussion:  
TRLIA received 7 bid proposals for the project and the results are as follows:
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Teichert Construction</td>
<td>$16,108,226</td>
</tr>
<tr>
<td>2. Odin Construction</td>
<td>$16,193,691</td>
</tr>
<tr>
<td>3. Forgen</td>
<td>$17,709,551</td>
</tr>
<tr>
<td>4. Nordic Construction</td>
<td>$17,858,068</td>
</tr>
<tr>
<td>5. DeSilva Gates</td>
<td>$21,695,666</td>
</tr>
<tr>
<td>6. Ford Construction</td>
<td>$22,311,995</td>
</tr>
<tr>
<td>7. Martin Brothers</td>
<td>$24,407,217</td>
</tr>
</tbody>
</table>

*The Engineer’s Estimate = $16,057,000*

Teichert’s bid package was reviewed and found to be in order by the TRLIA Construction Team. The bid included the Requisite Bid Bond, Acknowledgment of Addendums 1 and 2, Statement of Non-Collusion, List of Subcontractors, Bidder Qualification Statement and other requisite documents.

Teichert Construction successfully performed the Feather River Set Back (FRSB) Levee Project for TRLIA between 2008 and 2011. The FRSB project had a contract value of ~ 75 million dollars. Teichert also performed work for TRLIA as a subcontractor on the Upper Yuba Levee Project located at the west end of the Goldfields 200-Year project.

Subject to the approval of the Award of this contract, The Executive Director and Teichert shall execute a contract pursuant to the requirements of the Bid Documents. The Director shall issue Notice(s) to Proceed for various components of the project subject to permit requirements, ability to acquire properties and relocate residents, etc. Construction activities are scheduled to commence on May 1, 2020 contingent upon any new COVID-19 restrictions being implemented by the State or Federal Government.

Per TRLIA Resolution No. 2011-3 (attached) the TRLIA Executive Director is authorized to approve change orders up to the statutory maximum (currently $210,000), as long as budgeted funds are available.

**Fiscal Impact:**
The amount of the contract shall be $16,108,226. Work on the Goldfields 200-Year project is cost-shared with State (85%) under an UFRR funding agreement. Local funding for the project is available.

**ATTACHMENTS:**
1. Bid Proposal from Teichert Construction
2. TRLIA Resolution No. 2011-3
PROPOSAL TO THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. 2020-01

NAME OF BIDDER
A. Teichert & Son, Inc. dba Teichert Construction

BUSINESS ADDRESS
400 Sunrise Avenue, Suite 300; Roseville, CA 95661

TELEPHONE NO.
(916) 757-6400

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

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. 2020-01

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): 3/13/20
Contractor's Initials: ✓

Addendum No. 2 (Date Received): 3/26/20
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.

February 19, 2020
For Bid
200-YEAR GOLDFIELD LEVEE PROJECT

CONTRACT NO. 2020-01

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 Agency’s 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 10 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:
## Bid Schedule A - TRLIA 200-Year Goldfields Levee Project STA 50+00 to 189+03

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>LS</td>
<td>801,520</td>
<td>801,520</td>
</tr>
<tr>
<td>A2</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>55,500</td>
<td>55,500</td>
</tr>
<tr>
<td>A3</td>
<td>Storm Water Pollution Control</td>
<td>1</td>
<td>LS</td>
<td>686,000</td>
<td>686,000</td>
</tr>
<tr>
<td>A4</td>
<td>Project Fencing</td>
<td>33,200</td>
<td>LF</td>
<td>3.40</td>
<td>112,880</td>
</tr>
<tr>
<td>A5</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>707,118</td>
<td>707,118</td>
</tr>
<tr>
<td>A6</td>
<td>Demolish and Waste (Existing Structures 2020)</td>
<td>1</td>
<td>LS</td>
<td>315,000</td>
<td>315,000</td>
</tr>
<tr>
<td>A7</td>
<td>Remove and Dispose Existing Asphalt Concrete</td>
<td>700</td>
<td>SY</td>
<td>8.00</td>
<td>5,600</td>
</tr>
<tr>
<td>A8</td>
<td>Remove and Dispose Existing Aggregate Base</td>
<td>700</td>
<td>SY</td>
<td>11.00</td>
<td>7,700</td>
</tr>
<tr>
<td>A9</td>
<td>Remove and Salvage Existing Aggregate Surfacing</td>
<td>980</td>
<td>LF</td>
<td>6.00</td>
<td>5,880</td>
</tr>
<tr>
<td>A10</td>
<td>Stripping</td>
<td>62,000</td>
<td>CY</td>
<td>4.00</td>
<td>248,000</td>
</tr>
<tr>
<td>A11</td>
<td>Levee Degradation and Levee Foundation Excavation</td>
<td>40,400</td>
<td>CY</td>
<td>8.85</td>
<td>357,540</td>
</tr>
<tr>
<td>A12 [S]</td>
<td>SB Cutoff Wall, Depth less than 50 Feet</td>
<td>366,700</td>
<td>SF</td>
<td>5.80</td>
<td>2,126,860</td>
</tr>
<tr>
<td>A13 [S]</td>
<td>SB Cutoff Wall, Depth between 50 and 70 feet</td>
<td>190,700</td>
<td>SF</td>
<td>6.00</td>
<td>1,144,200</td>
</tr>
<tr>
<td>A14</td>
<td>Levee Embankment Fill</td>
<td>487,200</td>
<td>CY</td>
<td>2.60</td>
<td>1,266,720</td>
</tr>
<tr>
<td>A15</td>
<td>Seepage Berm Fill</td>
<td>12,550</td>
<td>CY</td>
<td>4.44</td>
<td>55,722</td>
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<tr>
<td>A16</td>
<td>Random Fill</td>
<td>23,250</td>
<td>CY</td>
<td>3.72</td>
<td>86,490</td>
</tr>
<tr>
<td>A17</td>
<td>Observation Well</td>
<td>3</td>
<td>EA</td>
<td>20,000</td>
<td>60,000</td>
</tr>
</tbody>
</table>

*See notes following Bid Schedule Summary Table.

