CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS

for the
Construction of the

Three Rivers Levee Improvement Authority
Yuba South Levee Station 2154+00 Remediation

April 2015

RECLAMATION DISTRICT NO. 784
Yuba County, California
CONSTRUCTION SPECIFICATIONS

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
YUBA SOUTH LEVEE STATION 2154+00 REMEDIATION

SPECIFICATION No. PH4 2015-02

Prepared by:

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Under the direction of:

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Program Engineer

June 2015
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CONTRACT DOCUMENTS
NOTICE INVITING SEALED PROPOSALS

NOTICE IS HEREBY GIVEN that the Three Rivers Levee Improvement Authority, hereinafter called TRLIA is inviting sealed proposals or bids for "CONSTRUCTION OF THE YUBA SOUTH LEVEE STATION 2154+00 REMEDIATION."

Sealed bids addressed to “Construction of the Yuba South Levee Station 2154+00 Remediation,” c/o TRLIA, 1114 Yuba Street, Suite 218, Marysville, CA 95901, will be received by mail or hand delivery until 2:00 PM. on July 29, 2015. The formal bid opening will take place at the offices of TRLIA, 1114 Yuba Street, Suite 218, Marysville, CA  95901, at 2:30 PM local time, on July 29, 2015, at which time they will be publicly opened and read.

The project consists mainly of placement of approximately 7,700 cubic cut yards of embankment fill along the landside slope of the levee. The newly placed fill will be planted with grass seed to provide erosion protection. Provision of the fill material will be the responsibility of the contractor.

Work will be done and progressive payments made in accordance with and as more particularly described in the Specifications and Drawings.

Bids must be accompanied by a Proposal Guarantee amounting to ten percent (10%) of the bid as described in the Specifications. Said guarantee shall be applied toward any damages sustained by TRLIA in case that bidder depositing the same does not within ten (10) days after written notice that the contract has been awarded to him, (1) enter into a contract with TRLIA and (2) furnish Performance Bond as described in the Specifications.

TRLIA reserves the privilege of rejecting any and all bids or to waive any irregularities or informalities in any bids or in the bidding procedures, or to postpone the bid opening for good cause.

All bids shall remain valid and open for a minimum of 30 days.

All correspondence or other communications, written and oral, during the bidding and evaluation period must be directed to TRLIA as follows:

Doug Handen, TRLIA Representative
(916) 635-5200
c/o Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, California 95901

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all workmen employed by them in the execution of the Contract work.

The successful bidder, and each of his/her/its subcontractors, shall be required to comply with all local, state, and federal labor laws and regulations. They shall be required to pay the local prevailing rate of per diem wages as established by the Director of the California Department of Industrial Relations. Copies of said wage rates are on file at the office of TRLIA, and shall be made available to any interested party, on request.
In accordance with the provisions of Section 22300 of the Public Contract Code, the contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment, by entering into an Escrow Agreement for Security Deposits in Lieu of Retention.

At the time of Award of Contract, the successful Bidder must be in possession of at least a Class A General Engineering Contractor license issued by the California Contractor’s State License Board.

Plans and specifications, forms of proposals, bonds and contracts can be viewed and downloaded online at: www.trlia.org. Refer to Notice to Contractors Plans and Specs announcement. Copies of the bid documents may be purchased for $50.00 per set at Copy City located at 515 D Street, Marysville, CA.

Time limit for completion of the work is 100 calendar days after the issuance of the Notice to Proceed.

The Contractor or any listed subcontractors shall not be qualified to bid on this Project, be listed in a bid proposal for this Project (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of this Agreement, unless currently registered and qualified to perform public work with the California Department of Industrial Relations pursuant to Labor Code section 1725.5. An unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
INSTRUCTIONS TO BIDDERS

1. Bidders shall fill out and sign the following documents herein enclosed; failure to do so would constitute a non-responsive bid.

2. Bids shall be submitted in a sealed envelope, clearly marked on the outside, "CONSTRUCTION OF THE YUBA SOUTH LEVEE STATION 2154+00 REMEDIATION."

3. Instructions to bidders are hereby made a part of the contract documents.

4. The bidding documents shall not be removed from bound set of contract documents; including the notice, bidding documents, general conditions, and specific requirements.

5. A signed copy of any addenda issued before the bidding date shall be enclosed with the bid.

6. Prior to submission of bid, Bidders shall visit the site and familiarize themselves with the existing site, construction materials, existing structures, access to the areas of construction, and any other items which may affect their proposals. The submittal of a bid shall be construed that such a visit has been made and that the Bidder has full knowledge of such conditions.

7. To establish a basis for determining the quantities of materials to be handled in this contract, the Contractor shall review the contract drawings and bid documents, and shall perform any calculations or computations he deems necessary to verify the accuracy of the information shown thereon and shall confirm his agreement in writing to TRLIA upon submittal of his bid.
PROPOSAL FOR CONSTRUCTION OF THE
YUBA SOUTH LEVEE STATION 2154+00 REMEDIATION

Honorable Chair and Members of the Board
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA  95901

Members of the Board:

Pursuant to the foregoing Notice Inviting Sealed Proposals, the undersigned hereby proposes and binds himself on award by the Three Rivers Levee Improvement Authority (TRLIA) under this proposal, to execute in accordance with such award, a contract with necessary bonds of which this proposal, the Notice Inviting Sealed Proposals, and the plans and specifications adopted shall be a part, to furnish any and all labor, material, equipment and services necessary for satisfactorily performing and completing the work set forth in said specifications and shown on the plans accompanying them, within the time hereinafter set forth and at the price named in this proposal and the List of Quantities and Prices.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and conditions existing at the site of the work and environs.

The undersigned has checked carefully all the above figures and understands that TRLIA will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned understands that the quantities as set forth under the foregoing units are approximate only and are for the purpose of comparing bids and fixing the amount of bonds and agrees that these quantities may be increased or decreased, or the relative amounts of the various items varied without claim or damage or loss of anticipated profit, and that payment will only be made on the basis of the actual quantities of work performed.

The undersigned understands that TRLIA reserves the right to reject any and all bids and to waive any informality in bids received and may at its option make the award that in the judgment of TRLIA is to the best interest of TRLIA.

It is acknowledged and understood that this proposal shall remain valid and open for a minimum of 30 days.

Enclosed herewith is a certificate of fair employment practices, a certificate of Security for Compensation, and a Proposal Guarantee (bidder's bond, certified check, cashier's check) for amount equal to Ten Percent (10%) of the amount bid ($_________________) and the undersigned agrees that, in case of his default in executing and/or furnishing the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of TRLIA as liquidated damages.

In accordance with the specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after execution of the contract by TRLIA and the receipt of a notice from TRLIA to proceed with the work, and shall be completed no more than 100 days after the issuance of the Notice to Proceed.
The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workmen and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality of which the work is to be performed, as ascertained and published by the California Department of Industrial Relations, Division of Standards and Research, a copy of which is on file in TRLIA office.

Name under which business in conducted: ________________________________

_________________________________________________________________

_________________________________________________________________

Business Address: __________________________________________________

_________________________________________________________________

Zip: ___________________ Telephone: ____________________________

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.

_________________________________________________________________

IF CORPORATION, execute here:
The undersigned certify that they sign this contract proposal with full and proper authorization so to do.

Corporate Name: ___________________________________________________

By: __________________________________________ Title: ____________________

By: __________________________________________ Title: ____________________

Incorporated under the laws of the State of ____________________________

Attachments: Security for Compensation Certificate, Bidders Statement of Subcontractors, (Bidder's Bond, Cashier's Check, or Certified Check).

Date: ____________________________ Contractor's License No. _____________

Expiration Date _________________
TO THE TRLIA BOARD

The undersigned declares he has carefully examined the location of the proposed work, that he has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with the said plans, specifications, and special provisions for the unit price set forth in the following schedule:

CONTRACTOR:  ________________________________________________________________
ADDRESS:  ________________________________________________________________
CITY:  ________________________________________________________________
TELEPHONE NUMBER:  _______________________
CONTRACTOR'S LICENSE #:  ____________________ EXP. DATE:  ____________________

Bid Schedule Instructions:  Complete Bid Schedule #1.  Bids will be evaluated based on the total of Bid Schedule #1.
## EXHIBIT A

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description of Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price (figures)</th>
<th>Total Price of Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization/Demobilization</td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SWPPP Preparation and Maintenance</td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SWPPP BMP Straw Wattle</td>
<td>700</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>SWPPP BMP Stabilized Construction</td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Topsoil Stripping Existing Berms</td>
<td>890</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Embankment Fill</td>
<td>7,700</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Respread Topsoil</td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Erosion Control Seeding</td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL AMOUNT OF BID FOR SCHEDULE #1 (SUM OF ALL BID ITEMS 1-8):

NOTE: Work to be as per Specifications and Plans attached hereto. Payment Bond and a Performance Bond in the amount of 100% of anticipated total contract price must be provided if total contract price is in excess of $25,000.00

DATED: ____________________  CONTRACTOR: ____________________
This agreement, made and entered this ________ day of __________________, 2015, by and between the Three Rivers Levee Improvement Authority, hereinafter TRLIA, and ________________________, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by TRLIA, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by TRLIA:

Perform foundation preparation and furnish equipment, materials, and labor to place approximately 7,700 cubic yards of embankment fill along the levee landside slope between stations 2151+79 and 2156+36, as per the plans and specifications entitled “Reclamation District No. 784, Three Rivers Levee Improvement Authority, Yuba South Levee Station 2154+00 Remediation” dated March 2015, and per the unit prices shown on Exhibit A.

The total agreed upon price: _____________________________________________________, based on unit prices.

Payment shall be made within sixty (60) days after acceptance of work or portions thereof by TRLIA or as follows: Monthly payments will be made upon submission of a progress report with estimate of work accomplished and review and approval of the payment submission by the TRLIA Representative.

CONTRACTOR shall provide TRLIA with payment bond in the amount of 100% of the Contact Price in accordance with Civil Code Sections 3247 through 3258. No payment will be made by TRLIA until such bond has been received.

CONTRACTOR shall provide TRLIA with performance bond in the amount of 100% of the Contact Price guaranteeing faithful performance of said contract.

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following documents, which are all hereby incorporated by this reference:

- This Contract Form;
- Notice Inviting Sealed Bids;
- Instructions to Bidders;
- General Provisions;
- Construction Quality Control;
- Environmental Protection;
- Technical Provisions;
- Proposal for Construction;
- Bidder’s Statement of Subcontractors;
- Security for Compensation certificate;
- Fair Employment Practices certificate;
- Noncollusion Affidavit
- Performance Bond.
- Payment Bond.
FORM “A-3”

- Bid Bond
- Certificates of Insurance and Endorsements.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

The above documents are collectively referred to as the “Contract Documents.” To the extent that there is a conflict between the terms of any of the Contract Documents, the document that is listed higher in the above list of Contract Documents shall control. For example, if there were a conflict between the Contract Form and the General Provisions, the Contract Form would control because it is listed higher in the above list.

This instrument and the other documents mentioned above constitute the complete Contract between TRLIA and CONTRACTOR and the said other documents are as fully a part of this Contract as if hereto attached or herein repeated.

As used herein, “INDEMNIFIED PARTIES” collectively refers to all the following: TRLIA and its board of directors, officers, agents and employees; and the State of California, and all of its agencies, departments, officers, agents and employees, including but not limited to the Central Valley Flood Protection Board and the Department of Water Resources and their respective officers, agents and employees.

CONTRACTOR shall be responsible for its own work, property, and/or materials until completion and final acceptance of the work by TRLIA. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property, and/or materials at its own expense, as directed by TRLIA. CONTRACTOR waives all rights CONTRACTOR might have against TRLIA for loss of or damage to CONTRACTOR's work, property, or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of TRLIA. CONTRACTOR agrees to indemnify, defend, and hold harmless INDEMNIFIED PARTIES from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR's performance of this Contract, all so as to fully relieve INDEMNIFIED PARTIES from and protect it against any and all responsibility or liability therefore or in regard thereto.

Contract No. PH4 2015-02
TRLIA operates a Labor Compliance Program ("LCP") pursuant to Labor Code sections 1771.5, 1771.7 and 1771.8. Strict adherence to all provisions of the Labor Code is mandatory.

In accordance with the provisions of section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.8.

It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement.

TRLIA or TRLIA Representative shall make periodic site visits to observe and interview workers regarding the payment of prevailing wages and proper work classifications. Contractor and each Subcontractor shall cooperate and coordinate with TRLIA and provide unaccompanied access to workers on the job site.

