

REQUEST FOR PROPOSAL  
FOR THE PROVISION OF  
ENGINEERING AND CONSTRUCTION SERVICES, AND MATERIALS  
FOR THE  
KELLY RIDGE POWERHOUSE  
HYDRO-GENERATOR  
TURBINE SHUT-OFF VALVE REPLACEMENT PROJECT

SOUTH FEATHER WATER AND POWER AGENCY

SOUTH FEATHER POWER PROJECT

FERC project No. 2088



Prepared by:

South Feather Water and Power Agency  
2310 Oro Quincy Highway  
Oroville, CA 95966

(530) 533-2421

July 17, 2018

## SECTION 1 – INTRODUCTION

### 1.1 Project Summary

South Feather Water and Power Agency ("SFWPA" or "Agency") is seeking a field services company ("Respondent") with established experience in design, engineering, manufacturing, furnishing, removing, installing, and commissioning utility-grade turbine shut-off valves (TSVs), specifically those used in vertical hydro-generator unit installations.

### 1.2 Objectives

The Agency intends to select a Respondent that will perform the Kelly Ridge Powerhouse TSV Replacement Project. The Respondent will be selected by the Agency upon favorable evaluation of submitted formal written proposals. Prospective firms will be requested to submit documented experience and references as detailed below, on similarly complex projects that were successfully completed by its proposed key personnel.

### 1.3 Background

The Kelly Ridge Powerhouse was originally commissioned for commercial operation in 1962. It is an 11.0 MVA Allis-Chalmers vertical hydro turbine generator, and it is operated as a base-loaded unit at full nameplate output. The original Allis Chalmers TSV remained in service until the end of its service life in 2013, when it was removed and replaced with a new DaeHan (DHC) TSV in 2014. The commissioning for the new DHC TSV was not successful, and it was unable to fully close when operated at full penstock water pressure and flow conditions. Numerous attempts were made by the TSV design engineer and supplier to correct the inability for the TSV to close. As a result of the inability for the DHC TSV to operate correctly, The Agency is seeking a field services company to remove the DHC TSV from the powerhouse; to furnish, install, and commission a new TSV system; and to complete this Project by November 2, 2019.

--- End of Section ---

## SECTION 2 – SCOPE OF SERVICES

### 2.1 General

The scope of the Kelly Ridge Powerhouse TSV Replacement Project is to restore full functionality of the TSV safety system, through the engineering, furnishing, installing, and commissioning of a new replacement TSV and related components. The work scope encompasses a complete turnkey system solution including all necessary engineering design, analysis of field conditions, and integration with existing powerhouse apparatus. The work scope is not limited solely to furnishing, installing, and commissioning a new replacement TSV.

Project scope of services to be performed by the Respondent include, but are not limited to, those described below in Exhibit "G" Project General Requirements, Exhibit "H" Project Technical Specification 2018-01.

The following work is excluded from the Respondent scope of services, and will be performed by SFWPA:

2.1.1. Coordination and execution of powerhouse outages, safety clearances, equipment clearances and switching orders will be performed by Agency personnel. Respondent will be required to perform the work scope in full observance of the powerhouse outages, safety clearances, equipment clearances and switching orders.

2.1.2. Removal of the following TSV instrumentation and control equipment will be performed by Agency personnel:

- 2.1.2.1. TSV mechanical position indicator
- 2.1.2.2. TSV position limit switches
- 2.1.2.3. Temperature transmitter
- 2.1.2.4. Penstock water level transmitter
- 2.1.2.5. TSV actuator control piping

The Agency may retain an Independent Consultant (IC) to provide the following services:

- 2.1.3. Provide engineering and technical oversight;
- 2.1.4. Manage quality assurance (QA) and quality control (QC);
- 2.1.5. Evaluate RFP Proposals from Respondents;
- 2.1.6. Provide responses to requests for information (RFIs);
- 2.1.7. Participate in interviews with Respondents;
- 2.1.8. Witness factory testing; and,
- 2.1.9. Witness field testing and commissioning.

--- End of Section ---

## SECTION 3 – RFP GENERAL INFORMATION AND REQUIREMENTS

### 3.1 Pre-Qualified Respondents

SFWPA is soliciting Proposals from the following firms. The Request for Proposal (RFP) process may lead to the award of the Kelly Ridge Powerhouse TSV Replacement Project.

- 3.1.1. Adams Valves, Inc. via CTi;
- 3.1.2. American AVK Company;
- 3.1.3. Andritz Hydro;
- 3.1.4. DeZurik Valves via Frank A. Olsen Co.;
- 3.1.5. General Electric Renewable Energy;
- 3.1.6. Glenfield Valves, Ltd.;
- 3.1.7. Orbinox Valves International SA;
- 3.1.8. Henry Pratt Co.;
- 3.1.9. Syblon Reid Contractors;
- 3.1.10. VAG GmbH; and,
- 3.1.11. Voith Hydro.

The Agency intends to procure field services for the Kelly Ridge Powerhouse TSV Replacement Project, through selection of the most highly qualified Respondent and negotiation of a mutually acceptable Agreement ("Contract"). Further, it is the Agency's intent to complete the Respondent selection process and any negotiations in order to award the Contract by the date defined in Section 5.3 of this document. The Agency at its discretion will then issue a Notice-to-Proceed by the date defined in Section 5.3 of this document.