1. Unit prices for Bid Schedule A items are provided in the table above. The total price for Bid Schedule A shall be as shown for "Subtotal Schedule A".
<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A18</td>
<td>Class 2 Aggregate Surfacing</td>
<td>22,300</td>
<td>TN</td>
<td>30.00</td>
<td>669,000</td>
</tr>
<tr>
<td>A19</td>
<td>Class 2 Aggregate Base</td>
<td>520</td>
<td>TN</td>
<td>30.00</td>
<td>15,600</td>
</tr>
<tr>
<td>A20</td>
<td>Asphalt Concrete Paving</td>
<td>250</td>
<td>TN</td>
<td>170.00</td>
<td>42,500</td>
</tr>
<tr>
<td>A21</td>
<td>Barbed Wire Fence</td>
<td>14,700</td>
<td>LF</td>
<td>10.00</td>
<td>147,000</td>
</tr>
<tr>
<td>A22</td>
<td>Concrete Block Barrier</td>
<td>14,600</td>
<td>LF</td>
<td>25.00</td>
<td>365,000</td>
</tr>
<tr>
<td>A23</td>
<td>Pipe Fence</td>
<td>2,500</td>
<td>LF</td>
<td>63.00</td>
<td>157,500</td>
</tr>
<tr>
<td>A24</td>
<td>20' Pipe Gate</td>
<td>45</td>
<td>EA</td>
<td>6.90</td>
<td>310,500</td>
</tr>
<tr>
<td>A25</td>
<td>30' Pipe Gate</td>
<td>3</td>
<td>EA</td>
<td>8.80</td>
<td>26,400</td>
</tr>
<tr>
<td>A26</td>
<td>Drainage Ditch (STA 52+05 to 86+48)</td>
<td>3,363</td>
<td>LF</td>
<td>6.00</td>
<td>20,178</td>
</tr>
<tr>
<td>A27</td>
<td>Drainage Ditch (STA 159+76 to 188+08)</td>
<td>2,780</td>
<td>LF</td>
<td>13.00</td>
<td>36,140</td>
</tr>
<tr>
<td>A28</td>
<td>Detention Basin Outfall Ditch</td>
<td>639</td>
<td>LF</td>
<td>12.00</td>
<td>7,668</td>
</tr>
<tr>
<td>A29</td>
<td>12 Inch Corrugated Metal Pipe</td>
<td>130</td>
<td>LF</td>
<td>154.00</td>
<td>20,020</td>
</tr>
<tr>
<td>A30</td>
<td>12 Inch Corrugated Metal Pipe Flared End Section</td>
<td>6</td>
<td>EA</td>
<td>846.00</td>
<td>5,076</td>
</tr>
<tr>
<td>A31</td>
<td>18 Inch Corrugated Metal Pipe</td>
<td>252</td>
<td>LF</td>
<td>180.00</td>
<td>45,360</td>
</tr>
<tr>
<td>A32</td>
<td>18 Inch Corrugated Metal Pipe Flared End Section</td>
<td>9</td>
<td>EA</td>
<td>960.00</td>
<td>8,640</td>
</tr>
<tr>
<td>A33</td>
<td>18 Inch Flap Gate</td>
<td>3</td>
<td>EA</td>
<td>6160.00</td>
<td>18,480</td>
</tr>
<tr>
<td>A34</td>
<td>24 Inch Corrugated Metal Pipe</td>
<td>130</td>
<td>LF</td>
<td>220.00</td>
<td>28,600</td>
</tr>
<tr>
<td>A35</td>
<td>24 Inch Corrugated Metal Pipe Flared End Section</td>
<td>2</td>
<td>EA</td>
<td>1,164.00</td>
<td>2,328</td>
</tr>
</tbody>
</table>

*See notes following Bid Schedule Summary Table.*
<table>
<thead>
<tr>
<th>Line Item No.</th>
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<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A36</td>
<td>36 Inch Corrugated Metal Pipe</td>
<td>487</td>
<td>LF</td>
<td>270.00</td>
<td>131,490</td>
</tr>
<tr>
<td>A37</td>
<td>36 Inch Corrugated Metal Pipe Flared End Section</td>
<td>10</td>
<td>EA</td>
<td>1,800</td>
<td>18,000</td>
</tr>
<tr>
<td>A38</td>
<td>Field Inlet</td>
<td>2</td>
<td>EA</td>
<td>7,200</td>
<td>14,400</td>
</tr>
<tr>
<td>A39</td>
<td>Rip Rap</td>
<td>20</td>
<td>TN</td>
<td>5,300</td>
<td>265,000</td>
</tr>
<tr>
<td>A40</td>
<td>RD 784 - 36 Inch Pipe - STA 103</td>
<td>1</td>
<td>LS</td>
<td>4,900</td>
<td>4,900</td>
</tr>
<tr>
<td>A41</td>
<td>36 Inch Flap Gate</td>
<td>3</td>
<td>EA</td>
<td>8,500</td>
<td>25,500</td>
</tr>
<tr>
<td>A42</td>
<td>BWD - 5'x 8' Concrete Box Culvert - STA 64</td>
<td>1</td>
<td>LS</td>
<td>4,300</td>
<td>4,300</td>
</tr>
<tr>
<td>A43</td>
<td>Relocated Irrigation Canal</td>
<td>310</td>
<td>LF</td>
<td>120.00</td>
<td>37,200</td>
</tr>
<tr>
<td>A44</td>
<td>Levee Erosion Control Seeding</td>
<td>51.7</td>
<td>AC</td>
<td>5,000</td>
<td>258,500</td>
</tr>
<tr>
<td>A45</td>
<td>Haul and Dispose of Unsuitable Material</td>
<td>7,490</td>
<td>CY</td>
<td>42.00</td>
<td>314,580</td>
</tr>
<tr>
<td>A46</td>
<td>Brophy Road Detention Basin Stripping</td>
<td>31,400</td>
<td>CY</td>
<td>5.00</td>
<td>157,000</td>
</tr>
<tr>
<td>A47</td>
<td>Brophy Road Detention Basin Excavation and Hauling</td>
<td>77,100</td>
<td>CY</td>
<td>5.20</td>
<td>400,920</td>
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<tr>
<td>A48</td>
<td>Brophy Road Detention Basin Erosion Control Seeding</td>
<td>19.5</td>
<td>AC</td>
<td>5.00</td>
<td>97,500</td>
</tr>
<tr>
<td>A49</td>
<td>Detention Basin Causeway Stripping</td>
<td>12,000</td>
<td>CY</td>
<td>5.60</td>
<td>67,200</td>
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<tr>
<td>A50</td>
<td>Detention Basin Causeway Excavation and Hauling</td>
<td>75,500</td>
<td>CY</td>
<td>4.60</td>
<td>347,300</td>
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<td>A51</td>
<td>Detention Basin Erosion Control Seeding</td>
<td>7.4</td>
<td>AC</td>
<td>5.00</td>
<td>37,000</td>
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<tr>
<td>A52</td>
<td>Road 1034 Detention Basin Stripping</td>
<td>48,100</td>
<td>CY</td>
<td>5.60</td>
<td>269,360</td>
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<tr>
<td>A53</td>
<td>Road 1034 Detention Basin Excavation and Hauling</td>
<td>336,000</td>
<td>CY</td>
<td>5.00</td>
<td>1,680,000</td>
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<td>A54</td>
<td>Road 1034 Detention Basin Erosion Control Seeding</td>
<td>29.8</td>
<td>AC</td>
<td>5.00</td>
<td>149,000</td>
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Three Rivers Levee Improvement Authority  
200-year Goldfields Levee Project Contract No. 2020-01

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>A55</td>
<td>Levee Embankment Fill (From Import) Excavation and Hauling</td>
<td>120,400</td>
<td>CY</td>
<td>4.64</td>
<td>558,656</td>
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<tr>
<td>A56</td>
<td>Demolish and Waste (Existing Structures 2021)</td>
<td>1</td>
<td>LS</td>
<td>150,000</td>
<td>150,000</td>
</tr>
</tbody>
</table>

SUBTOTAL SCHEDULE A: 16,108,226

*See notes following Bid Schedule Summary Table.