Attention is directed to the provisions in section 1777.5 and sections 1777.6 of the Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it.

Contractors and any Subcontractors shall be assessed penalties for violating labor code sections as stated above and as specified in the labor code.

CONTRACTOR certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

This agreement shall not be modified except by written document executed by the parties hereto.

CONTRACTOR                  TRLIA

By: ____________________________         By: Paul G. Brunner, PE
Title: ____________________________        Title: Executive Director
The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each, together with a statement of the portion of the work to be done by each.

<table>
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<th>License Number</th>
<th>Address</th>
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☐ Check if none proposed.

(Signature of Bidder)
SECURITY FOR COMPENSATION CERTIFICATE

TO: Paul G. Brunner, PE

Executive Director, Three Rivers Levee Improvement Authority

1114 Yuba Street, Suite 218

Marysville, CA 95901

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

____________________________________
(Signature of Bidder)

Business Address _____________________________________________________________

Place of Residence ___________________________________________________________

(This certification must be executed by the successful bidder prior to the award of contract. The bidder shall execute the certification on the page at the time of submitting his bid).
TO:  Paul G. Brunner, PE

Executive Director, Three Rivers Levee Improvement Authority

1114 Yuba Street, Suite 218

Marysville, CA  95901

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

Perform foundation preparation and furnish equipment, materials, and labor to place approximately 7,700 cubic yards of embankment fill along the levee landside slope between Stations 2151+79 and 2156+36 of the Yuba South Levee

(Signature of Bidder)

Business Address _____________________________________________________________

Place of Residence ___________________________________________________________

(This certification must be executed by the successful bidder prior to the award of contract. The bidder shall execute the certification on the page at the time of submitting his bid).
NONCOLLUSION AFFIDAVIT

______________________________________________________, being first duly sworn, deposes and says that he/she is ________________________________________ of the party making the foregoing bid; 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, 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this date ________________________ 2015, at __________________, ________.

NAME OF BIDDER: ______________________________________________________________

SIGNATURE OF: _______________________________________________________________

NAME/TITLE: ________________________________________________________________
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Three Rivers Levee Improvement Authority (hereinafter referred to as “TRLIA”) and ______________ (hereinafter referred to as “Principal”) have entered into a contract for the construction of the Yuba South Levee Station 2154+00 Remediation; and

WHEREAS, under the terms of said contract Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code;

NOW, THEREFORE, we, the Principal, and ______________________________________
__________________________________ _________________________________________
as Surety, are held and firmly bound unto TRLIA in the penal sum of _____________________________
___________________________________________________________________________
dollars ($                      ) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal or its subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the Surety will pay for the same, in an amount not exceeding the amount herein above set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right to action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _______ day of ______________________, 2015, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
NOTE: 

To be signed by Principal and Surety and acknowledgment and notarial seal attached.

By: ________________________________ (Principal)

By: ________________________________

By: ________________________________ (Surety)

By: ________________________________

By: ________________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Three Rivers Levee Improvement Authority (hereinafter referred to as “TRLIA”) has entered into a contract with ___________________________ (hereinafter referred to as “Principal”) for construction of the Yuba South Levee Station 2154+00 Remediation; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and ______________________________, as Surety, are held and firmly bound unto TRLIA in the penal sum of ___________________________ Dollars ($_______________), lawful money of the United States, being a sum equal to the total amount payable under the contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his 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, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to satisfactory completion of the said contract, the above obligations to the amount of ___________________________ Dollars ($_______________) being not less than ten percent (10%) of the total amount payable under the contract, shall hold good for a period of ninety (90) days after the completion and acceptance of said work, during which time if the above bounded Principal shall fail to make full, complete and satisfactory repair and replacement or totally protect TRLIA from loss or damage made evident during said period of ninety (90) days from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of ___________________________ Dollars ($_______________) shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

In the event that TRLIA, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum herein above specified, we agree to pay to TRLIA or its successors or assigns, a reasonable sum on account of attorney’s fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ________ day of ____________, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
NOTE: (Principal)

To be signed by Principal and Surety and acknowledgment and notarial seal attached.

By: ____________________________

By: ____________________________

(Surety)

By: ____________________________

By: ____________________________
1. General
This work consists of performing all operations and all related work necessary to place approximately 7,700 cubic yards of embankment fill along the levee landside slope between stations 2151+79 and 2156+36.

1.1. Definitions & Abbreviations
For the purposes of these specifications, the following definition and abbreviation of terms apply:

“TRLIA or Owner” – The Three Rivers Levee Improvement Authority as the contracting entity for the work specified herein.

“TRLIA Representative” - Handen Company, Inc., A Corporation, Construction management as representative for TRLIA.

“Inspector” - Engineering or technical inspector(s) duly authorized or appointed
by TRLIA Representative or TRLIA, limited to the particular duties entrusted to him or them.

“Contractor” - Party entering into contract with TRLIA for the performance of work covered by this contract, and his authorized agents or legal representatives.

“Day” or “Days” - Unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

“Landside Slope” - The slope or face of the levee embankment on the opposite side of the levee crown from a river, slough, bay, or other water course.

“Waterside Slope” - The slope or face of the levee embankment adjacent to a river, slough, bay or other water course.

2. Examination of Plans, Specifications, Special Provisions, and Site Work:

The bidder is required to examine carefully the site, proposal, plans, specifications, and contract forms for the work contemplated, and it will be assumed the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, as to the requirements of the specifications, the special provisions, and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

The bidder shall receive no additional compensation for any obstacle or difficulties due to surface or subsurface conditions actually encountered. Where investigations of surface or subsurface conditions have been made by TRLIA in respect to foundation or other structural design, and that information is shown in the plans, said information is included only for the convenience of bidders. TRLIA assumes no responsibility whatsoever as to the sufficiency or accuracy of borings, or of the logs of test borings or other investigations or tests, or of the interpretation thereof; there is no guarantee, warranty or representation, express or implied, that the conditions indicated thereby in fact exist or are representative of those existing throughout the work. Such information shall be used as a basis for bids at the bidder's own and sole risk; making such information available to bidders is not to be construed in any way as a waiver of the other provisions of this paragraph, and bidders must satisfy themselves through their own investigation as to the surface and subsurface conditions to be encountered at the site.

3. Proposal Form

All proposals must be made upon the Bid Form attached to these specifications.

All proposals must give the prices proposed and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name and state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.

3.1 Proposal Guarantee

Each bidder shall furnish a bid guarantee in the amount of 10% of the bid price.
The bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier’s check or irrevocable letter of credit. TRLIA will return bid guarantees, other than bonds to unsuccessful bidders as soon as practicable after the opening of bids and to the successful bidder upon execution of contractual documents and bonds as required by the bid as accepted.

4. Rejection of Proposals Containing Alterations, Erasures, or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. Add the following sentence at the end of the paragraph: TRLIA has the right, in its sole discretion, to reject any proposals. TRLIA also has the right, in its sole discretion, to waive any variances in any proposals and accept any proposals.

5. Award of Contract

All bids will be compared on the basis of TRLIA Representative's estimate of quantities of work to be done. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The TRLIA Board of Directors will have to approve awarding the contract for this work. The TRLIA board meets on the first and third Tuesdays of each month. The award, if made, will be made within thirty (30) days after the TRLIA Board approves award; Contractor's bid shall remain valid for at least forty-five (45) days after opening of the bids.

6. Responsible Bidder

TRLIA reserves the right to reject the bid of any Bidder who in the opinion of the Board of Directors is not responsible or has previously failed to perform properly, or to complete on time, contracts of a similar nature, is not in a position to perform the contract, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, or employees. In determining if a bidder is responsible, the following elements, in addition to those mentioned above, will be considered, to wit: Whether the Bidder involved, (1) maintains a permanent place of business, (2) has adequate plant and equipment available to do work properly and expeditiously, (3) has suitable financial resources to meet the obligations incident to the work, and (4) has appropriate experience.

The Bidder may be required, prior to execution of a contract and upon request of TRLIA, to prove to TRLIA's satisfaction that he has the skill and experience and that he has the necessary facilities and ample financial resources to perform the Contract in a satisfactory manner and within the required time.

7. Execution of Contract

The contract shall be signed by the successful bidder and returned, together with any applicable bonds, within ten (10) days, after the bidder has received notice that the contract has been awarded.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award. The bid guarantee will become and remain the property of TRLIA as liquidated damages.
7.1 Notice to Proceed
Upon successful completion of 7, above, and 8, below, TRLIA shall issue written Notice to Proceed to Contractor.

7.2 Preconstruction Conference
Subsequent to receiving Notice to Proceed and prior to start of construction, the Contractor and TRLIA Representative shall attend Preconstruction Conference to finalize project plans and scheduling.

8. Bonds

8.1 Payment Bond
Payment Bond in the amount complying with Civil Code Section 3247 et seq. must accompany contract to be awarded. This Labor & Materials Bond must be provided if the total contract price is in excess of $25,000.00. The bond must be in the amount of 100% of anticipated total contract price. Said bond shall be in the form furnished by TRLIA herein.

8.2 Performance Bond
As part of the execution of this contract, the Contractor shall furnish and bear the cost of a bond of a surety company acceptable to TRLIA, which bond is conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be one hundred percent (100%) of the total contract price, as such sum is set forth in the agreement. Said bond shall be on the form furnished by TRLIA herein.

9. Non-collusion Affidavit
If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and his bondsmen shall be liable to TRLIA for all loss or damage which TRLIA may suffer thereby and the Board of Trustees may call for new bids.

The Bidder's attention is called to the fact that a Bid is not complete and will not be considered for any purpose unless the Non-collusion Affidavit is completely executed and submitted as a part of the Bidder's Bid package.

10. Interest in Contract
The Bidder shall represent and warrant that neither the General Manager, nor any Director, Trustee, officer, or employee of TRLIA is in any manner interested, directly or indirectly, in the bid or in the Contract which may be made under it, or any expected profits to arise therefrom. This section shall not apply to Contracts awarded to a corporation in which the only interest of the General Manager, or any Director, officer, or employee, is the ownership of less than one percent (1%) of the entire capital stock of said corporation.

No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
Under this Section, a restricted individual will not be deemed to have an interest in the Contract awarded to a corporation if his/her only interest is the ownership of less than one percent (1%) of the entire capital stock of said corporation.

11. Assignment
The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part hereof without prior consent, in writing, of TRLIA, endorsed thereon or attached thereto.

12. Audit and Inspection of Records
The Contractor shall permit the authorized representatives of TRLIA to inspect and audit all data and records of the Contractor and any subcontractor relating to the performance under this Contract from the date of the Contract through and until the expiration of three (3) years after completion of the Contract. The inspection and audit provided in this section does not include an audit of the manufacturer’s cost and/or profit, with the exception of single bid or sole source situations.

13. Change Orders
A Change Order is a written instrument, which when signed by Owner, amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents or changes in Contract Price or Contract Time, or any combination of these. A Change Request is a written instrument which, when signed by Owner, is a directive authorizing a change in the Work or in the provisions of the Contract Documents, or an adjustment in Contract Price or Contract Time, or a combination of these. A Change Request is not an instrument that amends the Contract Documents; however, it may be converted into a Change Order. Amounts for Work directed by a Change Request shall not be included in Progress Payment Requests until that Change Request has been incorporated into an approved Change Order.

A Change Order duly executed by Owner and Contractor provides for an all-inclusive settlement for all changes, and direct, supplemental, indirect, consequential, and cumulative costs and delays. Signatures represent a mutual waiver by each party of any and all rights to file a claim on account of these changes.

A Change Request may be used by Owner and Contractor to initiate changes in the Work, or in the Contract Price or the Contract Time. A Change Request will be the instrument used by Owner to direct Work on a time and material basis. A Change Order will be issued to incorporate the instruction to proceed with a change on a time and material basis into the Agreement after the actual cost of the Work has been determined and agreed upon.