### 3.2 RFP General Requirements

The submittal response to this RFP shall include the following information at a minimum, but not be limited to:

#### 3.2.1. Transmittal Package General Requirements

- 3.2.1.1. Provide the complete name and contract information of the individual serving as the single point-of-contact on behalf of the Respondent, and responsible for correspondence to and from the Respondent and the Agency.
- 3.2.1.2. The Respondent shall complete and submit Exhibit "A" Proposal Form as part of the Proposal submittal, attached hereto.
- 3.2.1.3. The Respondent shall submit their Quality Assurance (QA) Process and Quality Control (QC) Plan, as part of the Proposal submittal.
- 3.2.1.4. The Respondent shall submit their Injury and Illness Prevention Program Compliance Certificate, as part of the Proposal submittal.
- 3.2.1.5. Respondent Personnel Qualifications: All engineers and technical personnel shall be trained and qualified to the Respondent's standards and practices.
- 3.2.1.6. Listing of Subcontractors: Respondent shall comply with California Public Contract Code Section 4104, provided in part below:

[A]ny person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

- (a)(1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5

of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed Drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

### 3.2.2. Project Team

3.2.2.1. Provide a statement confirming that the individuals identified in the Proposal for "Key Personnel" positions will not be removed or replaced without prior written authorization of the Agency.

3.2.2.2. Key Personnel: Provide the following information for each Key Personnel position as listed below:

- 3.2.2.2.1. Name,
- 3.2.2.2.2. Relevant licensing and registration,
- 3.2.2.2.3. Length employment with current employer,
- 3.2.2.2.4. Years of experience performing similar work, and
- 3.2.2.2.5. Description of similar project experience.

*Project Manager:* Responsible for the overall construction, quality management and contract administration for the project. This person will have full responsibility for the prosecution of the work, act as a single point of contact in all matters, and have authority to bind Respondent on all matters relating to the Project.

*Project Superintendent:* Responsible for supervision of the field construction of the project to complete the work on schedule and to the quality of workmanship specified.

*Quality Control Manager:* Responsible for the overall construction quality of the project, and implementation of the Respondent's quality management process and construction quality program.

*Field Crew:* Identify the size of crew, for one shift per day, nine (9) hours per shift, six (6) days per week for onsite work.

### 3.2.3. Similar Project Experience

Describe relevant field experience on hydro-generator TSV replacement projects with similar scope of work and complexity and include the following:

- 3.2.3.1. Name of the project, the owner's contact information (project manager name, phone number, e-mail address), and project number. If the owner's project manager is no longer with the owner, provide an alternative contact at the agency that is familiar with your company's participation in the Project.
- 3.2.3.2. Narrative describing the project (including dates of construction).
- 3.2.3.3. Detailed description of the relevant work and services provided and percentage of the overall project actually performed.
- 3.2.3.4. Lessons learned or unique experiences applicable to the Project.

3.2.4. Quoted Prices

- 3.2.4.1. Quoted prices shall be printed in ink or typewritten. Erasures are not permitted.
- 3.2.4.2. Prices shall be F.O.B Kelly Ridge Powerhouse, and include all applicable taxes.
- 3.2.4.3. Foreign Material: Respondent's Proposal shall state the Country of origin of all materials and components not originating in or manufactured in the United States. Absence of such a statement in the Proposal shall be interpreted as designating domestic materials and components of domestic origin.

3.2.5. Project Execution Plan and Time Schedule

The Respondent shall provide a Project Execution Plan (PEP) and Time Schedule as part of the Proposal submittal, covering all Project Activities, Phases, Milestones, Critical Paths, and Resources. PEP and Time Schedule will be evaluated by the Agency during the selection process. The milestones in the following tables, at a minimum, shall be included in the Time Schedule. Provide proposed Start and Finish/Due Dates for all tasks and deliverables. Project shall be completed by November 2, 2019.

- I - Planning and Design/Engineering	Task / Deliverable	Start	Finish/Due
	I-1 Agency Provides Notice to Proceed	Nov-28 2018	
	I-2 Project Execution Plan and Time Schedule		
	I-3 Project Kick-off Meeting at Agency Main Office		
	I-4 Shop Drawings and Specifications for TSV and appurtenances		
	I-5 Field Drawings and Specifications for installation of TSV and appurtenances		
	I-6 Written plan for removal of existing TSV and installation of new TSV		
	I-7 Written plan for field testing and commissioning of TSV		

- II - Fabrication and Factory Testing	Task / Deliverable	Start	Finish/Due
	II-1 Fabrication of TSV and appurtenances		
	II-2 Factory Witness Testing of TSV and appurtenances		
	II-3 Deliver TSV and appurtenances to Project field site		

- III - Field Installation and Construction	Task / Deliverable	Start	Finish/Due
	III-1 Project site mobilization		
	III-2 Remove existing TSV and appurtenances, and place in Powerhouse yard street level		
	III-3 Install new TSV and appurtenances		

-IV - Field Testing and Commissioning	Task / Deliverable	Start	Finish/Due
	IV-1 Perform dry stroke testing of TSV		
	IV-2 Perform stroke testing of TSV under filled penstock conditions, and with operating hydro-generator		
	IV-3 Complete all punch-list items		
	IV-4 Perform operation and maintenance training		
	IV-4 Demobilization from project site		

  

-V - Project Closeout	Task / Deliverable	Start	Finish/Due
	V-1 Provide spare parts and materials		
	V-2 Provide operation and maintenance manuals		
	V-3 Closeout project		11/2/2019

3.2.6. Addenda

Respondent shall submit signed copy of all addenda, if applicable.

3.2.7. Bond Requirements

Respondent shall comply with all requirements for bonds as described in Exhibit "B" Agreement, Section 3, attached hereto. The respondent shall complete and submit Exhibit "C" Payment Bond, and Exhibit "D" Performance Bond Forms, attached hereto.