TOTAL (SCHEDULE A): 16,108,226.00

All quantities are in-place quantities.

Prices must be submitted on all individual items of this Bid Schedule. Failure to do so will result in rejection of bids.

The cost of mobilization and demobilization shall be limited to 5% of the total subtotal schedule cost for each bid schedule. See Specification Section 8-1 regarding payment for mobilization and demobilization.

Items designated with [S] are to be considered Specialty Items in accordance with General Specification.

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. 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.
7. 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.
8. These correction procedures shall not be used to resolve any ambiguity concerning which bid/offer is low.

February 19, 2020
For Bid
(THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF
THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT
AND EXECUTION OF THOSE CERTIFICATIONS
WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder A. Teichert & Son, Inc. dba Teichert Construction
proposed subcontractor ________________________________________, hereby certifies that he has X, 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 subcontracts 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 __X__ 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.

February 19, 2020
For Bid
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 __ X ____________

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. Bidders 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.

February 19, 2020
For Bid
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.

February 19, 2020
For Bid
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DISCLOSURE OF LOBBYING ACTIVITIES</strong></td>
<td>COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352</td>
<td></td>
</tr>
<tr>
<td>1. <strong>Type of Federal Action:</strong></td>
<td>2. <strong>Status of Federal Action:</strong></td>
<td>3. <strong>Report Type:</strong></td>
</tr>
<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>
</tr>
<tr>
<td>[ ] c. cooperative agreement</td>
<td>[ ] c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>[ ] d. loan</td>
<td></td>
<td>year</td>
</tr>
<tr>
<td>[ ] e. loan guarantee</td>
<td></td>
<td>quarter</td>
</tr>
<tr>
<td>[ ] f. loan insurance</td>
<td></td>
<td>date of last report</td>
</tr>
<tr>
<td>4. <strong>Name and Address of Reporting Entity</strong></td>
<td>5. <strong>If Reporting Entity in No. 4 is Subawardee,</strong> Enter Name and Address of Prime:</td>
<td></td>
</tr>
<tr>
<td>[ ] Prime</td>
<td>N/A:</td>
<td>X</td>
</tr>
<tr>
<td>[ ] Subawardee</td>
<td>Initials</td>
<td></td>
</tr>
<tr>
<td>Tier ________, if known</td>
<td></td>
<td></td>
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<tr>
<td><strong>Congressional District, if known</strong></td>
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</tr>
<tr>
<td><strong>6. Federal Department/Agency:</strong></td>
<td><strong>7. Federal Program Name/Description:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CFDA Number, if applicable</td>
<td></td>
</tr>
<tr>
<td><strong>8. Federal Action Number, if known:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>10. a. Name and Address of Lobby Entity</strong></td>
<td><strong>b. Individuals Performing Services</strong> (including address if different from No. 10a)</td>
<td></td>
</tr>
<tr>
<td>(If individual, last name, first name, MI)</td>
<td>(last name, first name, MI)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(attach Continuation Sheet(s) if necessary)</td>
<td></td>
</tr>
<tr>
<td><strong>11. Amount of Payment (check all that apply)</strong></td>
<td><strong>13. Type of Payment (check all that apply)</strong></td>
<td></td>
</tr>
<tr>
<td>$ ______________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] actual</td>
<td>a. retainer</td>
<td></td>
</tr>
<tr>
<td>[ ] Planned</td>
<td>b. one-time fee</td>
<td></td>
</tr>
<tr>
<td>12. <strong>Form of Payment (check all that apply):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] a. cash</td>
<td>c. commission</td>
<td></td>
</tr>
<tr>
<td>[ ] b. in-kind, specify: nature value</td>
<td>d. contingent fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. deferred</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. other, specify</td>
<td></td>
</tr>
<tr>
<td>14. <strong>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:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(attach Continuation Sheet(s) if necessary)</td>
<td></td>
</tr>
<tr>
<td><strong>15. Continuation Sheet(s) attached:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed in 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.**

**Signature:**

**Print Name:**

**Title:**

**Telephone No.:**

**Date:**

**Authorized for Local Reproduction**

**Standard Form LLL Rev. 09-12-97**

February 19, 2020

For Bid
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 by this reporting entity 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 subaward 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.

February 19, 2020
For Bid
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.
Accompanying this proposal is Bidder’s Bond

(NO NOTICE: INSERT THE WORDS “CASH($ 10% ),” “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.

SEE ATTACHED CORPORATE RESOLUTION

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

License No. 8 Classification(s) A, B, C16, C22, C-16/D49, C27

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in Addenda number(s) 1, 2

(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 true 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: 3/31/20

[Signature]

Rio Czuleger
Chief Estimator, Public Estimating, North Region

Business Address 400 Sunrise Avenue, Suite 300; Roseville, CA 95661

Place of Business 400 Sunrise Avenue, Suite 300; Roseville, CA 95661

Place of Residence N/A

February 19, 2020
For Bid
I, PAULA D. JAMES, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT ROCK PRODUCTS, and TEICHERT WATERWORKS SERVICES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on August 7, 2019:

RESOLVED, That

JUDSON T. RIGGS
and
MARY T. TEICHERT
and
RONALD L. GATTO
and
PAULA D. JAMES

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Judson T. Riggs
Mary T. Teichert
Ronald L. Gatto
David A. Swartz
Dana M. Davis
A. Ed Herrmberger
Clark J. Hulbert
Francis C. Johnson
Timothy B. Murphy
Mark A. Nilsen
Eric D. Stannard
Paula D. James
Christopher M. McCaffree
Kathy Radley-Timberlake

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work;

RESOLVED FURTHER, That the following employee of this corporation:

Sean Collins

Is designated as attorney in fact of this corporation with full authority to execute credit agreements, credit settlement agreements, liens, rights, contracts and other documents relating to the credit and contracts for this corporation.

DATED: 3/31/20

Paula D. James
Secretary of A. Teichert & Son, Inc.
BIDDER'S BOND  
STATE OF CALIFORNIA  

Know all persons by these presents,  

That we A. Teichert & Son Inc. dba Teichert Construction  
Liberty Mutual Insurance Company  
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 $ Ten Percent of Total Amount Bid (10%)  

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 1114 Yuba St., Suite 218, Marysville CA 95901 on TBD.  

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.  

SIGNED AND SEALED, this 23rd day of March, 2020.  