13.1 Changes in contract price.
The contract price constitutes the total compensation (subject to authorized adjustments pursuant to change orders) payable to Contractor for all duties, responsibilities, and obligations required to perform the work under this Agreement. All duties, responsibilities, and obligations assigned or undertaken by Contractor shall be at its expense without change in the contract price except as set out below. Contract price may only be changed by a written Change Order signed by the Owner.
The value of any work covered by a Change Order or of any claim for an adjustment in the contract price will be determined as follows:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to Owner's discretionary determination and approval of actual quantities, values, and classifications). Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.; or

2. Where the work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include a mutually agreed upon allowance for overhead and profit); or

3. Where the work involved is not covered by unit prices contained in the Contract Documents and mutual agreement to a lump sum is not reached as set forth above, on the basis of the "Cost of the Work" plus a Contractor's fee for overhead and profit not to exceed 8%. The term "Cost of the Work" means the sum of all costs, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a claim for an adjustment in contract price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items: Payroll costs, costs for all equipment and materials, payments to subcontractors (approved by Owner), costs for consultants specifically employed for the work (and reasonably necessary). However, such costs shall not include: Contractor's overhead for various personnel, including, but not limited to executives, officers, principals, accountants, and attorneys whether at the site or principal office of Contractor, costs incurred for Contractor's negligence, and any other overhead costs not expressly included as allowable costs above.

13.2 Changes in contract time.
Contract time can only be changed by written Change Order signed by Owner or by a written order to accelerate. An extension in contract time will not be granted unless Contractor can demonstrate through an analysis of the progress schedule the increase in the time to perform or complete the work, or specified part of the work, beyond the corresponding contract time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding contract time.

An adjustment in the contract time will be based solely upon net increases in the time required for the performance or completion of the parts of the work controlling achievement of the corresponding contract times(s) at the time the incident that causes the change occurs. However, even if the time required for the performance or completion of controlling parts of the work is extended, an
extension in contract time will not be granted unless performance or completion of the controlling work necessarily extends beyond the contract time in question despite Contractor’s reasonable and diligent actions to guard against these effects.

14. Labor Compliance Program Requirements

14.1 Notice to Bidders
In accordance with the provisions of Sections 1770 and 1773 of the Labor Code, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations. This schedule is available to any interested party on request. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a Subcontractor. Each prime Contractor and all Subcontractors are responsible for compliance with the requirements of Sections 1777.5 and 1777.6.

14.2 Instructions to Bidders
The Contractor and all subcontractors are required to comply with all labor code requirements. Certified payroll records need to be provided to TRLIA’s third party labor compliance reviewer. These records are to be submitted on a weekly basis.

Contractors will receive mandatory project posters from the awarding agency. Contractors are required to display the poster at the job site. The poster will include contact information for the nearest Division of Labor Standards Enforcement Office (Labor Commissioner’s Office).

TRLIA will conduct a pre-job conference before commencement of the work with contractors and subcontractors listed in the bid or who are required to be identified or prequalified in a Design-Build Contract. At the pre-job conference, applicable federal and state labor law requirements shall be discussed. A checklist, showing which federal and state labor law requirements were discussed, shall be kept for each conference. The attached checklist in the format of Appendix A (following section 16421 in subchapter 4 of these regulations) meets this requirement.

TRLIA shall withhold contract payments when payroll records are delinquent or inadequate. TRLIA shall withhold contract payments equal to the amount of underpayment, with penalties, when, after investigation, it has been established that underpayment has occurred.

14.3 Job Start Meeting
TRLIA will conduct a labor compliance pre-job meeting (“Job Start Meeting”) which is mandatory for all Contractors and Subcontractors. TRLIA’s Labor Compliance Program will be discussed with all in attendance. The Job Start Meeting will discuss the payment of prevailing wages, apprenticeship training, penalties, certified payroll records as well as non-discrimination in employment, kickbacks, acceptance of prohibited fees, proper licensing, unfair competition, and worker’s compensation insurance.
15. State Labor Provisions - Construction

15.1 Minimum Wages
All mechanics and laborers employed or working upon the site of the work shall be paid not less than the local prevailing rate of per diem wages as established by the state Industrial Relations, applicable to this project.

15.2 Non-discrimination in Employment
The Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as may be provided in Section 12940 of the Government Code of the State of California.

15.3 Travel and Subsistence Payments
The Contractor shall be required to make such travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Department of Industrial Relations in accordance with Section 1773.1 of the Labor Code of the State of California.

15.4 Penalty for Paying Less than Prevailing Wage Rates
In accordance with California Labor Code Section 1775 the Contractor shall, as penalty to TRLIA, forfeit up to two hundred $200.00 for each calendar day, or portion thereof, for each worker paid less than the minimum prevailing wages for such work or craft in which such worker is employed by the Contractor or by any subcontractor, as required in Subsection 15.1.

15.5 Payroll Records
The Contractor and each subcontractor shall keep and file with TRLIA an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him/her in connection with the public work. The said payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee of his/her authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards.

Pursuant to CA Labor Code 1776 (h) of the State of California the contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprentice Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
15.6 Employment of Registered Apprentices
The provisions of Section 1777.5, of Section 1777.6, and of Section 1777.7 of the Labor Code of the State of California shall be applicable to the Contractor and each subcontractor involved in the construction of the work of improvement.

In the event a contractor or subcontractor is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars ($100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation.

15.7 Working Hours

a. Eight hours' labor constitutes a legal day's work.

b. The time of service of any worker employed upon this work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided in Subsection 15.7.e.

c. The Contractor and each subcontractor shall keep an accurate record, showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with this work. The record shall be kept open at all reasonable hours to the inspection of TRLIA and to the Division of Labor Law Enforcement of the State of California.

d. The Contractor shall, as a penalty to TRLIA, forfeit $25.00 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of these provisions.

e. Notwithstanding the provisions of Subsection 15.7.a to 15.7.d, inclusive above, work performed by employees of the Contractor or any subcontractor, in excess of 8 hours per day, and 40 hours during any one week, shall be permitted if compensation shall be paid for all hours worked in excess of 8 hours per day at not less than 1-1/2 time the basic rate of pay.

15.8 Workers' Compensation

a. In accordance with the provisions of Section 3700 of the Labor Code of the State of California, and in accordance with the USLH workers' compensation where applicable, the Contractor shall be required to secure the payment of compensation to his/her employees.

b. Prior to performing the work of the Contract, the Contractor shall sign and file with TRLIA a certification in the words and phrases set forth in Section 1861 of the Labor Code of the State of California.
15.9 **License Qualifications of Bidder**

Only bids of Contractors qualified and authorized by license to perform the work will be considered. Each bid submitted shall set forth the classification and number of the California Contractor's State License Board license held by the bidder.

15.10 **Listing of Subcontractors**

Each bidder, in submitting his Bid, shall complete and enclose with the bid a “Bidder’s Statement of Subcontractors” which shall contain the following information with respect to each subcontractor to be used on the project:

a. The name, contractor's license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total bid.

b. The portion of the work which will be done by each such subcontractor.

c. If the Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one half of one percent of the Bidder's total bid, the Bidder agrees that he or she is fully qualified to perform that portion himself or herself and that the Bidder shall perform that portion himself or herself.

d. In the event that the Contractor violates any provision of Chapter 4 of Part 1 of Division 2 of the Public Contract Code of the State of California related to the use of subcontractors other than those listed in the Contractor's Bid, then and in such event, the Contractor shall have violated his Contract with TRLIA and these Contract Documents and Specifications. If such violation occurs, TRLIA may exercise the option, in its own discretion, of (1) canceling the Contract with the Contractor or (2) assessing the Contractor a penalty in an amount not to exceed ten percent (10%) of the amount of the subcontract involved, all as more particularly set forth in Section 4110 of the Public Contract Code of the State of California.

15.11 **Insertion in Subcontracts**

The Contractor shall insert in all construction subcontracts the clauses set forth in this Section 15, so that all of the provisions of this Section 15 will be inserted in all construction subcontracts of any tier.

15.12 **State Prevailing Wage Rates**

Local Prevailing Rate of Per Diem Wages as established by the Director of the Department of Industrial Relations for the State of California is available for review at the offices of TRLIA Representative.

**16. Contractor Registration to Bid for Public Works**

The Contractor or any listed subcontractors shall not be qualified to bid on this Project, be listed in a bid proposal for this Project (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of this Agreement, unless currently registered and qualified to perform public work with the California Department of Industrial Relations pursuant to Labor Code section 1725.5. An unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and
Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and all subcontractors shall furnish the record specified in Labor Code section 1776 directly to the Labor Commissioner in the manner set forth in Labor Code section 1771.4.

17. Bid Items
Items bid shall be for the complete operating project as shown on the plans and described in the specifications and shall include all materials, labor, tools, overhead, profit and anything else necessary for a complete workmanlike job.

Payments shall be made on the basis of the bid items listed on the proposal and no additional claims for compensation will be allowed therefore.

18. Intent of Plans and Specifications
The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete details, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

19. Interpretations and Requests for Approved Equals/Changes
Changes and clarifications of the Contract Documents and Specifications, or approved equals, shall only be made by written addendum, signed, numbered, and dated by TRLIA. Bidders will be bound by all addenda issued, whether or not received by the Bidder; it shall be the Bidder's responsibility to make inquiry as to addenda issued.

Requests for approved equals, clarification of specifications, and protest of specifications must be received by TRLIA in writing, not more than three (3) calendar days after the date of the scheduled pre-bid meeting. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other information as evidence that the substitute offered is equal to or better than the specifications' requirement.

TRLIA's replies to requests will be postmarked no later than five (5) calendar days after the date of the scheduled pre-bid meeting unless otherwise indicated in writing by TRLIA.

20. Work to be Done
The work to be done consists of furnishing all labor, methods and processes, implements, tools, machinery, and materials, except as otherwise specified, which are necessary and required to construct and put in complete order for use, the work designated in the contract, and to leave the grounds in a neat condition.
21. Alterations
TRLIA reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by TRLIA Representative; also to make such alterations or deviations, increases or decreases, additions or omissions, in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

22. Bid Item Overrun
Throughout the contract (at a minimum, once a week), the Contractor shall be responsible to monitor placement or installation of unit price items (if any) with respect to the original estimated quantities shown in the contract. If placement or installation indicates a possible overrun with respect to the original estimated quantities shown in the contract, the Contractor shall immediately provide written notification to TRLIA Representative with revised total estimated quantities. Materials (overrun) placed by the Contractor without prior approval or consent of TRLIA Representative may not be paid.

23. Extra and Force Account Work
New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from TRLIA Representative. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account. Extra work, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and TRLIA Representative, or by force account.

If the work is done on force account, the Contractor shall receive the actual cost of all materials furnished by him and equipment rental as shown by his paid vouchers, plus fifteen percent (15%); for all labor and teams that are necessary, he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by TRLIA Representative and by the Contractor, plus twenty percent (20%) provided, however, that TRLIA reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. The price paid for labor shall include any compensation insurance paid by the Contractor.

All extra work and force account shall be adjusted daily upon receipt sheets, prepared by TRLIA Representative, furnished to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

24. Progress Payments
TRLIA shall, upon receipt of a Contractor invoice, cause an estimate in writing to be made by TRLIA Representative of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground, to the time of such estimate and the value thereof. Monthly payments will be made upon submission by the Contractor of a progress report with estimate of work accomplished and review and approval of the payment submission by the TRLIA Representative. TRLIA shall retain five percent (5%) of the value of the materials and labor so estimated to have been furnished and delivered as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay to the Contractor, while carrying on the work, the balance.
not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. The retained amount will not be returned to the Contractor until an as-built plan and cross sections satisfactory to the TRLIA Representative are delivered. No such estimate or payment shall be required to be made when, in the judgment of TRLIA Representative, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than one thousand dollars ($1,000). Work will not be considered complete in areas where a certificate of approval from the County, State, or other regulatory agency is required, until said certificate is received by TRLIA. Retained percentage shall be paid to the Contractor upon final completion and acceptance of all work and delivery of as-built plan and cross sections and 30 days after TRLIA files notice of completion with the County.

25. Final Payment
TRLIA Representative shall, after completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and TRLIA shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of sixty (60) days from the date of acceptance of the work by TRLIA.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the acceptance of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release TRLIA and TRLIA Representative from any and all claims or liability on account of work performed under the contract or any alteration thereof.

Contractor shall not be entitled to Final Payment unless and until it has provided statutory conditional waivers and releases in exchange for final payment for itself and all of its subcontractors and material suppliers. Additionally, within 20 days of receiving final payment, Contractor shall provide Owner with statutory unconditional waivers and releases in exchange for final payment.

26. Release of Retention
In accordance with the provisions of Section 22300 of the Public Contract Code, the Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment, by entering into an Escrow Agreement for Security Deposits in Lieu of Retention.

27. Insurance
Contractor shall not commence or continue to perform any work unless it, at its own expense, has in full force and affect all required insurance. In the event that Contractor employs subcontractors, sub-tier contractors, or any person or entity involved by, for, with, or on behalf of Contractor in the performance of this Project, Contractor shall require and confirm that each meets the minimum insurance requirements specified
below and shall not permit any of them to perform work until they have complied with the same insurance requirements. All of the insurance shall be provided on policy forms satisfactory to Owner.