3.2.8. Insurance Certificates

Respondent shall comply with all requirements for insurance as described in Exhibit "B" Agreement, Section 9, attached hereto.

3.2.9. Quality Assurance and Quality Control Program

Respondent shall have in effect at all times a QA/QC program, which clearly establishes the authority and responsibility for the work and QA/QC program. Persons performing QA/QC functions shall possess sufficient authority to enforce quality requirements; to identify, initiate, recommend, and provide solutions to quality problems; and to verify the effectiveness of the solutions. SFWPA reserves the right to reject any procedures as inadequate and request augmentation to the QA/QC program.

3.2.10. Non-Collusion Affidavit

Respondent shall comply with all requirements regarding non-collusion as described in the Exhibit "F" General Conditions, Section 12, attached hereto.

3.2.11. Subcontractor Listing Requirements

Respondent shall comply with all requirements regarding subcontractors as described in Exhibit "F" General Conditions, Section 14, attached hereto.

### 3.2.12. Exceptions to Contract Terms

Respondent's proposal submittal shall comply with the exact conditions set forth in the following documents in their entirety:

- 3.2.12.1. Request for Proposal (this document);
- 3.2.12.2. Exhibit "A" Proposal Form;
- 3.2.12.3. Exhibit "B" Agreement;
- 3.2.12.4. Exhibit "C" Payment Bond;
- 3.2.12.5. Exhibit "D" Performance Bond;
- 3.2.12.6. Exhibit "E" Bid Bond Form;
- 3.2.12.7. Exhibit "F" General Conditions;
- 3.2.12.8. Exhibit "G" Project General Requirements;
- 3.2.12.9. Exhibit "H" Project Technical Specifications; and,
- 3.2.12.10. Exhibit "I" Product Data Sheet (completed with information requested); and,
- 3.2.12.11. Addenda as applicable.

If Respondent's Proposal submittal differs in any way with any of these documents, the Respondent shall indicate on the Proposal that exceptions are being taken, and Respondent shall clearly itemize those exceptions on a separate sheet titled, "Exceptions to the Request for Proposal and/or Terms and Conditions".

### 3.3 Project Information Requests

#### 3.3.1. Additional Information and Site Visits

Interested Respondents may contact the Agency's Power Division Manager, Dan Leon by telephone (530)533-2421, or email [dleon@southfeather.com](mailto:dleon@southfeather.com), to obtain additional information about the project and/or arrange a meeting at the Project site prior to submitting a Proposal.

The Agency possesses various technical documents for the existing Kelly Ridge Powerhouse TSV installation. Respondents may submit RFIs to the Agency, and request these documents. RFIs will be processed based on the Schedule in Section 5.3 below. The Agency will provide RFI responses to all Respondents. Documentation and information related to Critical Energy Infrastructure will not be released prior to the execution of a Non-Disclosure Agreement.

--- End of Section ---



**SECTION 4 – RFP PROPOSAL SUBMITTAL REQUIREMENTS****4.1 RFP Proposals**

Provide the Proposal submittal in Adobe Acrobat .PDF digital format that is legible and reproducible. Minimize the use of scanned documents that may be illegible when reproduced.

The Proposal submittal shall be titled:

*“Proposal to Provide Field Services for the SFWPA Kelly Ridge Powerhouse  
Hydro Generator Turbine Shutoff Valve Replacement Project”*

Proposal digital PDF files shall be emailed in their entirety to:

[dshipman@southfeather.com](mailto:dshipman@southfeather.com)

Any and all costs and expenses incurred in preparing and submitting the Proposal will be borne by the Respondent.

**4.2 Proposal Submittal Deadline**

To be eligible for consideration, all Proposal submittals must be received at above physical address **and** received via email **no later than 4:00 pm on Friday, August 24, 2018.**

--- End of Section ---

**SECTION 5 – SELECTION PROCESS**

**5.1 Selection Criteria**

The Agency will be selecting a Respondent with which to enter into a Contract for field services based on Project cost, adherence to the Technical Specifications, qualifications, demonstrated experience, skill sets, and construction methods.

**5.2 Selection Process and Award of Contract**

The Agency will review and evaluate the Proposal submittal. Following the initial evaluation of the Proposal submittals, the Agency will conduct telephone interviews with one or more Respondents prior to making a decision on which firm(s) will proceed to the next step in the selection process.

Based upon the Agency's favorable evaluation of the Proposal submittal packages and telephone interviews, the Agency will select the Respondent it considers the most highly qualified to perform the Project. The Agency intends to evaluate the Proposals based upon price, project plan, cost reduction ideas, completeness and accuracy, alternatives, and exceptions, if any, to the Specifications, and Terms and Conditions. The selected Respondent will then be requested to enter into Contract negotiations for the Project scope and services. The finalization of Contract will be subject to approval by the Agency's Board of Directors. A Non-Disclosure Agreement will also be required.

Respondent Price for Project shall include a comprehensive and fully functional turn-key TSV system. Project deliverables shall include and not be limited to documentation, submittals, design, engineering, integration with existing plant, procurement, factory witness testing, removal of DHC TSV, installation of new TSV, commissioning, closeout, training, operation/maintenance documents, and warranty.

**5.3 Respondent Selection and Contract Award Schedule**

A milestone schedule for Respondent selection and Contract award is summarized below. Dates and times are subject to change at the discretion of the Agency.

