

**PROPOSAL FOR CONSTRUCTION OF THE
YUBA GOLDFIELDS 100-YEAR INTERIM PROJECT**

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 any quantities stated in the bid documents are for the purpose of providing a lump sum bid and agrees that quantities may not be increased or decreased.

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 (\$ 611,000.00) 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 twenty-one (21) 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 120 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 is conducted: FOUR M CONTRACTING, INC.

Business Address: 338 Cernon St., Vacaville, CA 95688

Zip: 95688

Telephone: 707.448.4488

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: FOUR M CONTRACTING, INC.

By: [Signature] Title: PRESIDENT

By: [Signature] Title: COPP. SECRETARY

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: 10/8/15

Contractor's License No. 866098

Expiration Date 10/31/17
Jan

Contract No. PH4 2015-04

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: Four M Contracting, Inc.
ADDRESS: 338 Cernon St.
CITY: Vacaville
TELEPHONE NUMBER: 707. 448. 4488
CONTRACTOR'S LICENSE #: 866098 EXP. DATE: 10/31/17
pm

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

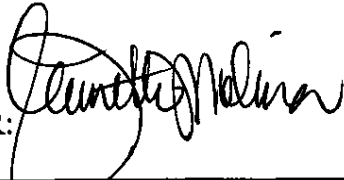
**Three Rivers Levee Improvement Authority
Yuba Goldfields 100-Year Interim Project
Request for Bids**

**Yuba County, California
October 14, 2015**

Exhibit A on Page 8 of the Specifications is modified to state that the TOTAL AMOUNT OF BID FOR SCHEDULE #1 IS THE SUM TOTAL OF ALL BID ITEMS 1-6.

The contract will be awarded based on the total of all bid items 1-6.
For any bid that does not total all six items, the Owner will add the final items and use that total as the presented bid amount and base contractor selection on the total of all six items.

EXHIBIT A

BID SCHEDULE #1					
Bid Item No.	Description of Item	Estimated Quantity	Unit	Unit Price (figures)	Total Price of Item
1	Mobilization/Demobilization Main Embankment	Lump Sum	Lump Sum	\$23,000.00	\$23,000.00
2	Clear and Grub Fill Areas	Lump Sum	Lump Sum	45,000.00	45,000.00
3	Earthwork Main Embankment	Lump Sum	Lump Sum	377,000.00	377,000.00
4	Patrol Road Main Embankment	Lump Sum	Lump Sum	104,000.00	104,000.00
5	Mobilization/Demobilization Crossing 21	Lump Sum	Lump Sum	6,000.00	6,000.00
6	Earthwork Crossing 21	Lump Sum	Lump Sum	56,000.00	56,000.00
TOTAL AMOUNT OF BID FOR SCHEDULE #1 (SUM OF ALL BID ITEMS 1-6):					\$611,000.00
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: <u>10/14/15</u>		CONTRACTOR: 			

BIDDER'S STATEMENT OF SUBCONTRACTORS

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.

	Name of Subcontractor	License Number	Address	Portion of Work
1.				
2.				
3.				
4.				
5.				
6.				

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 338 Cernon St., Vacaville CA 95688

Place of Residence 4295 Peaceful Glen Rd, Vacaville CA 95688

(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).

FAIR EMPLOYMENT PRACTICES

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 clear and grub of fill areas and furnish equipment, materials, and labor to perform earthwork cut and fill as per the plans and specifications titled "Reclamation District No. 784, Three Rivers Levee Improvement Authority, Yuba Goldfields 100-Year Interim Project" dated September 2015.


(Signature of Bidder)

Business Address 338 Cernon St., Yacaville CA 95688

Place of Residence 4295 Peaceful Glen Rd., Yacaville CA
95688

(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

Jeanette Molina being first duly sworn, deposes and says that he/she is Corporate Secretary 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, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this date 13 Oct 2015, at Winters, CA.

NAME OF BIDDER: Four M Contracting Inc.

SIGNATURE OF: Jeanette Molina

NAME/TITLE: Jeanette Molina | Corp. Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

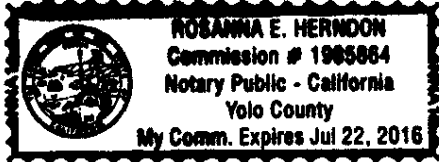
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of YOLO)
On 10-13-2015 before me, Rosanna E. Herndon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeanette Molina
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Rosanna E. Herndon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit Document Date: 10-13-2015
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

AIA[®] Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Four M Contracting, Inc.
338 Cernon Street
Vacaville, CA 95688

SURETY:

(Name, legal status and principal place
of business)

Western Surety Company
333 S. Wabash Avenue, 41st Floor
Chicago, IL 60604

OWNER:

(Name, legal status and address)

Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

BOND AMOUNT: Ten Percent of Amount Bid _____ (10% _____)

PROJECT:

(Name, location or address, and Project number, if any)

Yuba Goldfields 100-Year Interim Project
Yuba County

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8 day of October 2015

Four M Contracting, Inc.

(Witness)

(Principal) _____ (Seal)

(Title)

Western Surety Company

(Witness)

(Surety) _____ (Seal)

(Title) Elizabeth Collodi, Attorney-in-Fact)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Init.

ACKNOWLEDGMENT

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

State of California
County of Butte

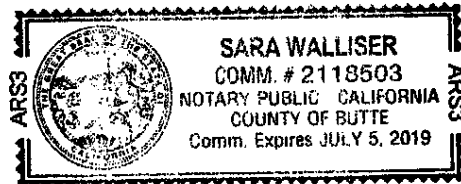
On October 8, 2015 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Sara Walliser (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nancy Luttenbacher, John Hopkins, Steve Williams, Elizabeth Collodi, Bonnie Two Bears, Mindy Elaine Whitehouse, Bobbie Beeny, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of August, 2015.



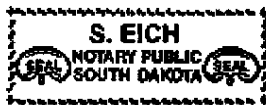
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of August, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8 day of October, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Contract No. PH4 2015-04
FORM "A-3"

CONTRACT FORM

This agreement, made and entered this 17th day of November, 2015, by and between the Three Rivers Levee Improvement Authority, hereinafter TRLIA, and Four M Contracting 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 clear and grub of fill areas and furnish equipment, materials, and labor to perform earthwork cut and fill as per the plans and specifications entitled "Reclamation District No. 784, Three Rivers Levee Improvement Authority, Yuba Goldfields 100-Year Interim Project" dated September 2015.

The total agreed upon price: ~~Six hundred eleven thousand dollars and no/100.~~
based on unit prices.

Payment shall be made in the manner set forth in the Contract Documents.

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.
- 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.

Contract No. PH4 2015-04
FORM "A-3"

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 2015-04
FORM "A-3"

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 may 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

By: 
Monte Molias

Title: President

TRLIA

By: 
Paul G. Brunner, PE

Title: Executive Director