A. Teichert & Son Inc. dba Teichert Construction  
(SEAL) Liberty Mutual Insurance Company (SEAL)  
1340 Treat Blvd, Ste. 550  
Walnut Creek, CA 94597  

By:  
(Principal)  
(Signature)  
Rick Czuleger  
Chief Estimator, Public Estimating, North Region  

By:  
(Surety)  
(Signature)  
Kristin D. Thurber, Attorney-in-Fact  

February 19, 2020  
For Bid
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)  
Surety  
(Seal)  
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.
ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona )SS
COUNTY OF Maricopa

On March 23, 2020 before me, Sarah Bracy, Notary Public, personally appeared Kristin D. Thurber

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Liberty Mutual Insurance Company
Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: ____________________________
NUMBER OF PAGES ____________________________ DATE OF DOCUMENT ____________________________
SIGNER(S) OTHER THAN NAMED ABOVE ____________________________

Reproduced by First American Title Company 11/2007
This Power of Attorney limits the acts of those named herein, and they have no authority to
bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Certificate No: 8202944-024127

POWERS OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James A. Bracy; Sarah Bracy; Terry Crull; David G. Jensen; Hillary D. Shepard; Kristin D. Thurber

all of the city of Scottsdale state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the President and attested by the Secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January , 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY
On this 16th day of January , 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purpose herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Two, Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March , 2020.

By:
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 12/19
# ATTACHMENT ALIST 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.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Place of Business</th>
<th>California Contractor's License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB Cutoff Wall</td>
<td>Odin Construction Solutions Inc, dba Odin Engineering</td>
<td>4740 Rocklin Road, Rocklin, CA 95677</td>
<td>1049777 DERK-100063872</td>
</tr>
<tr>
<td>Fencing</td>
<td>Stockton Fence &amp; Material Co.</td>
<td>P.O. Box 8314, Stockton, CA 95208</td>
<td>393334 DERK-100000543</td>
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<tr>
<td>Structure</td>
<td>Big B Construction Inc</td>
<td>P.O. Box 70605, Valley Springs, CA 95752</td>
<td>799357 DERK-1000005905</td>
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<tr>
<td>Concrete</td>
<td>Andrew L Lee Inc.</td>
<td>P.O. Box 1690, Lodi, CA 95240</td>
<td>849170 DERK-1000005384</td>
</tr>
</tbody>
</table>
**ATTACHMENT ALIST 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.

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<th>Subcontractor</th>
<th>Place of Business</th>
<th>California Contractor's License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear &amp; Grub</td>
<td>Al's Landclearing Inc.</td>
<td>3001 Arden Way Ste D</td>
<td>DIR# - 1000005360</td>
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<td>Sacramento, CA 95825</td>
<td>D41421 CS</td>
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<tr>
<td>Demolition</td>
<td>Al's Landclearing Inc.</td>
<td>3001 Arden Way Ste D</td>
<td>641421</td>
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<td>Sacramento, CA 95825</td>
<td>DIR# 1000005360</td>
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<tr>
<td>Hydrosed &amp; ESA Fencing</td>
<td>Marina Landscape Inc.</td>
<td>3707 W. Garden Blvd</td>
<td>492862</td>
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<td>Orange, CA 95665</td>
<td>DIR# 1000000079</td>
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ATTACHMENT B

BIDDER'S EXPERIENCE QUESTIONNAIRE

The Bidder shall submit to the Agency, with the proposal, a fully-completed copy of this questionnaire, wherein the Bidder submits his/her/its own qualifications and experience in performing work (refer to the Technical Specifications for qualifying experience). 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 Contractor's Qualifications

Section 2 Project Personnel's Qualifications

Section 3 Earthwork Contractor’s Qualifications

Section 4 Cutoff Wall Contractor’s Qualifications

Section 5 General References

Section 6 Subcontractor Qualifications
Section 1 - Contractor's Qualifications. List three (3) major projects of similar size and scope that the Contractor has managed in the last five (5) years. Briefly describe construction activities, emphasizing similar construction activities to this project specifically including, but not limited to, levee degrading and reconstruction, construction of soil bentonite slurry cutoff walls of similar depth and width, construction of soil bentonite slurry cutoff walls with the same permeability requirements specified for this project, and experience with wet-batching soil bentonite materials and mix control.

Project 1: San Francisquito Creek Flood Reduction, Ecosystem Restoration & Rec. Project
Location: The project is on San Francisquito Creek from HWY 101 to SF Bay Santa Clara County
Completion Date: 12/2019  Contract Amount: $31,435,000
Owner's Representative: Santa Clara Valley Water District
Owner Contact; Name: Saeid Hosseini  Phone: 408 483-0018
Construction Activity Description:
The project scope includes the construction of 2,600 LF of new earthen on the south side of the creek. The removal of 5,300 LF of existing levee. The reconstruction of 2,600 LF of existing levee on the north side of the creek. The construction of 2,750 LF steel sheetpile floodwall on the southside and 2,250 LF on the northside. The construction of 16 FT wide access maintenance roads throughout the project. Constructing sloped benches within the creek to improve hydraulic capacity of the existing creek. Reconstruction of two reinforced concrete pipe outfalls into the creek. Installation of rock slope protection along various portions of San Francisquito Creek. The project included 163,000 cy of levee excavation and 177,700 cy of levee embankment.

Project 2: Feather River West Levee Project Area C
Location: West bank of the Feather River, Yuba City CA
Completion Date: 12/31/2015  Contract Amount: $6,986,191
Owner's Representative: Sutter Butte Flood Control Agency
Owner Contact; Name: Michael Bessette  Phone: 530 415-0983
Construction Activity Description:
This project located on the West levee of the Feather River is part of the Sutter Butte Flood Control Agency's overall program to strengthen and improve flood protection for the surrounding communities. The project included the degrade of the existing levee down 10 feet to the work pad elevation. Other significant items of work included 3,065,000 vertical sf of cutoff slurry wall ranging in depths from 30' to 110', 590,000cy of levee degrade and levee embankment fills, relocation and replacement of irrigation, storm drainage and sewer pipeline utilities, aggregate base access roads, erosion control measures, traffic control, bypass pumping, Storm water pollution prevention measures and best management protections.

February 19, 2020
For Bid
| Project 3: | Feather River West Levee Project Area B&D |
| Location: | West bank of the Feather River, from Yuba City to Gridley CA |
| Completion Date: | 2/15/2017 |
| Contract Amount: | $14,253,225 |
| Owner’s Representative: | Sutter Butte Flood Control Agency |
| Owner Contact; Name: | Michael Bessette |
| Phone: | 530 415-0983 |

This project located on the West levee of the Feather River is part of the Sutter Butte Flood Control Agency’s overall program to strengthen and improve flood protection for the surrounding communities. The project included the degrade of the existing Levee down 10 feet to the work pad elevation. Other significant items of work included a combination of cutoff slurry wall, SCCB wall ranging in depths from 19' to 84'. 860,000cy of levee degrade and levee embankment fills, relocation and repacement of irrigation, storm drainage and sewer pipeline utilities, aggregate base access Roads, erosion control measures, traffic control, bypass pumping, Storm water pollution prevention measures and best management protections.
Section 2 - 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 three (3) reference projects on which the individual held a similar position. Substitution for identified individuals will not be permitted without the prior written consent of the Agency. The project manager shall have a minimum of five (5) years experience in similar work, and superintendents shall have a minimum of three (3) years experience in similar work.