- A - Request for Proposals and Respondent Selection	Action/Activity	Start	Finish/Due
	A-1 Release Request for Proposal (RFP) & post on Agency's website	Jul-18 2018	
	A-2 Agency conducts field site meeting with Respondents	Jul-30	Aug-10
	A-3 RFP submittals received by Agency		Aug-24
	A-3 RFP review and evaluation	Aug-27	Sep-07
	A-4 Respondent short-listing	Sep-10	Sep-14
	A-5 Agency conducts telephone interviews with Respondents	Sep-17	Sep-28
	A-6 Select Respondent		Oct-05

- B - Contract Negotiation and Award	Action/Activity	Start	Finish/Due
	B-1 Contract negotiation; Reach agreement on costs	Oct-08 2018	Nov-16
	B-2 Agency notifies intent to award		Nov-20
	B-3 Agency Board of Directors' approve award of contract		Nov-27
B-4 Agency issues Notice-to-Proceed		Nov-28 2018	

#### 5.4 SFWPA Rights Reserved

SFWPA will not reimburse the Respondents to this request for any costs involved in the preparation and submission of the RFP, or travel to participate in interviews, presentations, or site visits. All responses to the RFP will become the property of SFWPA and will not be returned.

This RFP does not obligate SFWPA to contract for any services expressed or implied. The Agency reserves the right to:

- 5.5.1. Request any Respondent submitting a Proposal to clarify its content;
- 5.5.2. Withdraw this RFP at any time before Proposals are due;
- 5.5.3. Modify or alter any of the requirements herein (in the event of such modification, all RFP Respondents will be given an equal opportunity to revise their Proposals in the specific areas impacted);
- 5.5.4. Reject any or all Proposals, reject conditional or incomplete Proposals, waive irregularities in any Proposal, and reissue this RFP or a modified RFP;
- 5.5.5. Accept other than the lowest price Proposal;
- 5.5.6. Not be liable to any Respondent submitting a Proposal to this RFP, by reason of withdrawal or Agency rejection; and,
- 5.5.7. Negotiate a Contract with the selected Respondent.

--- End of Document ---

**South Feather Water and Power Agency  
Contract No. 20180606.1**

EXHIBIT "A"

**PROPOSAL FORM**

FURNISHING AND INSTALLING  
TURBINE SHUTOFF VALVE  
FOR  
KELLY RIDGE POWERHOUSE  
SOUTH FEATHER WATER AND POWER AGENCY

PROPOSAL  
FOR  
TECHNICAL SPECIFICATION NO. 2018-01

Date: \_\_\_\_\_

Mr. Rath Moseley  
South Feather Water and Power Agency  
2310 Oro Quincy Hwy.  
Oroville, CA 95966

Dear Sir:

Having examined Exhibit "H" Project Technical Specification No. 2018-01 and RFP package for furnishing and installing a new Turbine Shutoff Valve for Kelly Ridge Powerhouse, the undersigned agrees to execute a contract to perform work in accordance with the Technical Specification and RFP for the following sum, excluding cost of surety bond, but including taxes incurred in the performance thereof:

Item 1. Price for furnishing and installing a new fully integrated turn-key Turbine Shutoff Valve system and all appurtenances as specified herein, including removal of existing valve system, f.o.b. Kelly Ridge Powerhouse:  
\$ \_\_\_\_\_.

Lead time to provide Turbine Shutoff Valve: \_\_\_\_\_ days after award of contract.

Duration for engineering, installation, and commissioning: \_\_\_\_\_ calendar days (attach proposed schedule).

Item 2. Price for furnishing and installing a new Actuator Cylinder for interface to new Turbine Shutoff Valve, including removal of existing actuator system, f.o.b. Kelly Ridge Powerhouse:  
\$ \_\_\_\_\_.

Lead time to provide Actuator Cylinder: \_\_\_\_\_ days after award of contract.

Duration for engineering, installation, and commissioning: \_\_\_\_\_ calendar days (attach proposed schedule).

The following additional information is furnished with this Proposal:

Bank Reference \_\_\_\_\_ Phone \_\_\_\_\_

Bonding Company \_\_\_\_\_

Bodily Injury  
Insurance Co. \_\_\_\_\_ Limits \_\_\_\_\_ / \$ \_\_\_\_\_

Property Damage  
Insurance Co. \_\_\_\_\_ Limited \$ \_\_\_\_\_

State Contractor's  
License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name of Firm \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

**South Feather Water and Power Agency  
Contract No. 20180606.1**

**EXHIBIT "B"  
AGREEMENT**

**South Feather Water and Power Agency  
Contract No. 20180613.1**

**AGREEMENT FOR:**

***Kelly Ridge Powerhouse Hydro-Generator Turbine Shutoff Valve Replacement Project***

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between South Feather Water and Power Agency (SFWPA), and \_\_\_\_\_ Company. (CONTRACTOR). (CONTRACTOR and SFWPA may hereafter be referred to as "Party" or jointly "Parties").

**WITNESSETH:**

SFWPA desires to retain the services of CONTRACTOR for the *Kelly Ridge Powerhouse Hydro-Generator Turbine Shutoff Valve Replacement Project*.

CONTRACTOR desires to perform the services requested by SFWPA on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

- 1) Description of Work: CONTRACTOR shall perform the work described in the RFP document, General Conditions, and Project Technical Specs, and all other requirements referenced hereto.
  - a) This Agreement, and the work performed hereunder, shall be subject to, and in accordance with, the General Conditions attached as "Exhibit F" hereto.
- 2) Performance of Work: CONTRACTOR shall provide all labor, equipment, material, supplies, and services required or necessary to properly, competently and completely perform the work or render the services under this Agreement. CONTRACTOR shall determine the method, details and means of doing the work or rendering the services. Except as otherwise provided in this Agreement, all materials incorporated into the work shall be new.