The types of insurance Contractor shall obtain and maintain for the full period of the Agreement and at all times thereafter when Contractor may be correcting, removing, or replacing defective work, are:

- Worker’s Compensation and Employer’s Liability Insurance (if not exempt)
- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance
- Pollution Liability Insurance
- Excess Liability (Umbrella) Insurance

All insurance policies shall be issued by an insurance company admitted and licensed to transact the business of insurance in the State of California, with an assigned policyholders’ Rating of A and Financial Size Category Class VII in accordance with the latest edition of Best Key Rating Guide, unless otherwise approved by Owner.

Prior to exercising any right or commencing any work on this Project, Contractor shall include Owner, the Central Valley Flood Protection Board, and the State of California Department of Water Resources as additional insureds on all of the insurance policies required by this Agreement (with the exception of worker’s compensation). Contractor shall furnish Owner with endorsements to the required policies of insurance, excepting workers’ compensation and employer’s liability, in such forms reasonably acceptable to Owner confirming that Owner, the Central Valley Flood Protection Board, and the State of California Department of Water Resources are all named as additional insureds for all liability risks on such policies. The additional insured endorsements shall cover but not be limited to liability arising out of any and all activities performed by or on behalf of Contractor and shall include coverage for premises operations and completed products hazards. Moreover, upon request of Owner, Contractor shall provide a certified duplicate original of any of the herein described policies of insurance.

Any deductible or self-insured retention must be declared to and approved by Owner. At the option of Owner and except as is provided for below, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

If any of the required coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificate(s) including the required policy additional insured endorsement(s) to Owner at least ten (10) days prior to the expiration date. In the event of cancellation for non-payment of premium, Owner may pay premiums due by Contractor and deduct the paid payment from amounts then or subsequently owing to the Contractor under this Agreement.

Insurance limits called for herein shall be considered to be minimum and Owner shall have the absolute discretion to require higher limits should the nature of the Work and risks involved call for higher limits. A requirement of higher limits may necessitate an adjustment in Contractor’s compensation pursuant to a change order. Contractor shall give Owner prompt notice of a claim made or a suit instituted arising out of Contractor’s
operations under this Agreement.

Contractor hereby grants to Owner, on behalf of any insurer providing insurance to Contractor with respect to the Work of Contractor under this Agreement, a waiver of any right of subrogation which any such insurer of said Contractor may acquire against Owner by virtue of the payment of any loss under such insurance. Contractor shall provide all applicable endorsements reflecting waiver of the right to subrogation.

All of the below insurance policies are to contain, or be endorsed to contain, the following provisions:

- For any claim related to this Project, the Contractor’s insurance shall be primary insurance with respect to Owner. Any insurance, self-insurance or other coverage maintained by Owner shall not contribute to it.

- Any failure of Contractor to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Owner.

- The Contractor’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.

28.1 **Worker’s Compensation and Employer’s Liability Insurance.**

If Contractor is not exempt due to having no employees, Contractor shall, before commencement of the work, provide a certificate of insurance and an endorsement evidencing that it has obtained for the period of the Agreement, full worker’s compensation insurance coverage as required by law for not less than the statutory limits and employer’s liability insurance in the sum of not less than $1,000,000 per accident for bodily injury and disease for all persons whom they employ or may employ in carrying out the work. By Contractor’s signature on the Agreement, Contractor certifies that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Contractor shall comply with such provisions before commencing the performance of the work under this Agreement.

28.2 **Commercial General Liability Insurance.**

Contractor agrees to carry commercial general liability insurance which shall be on an occurrence basis and which shall include coverage for third party liability risks including, without limitation, bodily injury including coverage for injury, sickness or disease, emotional distress, and death, personal injury/advertising injury, property damage from injury to or destruction of property of others, contractual liability coverage sufficiently broad to insure as described in the section of this Agreement entitled “Indemnification”, premises/operations and products/completed operations, underground excavation and removal of lateral support, explosion and collapse hazard, and independent contractors. Coverage shall have limits of liability of not less than the following:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Limit</th>
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<tbody>
<tr>
<td>Bodily Injury/Property Damage</td>
<td>$1,000,000/each</td>
</tr>
<tr>
<td></td>
<td>$2,000,000/aggregate</td>
</tr>
<tr>
<td>Personal Injury/Advertising Injury</td>
<td>$1,000,000/each</td>
</tr>
<tr>
<td></td>
<td>$2,000,000/aggregate</td>
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</tbody>
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28.3 **Commercial Automobile Liability Insurance.**

Contractor shall maintain a commercial automobile liability insurance policy
which shall cover at least symbol 1 (any auto) for all vehicles, automobiles, trucks, and equipment, including coverage for owned, hired, and non-owned automobiles and shall provide for contractual liability and owned and non-owned mobile equipment to the extent it may be excluded from the commercial general liability policy. Coverage shall have limits of liability of not less than the following:

**Combined Single Limit** $1,000,000

28.4 **Pollution Liability Insurance.**
Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury and property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than $1,000,000.

28.5 **Excess Liability (Umbrella) Insurance.**
Coverage for all required insurance policies shall include excess liability or umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

- **General Aggregate:** $5,000,000.
- **Each Occurrence:** $5,000,000.

28.6 **Contractor’s Responsibility Not Limited by Insurance.**
Nothing contained in these insurance requirements is to be construed as limiting the extent of the liability of the Contractor or Contractor’s insurers or sureties.

28.7 **Maintaining Insurance.**
The maintenance of proper insurance in conformity with the Contract Documents is a material element of this Agreement. If at any time during the life of the Agreement, including the guarantee period, or any extension, Contractor fails to maintain the required insurance in full force and effect, the Work shall be discontinued immediately and all payments due or that become due to Contractor shall be withheld until notice is received by Owner that the required insurance has been restored to full force and effect and that the premiums have been paid for a period satisfactory to Owner. Failure to maintain or renew coverage or to provide evidence of renewal upon request of Owner may be treated by Owner as a material breach of contract.

28. **Indemnification.**
To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Central Valley Flood Protection Board, and the State of California Department of Water Resources, and any of their agents and consultants, and each of their directors, officers, agents, and employees (“Indemnitees”) for any actual or alleged damage or losses relating to any work performed under this Agreement or in any way relating to the Project. Contractor’s defense and indemnity obligation shall include, but not be limited to, Contractor indemnifying, defending, and holding Indemnitees harmless from all actual or alleged liability, claims, damages, losses, expenses, and other costs, including costs of defense and attorneys’ and expert fees, arising out of or resulting from or in connection with the performance of the work, both on and off the project site. However, Contractor shall not be liable for any such claims, damages, losses, expenses, liability and other costs that are caused by the sole negligence, willful misconduct, or active negligence of Indemnitees.

In any and all claims against the Indemnitees by any employee of Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or
anyone for whose acts any of them may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor, or any Subcontractor, or any Supplier or other person under Worker’s Compensation acts, disability benefit acts, or other employee acts.

Additionally, Contractor shall defend, indemnify, and hold Indemnitees harmless from and against: (1) any and all claims, liabilities, loss, damage, costs, or expenses, including reasonable attorneys' fees, awards, and judgments, arising by reason of any claims, liens, stop notices, or bond claims for labor, materials, or equipment used or furnished to be used in connection with the project work, or union trust fund payments arising from or relating to the project work, and (2) all incidental or consequential damages resulting to Owner from such claims, liens, stop notices or bond claims. Contractor shall cause the effect of any such claim, suit, stop notice, or lien to be removed from the Project within ten days after written demand to do so is made by Owner. If Contractor fails to do so, Owner may use whatever means it deems appropriate to cause the suit, stop notice or lien to be removed or dismissed. All resulting cost and expense incurred by Owner shall be immediately due and payable to Owner by Contractor.

29. Laws to be Observed
The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all municipal and County ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

30. Permits and Licenses
The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

32. Public Convenience and Safety
The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Whenever the Contractor's operations create a condition hazardous to his employees or the public, he shall furnish, erect, and maintain at his expense and without cost to TRLIA, such fences, barricades, lights, signs and other protective devices as are necessary to prevent accidents, damages, or injury to his employees or the public.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, TRLIA Representative may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should TRLIA Representative point out the inadequacy of warning and protective measures, such action on the part of TRLIA Representative shall not relieve the Contractor from the responsibility for public
safety or abrogate his obligation to furnish and pay for these devices.

33. Preservation of Property
Trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway facilities, and any other improvements or facilities shall be protected from injury or damage, and if ordered by TRLIA Representative, the Contractor shall provide and install suitable safeguards, approved by TRLIA Representative, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced and restored to a condition as good as when the Contractor entered upon the work.

The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of his responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of his operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

34. Progress of the Work and Time for Completion
The Contractor shall begin work within ten (10) days after receiving the Notice to Proceed and shall diligently prosecute the same to completion no more than 100 days after the Notice to Proceed.

35. Time of Completion and Liquidated Damages
It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by TRLIA, and that it is and will be impracticable to determine the actual damage which TRLIA will sustain in the event of such delay; and it is therefore agreed that the Contractor will pay to TRLIA the sum of Fifteen Hundred Dollars ($1,500.00) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that TRLIA may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

The Contractor will be granted an extension of time of completion and will not be assessed with liquidated damages or the cost of engineering and inspection during any delay in the completion of the work caused by acts of God, or of the public enemy, acts of TRLIA, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather, delays of subcontractors or suppliers arising from unforeseeable causes beyond the control, and without the fault or negligence, of both the Contractor and subcontractors or suppliers; provided that the Contractor shall within two (2) days from the beginning of any such delay notify TRLIA Representative in writing of the causes of delay. TRLIA Representative shall ascertain the facts and extent of delay, and his findings thereon shall be final and conclusive.

36. Suspension of the Work and Termination
36.1 Suspension for Convenience. Without invalidating the Agreement, and without notice to any surety, Owner may, at any time, order Contractor in writing to stop, delay, or interrupt work for such a period of time as Owner may deem appropriate. Upon receipt of that order, Contractor shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

If the Owner’s suspension for convenience causes an increase or decrease in Contractor's cost or the time required to perform or complete any part of the work, Owner shall make a change in Contract Price or Contract Time, as provided in the Agreement; except that no change in Contract Price will be made for any suspension of work to the extent that performance would have been suspended anyhow by causes not meeting the Change Order and Change Request criteria of this Agreement, or for which an authorized adjustment is provided or excluded under any other provision of the Contract Documents.

36.2 Termination for Breach. If Contractor refuses or fails to execute the work or any separable part with such diligence as will ensure its completion within the time specified, including any extensions, or fails to complete the work within such time, or if Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its Subcontractors should violate any of the provisions of the Agreement, or if it should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, to supply enough properly skilled labor or proper materials to complete the work in the time specified, or if it should fail to make prompt payment to Subcontractors or for material or labor or if it should persistently disregard laws, ordinances, or instructions given by Owner or the Owner’s Representatives, or breach any term of this Agreement, Owner may serve written notice upon Contractor and its surety of Owner’s intention to terminate the Agreement. The notice will contain the reasons for such intention to terminate the Agreement, and unless within five (5) days after the service of such notice such violations shall cease and Owner is satisfied with arrangements for corrections, the Agreement shall upon the expiration of said five (5) days cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

In the event of any such termination, Owner shall serve written notice upon the surety and Contractor, and the surety shall have the right to take over and perform the work; provided, however, that if the surety within five (5) days after the serving upon it of a notice of termination does not give Owner written notice of its intention to take over and perform the work or does not commence performance thereof within (7) days from the date of serving said notice upon surety, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost or other damage occasioned Owner thereby, and in such event Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to Contractor that may be on the site of the work. For any portion of such work that Owner elects to complete by furnishing its own employees, materials, tools, and equipment, Owner shall be compensated for such.
If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys’ fees and all costs generated to insure or bond the work of substituted contractors or Subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner promptly upon demand; on failure of Contractor to pay, the surety shall pay on demand by Owner. Any portion of such difference not paid by Contractor or surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the maximum rate authorized by California law.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to Owner.