Individual’s Name: Gordon Stout
Present Position in the Organization: Senior Project Manager
Proposed Position for Project: Senior Project Manager
Years of Experience: 29 Yrs.
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: 90 %

Reference Projects:
1. Project Name: Natomas Cross Canal Levee Ph 2
   Owner’s Representative: Parsons Brinckerhoff
   Owner’s Contact; Name: Mark Martin
   Phone: 916 567-2500

2. Project Name: Sankey Diversion Canal
   Owner’s Representative: Parsons Brinckerhoff
   Owner’s Contact; Name: Mark Martin
   Phone: 916 567-2500

3. Project Name: Feather River Setback Levee Ph 4
   Owner’s Representative: GEI Consultants, Inc.
   Owner’s Contact; Name: Alberto Pujoi
   Phone: 510 835-9838

Individual’s Name: Mike Anthony
Present Position in the Organization: Grading Superintendent
Proposed Position for Project: Grading Superintendent
Years of Experience: 30 Yrs.
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: 75 %

Reference Projects:
1. Project Name: Feather River Setback Levee Ph 4
   Owner’s Representative: GEI Consultants, Inc.
   Owner’s Contact; Name: Alberto Pujoi
   Phone: 510 835-9838

2. Project Name: Marysville Ring Levee Ph 1
   Owner’s Representative: HDR Engineering
   Owner’s Contact; Name: Daniel Jabbour
   Phone: 916 817-4700

3. Project Name: CHP Academy Levee Improvements
   Owner’s Representative: HDR Engineering
   Owner’s Contact; Name: Daniel Jabbour
   Phone: 916 817-4700

February 19, 2020
For Bid
Individual’s Name: 
Present Position in the Organization: 
Proposed Position for Project: 
Years of Experience: 
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: 

Reference Projects:
1. Project Name: 
   Owner’s Representative: 
   Owner’s Contact; Name: Phone: 
2. Project Name: 
   Owner’s Representative: 
   Owner’s Contact; Name: Phone: 
3. Project Name: 
   Owner’s Representative: 
   Owner’s Contact; Name: Phone:
Section 3 – Earthwork Contractor (if different from Contractor identified in Section 1)

List three (3) major projects of similar size and scope that the Earthwork Contractor has completed in the last five (5) years which meet the qualifications of 31 00 00 Paragraph 1.3, QUALIFICATIONS.

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<th>Project 1:</th>
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**Project 3:**

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Section 4 – Cutoff Wall Contractor (if different from Contractor identified in Section 1)

List three (3) major projects of similar size and scope that the Cutoff Wall Contractor has completed in the last five (5) years which meet the qualifications of Specification Section 31 62 41, Paragraph 1.7, or similar provision of Specification Section 31 62 43.

Project 1: Feather River West Levee Project Areas B&D
Location: Sutter and Butte Counties, California
Completion Date: February 17, 2017
Contract Amount: $103.8M
Owner’s Representative: Sutter Butte Flood Control Agency
Owner Contact; Name: Michael Bessette
Phone: 530.415.0983

Construction Activity Description:
In 2010, the Sutter Butte Flood Control Agency began the Feather River West Levee Program with the goal of ushering 38 miles of levee along the Feather River into updated compliance with State and Federal standards for levees protecting urban areas. Our team was in charge of constructing a combination of soil-bentonite (SB) and slag-cement-cement-bentonite (SCCB) cutoff walls, seepage berms, and relief wells designed to reduce risk of flood by mitigation of through- and under-seepage areas and eliminating over 34,000 properties from areas designated as a FEMA Special Flood Hazard. Key features of this project include more than 4,760,000 vertical SF of slurry cutoff walls with depths from 19'-86'; 4,706,500 vertical SF of SB cutoff walls; 53,500 vertical SF of SCCB cutoff walls; 860,000 CY of levee degrade and embankment; 220,000 CY of seepage berm construction; 28 utility crossings, traffic control, erosion control, storm water pollution prevention control, including BMPs, and pavement work. Crew sizes varied between 25 and 50 personnel, depending on the time of year.

Project 2: Feather River West Levee Project Area C
Location: Sutter and Butte Counties, California
Completion Date: December 31, 2015
Contract Amount: $57.7M
Owner’s Representative: Sutter Butte Flood Control Agency
Owner Contact; Name: Michael Bessette
Phone: 530.415.0983

Construction Activity Description:
The Sutter Butte Flood Control Agency initiated the Feather River West Levee Program in 2010 to bring 38 miles of levee along the Feather River into compliance with applicable State and Federal standards for levees protecting urban areas. Our team was engaged to construct a combination of SB and SCCS cutoff walls and levee embankment construction to reduce flood risk by mitigating through and under seepage areas and removing more than 34,000 properties from FEMA Special Flood Hazard Area designation. Major work items totaled more than 3,065,000 vertical SF of cutoff walls with depths ranging from 30' to 110', 590,000 CY of levee degrade and embankment; 40 utility crossings, traffic control, erosion control, storm water pollution prevention control, including BMPs, and pavement work. Crew sizes varied between 25 and 50 personnel, depending on the time of year.
Project 3: Feather River West Levee Laurel Ave Repair
Location: Sutter and Butte Counties, California
Completion Date: January 1, 2018
Contract Amount: $6M
Owner's Representative: Sutter Butte Flood Control Agency
Owner Contact Name: Michael Bessette
Phone: 530.415.0983

Construction Activity Description:
This project entailed construction of cutoff walls to bring 0.8 miles of levee along the Feather River into compliance with applicable Federal and State standards for levees protecting urban areas. Our team constructed a soil-bentonite cutoff wall to reduce flood risk by mitigating through and underseepage areas. The scope of work included constructing more than 315,730 SF of cutoff walls with depths ranging from 65 to 80 feet, 115,000 CY of levee degrade and embankment reconstruction, and one pipe crossing replacement. The project specifications required the backfill for the soil-bentonite cutoff wall to have a maximum permeability of 5x10⁻⁷ cm/sec.
Section 5 - 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.

A. Name: Daniel Jabbour
   Organization: HDR Engineering
   Specialty: Levee Engineering
   Address: 2365 Iron Point Rd. suite 300 Folsom, CA 95630
   Phone Number: 916 817-4943

B. Name: Michael Bessette
   Organization: Sutter Butte Flood Control Agency
   Specialty: Executive Director
   Address: 1227 Bridge Street, suite C Yuba City, CA 95991
   Phone Number: 530 755-9859

C. Name: Jonathon Kors
   Organization: Wood Rodgers, Inc.
   Specialty: Engineer
   Address: 3301 C Street suite 100-B Sacramento, CA 95816
   Phone Number: 916 341-7760
Section 6 - Subcontractor Qualifications. Define the proposed construction activities to be performed by each subcontractor identified in Attachment A that are performing more than 2% of the bid price. For each subcontractor, include a list of three (3) reference projects on which similar construction activities were performed. Attach additional pages if necessary.