CONTRACTOR shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work described in the RFP document, General Conditions, and Project Technical Specs, and all other requirements referenced hereto.

- 3) Bonds: Before commencement of work, CONTRACTOR shall deliver to SFWPA both a payment bond (labor and material), and a performance bond guaranteeing the faithful performance of the contract, on the forms supplied by SFWPA in an amount equal to the full contract price. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period,



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whichever is later.

The bonds shall be in the form of a bond and not a deposit in lieu of a bond.

Each surety for the bond shall be an "admitted surety insurer," as defined in Code of Civil Procedure section 995.120, and shall be named in the current US Department of Treasury Listing of Approved Sureties (Department Circular 570)

The bonds shall be executed in the name of the surety insurer under penalty of perjury or the fact of execution of the bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions, at the option of the surety insurer, is satisfied:

- (a) A copy of the transcript or record of the unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and in behalf of the insurer, is filed in the office of the clerk of the county of Butte.
- (b) A copy of a power of attorney is attached to the bonds.

The CONTRACTOR shall, in accordance with Code of Civil Procedure section 995.640, obtain from the clerk of the county of Butte and provide to SFWPA a certificate stating that the surety is authorized by the Insurance Commissioner to transact surety business.

- 4) Compensation: In full consideration for the performance of the Work and all other obligations of Contractor hereunder, SFWPA agrees to pay the Contractor's Proposal Bid Amount of **\$xxx.xxx.00**.
  - a) Project Cost of Work: The Contractor guarantees that the actual costs incurred shall not exceed the above amount of **\$xxx.xxx.00**. Should a change or adjustment of the project amount be required, the Contractor shall submit a separate Change Order Request exclusively addressing the change and shall include supporting rationale.
  - b) Savings: Upon completion of the Work, the Contractor shall provide to SFWPA a detailed and complete accounting of the Cost of the Work for the Project. Should the actual final Cost of work plus the Contractor's Fee be less than the Target Price as adjusted pursuant to this Contract; the savings shall accrue fifty percent (50%) to SFWPA and fifty percent (50%) to the Contractor except for savings to the extent resulting from changes initiated by SFWPA.
- 5) Term and Time for Completion: This Agreement shall become effective on the date first above written and will continue in effect until the services provided herein have been completed. It is intended to replace the Kelly Ridge Powerhouse TSV in the fall of 2019.
- 6) Completion of Work; Payment for Services: Upon request by CONTRACTOR, SFWPA shall promptly inspect the work. Once it is determined to be completed in accordance with

**South Feather Water and Power Agency**  
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the requirements of this Agreement, the work shall be accepted by SFWPA and a Notice of Completion shall be recorded. After CONTRACTOR has satisfactorily completed all of the work, including corrections to the work, it shall make application to SFWPA for payment. Payment of undisputed amounts shall be made within 40 days of recording of the Notice of Completion.

Payment of undisputed Contract amounts shall be contingent upon CONTRACTOR furnishing SFWPA with a release of all claims against SFWPA related to those amounts. Disputed Contract claims in stated amounts may be specifically excluded by CONTRACTOR from the operation of the release. Any claim that is not specifically excluded shall be deemed waived.

Each invoice shall be accompanied by proof that CONTRACTOR has paid for all materials billed to SFWPA, and by CONTRACTOR's certification that all labor and services related to the project, to date, have been paid.

Acceptance of the work by SFWPA, or payment to CONTRACTOR by SFWPA, does not in any manner relieve CONTRACTOR of its obligations under this Agreement.

7) Quality Assurance (QA) and Quality Control (QC):

The Contractor shall have in effect at all times a QA/QC program which clearly establishes the authority and responsibility for the work and QA/QC program. Persons performing QA/QC functions shall possess sufficient authority to enforce quality requirements; to identify, initiate, recommend, and provide solutions to quality problems; and to verify the effectiveness of the solutions.

8) Coordination; Project Meetings; Inspections; Project Engineer:

- a) It is understood and acknowledged that SFWPA's operations will continue during the project and that SFWPA will need notice of not less than 5 days from CONTRACTOR if it becomes necessary to take equipment off-line in connection with CONTRACTOR's work. CONTRACTOR and SFWPA agree to coordinate their schedules insofar as possible to minimize interference with one another.
- b) Project meetings shall be held between CONTRACTOR, designated ENGINEERING FIRM and SFWPA as required during the project to discuss the status of the project and any unresolved issues. In addition, project meetings shall be held upon request of either SFWPA, Engineering Firm or CONTRACTOR provided that at least 24 hours written notice is given. The cost of project coordination and project meetings are included in the contract price.
- c) Project Engineer's Authority: The Project Engineer is authorized to conduct inspections as needed to ensure quality control, and make decisions on questions regarding work quality and acceptability; manner of performance of the work; drawing and specification interpretation; contract fulfillment; time and

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progress rate; and, measurement and payment. The Project Engineer's determination is binding upon CONTRACTOR, subject to CONTRACTOR's right and obligation under General Condition's section 10, Dispute Resolution.