36.3 Termination for Convenience. Owner may, without prejudice to any other right or remedy, terminate the Agreement in whole or in part at any time for its convenience by giving Contractor five (5) days written notice. Upon receipt of any such notice, the Contractor shall, unless the notice directs otherwise: (1) immediately discontinue the work on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary for completion of such portion of the work under the Agreement that is not terminated; (3) promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated; and (4) assist Owner as specifically requested, in writing, in the maintenance, protection and disposition of property acquired by Owner under the Agreement. Owner shall have the right, in the event of termination, to take over any or all of Contractor’s materials, (whether stored on or off site) supplies, equipment, contracts or other obligations to complete the work and Contractor shall assign them to Owner upon Owner’s request. Contractor shall proceed to complete any part of the work, as directed by Owner, and shall settle all of its claims and obligations under the Agreement.

In any such termination for the convenience of Owner, Contractor shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination. However, Contractor shall not be entitled to any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted Work. Contractor shall justify its claims as requested by Owner with thorough, accurate records and data. The payments described in this paragraph shall be the sole and exclusive remedy to which Contractor is entitled in the event of Termination for Convenience, and Contractor will be entitled to no other compensation or damages and expressly waives same.

If, after notice of Termination for Breach by Contractor, it is determined that Contractor was not in default, the termination shall be deemed to have been for the convenience of Owner. In such event, Contractor may recover from Owner payment in accordance with the above paragraph.

37. Guarantee
The completed project, including all work, materials, devices, and equipment shall be guaranteed by the Contractor against faulty workmanship and materials for a period of one year after final acceptance by TRLIA. The Contractor shall be responsible for all repair and/or replacements to include all labor, materials, equipment, devices, plant and other items of work necessary.
38. Superintendent

Prior to the commencement of work, the Contractor shall designate in writing an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be available at all times to TRLIA Representative while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to TRLIA Representative shall be made for any emergency work which may be required.

Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by TRLIA Representative, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by TRLIA Representative, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by TRLIA Representative in writing.

39. Lines and Grades

All distances and measurements are given and will be made in horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plans.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case such discrepancy exists, it must be reported to TRLIA Representative, the Contractor shall be responsible for any error in the finished work.

The Contractor shall give at least 48 hours’ notice in writing when he will require the services of TRLIA Representative for laying out any portion of the work.

The Contractor shall preserve all bench marks, survey monuments, stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by TRLIA Representative. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

40. Inspection

TRLIA Representative shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the progress of the work, quality of workmanship, and character and quantity of materials used in the workplace.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to TRLIA Representative, so that proper inspection may be provided. Any work done in the absence of TRLIA Representative will be subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by TRLIA Representative and accepted or estimated for payment.
Projects financed in whole or in part with State and/or Federal funds shall be subject to inspection at all times by the agencies involved.

41. Final Inspection
Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleaning up performed, TRLIA Representative will make the final inspection.

If the work has been satisfactorily completed and accepted, the Contractor will be notified of acceptance.

If the Engineer and/or TRLIA determine that the work is not complete, the Contractor will be notified of the deficiencies. The Contractor shall initiate procedures to correct the deficiencies noted and another final inspection shall be made before complete acceptance of the project and final payment.

The cost of all work to be performed to correct any deficiencies shall be borne by the Contractor and shall include furnishing all labor, tools, transportation, supplies, equipment, appurtenances, fuel, and power.

If additional material is required to correct the deficiency, it will be paid at the contract unit price. If the work is under a lump sum item, no additional compensation will be made for corrections.

42. Dust and Mud Control
During dry conditions, the Contractor shall keep all areas generating dust well-watered. During wet conditions, the Contractor shall keep all roadways adjacent to the project area, which are used by the public, free and clear from mud. Any surface waters entering or leaving the work area shall be intercepted and disposed of or stored to prevent interference with construction and/or damage to excavations and structures. Any damage to excavations, structures or downstream property by surface water shall be repaired as required at the expense of the Contractor. The Contractor shall not allow ponding of surface waters associated with construction. Should any fill become wet or saturated at any time during the Contract, all fill materials which, as determined by the Engineer, have become unsuitable by reason of such flooding, shall be removed and replaced with approved material at the expense of the Contractor.

43. Control of Work
All work shall be subject to the control of TRLIA Representative. Contractor shall immediately cease any operation upon the request of TRLIA Representative. TRLIA reserves the right, upon the recommendation of TRLIA Representative, to cancel this Contract at any time. In the event of cancellation, Contractor shall be paid the unit price for the work performed to the date of cancellation.

44. Right-of-Way
Coordination with private landowners for access road purposes shall be the responsibility of the Contractor. The Contractor, upon completion of all work, shall restore all access roads to project sites to the conditions existing prior to commencement of work.

45. Use of Explosives
Explosives shall not be used in connection with this contract.
46. Notice of Entrance
If any portions of the work specified herein are to be installed in rights-of-way passing through privately-owned land, it is of utmost importance that before entering any private property, the Contractor shall give the tenant and Engineer a minimum of forty-eight (48) hours’ notice.

47. Maintenance of Traffic
Throughout the performance of the work or in connection with this contract, the Contractor shall maintain suitable and safe ingress and egress from public and private ways, and private dwellings and businesses, in such manner as shall give as little inconvenience as possible to the traveling public and to adjoining property owners.

48. Protection of Bridges
The Contractor shall be responsible for any damage he may cause to bridges, culverts, and road structures. He shall determine in advance the allowable safe load for each structure and, if necessary, provide special shoring and support at his expense.

49. Responsibility for Damage
The Contractor shall assume the defense of, and indemnify and hold harmless TRLIA and each and every employee and agent, including TRLIA Representative, thereof from all suits, actions, damages, or claims of every name and description to which TRLIA or TRLIA Representative may be subjected or put by reason of injury to persons or property in the execution of the work or resulting from negligence or carelessness on the part of the Contractor, his employees or agents, in the delivery of materials and supplies, or by or on account of any act or omission of the Contractor, his employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this contract; and TRLIA shall have the right to estimate the amount of such damage and to cause the Contractor to pay the same; and the amount so paid for such damage shall be deducted from the money due or to become due the Contractor under this contract, as may be considered necessary by TRLIA, and shall be retained by TRLIA until such suits or claims for damages shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to TRLIA.

50. Care of Groundwater
If groundwater seepage is encountered, the Contractor shall satisfactorily control the seepage into and along the bottoms of the excavations to prevent damage to property. The Contractor will notify TRLIA Representative if groundwater is encountered.

51. Protection of Contractor’s Work and Property
The Contractor shall protect his work, supplies, and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever which is under his control, until the completion and acceptance of the work.

Neither TRLIA nor the any of TRLIA’s agents assume any responsibility for collecting indemnity from any person(s) causing damage to the work of the Contractor.
CONSTRUCTION QUALITY CONTROL

General
This section covers the quality control inspection, sampling, and testing of all supplies, services, and/or workmanship required to be performed under the contract. The Contractor shall perform all quality control inspection and/or testing required by this contract. The Contractor shall inspect and test all materials and operations, including but not limited to those items listed at the end of this section in paragraph INSPECTION AND TESTS.

1. Quality Control System
   The Contractor shall provide and maintain an effective quality control program or Contractor inspection system which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors.

   1.1. Inspection and Testing
       The Contractor's inspection system shall require personnel of his organization to perform or cause to be performed inspections and testing of the scope and character necessary to achieve the quality of construction required by the contract plans and specifications.

   1.2. Inadequacies
       If recurring deficiencies indicate that the quality control system is not adequate, corrective action shall be taken as directed and progress payments will be withheld until such corrective action has been completed.

2. Daily Records
   The Contractor shall maintain a daily record of all inspections and tests performed for each shift of Contractor or Subcontractor operations in an appropriate format. These records shall not only identify the project but shall include data on weather conditions, the Contractor and/or Subcontractors working and their respective areas of responsibility, and a listing of construction equipment, other than hand tools, at the job site and whether or not used on the report day. In addition, these records shall provide factual evidence that continuous quality control inspections and tests have been performed. These records shall include a statement that all supplies and materials incorporated in the work, are in full compliance with the terms of the contract. The Contractor shall maintain a current record of all inspections and shall furnish TRLIA Representative, on a daily basis, a legible copy of all inspection records for his permanent retention. The daily records of inspections shall cover all work placement subsequent to the previous report and shall be verified by the Contractor's designated representative. A sample of a typical Contractor Quality Control Report form is included. All contractually specified tests or portions thereof shall be recorded and attached to the daily report of the date upon which the test occurs.

3. Payment
   No separate payment will be made for the Contractor's quality control inspection performed under this contract, and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.
4. **Sample of Typical DAILY CONSTRUCTION QUALITY CONTROL REPORT**

CONTRACTOR’S NAME_______________________________________________
__________________________________________________________________
__________________________________________________________________
(Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Date: ______________________     Report No. _______________

Contract No.:________________________________________________________

Name and Location of Project: __________________________________________

WEATHER:  (Clear)   (P. Cloudy)    (Cloudy)      Temperature_________

Rainfall __________ Inches                       Min._____   Max._____

1. **WORK PERFORMED TODAY:**  (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors.)

2. **EQUIPMENT DATA:**  (Indicate items of construction equipment, other than hand tools, at the job site and whether or not used.)

CONTRACTOR’S VERIFICATION:  The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor’s Approved/Authorized Representative
1. **General**  
The work covered by this section consists of performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract. For the purpose of this specification environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste management, and management of radiant energy and radioactive materials, as well as other pollutants.

2. **Applicable Regulations**  
In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, they shall comply with all applicable Federal, State and local laws, and regulations concerning environmental pollution control and abatement.

3. **Subcontractors**  
Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

4. **Coordination and Surveillance**  
During the work, the Contractor shall oversee all activities, including those of subcontractors, to assure compliance with the intent and details of the specifications. All equipment and materials for environmental protection shall be inspected periodically to assure that they are in proper order and have not deteriorated.

5. **Environmental Protection**  
During construction, the Contractor shall assure that all personnel working on the job are familiar with the environmental protection provisions of the contract specifications. Operators of equipment used for excavation and placement of stone fill, embankment and bank protection material shall be specifically informed of water quality standards, and instructed in methods for conducting the operation to minimize effects on water quality.

5.1 **Completion.**  
All restoration, cleanup, and other work required to leave the site in an acceptable condition as determined by TRLIA shall be complete prior to clearing any new site.

6. **Protection of Land Resources**

6.1 **General.**  
It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans and specifications, and borrow areas indicated on the plans.
6.2 **Prevention of Landscape Defacement.**

Except in areas marked on the plans to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages. Where such special emergency use is permitted, the Contractor shall first adequately wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use. Where, in the opinion of TRLIA, trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor’s equipment or by his blasting, dumping, or other operations, he may direct the Contractor to protect adequately such trees by placing boards, planks, or poles around them. When earthwork operations are liable to cause rock to roll or otherwise be displaced into uncleared areas, the Contractor shall construct barriers to protect the trees. Rocks that are displaced into uncleared areas shall be removed.

6.3 **Restoration of Landscape Damage.**

Any trees or other landscape feature scarred or damaged by the Contractor’s equipment or operations shall be restored as nearly as possible to its original condition at the Contractor’s expense.

6.4 **Post-Construction Cleanup or Obliteration.**

The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed.

7. **Recording and Preserving Historical and Archeological Finds**

All items having any apparent historical or archeological interest, which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and shall immediately report the find to TRLIA so that the proper authorities may be notified.

8. **Protection of Water Resources**

8.1 **General.**

All work under this contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

8.2 **Spillages.**

At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.

8.3 **Disposal.**

Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams shall not be allowed unless with the approval of an authorized representative of TRLIA. Water from the material set on the bank to dry shall not be allowed to flow directly back into the river, and
shall be returned to the river as directed. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of, and replaced with suitable fill material, compacted and finished with topsoil all at the expense of the Contractor. All logs, brush, slash and other debris which are the product of the clearing and grubbing operation shall be placed on the landside slope of the levee for future disposal by TRLIA.

9. **Protection of Fish and Wildlife**
   The Contractor shall at all times perform all work and take such steps required to prevent interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which are critical to fish or wildlife. Fouling or polluting of water will not be permitted.

10. **Payment**
    No separate payment will be made for the work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

11. **Construction Quality Control**
    Attention is directed to Section: CONSTRUCTION QUALITY CONTROL, which requires the Contractor to perform quality control inspection, testing, and reporting.
TECHNICAL PROVISIONS
1. General

1.1. Scope of Work
The Contractor will be required to perform the transportation, placement, moisture conditioning and control, and compaction of imported fill to the lines, grades, and dimensions shown on the Drawings or established by TRLIA Representative in the field. It is anticipated that the proposed work can be accomplished by conventional earth-moving equipment. During the course of the work, it may be necessary for TRLIA Representative to adjust the lines, grades, and dimensions from those shown on the Drawings.