Subcontractor A:
Portion of Work:
Proposed Superintendent’s Name: ____________________________
Years of Experience: ____________________________
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: ____________________________

Reference Projects:
1. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________

2. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________

3. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________

Subcontractor B:
Portion of Work:
Proposed Superintendent’s Name: ____________________________
Years of Experience: ____________________________
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: ____________________________

Reference Projects:
1. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________

2. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________

3. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________
Section 6 Continued

Subcontractor C:
Portion of Work: ____________________________

Proposed Superintendent’s Name: ____________________________

Years of Experience: ____________________________

Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: ____________________________

Reference Projects:
1. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________
   Phone: ____________________________

2. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________
   Phone: ____________________________

3. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________
   Phone: ____________________________

Subcontractor D:
Portion of Work: ____________________________

Proposed Superintendent’s Name: ____________________________

Years of Experience: ____________________________

Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: ____________________________

Reference Projects:
1. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________
   Phone: ____________________________

2. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________
   Phone: ____________________________

3. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________
   Phone: ____________________________
Section 6 Continued

Subcontractor F:
Portion of Work: ____________________________________________________________
Proposed Superintendent’s Name: ____________________________________________
Years of Experience: _________________________________________________________
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: ___________________________

Reference Projects:
1. Project Name: __________________________________________________________
   Owner’s Representative: __________________________________________________
   Owner’s Contact; Name: ___________________________ Phone: __________________

2. Project Name: __________________________________________________________
   Owner’s Representative: __________________________________________________
   Owner’s Contact; Name: ___________________________ Phone: __________________

3. Project Name: __________________________________________________________
   Owner’s Representative: __________________________________________________
   Owner’s Contact; Name: ___________________________ Phone: __________________

Subcontractor F:
Portion of Work: ____________________________________________________________
Proposed Superintendent’s Name: ____________________________________________
Years of Experience: _________________________________________________________
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: ___________________________

Reference Projects:
1. Project Name: __________________________________________________________
   Owner’s Representative: __________________________________________________
   Owner’s Contact; Name: ___________________________ Phone: __________________

2. Project Name: __________________________________________________________
   Owner’s Representative: __________________________________________________
   Owner’s Contact; Name: ___________________________ Phone: __________________

3. Project Name: __________________________________________________________
   Owner’s Representative: __________________________________________________
   Owner’s Contact; Name: ___________________________ Phone: __________________
Section 6 Continued

Subcontractor G:
Portion of Work: ____________________________________________________________

Proposed Superintendent’s Name: ______________________________________________

Years of Experience: _________________________________________________________

Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: _______

Reference Projects:

1. Project Name: _____________________________________________________________
   Owner’s Representative: ____________________________________________________
   Owner’s Contact; Name: ____________________________________________________
   Phone: __________________________________________________________________

2. Project Name: _____________________________________________________________
   Owner’s Representative: ____________________________________________________
   Owner’s Contact; Name: ____________________________________________________
   Phone: __________________________________________________________________

3. Project Name: _____________________________________________________________
   Owner’s Representative: ____________________________________________________
   Owner’s Contact; Name: ____________________________________________________
   Phone: __________________________________________________________________
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA

AGREEMENT

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. 2020-01

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.

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. 2020-01

Said project Special Provisions are hereby made a part of this CONTRACT NO. 2020-01

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

February 19, 2020
For Bid
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:
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
PERFORMANCE BOND

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. 2020-01

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 the following work within Yuba County:

200-YEAR GOLDFIELDS LEVEE PROJECT

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 therein 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.

February 19, 2020
For Bid
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.
LABOR AND MATERIAL PAYMENT BOND

CONTRACT NO. 2020-01

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yuba has awarded to designated as the "Contractor," a contract for performing the following work in Yuba County:

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. 2020-01

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 ($__________) (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 for, 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.

February 19, 2020
For Bid
CONTRACTOR

______________________________________________

______________________________________________

BY _______________________________________

TITLE _______________________________________

SURETY

______________________________________________

BY _______________________________________

NOTE: Signatures of those executing for the Surety must be properly acknowledged.
ADDENDUM NO. 1

CONTRACT NO. 2020-01
FOR CONSTRUCTION OF

200-YEAR GOLDFIELDS LEVEE PROJECT

YUBA COUNTY, CALIFORNIA

DATE: MARCH 13, 2020

Carlos J. Contreras
Design Engineer

Date

TO ALL PROSPECTIVE BIDDERS:

All prospective bidders are hereby advised that Addendum No. 1 includes amendments to the Contract Documents that were approved by TRLIA on February 18, 2020. The bidders are to review all of the amendments listed herein, and acknowledge receipt of this addendum in the appropriate section of the Proposal Form.

Signed: Rick Coleger - Chief Estimator, Public Estimating, North Region

TRLIA – Contract No. 2020-01
200-Year Goldfields Levee Project

1 of 7

March 13, 2020
Addendum No. 1
ADDENDUM NO. 2

CONTACT NO. 2020-01
FOR CONSTRUCTION OF

200-YEAR GOLDFIELDS LEVEE PROJECT

YUBA COUNTY, CALIFORNIA

DATE: MARCH 25, 2020

Carlos J. Contreras
Design Engineer

Date

TO ALL PROSPECTIVE BIDDERS:

All prospective bidders are hereby advised that Addendum No. 2 includes amendments to the Contract Documents that were approved by TRLIA on February 18, 2020. The bidders are to review all of the amendments listed herein, and acknowledge receipt of this addendum in the appropriate section of the Proposal Form.

Signed:

Rick Ozuleger - Chief Estimator, Public Estimating, North Region

TRLIA — Contract No. 2020-01
200-Year Goldfields Levee Project

1 of 21

March 25, 2020
Addendum No. 2
RESOLUTION NO. 2011- 3

A RESOLUTION BY THE BOARD OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
IN REGARD TO CHANGE ORDERS

WHEREAS, TRLIA is a joint powers authority formed for the purpose of carrying out flood control projects along the Bear, Feather, and Yuba Rivers and the Western Pacific Interceptor Canal and in this role it must enter into large construction contracts that are subject to the requirements of the Public Contract Code;

WHEREAS, from time to time changed circumstances or new information result in the need to make changes to the contracts to provide for additional work, payment, and/or time and sometimes these changes must be made quickly to avoid the potential damage or wasted costs that could result from any delay;

WHEREAS, the Public Contract Code limits the ability of a public agency to make changes to its construction contracts, especially when the contracts in question are required to be awarded on the basis of competitive bids; instead such contracts may be modified only if such modification is authorized;

WHEREAS, Section 20142 of the Public Contract Code provides such an authorization by permitting the Board, by ordinance, resolution, or board order, to authorize an officer to order changes in the work being performed under construction contracts and under current statute these changes may be awarded up to $210,000 without being considered by the Board;

WHEREAS, this action would explicitly extend to the Executive Director the authority allowed under State law to approve such needed change orders that do not exceed the statutory maximum, thus avoiding the need for each such change order to come to the Board; and

WHEREAS, as provided for in State law, today’s action would apply both retroactively and prospectively, and as has happened in the past, such change orders will continue to be accounted for and audited by the State pursuant to TRLIA’s funding agreement under Proposition 1E.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board hereby authorizes the Executive Director to approve change orders for construction work required in support of TRLIA awarded projects, up to the statutory maximum (currently $210,000), as long as budgeted funds are available.
PASSED AND ADOPTED this 5th day of April, 2011, by the Board of Three Rivers Levee Improvement Authority by the following vote:

AYES: Directors Brown, Crippen Graham, Griego, Nicoletti

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST: DONNA STOTTLMEYER,
CLERK OF THE BOARD

APPROVED AS TO FORM: GENERAL COUNSEL
SCOTT SHAPIRO

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTLMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By: [Signature]
Date: April 6, 2011
TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director

SUBJECT: Contract Change Order #8, Agreement with River Partners executed July 27, 2010 for Maintenance at the Feather River Elderberry Transplant Area

Recommended Action:
Authorize the Executive Director to approve and execute a contract change order to include additional work by River Partners related to maintenance at the Feather River Elderberry Transplant (FRET) area once General Counsel has reviewed and approved. The amount of the change order shall be $135,080.