- 9) Insurance: CONTRACTOR shall, in advance of performing any work, at its expense, procure and maintain in effect at all times for the duration of this Agreement, and for any additional period as CONTRACTOR is involved in correcting, repairing, or replacing defective work, not less than the following coverage and limits of insurance.
- a) **Worker's Compensation.** By its signature hereunder, CONTRACTOR certifies that he is aware of the provisions of Sections 1860 and 3700 of the California Labor Code which requires every employer be insured for worker's compensation or undertake self-insurance in accordance with the provisions of that code and they will comply with such provisions before commencing the work of this Agreement. CONTRACTOR shall require any subcontractors comply with these provisions. CONTRACTOR shall carry such insurance as will protect SFWPA and CONTRACTOR from claims under Worker's Compensation and Employers' Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes. The limit for the Employers' Liability coverage shall be no less than \$1 million dollars per occurrence. The worker's compensation/employers liability policy shall be endorsed to contain a waiver of any right of subrogation against SFWPA or its directors, employees, or agents.
  - b) **General Liability.** CONTRACTOR shall obtain and keep in full force and effect general liability insurance, including provisions for contractual liability, completed operations, personal injury, bodily injury and property damage coverages. This insurance shall be on an occurrence basis form with a standard cross-liability clause or endorsement. The limit for this insurance shall be no less than \$1 million per occurrence combined single limit for bodily injury and property damage. CONTRACTOR's insurance secured under this subparagraph shall name, by endorsement, SFWPA as an additional insured.
  - c) **Automobile Liability.** CONTRACTOR shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased rented or borrowed. This insurance shall have a standard cross-liability clause or endorsement. The limit amount for this insurance shall be no less than \$1 million per occurrence combined single limit for bodily injury and property damage. CONTRACTOR's insurance secured under this subparagraph shall name, by endorsement, SFWPA as an additional insured.
  - d) **Builders Risk Insurance.** CONTRACTOR shall procure and maintain Builder's Risk Insurance for the duration of this Agreement and until the work is accepted by SFWPA. SFWPA, CONTRACTOR, and subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest, shall be named as insureds. Policy Limits shall be in an

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amount equal to one hundred percent (100%) of the value of the work performed under this Agreement. The policy shall cover all work, and items to be incorporated therein, wherever situated. The policy shall cover hazards including losses due to fire, explosion, hail, rain, lightning, flood inundation, mudslide, erosion, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke.

- e) The CONTRACTOR's insurance coverage shall be primary insurance as respects SFWPA, its directors, employees, and agents. Any insurance or self-insurance maintained by SFWPA, its directors, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
  - f) Any deductibles or self-insured retentions must be declared to and approved by SFWPA. At the option of SFWPA, the insurer shall reduce or eliminate such deductibles or self-insured retentions.
  - g) The required insurance is to be placed with insurers admitted to transact business in California with an A.M. Best rating of no less than A:VII.
  - h) Endorsements/Certificate of Insurance. Promptly upon execution of this Agreement and prior to commencement of any work, CONTRACTOR shall provide SFWPA with certificates of insurance and the endorsements referred to above evidencing that all insurance and/or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by SFWPA shall not relieve or decrease any liability of CONTRACTOR. The certificates and policies shall provide that thirty (30) days written notice of any material change, reduction in coverage or cancellation of the insurance policies will be provided to SFWPA. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, CONTRACTOR shall notify SFWPA prior to making such changes.
  - i) Subcontractors: In the event CONTRACTOR employs subcontractors to perform part of the work covered by this Agreement, it shall be the CONTRACTOR's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.
- 10) Indemnification and Hold Harmless: SFWPA shall make timely notification to CONTRACTOR of the receipt of any third-party claim relating to this Agreement.
- a) The CONTRACTOR shall indemnify, and hold SFWPA harmless from all claims, demands, liability, loss, and costs (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolutions costs), claims arising from or encountered in connection with this Contract, or the prosecution of the Work, excepting only such injury or harm caused by the SFWPA's sole or active negligence or willful misconduct, to the extent caused thereby. CONTRACTOR's indemnity obligation shall extend to Claims

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occurring after completion of the work, as well as during the work's progress. Such indemnity shall also extend to Claims by the employees of CONTRACTOR or its subcontractors.

- b) CONTRACTOR's obligation to indemnify and its obligation to maintain liability and other insurance are separate and distinct. CONTRACTOR's obligation to indemnify is not restricted to insurance proceeds, if any, received by SFWPA, or its directors, officers, employees, or authorized representatives.
  - c) CONTRACTOR's duty to indemnify, hold harmless and defend shall survive completion of the Project.
- 11) Warranties: CONTRACTOR warrants that the work will conform to the Contract and be free of defective materials or workmanship. Contractor's obligations to perform and complete the work shall be absolute.

For a period of two (2) years (or such longer period as may be mutually agreed upon) after a signed "Manufacturer's Certificate of Proper Installation", CONTRACTOR warrants that the Goods shall be free from any defects in workmanship, materials or design, shall conform to all specifications (including those related to performance), and shall operate satisfactorily under all conditions described by the specification. CONTRACTOR, at its expense, shall promptly repair, replace or upgrade any Goods that fail to meet this warranty to SFWPA's satisfaction.

Nothing in this provision is intended to alter the applicable statutes of limitations and repose.