1.2. Underground Utilities
The Contractor is responsible to locate all underground utilities within the project site and shall take necessary precautions to avoid damaging the buried utilities during construction. The Contractor shall be responsible for contacting U.S.A. and the property owners to determine the exact location and depth of buried utilities.

1.3. Property Damage
In the event damage occurs to any property or to any part of the work being performed due to excavation operations, foundation preparation, material hauling, or negligence of the Contractor, the Contractor will be held responsible for damages.

1.4. Permits
The Contractor is responsible to obtain all grading permits. TRLIA has obtained a Central Valley Flood Protection Board Encroachment Permit (No. 18986 BD) which is attached as Appendix B. The Contractor shall follow the Special Conditions of the Permit.

1.5. Geotechnical Investigation
The results of the geotechnical investigation(s) for the project have been summarized in a geotechnical report titled by Kleinfelder. Copies of the report are available for review at the TRLIA office. The characterization of the geotechnical aspects of the project as presented in the investigation report are records of investigations of subsurface conditions which are made available solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed that neither the TRLIA Representative nor the Geotechnical Engineer assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations or opinions by the Geotechnical Engineer. The above-mentioned report is available for download at:

1.6. TRLIA Property Upkeep

1.6.1. Unsuitable Material
No brush, roots, stumps, sod, or other organic or unsuitable materials shall be placed in the embankment material. No material shall be placed on any portion of the embankment until it has been accepted by the TRLIA Representative.
1.6.2. Spills
Spills resulting from hauling operations shall be removed immediately by the Contractor at no additional cost to TRLIA. All ditches shall be kept clean and free from obstructions. Any deviation from this practice shall have prior approval from TRLIA Representative.

1.6.3. Completion of Work
The contractor, upon completion of work, shall restore all RD 784 access and levee roads to a condition equal to or better than the condition that existed prior to commencement of work.

1.7. Project Meetings
Project meetings will be held as often as is deemed necessary by TRLIA Representative. Representatives of the Contractor shall attend. The purpose of the meetings will be to discuss compliance with the Contract plans and specifications, progress, coordination, submittals, project safety, and job-related problems and changes.

2. Submittals
The following items shall be submitted within 5 days of the issuance of the notice to proceed: Safety Plan and Schedule of Work. The Contractor shall provide TRLIA Representative with two (2) copies of material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

3. SWPPP Preparation and Maintenance
The Contractor shall prepare and follow a Storm Water Pollution Prevention Plan (SWPPP) during this construction work. The Contractor shall maintain all BMP’s contained in the SWPPP until the erosion control seeding contained in the contract has established.

4. Lines and Grades
4.1. Survey Control
TRLIA Representative will furnish the following survey points for the project site: Beginning Station, Ending Station, and Vertical Control Point(s). The Contractor shall establish all other lines and grades.

All ground surfaces shall be finished to uniform grades and slopes as per the Drawings and in such a manner as to drain properly and be free from depressions, which may cause areas of standing water. Conforms shall form a smooth, pond free, transition between existing and new surfaces. All scars resulting from construction operations shall be repaired, with the ground surface graded to blend with adjacent contours of finished or existing ground. Compaction of such repaired areas shall be in accordance with these Specifications.
4.2. **Tolerances**

All embankment surfaces shall be graded to a tolerance of one-tenth (0.10) feet above the elevation and/or grades shown on the Drawings. Slopes shall be in accordance with the lines and grades shown on the Drawings, but shall not be steeper than 3 horizontal to 1 vertical on the landside slope of the levee. All slope surfaces shall be graded to a tolerance of three-tenths (0.30) feet above the elevation and/or grades shown on the Drawings. Landside slope material placed flatter than the slopes indicated on the drawings may not be considered for payment.

4.3. **Construction Stakes**

The Contractor shall also set construction stakes consisting of the following:

1. Clearing Limits
2. Slope stakes at 50-foot stations for rough grade
3. Slope stakes at 50-foot stations for final grade
4. Finish grade stakes for levee widening modifications

5. **Earthwork**

5.1. **General**

The work performed under this Section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel and power, unless specifically excepted, necessary or required to perform the Yuba South Levee Station 2154+00 Remediation work, including but not limited to: fill area preparation, exploratory excavation, fill material transport, fill placement, compaction, and finish grading; as shown on the Drawings and described in these Specifications.

5.2. **Work Sequence**

The general sequence of work shall be as follows:

1. Stripping fill areas and stockpiling stripped material.
2. Proofrolling foundation of areas to receive fill.
3. Compacting foundation of areas to receive fill.
4. Hauling and placing fill to build an enlarged stability berm on the landside of the existing levee.
5. Spreading stockpiled strippings.
6. Hydroseeding the new landside slope as shown on the project plans.

5.3. **Stripping**

5.3.1. **General**

Stripping shall be performed in advance of any excavation or fill placement within the project site. Under no circumstances shall stripped materials or fill materials be disposed of by dumping into adjacent waterways.
5.3.2. Stripping
Prior to general site grading, existing vegetation and organic laden materials should be stripped (minimum of 6 inches in the berm footprint) and stockpiled outside the construction limits. Vegetation should be disposed of outside of the berm footprint. The stripped material may be spread on the final post-construction surface of the enlarged berm. Deeper stripping or grubbing may be required where concentrations of organic soils are encountered. Topsoil or any other organic laden materials should not be incorporated into any berm fill.

5.3.3. Removal and Disposal of Cleared Material
The cleared material shall be stockpiled on the landside of the levee outside of the work area. Stockpiled stripped material will be spread in a thin lift (maximum 6 inch thickness) over the enlarged berm after the earthwork has been completed. Grubbed material shall be completely removed and disposed.

5.4. Embankment Fill

5.4.1. Fill Site Preparation
Following stripping and grubbing in areas to receive engineered fill the subgrade shall be “proofrolled” and evaluated by the TRLIA Representative or inspector. Proofrolling should consist of several passes over the subgrade surface with a loaded tandem-axle dump truck, or similar rubber tired vehicle with a minimum loaded weight of 20 tons, under the observation of the TRLIA Representative. Any areas which deflect, rut, or pump excessively during proofrolling or fail to densify with repeated passes should be undercut to suitable soils and replaced with compacted fill, or otherwise stabilized based on the recommendations provided by the TRLIA Representative observing the field conditions.

All areas to receive fill will be scarified to a depth of 6 inches. Subgrade materials should be uniformly moisture conditioned and compacted to the values given in Table 1. Fill should be placed in lifts having a maximum loose thickness of 6 inches at the proper moisture content and compacted uniformly.

<table>
<thead>
<tr>
<th>Fill Location</th>
<th>Moisture Content</th>
<th>Minimum Compaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enlarged Berm Embankment</td>
<td>-1 to +3%</td>
<td>97%</td>
</tr>
</tbody>
</table>

Table 1 - Compaction Criteria

Notes: 1. For fill material properties criteria, see Table 2.
2. Range of moisture content from the optimum moisture content as determined by ASTM D698-07, Standard Proctor.

If site grading is performed during or subsequent to wet weather, the moisture content of near surface soils will likely be above the optimum moisture content. High moisture conditions will hamper equipment maneuverability and impede proper compaction. Where these conditions
occur, discing to aerate, chemical treatment, replacement with drier material, or other methods may be required to achieve proper compaction.

5.4.2. Fill Placement

The finish grade for embankment fill material shall be uniform and neat. Clods shall be broken up and the surface of the ground shall be uniformly pulverized and graded to a smooth surface. Material shall be placed on level surfaces. Embankment fill shall be placed in layers of 6 inches or less in loose thickness; moisture conditioned and compacted to conditions given in Table 1. Fill slopes shall be constructed fat and trimmed back to expose well-compacted fill.

Engineered fill placed on slopes steeper than 5H:1V should be benched into the slope. In general, benches should extend into firm soil approximately 2 foot and be 1 foot high (adjusted to accommodate geometry of the slope), and extend the full length of the slope.

5.4.3. Construction Progress

During fill placement, the TRLIA Representative, Geotechnical Engineer, or inspector may direct the Contractor to discontinue fill placement within a designated section of levee to allow observation of levee performance or to monitor cracks, observe settlement, allow for drying, coordination with land owners and any other items required to construct the levee that develop during the work. The Contractor shall not be entitled to additional compensation for any areas of work where fill placement is discontinued either temporarily or permanently.

6. Materials

6.1. Import Fill Material.

The fill material of the proposed enlarged berm may consist of silty sand, silt, or lean clay or a combination of those materials. Adjacent berm fill material is outlined below in Table 2.

<table>
<thead>
<tr>
<th>Fill Material</th>
<th>Sieve Analysis (percent passing)</th>
<th>Liquid Limit</th>
<th>Plasticity Index</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2-inch  #4 #200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjacent Berm¹</td>
<td>100  ≥ 50    ≥ 15</td>
<td>≤ 45</td>
<td>PI ≤ 30</td>
</tr>
</tbody>
</table>

Note: 1. Material should be classified as SM, SC, CL, or ML.

The loading, hauling, and placement and compaction of the fill material shall be the responsibility of the Contractor. A sample of material must be presented to the Geotechnical Engineer for approval prior to importing. If the material does not meet the specification, it will not be approved for use.
6.2. **Inspection and Testing.**

General construction shall be performed under the observation and testing of TRLIA Representative, Geotechnical Engineer, or inspector to assist in determining if the work conforms with these Specifications. The observation will be as frequent as TRLIA Representative, Geotechnical Engineer, or inspector considers necessary. The Contractor shall cooperate with TRLIA Representative, Geotechnical Engineer, or inspector in all aspects of the observation and testing. The Contractor shall remove surface material and render such assistance as necessary to facilitate sampling and testing. The Contractor shall take such precautions as necessary to protect TRLIA Representative, Geotechnical Engineer, or inspector from injury due to the Contractor's operations during the observation and testing operations.

TRLIA Representative shall be notified at least 24 hours prior to required observation and testing. Any materials placed or improvements constructed in the absence of TRLIA Representative's approval to proceed shall be presumed to be defective and, at the discretion of TRLIA Representative, shall be removed and replaced at no cost to TRLIA.

During fill placement, the contractor's quality control testing program should consist of the following minimum testing frequencies.

A minimum of 1 moisture-density relationship test (ASTM D698), with gradation (ASTM D422), Atterberg Limits (ASTM D4318), and classification (ASTM D2487) testing should be performed for each 5,000 cubic yards of each type of fill material placed, or a minimum of 1 per shift.

A minimum of 1 in-place density test (Nuclear Method ASTM D2922, or Sand Cone Method ASTM D1556) should be performed per 600 cubic yards of fill placed. A minimum of 1 test per lift is required regardless of volume placed. A one-point compaction test should be performed on the dry side of optimum moisture content for each in-place density test and the validity of the Proctor value confirmed by comparison with the curves for the type of fill being placed.

If the nuclear method of density testing is used, a minimum of 1 sand cone test for every 10 nuclear tests per shift per fill type should be performed.

In addition to the testing required for each moisture-density relationship, a minimum of 1 additional gradation and Atterberg Limits test should be performed for every 1,000 cubic yards of fill placed, or a minimum of 1 test per shift per type of fill placed.

The criteria given above are the recommended minimum (type and frequency) testing requirements. Failing tests are not to be included as part of satisfying these requirements; passing re-tests may be included. Additional testing may be requested for any reason by the owner's representative, the designer's representative, and/or quality assurance manager.
7. **Equipment Use**

7.1. **Weight of Equipment**
Equipment to be used on levee crown roads outside the limits of work shall be limited to a maximum gross loaded axle weight of 16,000 pounds.

7.2. **Equipment Speed**
The maximum operating speed of all equipment used on the levee crown road shall be a maximum of 15 mph.

8. **Haul Road Maintenance.**
The Contractor may use the levee crown and perimeter levee roads as haul roads. Other haul roads may be used subject to the approval of TRLIA Representative. The Contractor shall keep the haul and levee roads well watered and graded during construction. In areas where excessive dust, caused by construction operations, is a nuisance to property or tenants of TRLIA, the Contractor shall frequently wet the area to control dust.

As a finish operation, the Contractor shall blade and grade the haul and levee roads to their pre-project condition, subject to approval by TRLIA Representative. Any fill material used to maintain the haul and levee roads shall be subject to approval by TRLIA Representative. The Contractor on a daily basis shall coordinate with TRLIA Representative as to the location and estimated quantity of fill material or aggregate base to be placed on haul and perimeter levee roads. TRLIA Representative or Geotechnical Engineer shall approve the location and amounts of fill material. Any fill material placed without approval is subject to rejection.

