

**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA**

CONTRACT AGREEMENT

FOR PHASE 4 FEATHER RIVER SETBACK LEVEE PROJECT

CONTRACT NO. PH4-2007/08-02

THIS AGREEMENT, made and concluded this 30th day of October, 2007 between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), Party of the first part and **Teichert Construction** (the "Contractor"), party of the second part.

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

The work to be done is described in detail under the heading "Schedule A" in the Contract Documents as listed in the "Notice to Contractors," copies of which have been made available to Contractor. TRLIA intends to but is under no obligation to award the remaining Schedules B through D separately to the Contractor as designs for said Bid Schedules are complete and approved for construction and as funding and real estate for said Bid Schedules is secured.

FOR PHASE 4 FEATHER RIVER SETBACK LEVEE PROJECT, SCHEDULE A

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Said project Special Provisions are hereby made a part of this **CONTRACT NO. PH4-2007/08-02**

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

ARTICLE III.-- The State general prevailing wages are hereby specifically referred to and by this reference are made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be

any conflict between the terms of this instrument and the bid or Proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

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

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

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

ARTICLE VII -- The Contractor shall defend, indemnify, and save harmless TRLIA (including TRLIA's entity agencies, County of Yuba and Reclamation District 784) and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the General Provisions.

ARTICLE VIII -- This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of TRLIA (including TRLIA's entity agencies, County of Yuba and Reclamation District 784) in the same manner as if such parties had been expressly named herein.

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

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

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

ARTICLE IX -- In addition to its rights under Articles 5-18 and 5-19 of the General Provisions, TRLIA shall have the right to terminate this agreement without cause. In the event of such termination and in accordance with Articles 5-21 and 5-22 of the General Provisions, the Contractor shall be entitled to payment for all work done up to the time of termination.

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

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**PRICE SCHEDULE
PHASE 4 FEATHER RIVER SETBACK LEVEE PROJECT**

(INSERT SELECTED BID SCHEDULES)

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL
71-A	Operations Manager	250	Hour	80.00	20,000.00
72-A	Senior Cost Engineer	160	Hour	70.00	11,200.00
73-A	Engineer	300	Hour	120.00	36,000.00

TOTAL CONTRACT PRICE:

\$ 67,200.00

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

BY

Dee Lay
Vice Chairman, TRLIA

DATE 10-30-07

ATTEST:

E. Delena, Deputy Clerk
Clerk of the TRLIA Board of Directors

TEICHERT CONSTRUCTION:

Mark Stacy
Mark Stacy
Vice President, Woodland District Manager
24207 County Road 100A
Davis, CA 95616

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License Number

(Seal)
Date

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

Andrea P. Clark for Scott Shapiro
Scott Shapiro, TRLIA General Counsel

DATE 10/18/07