12) Correction Period:

- a) If within one year after the date of substantial completion, any work is found to be defective, or if the repair of any damage is found to be defective, then Contractor shall promptly, without cost to SFWPA and in accordance with SFWPA's written instructions:
  - i) Correct the defective repairs and/or defective work;
  - ii) If the defective work has been rejected by SFWPA, remove it from the Project and replace it with work that is not defective; and,
  - iii) Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to other land or are as resulting there from.
- b) If Contractor does not promptly comply with the terms of SFWPA's written instructions, or in an emergency where delay would cause serious risk of loss or damage, SFWPA may have the defective work corrected or repaired or may have the rejected work removed and replaced. Contractor shall pay all claims,

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costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- c) Where defective work (and damage to other work resulting there from) has been corrected or removed and replaced under this paragraph, the correction period here under with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- d) Contractor's obligations under this Article are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13) Miscellaneous:

- a) This embodies the entire agreement between the parties. Any prior or contemporary agreements, understandings, promise, or representations pertaining to the subject to this Agreement not expressly set forth herein are of no force and effect.
- b) This Agreement shall be binding on the parties and their successors and assigns. However, CONTRACTOR will not assign this Agreement without the written consent of SFWPA.
- c) No modification of this Agreement shall be binding unless in writing signed by both parties.
- d) A waiver of any term, or any breach, of this agreement shall not be deemed a waiver of any other term or breach.
- e) Time is of the essence of this Agreement.

14) Notices: Insofar as this Agreement requires or contemplates the giving of notices, such notices shall be deemed given when personally delivered in writing, or deposited in the United States mail, postage prepaid, as follows:

To SFWPA:           Rath Moseley, General Manager  
                          South Feather Water and Power Agency  
                          2310 Oro Quincy Highway  
                          Oroville, CA 95966

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- 15) Governing Law; Venue: This Agreement shall be governed by the law of California. Any action to interpret or enforce the terms of this Agreement, or for a breach of this Agreement, shall be initiated and prosecuted in the County of Butte, State of California.
- 16) Liquidated Delay Damages: The work shall be completed as set forth in Article 5) Term and Time for Completion. For each day that completion is delayed beyond the specified time, the CONTRACTOR shall forfeit and pay to SFWPA **\$xx,xxx.xx** plus any penalties that Contractor may impose due to schedule delay, not to exceed in total the sum of **\$xxx,xxx.xx**, which may be deducted from any payments due or to become due to the CONTRACTOR. CONTRACTOR and SFWPA agree that the amount is reasonable under the circumstances existing at the time this Agreement is made.

Liquidated damages shall not apply to the extent the cause of the delay is beyond the reasonable control of CONTRACTOR, which shall include acts of SFWP. The completion date, for purposes of liquidated damages, shall be postponed by the number of days over which such delay extended.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SFWPA:

SOUTH FEATHER WATER AND POWER AGENCY

By \_\_\_\_\_  
Rath Moseley, General Manager

CONTRACTOR:

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name



**South Feather Water and Power Agency  
Contract No. 20180606.1**

EXHIBIT "C"

**PAYMENT BOND**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_

\_\_\_\_\_ a (2) \_\_\_\_\_

hereinafter called "Principal" and (3) \_\_\_\_\_

of \_\_\_\_\_ State of \_\_\_\_\_ hereinafter called the "Surety," are held and firmly bound unto ----- Irrigation Agency hereinafter called "Agency," in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States, 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 WHEREAS, the Principal entered into a certain Contract with the Agency, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of the -----  
-----  
---, including all appurtenances thereto, all as set forth in the Contract Documents entitled, "-----  
----- PROJECT".

NOW, THEREFORE, if the Principal, or a Subcontractor, fails to pay (1) persons or entities authorized to make claims under Civil Code Section 9100, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under Contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to §13020 of the Unemployment Insurance Code with respect to the work and labor, then surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court,

PROVIDED, FURTHER, Surety's obligation hereunder shall inure to the benefit of any of the persons or entities authorized to make claims under Civil Code § 9100 so as to give a right of action to those persons or entities or their assigns in any suit brought upon this bond, and

PROVIDED, FURTHER, that no final settlement between the Agency and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_\_ day of 20\_\_\_\_\_.

Correspondence or claims relating to the Bond should be sent to the Surety at the following address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Principal's name, title, and signature)  
\_\_\_\_\_  
\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
Attorney-in-Fact

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ before me, a notary public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ 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 executed the same in his/her authorized capacity(ies), and that by his/her 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.

\_\_\_\_\_ (SEAL) \_\_\_\_\_

*Signature of Notary Public*

NOTE: Date of Bond must not be prior to date of Contract:

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership, or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) If Contractor is Partnership, all partners should execute bond.

**South Feather Water and Power Agency  
Contract No. 20180606.1**

EXHIBIT "D"

**PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_

\_\_\_\_\_ a (2) \_\_\_\_\_

hereinafter called "Principal" and (3) \_\_\_\_\_

of \_\_\_\_\_ State of \_\_\_\_\_ hereinafter

called the "Surety," are held and firmly bound unto ----- Irrigation Agency, hereinafter

called "Agency," in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) in lawful money of the United States, 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 WHEREAS, the Principal entered into a

certain Contract with the Agency, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a

copy of which is hereto attached and made a part hereof for the construction of the \_\_\_\_\_

PROJECT, including all appurtenances thereto, all as set forth in the Contract Documents entitled

"CONTRACT NO. \_\_\_\_\_

Project".

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the

undertakings, covenants, terms, conditions, and agreements of said Contract during the term

thereof, including the term of any warranty, and any extensions thereof which may be granted by

the Agency, with or without notice to the Surety, and including any obligation to pay Liquidated

Damages for delay, and if he/she shall satisfy all claims and demands incurred under such

Contract, including any claims or demands under any warranty or for Liquidated Damages for

delay, and shall fully indemnify and save harmless the Agency from all costs and damages which it

may suffer by reason of a failure to do so, and shall reimburse and repay the Agency all outlay and

expense which the Agency may incur in making good any default, then this obligation shall be void;

otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the 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 way affect its

obligation 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, and,

further, the Surety disclaims exoneration under California Civil Code section 2819.