9. **Hydroseed**

9.1. **Description of Work**
All erosion control measures shall be constructed in accordance with ABAG manual of Standards for Erosion and Sediment control. The new levee embankment shall be seeded and covered with straw and tackifier to the limits of construction.
9.2. **Seed**  
The following native grass seeds shall be applied at the following pure rates.

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Achillea millefolium</td>
<td>Yarrow</td>
<td>5 lbs/acre</td>
</tr>
<tr>
<td>Bromus carinatus</td>
<td>California brome</td>
<td>10 lbs/acre</td>
</tr>
<tr>
<td>Eschscholzia californica</td>
<td>California poppy</td>
<td>5 lbs/acre</td>
</tr>
<tr>
<td>Hordeum brachyantherum</td>
<td>California barley</td>
<td>10 lbs/acre</td>
</tr>
<tr>
<td>ssp. californicum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leymus triticoides</td>
<td>Creeping wildrye</td>
<td>20 lbs/acre</td>
</tr>
<tr>
<td>Lupinus bicolor</td>
<td>Miniature lupine</td>
<td>5 lbs/acre</td>
</tr>
<tr>
<td>Nassella cernua</td>
<td>Needlegrass</td>
<td>10 lbs/acre</td>
</tr>
<tr>
<td>Nassella pulchra</td>
<td>Purple needlegrass</td>
<td>10 lbs/acre</td>
</tr>
<tr>
<td>Trifolium wildenovii</td>
<td>Tomcat clover</td>
<td>5 lbs/acre</td>
</tr>
<tr>
<td>Vulpia microstachys</td>
<td>Three week fescue</td>
<td>10 lbs/acre</td>
</tr>
</tbody>
</table>

9.3. **Straw**  
Straw shall be placed at a rate of 2 tons per acre for levee erosion control.

9.4. **Tackifier**  
Tackifier shall be one of the following and shall be evenly dispersed when suspended in water when agitated: M-Binder, or Ecotak-SAT. Tackifier shall be applied at 100 lbs. per acre.

9.5. **Timing**  
Hydroseeding shall occur after construction has been completed.

10. **Cleanup**

10.1. **General**  
Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the premises occupied by him in a clean and orderly condition, disposing of refuse in a manner satisfactory to TRLIA Representative and in accordance with existing governmental regulations.

10.2. **Detailed Requirements**  
Excess or unsuitable earth or backfill material, broken pipe, or other waste material shall be removed from the jobsite and disposed of by the Contractor at no additional cost to TRLIA, unless otherwise directed by the Engineer. Spills resulting from hauling operations along or across existing waterways, streets, roads, ramps or ferry decks shall be removed immediately by the Contractor.

All gutters and roadside ditches shall be clean and free from any obstructions. Any deviation from this practice shall have the prior approval of TRLIA Representative. Any areas of the landside levee slope and existing levee road that are disturbed shall be restored to at least the condition that existed prior to construction or better at no additional cost to TRLIA.
10.3. **Final Cleanup of Premises and Work Site**
As a final condition of acceptance of the work, the Contractor shall carefully cleanup the work and the premises, remove all temporary structures built by him or for him, remove all surplus construction materials, debris, and rubbish of all kinds from the grounds, which he has occupied, and leave them in a neat condition. The entire project shall be left in a condition that will present a pleasing appearance as viewed in general and in a manner satisfactory to TRLIA Representative.

10.4. **Completion**
The Contractor, upon completion of all work, shall restore the areas surrounding the work sites and project sites to a condition as good as or better than existed prior to the commencement of work and shall prepare an as-built plan and cross section to note any changes made during construction to the original design. TRLIA shall not return retainage to the Contractor until as-builts acceptable to the TRLIA Representative are delivered.

10.5. **Payment**
Full compensation for all costs incurred and the work covered in this Section shall be considered as included in the unit price according to the Bid Item “Mobilization/Demobilization” as set forth in the Contractor's bid, and no additional or separate compensation will be allowed therefore.

11. **Measurement**

11.1. **Surveys for Stripping and Fill**
Surveys for measurement and payment purposes will be performed by the Contractor and spot checked in the field by TRLIA. The Contractor shall provide a minimum of 48-hour notice to the TRLIA Representative prior to the date the Agency's survey check is requested. The Contractor shall provide unrestricted access to the areas to be surveyed and shall allow three working days for TRLIA to perform the surveys.

The following surveys for measurement shall be performed by the Contractor and spot checked by TRLIA to determine payment for the following:

A. **Topsoil Stripping and Embankment Fill**
1. Cross sections shall be performed at fifty (50) foot maximum intervals before start of work and after topsoil stripping and once again after embankment fill.
2. Cross sections shall include the entire levee landside slope from crown centerline to 50 feet beyond the enlarged embankment landside toe of slope.
3. Additional cross sections shall be provided, as required, to detail changes in levee section, and other grade changes.

B. The location of the cross sections for all stripping and fill measurements shall be at the following stations: 2151+79, 3152+42, 2152+92, 2153+42, 2153+92, 2154+42, 2154+92, 2155+42, 2155+73, and 2156+36.
The cross sections shall be tied into the baseline, and a plot of the sections (1 inch = 10 feet vertical scale, 1 inch = 10 feet horizontal scale) shall be furnished to the Agency. In addition to the plots, the Contractor shall provide electronic data files of the quantity surveys in a format acceptable to TRLIA.

11.2. BMP Straw Wattles
Measurement of wattles will be made by TRLIA Representative of the actual linear footage of wattles completed and accepted. Wattles outside the limits shown on the plans or directed by the TRLIA Representative will not be included in the measurement.

12. Payment
Progress payments can be made monthly upon submission of a request for payment by the Contractor with estimate of work progress on items described below and review and approval of the TRLIA Representative.

12.1. Mobilization/Demobilization
The contract lump sum price paid for mobilization shall not exceed ten percent (10%) of the total bid and shall include obtaining all bonds, permits, and licenses and full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in mobilization as specified herein. Payment for mobilization will be prorated as follows:

When the Monthly Progress Payment Request of the amount earned, not including the amount earned for mobilization, is five percent (5%) or more of the original contract amount, fifty percent (50%) of the contract item price for mobilization will be paid for mobilization.

When the Monthly Progress Payment Request of the amount earned, not including the amount earned for mobilization, is twenty-five percent (25%) or more of the original contract amount, seventy-five percent (75%) of the contract item price for mobilization will be paid for mobilization.

When the Monthly Progress Payment Request of the amount earned, not including the amount earned for mobilization, is fifty percent (50%) or more of the original contract amount, eighty-five percent (85%) of the contract item price for mobilization will be paid for mobilization.

The remaining fifteen percent (15%) or amount due for mobilization will be paid for after completion of all contract work; removal from the site of all plant and equipment; final cleanup of the project; preparation of the as-built plan and section, and acceptance therein.

12.2. SWPPP Preparation and Maintenance
Payment for SWPPP Preparation and Maintenance will be paid for as a Lump Sum. Payment shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for the preparation of the SWPPP and for maintenance of the BMPs described in the SWPPP until the erosion control seeding has established.
12.3. **BMP Straw Wattles**

Payment for wattles, measured as specified, will be made at the contract unit price per linear foot for “SWPPP BMP Straw Wattle.” Payment shall constitute full compensation for all cost of purchasing and installing the wattles.

12.4. **BMP Stabilized Construction Entrance**

Payment for a Stabilized Construction Entrance will be paid for as a Lump Sum. Payment shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for the installation, and all other incidental expenses to complete the work in these specifications.

12.5. **Stripping**

Payment for stripping, measured as specified, will be made at the contract unit price per cubic cut yard for “Topsoil Stripping Existing Berms.” Payment shall constitute full compensation for all cost of excavation and stockpiling the topsoil strippings as specified herein.

12.6. **Embankment Fill**

Payment for Embankment Fill, measured as specified, will be made at the contract unit price per ton for “Embankment Fill”, which price shall include all cost of subgrade preparation, obtaining material, hauling, and placing the fill material as specified herein.

12.7. **Respread Topsoil**

Payment for respreading the stockpiled topsoil will be paid for as a Lump Sum. Payment shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for the spreading, and all other incidental expenses to complete the work in these specifications.

12.8. **Erosion Control Seeding**

Payment for Erosion control Seeding, will be paid for as a Lump Sum. Payment shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for the spreading, and all other incidental expenses to complete the work in these specifications.
APPENDIX A: LABOR COMPLIANCE PROGRAM
The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

1. The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
2. The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
3. The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
4. The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
5. The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
6. The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
7. The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
8. The requirement to list all subcontractors under Public Contracts Code Section 4104;
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
10. The prohibition against unfair competition under Business and Professions Code Section 17200-17208;
11. The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;
12. The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
13. The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
14. The requirement to provide itemized wage statements to employees under Labor Code Section 226.

Certification:

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of [name of subcontractor].

_____________________________  ______________________________
Name of person signing and company

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APPENDIX B: CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT NO. 18986 BD
April 30, 2015

Three Rivers Levee Improvement Authority (TRLIA)
114 Yuba Street, Suite 218
Marysville, California 95901

Subject: Permit No. 18986 BD

Enclosed is your approved Central Valley Flood Protection Board (Board) Permit No. 18986 BD.

Under General Condition Four (4) of the permit, you are required to accomplish the work under direction and supervision of the Department of Water Resources who provide construction inspection services for the Board; therefore, you must contact the Board at (916) 574-0609, and send the enclosed postcard to the Department at least ten days prior to starting your project.

Please note that this permit grants the work proposed and constructed in your project description. This permit, in addition to the twelve (12) standard conditions, includes special conditions, which may place limitations on or require modifications to your project. You are advised to read all conditions prior to starting the project. Commencing any work under this permit shall constitute an acceptance of the provisions of the permit and an agreement to perform accordingly. This permit does not relieve you from the responsibility for obtaining authorization from any State, local, or federal agencies for your proposed project.

Please refer to your permit number (18986) when communicating with this office. For further information, please contact Nancy Moricz at (916) 574-2381 or by e-mail at Nancy.Moricz@water.ca.gov.

Sincerely,

Eric Butler, Chief
Projects and Environmental Branch
Central Valley Flood Protection Board

Enclosure
STATE OF CALIFORNIA
THE RESOURCES AGENCY
THE CENTRAL VALLEY FLOOD PROTECTION BOARD

PERMIT NO. 18986 BD

This Permit is issued to:

Three Rivers Levee Improvement Authority (TRLIA)
114 Yuba Street, Suite 218
Marysville, California 95901

Enlarge an existing stability berm along the landside levee slope of the Yuba River south (left bank) levee. The proposed enlargement is approximately 500 feet in length extending from approximately station 2151 (Unit 1 LM 1.48) to station 2156 (LM 1.39), with a top width of 55 feet, and a land side slope of three (3) horizontal to one (1) vertical. The minimum top elevation of the berm will be set at elevation 81.2 feet, which is three (3) feet above the 200-year flood elevation of 78.2 feet. The enlarged berm will have a height of approximately 12 feet above the top surface of the existing berm.

The project is located along North Beale Road, south of Marysville, CA. (Section 19, T15N, R4E, MDB&M, Reclamation District 784, Yuba River, Yuba County).

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project as described above.

(SEAL)

Dated: MAY 4 2015

Executive Officer

GENERAL CONDITIONS:

ONE: This permit is issued under the provisions of Sections 8700 – 8723 of the Water Code.

TWO: Only work described in the subject application is authorized hereby.

THREE: This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any
other land.

FOUR: The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and the Central Valley Flood Protection Board.

FIVE: Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of the Central Valley Flood Protection Board.

SIX: This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days’ notice.

SEVEN: It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

EIGHT: This permit does not establish any precedent with respect to any other application received by the Central Valley Flood Protection Board.

NINE: The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

TEN: The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee’s part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

ELEVEN: The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

TWELVE: Should any of the work not conform to the conditions of this permit, the permittee, upon order of the Central Valley Flood Protection Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

SPECIAL CONDITIONS FOR PERMIT NO. 18986 BD

LIABILITIES / IMDEMNIFICATION

THIRTEEN: The permittee shall defend, indemnify, and hold the Central Valley Flood Protection Board (Board) and the State of California, including its agencies, departments, boards, commissions, and their respective officers, agents, employees, successors and assigns (collectively, the "State"), safe and harmless, of and from all claims and damages related to the Board’s approval of this permit, including but not limited to claims filed pursuant to the California Environmental Quality Act. The State expressly reserves the right to supplement or take over its defense, in its sole discretion.