Background:
The Feather River Elderberry Transplant site, located in the setback area of the Feather River, was constructed by TRLIA to compensate for adverse impacts to the valley elderberry longhorn beetle.

The site was constructed in 2010 and the installed vegetative plantings are well established. Additional transplants were added to the FRET in 2013 from the Feather River Toe Access project (north of Island Ave) and in 2016 from the WPIC 200-Year project. The transplants and related plantings from these projects are concentrated in a ~ 6-acre portion in the northwest of the FRET. The current maintenance, monitoring, and reporting activities are related to the post 2013 elderberry transplants and companion plantings.

River Partners is currently providing maintenance, monitoring, and reporting of the FRSMP and FRET and under contract through December of 2019.

Discussion:
The proposed Change Order No. 8 includes 2 additional years (2020 and 2021) of maintenance and monitoring of the FRSMP and FRET (see attached Scope of Work & Payment Schedule). The proposed contract work shall be completed on December 31, 2021.

Fiscal Impact:
The contract Change Order No. 8 would increase the existing contract by $135,080 to a maximum amount not exceeding a total contract of $1,995,352.80. This work will be paid for by TRLIA local O&M funds for ECO mitigation sites.

Attachment:
River Partners Change Order No. 8 Scope of Work and Payment Schedule
### Change Order

**River Partners**  
580 Vallombrosa Ave.  
Chico, CA 95926  
530-894-5401

**Owner:** Three Rivers Levee Improvement Authority  
**Contractor:** River Partners  
**Project name:** Feather River Setback Mitigation & Planting

**Date:** 3/15/2020  
**Change order number:** 8

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<th>Original contract date: 7-15-10</th>
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1. Two additional years (March 2020 through December 2021) of maintenance, irrigation, and annual monitoring and reporting of the Feather River Elderberry Transplant site

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<th>Description</th>
<th>Amount</th>
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<td>1. Two additional years (March 2020 through December 2021) of maintenance, irrigation, and annual monitoring and reporting of the Feather River Elderberry Transplant site</td>
<td>$135,080.00</td>
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The original contract sum was: $1,199,747.00  
Net amount of previous change orders: $660,525.80  
Total original contract amount plus or minus net change orders: $1,860,272.80  
Total amount of this change order: $135,080.00  
The new contract amount including this change order will be: $1,995,352.80

**Contractor:**  
Julie Rentner, President, River Partners  
580 Vallombrosa Ave.  
Chico, CA 95926  
530-894-5401  
**Date:** 3/15/2020  
**Signature:**

**Owner:**  
Paul Brunner, Executive Director, TRLIA  
1114 Yuba Street  
Marysville, CA 95901  
**Date:** 3/15/2020  
**Signature:**

---
To assist TRLIA in building upon their successes and meet their mitigation obligations associated with the Messick Lake, Floodplain Drainage Swale, and Feather River Elderberry Transplant Mitigation Areas, River Partners proposes the following:

- Two additional years of routine maintenance at the Feather River Elderberry Transplant mitigation areas including weed control activities such as mowing and herbicide application, as well as timely irrigation events to increase the survivorship, stature, and sustainability of the plantings.
  - Maintenance will focus on the ~6 acres associated with the 2013 Levee Toe Access transplants, and the 2016 WPIC transplants.

- Two additional years of trash removal at the Feather River Elderberry Transplant site.

- Annual monitoring and reporting of the mitigation areas in accordance with US Army Corps guidelines.
## FRSMP: Messick Lake, Floodplain Drainage Swale, and Feather River Elderberry Transplants

### River Partners Proposal

Jan 2020 - December 2021

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### Task Descriptions and Totals

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TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director

SUBJECT: Contract Approval – Jacobs GENERAL SERVICES TO TRLIA, INCLUDING, BUT NOT LIMITED TO REGIONAL FLOOD MANAGEMENT PLANNING

Recommended Action
Approve contract for Jacob not to exceed $200,000 to provide general services to TRLIA, including, but not limited to Regional Flood Management Planning.

Background
In 2019, TRLIA submitted a funding request to the California Department of Water Resources (DWR) to provide funding for continuing efforts on the Feather River Regional Flood Management Plan (RFMP). DWR anticipates providing initial funding soon (within 2 months) and TRLIA, along with regional partners, will initiate efforts to update the RFMP. The RFMP will be in direct support of DWR’s update to the Central Valley Flood Protection Plan (CVFPP) in 2022.

Discussion
Following the TRLIA Board’s approval to submit the funding request to DWR, TRLIA discussed support to implement the goals of the RFMP with consultants. TRLIA currently has most team members in place with existing contracts and requires support from a uniquely qualified firm that is not currently on the team. The consulting firm is Jacobs. Their qualifications listed below for this support are specific to their firm and justifies adding them to the team without a formal RFP process.

- The Jacobs team was the prime consultant supporting the Department of Water Resources in the development and successful adoption of the 2017 CVFPP Update. The Jacobs team also led the development of a wide variety of technical and planning efforts that supported the 2017 CVFPP Update, including the Basin-Wide Feasibility Studies, Investment Strategy, climate change analyses, OMRR&R Work Group, Multi-Objective O&M, and several others.
- The Jacobs team has been selected to support the Department of Water Resources in the development of the 2022 CVFPP Update. The primary technical and planning supporting efforts that Jacobs will be leading include climate change analyses, flood risk analyses, updates to the Conservation Strategy and Investment Strategy, and CEQA documentation.
The Jacobs team prepared the Upper San Joaquin River RFMP and was a primary author of the Mid San Joaquin RFMP. The Jacobs team is currently supporting the Upper San Joaquin River Region in Central Valley Flood Protection Board and Department of Water Resources forums and will continue support the region in various capacities in the 2022 CVFPP planning cycle.

The Jacobs and MBK flood management teams are currently leading preparation of the Bear River Corridor Management Plan, located in the Feather River RFMP region, to improve long-term operations and maintenance along the Bear River.

The Jacobs team has prepared successful grant applications for RFMP-identified projects to help advance project implementation.