FOURTEEN: The permittee is responsible for all liability and shall defend, indemnify, and hold the Board and the State of California; including its agencies, departments, boards, commissions, and their respective officers, agents, employees, successors and assigns (collectively, the "State"), safe and harmless, of and from all claims and damages arising from the project undertaken pursuant to this permit, all to the extent allowed by law. The State expressly reserves the right to supplement or take over its defense, in its sole discretion.

FIFTEEN: The Board, Department of Water Resources, and Reclamation District 784 shall not be held liable for damages to the permitted project resulting from releases of water from reservoirs, flood fight, operation, maintenance, inspection, or emergency repair.
BOARD CONTACTS

SIXTEEN: The permittee shall contact the Board by telephone at (916) 574-0609, and submit the enclosed postcard to schedule a preconstruction conference. Failure to do so at least 10 working days prior to start of work may result in delay of the project.

PERMITTING AND AGENCY CONDITIONS

SEVENTEEN: The permittee shall comply with all conditions set forth in the letter of permission from the U.S. Army Corps of Engineers, Sacramento District dated April 20, 2015, which is attached to this permit as Exhibit A and is incorporated by reference.

EIGHTEEN: The permittee agrees to incur all costs for compliance with local, State, and Federal permitting. If any conditions issued by other agencies conflict with any of the conditions of this permit, then the permittee shall resolve conflicts between any of the terms and conditions that agencies might impose under the laws and regulations it administers and enforces.

NINETEEN: If the permittee does not comply with the conditions of the permit and enforcement by the Board is required, the permittee shall be responsible for bearing all costs associated with the enforcement action, including reasonable attorney’s fees. Permittee acknowledges that State law allows the imposition of fines in enforcement matters.

REAL ESTATE

TWENTY: If the construction project extends onto land owned in fee and/or easement by the Sacramento and San Joaquin Drainage District acting by and through the Board, the permittee shall secure an easement, license, or temporary entry permit from the Board prior to commencement of work. Contact Tom O’neil at (916) 653-7654.

TWENTY-ONE: Prior to construction, the permittee shall have obtained legal rights to all property where work to be performed under this permit.

PRE-CONSTRUCTION

TWENTY-TWO: The permittee shall provide construction supervision and inspection services acceptable to the Board.

TWENTY-THREE: Prior to commencement of work, the permittee shall create a photo record, including associated descriptions, of the existing site conditions. The photo record shall be certified (signed and stamped) by a licensed land surveyor or licensed civil engineer registered in the State of California and submitted to the Board within thirty (30) calendar days of beginning the project.
CONSTRUCTION

TWENTY-FOUR: No construction work of any kind shall be done during the flood season from November 1 to April 15 without prior approval of the Board.

TWENTY-FIVE: All work approved by this permit shall be in accordance with the submitted drawings and specifications except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of the Board.

TWENTY-SIX: All addenda and contract change orders made to the approved plans and/or specifications by the permittee after Board approval of this permit shall be submitted to the Board’s Chief Engineer for review and approval prior to incorporation into the permitted project. The submittal shall include all supplemental plans, specifications, and necessary supporting geotechnical, hydrology and hydraulics, or other technical analyses. The Board shall acknowledge receipt of the addendum or change submittal in writing within ten (10) working days of receipt, and shall work with the permittee to review and respond to the request as quickly as possible. Time is of the essence. The Board may request additional information as needed and will seek comment from the U.S. Army Corps of Engineers and/or local maintaining agencies when necessary. The Board will provide written notification to the permittee if the review period is likely to exceed thirty (30) calendar days. Upon approval of submitted documents the permit shall be revised, if needed, prior to construction related to the proposed changes.

TWENTY-SEVEN: No material stockpiles, temporary buildings, or equipment shall remain in the floodway during the flood season from November 1 to April 15, and shall be removed after completion of the project.

TWENTY-EIGHT: All debris generated by this project shall be disposed of outside of the Yuba River floodway.

TWENTY-NINE: All fill materials shall be placed in four to six inch layers and compacted to a relative compaction of not less than 90 percent per ASTM D 1557-91 or 97 percent per ASTM D 698-91 above optimum moisture content. Fill material within two feet of the bridge shall be compacted by appropriate hand operated compaction equipment. Field density tests shall be taken by a certified soils laboratory to verify compaction of the fill placed.

THIRTY: The permittee shall be responsible for all damages due to any construction-induced activities.

VEGETATION / ENVIRONMENTAL MITIGATION

THIRTY-ONE: Trees, brush, sediment, and other debris shall be kept cleared from the site and disposed of outside the floodway to maintain the design flow capacity and flowage area.

THIRTY-TWO: No further work, other than that covered by this application, shall be performed in the area without prior approval of the Board.
POST-CONSTRUCTION

THIRTY-THREE: The work area shall be restored to the condition that existed prior to start of work.

THIRTY-FOUR: Within 120 days of completion of the project, the permittee shall submit to the Board as-built drawings and a certification report, stamped and signed by a licensed civil engineer registered in the State of California, certifying the work was performed and inspected in accordance with the Board permit conditions and submitted drawings and specifications.

THIRTY-FIVE: Within 180 days of the completion of the project, the permittee shall submit to the Board proposed revisions to the U. S. Army Corps of Engineers, Supplement to Standard Operation and Maintenance Manual, Sacramento River Flood Control Project, and the associated "as-built" drawings for the system alterations that are to be incorporated into the federal Sacramento River Flood Control Project.

OPERATIONS AND MAINTENANCE

THIRTY-SIX: The permittee shall maintain the permitted project within the utilized area in accordance with applicable current or future local, State, and federal standards in the manner required as requested by an authorized representative of the Board, Department of Water Resources, or any other agency responsible for maintenance.

THIRTY-SEVEN: The permitted project shall not interfere with operation and maintenance of the flood control project. If the permitted project is determined by any agency responsible for operation or maintenance of the flood control project to interfere, the permittee shall be required, at permittee's cost and expense, to modify or remove the permitted project under direction of the Board or Department of Water Resources. If the permittee does not comply, the Board may modify or remove the project at the permittee's expense.

THIRTY-EIGHT: At the request of either the permittee or Board the permittee and Board shall conduct joint inspections of the project and floodway after significant flood events or flood seasons to assess the integrity and operation of the project, and to assess and respond to any adverse impacts on the floodway or adjacent properties.

PROJECT ABANDONMENT, CHANGE IN PLAN OF FLOOD CONTROL

THIRTY-NINE: If the project, or any portion thereof, is significantly damaged or is to be abandoned in the future, the permittee shall abandon or repair the project under direction of the Board at the permittee's cost and expense.

FORTY: The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted project if removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with implementation of the Central Valley Flood Protection Plan or other future flood control plan or project, or if damaged by any cause. If the permittee does not comply, the Board may perform this work at the permittee's expense.
Ms. Leslie M. Gallagher, Acting Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue, Room 151
Sacramento, California 95821

Dear Ms. Gallagher:

Pursuant to U.S.C. Title 33, Chapter 9, Subchapter 1, Section 408, the Sacramento District Engineer of the U.S. Army Corps of Engineers has approved your request to alter the Federal flood risk reduction project, Sacramento River Flood Control Project (SRFCP), by enlarging an existing stability berm along the left bank landside levee slope of the Yuba River (Unit 1) of Reclamation District 784. Permission has been granted for you to alter the project works as described in detail in the Central Valley Flood Protection Board Encroachment Permit Application 18986 dated October 13, 2014. It has been determined that such alteration will not be injurious to the public interest and will not impair the usefulness of the project works.

The work includes construction of a 55 foot wide, 12 foot high, and 500 foot long berm on top of an existing berm on the Yuba River left bank landside levee slope. The berm will be constructed of approximately 7,700 cubic yards of material.

As a condition of this letter of permission, the Central Valley Flood Protection Board (CVFPB) is required to comply with the special conditions provided in the attached enclosures. My point of contact for this action is Ryan Larson, Chief, Flood Protection and Navigation Section. He may be reached at 916-557-7568 or by email at ryan.t.larson2@usace.army.mil.

Sincerely,

Michael J. Farrell
Colonel, U.S. Army
District Commander

Enclosures
The term "you" and its derivatives, as used in this approval letter, means the Central Valley Flood Protection Board or any future transferee. The term "this office" refers to the Sacramento District of the U.S. Army Corps of Engineers. Alteration of this project must be in accordance with the following conditions:

General Conditions:

a. That the proposed work shall not interfere with the integrity or hydraulic capacity of the flood risk reduction project; easement access; or maintenance, inspection, and flood fighting procedures.

b. That you must accept the operation and maintenance responsibility of the completed work.

c. That you are responsible for continued operations and maintenance for this project during construction.

d. That if construction activities will last longer than 1 week, you are required to submit to this office on a weekly basis construction records documenting field conditions.

e. The proposed work shall not be performed during the flood season of November 1 to April 15, unless otherwise approved in writing by your Board.

f. That in the event trees and brush are cleared, they shall be properly disposed of by either complete burning or complete removal outside the limits of the project right-of-way.

g. That representatives from this office are allowed to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this approval.

Special Conditions:

h. You are required to submit a revision to the Operation and Maintenance (O&M) (33 CFR Section 208.10) Manual for this office's review within 180 days of project completion. Any additional non-Federal O&M or real estate requirements resulting from this modification must be documented in the O&M manual and the project real estate documents. Stamped As-Built drawings and permanent maintenance easement boundaries shall be submitted in conjunction with the draft O&M manual. Upon receipt of the draft O&M manual, this office will schedule a transfer inspection with you to verify all construction has been completed in accordance with this permission. Any features found to be deficient during that inspection will require your correction prior to the Corps acknowledging that the work was completed in accordance with this letter of

permission. Construction data is required to be provided to this office for review by our Engineering Division during construction. Within 180 days of project completion, you must furnish a certification report that the work has been completed in accordance with the conditions of this permission.

i. That no work may result in a discharge, including a temporary discharge, of any material into any waters of the United States, including wetlands.

j. If any cultural artifact or an unusual amount of bone, shell, or nonnative stone is uncovered during construction, work should be halted in that area so that a professionally qualified archaeologist approved by the Corps can determine the significance of the find. If human bone is uncovered, the Yuba County Coroner should be contacted immediately. If human remains are discovered in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until (a) the county coroner has been informed and has determined that no investigation of the cause of death is required; and if the remains are of Native American origin, (b) the landowner has satisfied the requirements of California Public Resources Code, Section 5097.98 including conferral with the Most Likely Descendant as designated by the California Native American Heritage Commission (NAHC), or (c) the NAHC was unable to identify a descendant or the descendant failed to make a recommendation within the time prescribed by Public Resources Code, Section 5097.98. According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052).

k. That all areas to receive fill shall be cleared of vegetation prior to fill placement.

l. That imported material shall be used for the fill.

m. That no construction of any kind shall take place on the proposed erosion berm.

n. That surveyed cross-sections are submitted with the as-builts. Cross-sections shall be taken at important break points along the approximately 500 feet long enlarged berm. Surveys shall extend from 100 feet waterward to 300 feet landward of the levee toe, to the landward end of the existing berm. All data shall be in GIS format (ESRI Version 10.0 or latest version) in correct projection for seamless geographic location, referenced in NAVD88 using Geoid03 and NAD83, using the relevant California State Plane Zone. Data shall also be provided in GIS ready georeferenced CADD data format as well as pdf format.

Further Information:

1. Limits of this permission.

   a. This permission does not obviate the need to obtain other Federal, state or local authorizations, approvals or permissions required by law.

   b. This permission does not grant any property rights or exclusive privileges.

   c. This permission does not authorize any injury to the property or rights of others.
2. The determination of this office to approve this action as not injurious to the public interest, nor will it impair the usefulness of the project works, was made in reliance on the information you provided.

3. The Corps may reevaluate its decision on this approval at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to the following:

   a. You fail to comply with the terms and conditions of this approval.

   b. The information provided by you in support of your application proves to have been false, incomplete, or inaccurate. Should field conditions or future investigations require a deviation from the Final Plans, this deviation must be approved by this office though a request from the Board.

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

4. This approval should not be construed as an endorsement of certification for the FEMA base flood event.

5. The Corps acknowledges your commitment to accept the altered project for operation and maintenance and hold and save the United States free from damage due to the construction work.
NOTES: Elevation Datum: NAVD88.