**Fiscal Impact**

This work is estimated to cost $200,000. Expenditures will be tracked monthly to ensure no work in excess of this amount. The funding is provided by DWR and there is no direct fiscal impact to TRLIA other than administrative costs to manage this contract and potentially a 10% retainage imposed by DWR until specific RFMP tasks are completed and invoiced.

**ATTACHMENT**

1. Jacobs Contract
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for professional services (“Agreement”) is made as of the Agreement Date set forth below by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and JACOBS (the “CONSULTANT”).

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

   The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

   Commencement Date: April 8, 2020
   Termination Date: December 31, 2023

   Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow THREE RIVERS LEVEE IMPROVEMENT AUTHORITY time in which to complete a novation or renewal contract for CONSULTANT and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

   CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

   THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in the manner specified in Attachment "B".
4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

6. DESIGNATED REPRESENTATIVES.

Paul G. Brunner, Executive Director, is the representative of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Jacobs Engineering, Inc. is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - General Provisions

8. TERMINATION. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONSULTANT shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ________________, 20 .
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are described in the Scope of Work titled GENERAL SERVICES TO TRLIA, INCLUDING, BUT NOT LIMITED TO REGIONAL FLOOD MANAGEMENT PLANNING. These services will be directed by the member partners listed in the RFMP MOU. Typical services include technical support in the update the 2017 RFMP.

A.2. TIME SERVICES RENDERED.

See Appendix.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent CONSULTANT, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner: THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
ATTACHMENT B

PAYMENT

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT a contract fee not to exceed $200,000; CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed $200,000 without an amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Board of Directors.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative (Operative Provision 7) and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Payment for additional services shall be made to CONSULTANT by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.
ATTACHMENT C

GENERAL PROVISIONS

C.1 INDEPENDENT CONSULTANT STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of CONSULTANT shall be performed as an independent CONSULTANT and not as an agent, officer or employee of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. It is understood by both CONSULTANT and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

C.1.2 CONSULTANT shall have no claim against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers’ Compensation and Medi-Care payments.

C.1.4 As an independent consultant, CONSULTANT is not subject to the direction and control of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY except as to the final result contracted for under this Agreement. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

C.1.5 CONSULTANT may provide services to others during the same period service is provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under this Agreement.

C.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

C.1.7 As an independent CONSULTANT, CONSULTANT hereby indemnifies and holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless from any and all claims that may be made against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Page 6 of 16
C.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

C.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT’S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, CONSULTANT or its subconsultants shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and any related agency governed by the Board of Directors which is letting the contract or for whom the services under the contract are being provided, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY’S, or related agency’s, officials, employees, and volunteers as additional insured (excluding workers’ compensation and professional liability insurance), (hereinafter referred to as “the insurance”). The limits of insurance herein shall not limit the liability of the CONSULTANT hereunder.

C.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with thirty (30) days written notice of such intended cancellation. If CONSULTANT fails to maintain the insurance provided herein, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

C.4.2 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure insurance covering general liability, automobile liability, and workers’ compensation. Coverage shall be at least as broad as:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Risk Manager prior to acceptance of the Agreement.
(b) Insurance Services Office Business Auto Coverage
form number CA 0001 0187 covering Automobile Liability, code 1
“any auto” and Endorsement CA 0029.

(c) Workers’ Compensation insurance as required by the
Labor Code of the State of California and Employers Liability
insurance.

(d) If this Agreement is for the provision of professional
services, Professional Errors and Omissions Liability Insurance,
with a coverage form subject to THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY approval.

C.4.3 OTHER INSURANCE PROVISIONS.   The policies are to contain, or
be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

   (i) The THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY and the public
entity awarding the contract if other than the
THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY, and their officials, employees and
volunteers are to be covered as additional insureds
as respects: liability arising out of activities
performed by or on behalf of the CONSULTANT;
products and completed operations of the
CONSULTANT; premises owned, leased,
occupied, or used by the CONSULTANT; or
automobiles owned, leased, hired, or borrowed by
the CONSULTANT. The coverage shall contain no
special limitations on the scope of protection
afforded to the THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY, its officials,
employees or volunteers.

   (ii) The CONSULTANT’S insurance
coverage shall be primary insurance as respects the
THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY, its officials, employees and
volunteers and any other insureds under this
Agreement. Any insurance or self-insurance
maintained by the THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY, its officials,
employees and volunteers or other insureds shall be
excess of the CONSULTANT’S insurance and shall
not contribute with it.
(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the CONSULTANT’S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(b) Worker’s Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds under this Agreement.

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or below minimum limits required under this Agreement except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.4.4 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

C.4.5 MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of
the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500). Coverage may be made on a claims-made basis with a “Retro Date” either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the Agreement effective date, the CONSULTANT must purchase “extended reporting” coverage for a minimum of twelve (12) months after completion of services.

C.4.6 SUBCONSULTANTS. In addition to the above policies, if CONSULTANT hires a subconsultant under this Agreement CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultant shall be subject to all of the requirements stated herein. If CONSULTANT requires subconsultant to provide insurance coverage, then CONSULTANT shall be named as an additional insured under such policy or policies (excluding workers’ compensation and professional liability insurance).

C.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. At the option of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, either the insurer shall reduce or eliminate such deductions or self-insured retentions as respects THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers; or, the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

(a) CONSULTANT shall furnish THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or on forms received and approved by the THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY before work commences. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) CONSULTANT shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONSULTANT has delivered the certificate(s) of insurance and endorsement(s) to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as previously described. If CONSULTANT shall fail to procure and maintain said insurance, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONSULTANT to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY upon demand. The policies of insurance provided herein which are to be provided by CONSULTANT shall be for a period of time sufficient to cover the term of the Agreement, including THREE RIVERS LEVEE IMPROVEMENT AUTHORITY’S acceptance of CONSULTANT’S work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CONSULTANT will deliver to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

C.5 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, arising out of the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT’S officers, agents, employees, or subconsultants.

C.6 CONSULTANT NOT AGENT. Except as THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
C.8 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of its desire for removal of such person or persons.

C.9 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT'S profession.

C.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

C.11 TAXES. CONSULTANT hereby grants to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY the authority to deduct from any payments to CONSULTANT any THREE RIVERS LEVEE IMPROVEMENT AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

C.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

C.12.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

C.12.2 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.
C.12.3 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as work accomplished to date; provided, however, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY such financial information as in the judgment of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts,
pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and CONSULTANT agrees to deliver reproducible copies of such documents to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY on completion of the services hereunder. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

C.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
C.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto,

shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.24 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C.28 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

C.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
C.32  **CONFLICT OF INTEREST.** Neither a THREE RIVERS LEVEE IMPROVEMENT AUTHORITY employee whose position in THREE RIVERS LEVEE IMPROVEMENT AUTHORITY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT’S financial interest. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

C.33  **NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner, Executive Director

1114 Yuba Street, Suite 218

Marysville, CA 95901

If to "CONSULTANT":

JACOBS

Allen Highstreet, Vice President

2485 Natomas Park Drive

Sacramento, CA 95833