Neither the Agency's acceptance of any work by, or on behalf of, Principal, nor the Agency or its

agents' repair of any defects arising in the work, shall be deemed a waiver of any of Agency's

rights under this bond for the correction of defective work or materials, whenever discovered.

The Surety's obligations shall remain in effect until the completion of performance, free from

defects, subject only to the applicable statutes of limitation pertaining to patent or latent

construction defects.

**WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_\_ day of 20\_\_\_\_.

Correspondence or claims relating to the Bond should be sent to the Surety at the following address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Principal's name, title, and signature)  
\_\_\_\_\_  
\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
Attorney-in-Fact

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ before me, a notary public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ 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 executed the same in his/her authorized capacity(ies), and that by his/her 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.

\_\_\_\_\_ (SEAL) \_\_\_\_\_

*Signature of Notary Public*

**South Feather Water and Power Agency  
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EXHIBIT "E"

**BID BOND FORM**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, unto the South Feather Water and Power Agency as Obligee in the penal sum of \_\_\_\_\_ dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for construction of the Kelly Ridge Powerhouse Turbine Shutoff Valve Replacement Project, according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall provide evidence of required insurance and give bond for payment of material and laborers and for the faithful performance thereof, with Surety and Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

-----  
\_\_\_\_\_, 20\_\_\_\_



**South Feather Water and Power Agency  
Contract No. 20180606.1**

EXHIBIT "F"

**GENERAL CONDITIONS**

**South Feather Water and Power Agency  
Contract No. 20180606.1**

**GENERAL CONDITIONS**

- 1) Independent Contractor: CONTRACTOR's relationship to SFWPA is that of an independent contractor. All persons hired by CONTRACTOR and performing the work shall be CONTRACTOR's employees or agents. SFWPA shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. CONTRACTOR shall be solely liable for losses, costs, damage or injuries by said employees or agents during the course of the work. CONTRACTOR shall not delegate any of the work to subcontractors without advance written approval of SFWPA.
  
- 2) Employee Compensation and Hours:
  - a) This is a public work. CONTRACTOR and any subcontractors are subject to the requirements of Chapter 1, Part 7 of the Labor Code, commencing with section 1720, pertaining to public works, and it is responsible for ascertaining and applying those requirements. Any person who willfully violates Article 2 of Chapter 1 is guilty of a misdemeanor. (Labor Code § 1777). All contractors and subcontractors working on this Project must keep certified payroll records in accordance with Labor Code section 1776.
  
  - b) At the time of the award of the Contract, and at all times while performing the Work, Contractor and its subcontractors listed in accordance with the provisions of Public Contract Code section 4104 shall be, and shall remain, registered and qualified to perform public work, pursuant to Labor Code sections 1725.5 and 1771.1. This Contract is subject to cancellation by SFWPA upon determination that Contractor or any of its subcontractors is not in compliance with the provisions of those sections.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, as required by Labor Code section 1771.4. Contractor shall post job site notices, as prescribed by regulation. Contractor shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner.
  
  - c) Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1, Part 7 of the Labor Code, shall be paid for each craft, classification, or type of worker needed to execute this Contract.
  
  - d) Copies of the prevailing rates of per diem wages are on file at SFWPA's office and shall be made available on request. Alternatively, said rates are accessible on the INTERNET under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1".The Internet address is <http://www.dir.ca.gov/>.

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- e) A copy of the prevailing rate of per diem wages shall be posted at the Work site. CONTRACTOR, and any subcontractor under it, shall pay not less than the prevailing rates of wages to all workers employed in the execution of this Contract. CONTRACTOR, and any subcontractor under it, shall be subject to penalties under Labor Code section 1775 for paying less than the prevailing wage rates.
  - f) CONTRACTOR shall keep accurate payroll records 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 to each journeyman, apprentice, worker, or other employee employed by it in connection with the Work, and shall certify and make those records available for inspection and otherwise comply with the provisions of Labor Code sections 1776 and 1812. CONTRACTOR's failure to comply is a misdemeanor, as provided in Labor Code section 1777.
  - g) CONTRACTOR shall be subject to the provisions of Labor Code section 1777.5 pertaining to the employment of apprentices. CONTRACTOR shall pay every apprentice employed in the execution of this Contract the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered, and shall otherwise comply with the provisions of that section.
  - h) CONTRACTOR warrants that neither it nor any of its subcontractors is ineligible to work on public works projects pursuant to section 1777.1 or 1777.7 of the Labor Code. CONTRACTOR is prohibited from performing work on this Contract with an ineligible subcontractor.
  - i) The time of service of any worker employed in the execution of this Contract is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by CONTRACTOR's employees in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay, or at any higher rate of overtime pay that may be required pursuant to a Department of Industrial Relations prevailing wage determination. CONTRACTOR, or any subcontractor working under it, shall be subject to penalties under Labor Code section 1813 for violations of these limitations.
  - j) CONTRACTOR shall secure the payment of worker's compensation to its employees performing the Work, in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and, in case any such Work is sublet, the CONTRACTOR shall require the subcontractor similarly to comply with those provisions.
- 3) Personnel Qualifications: All field installation personnel, engineers, electricians, and technicians shall be properly trained and qualified by the Contractor for the specific tasks they will perform during the installation process.

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- 4) Drug-Free Workplace: CONTRACTOR shall ensure that its employees on the work, and the employees of its subcontractors, if any, conform to SFWPA's policies regarding a drug-free workplace and comply with all state and federal laws and regulations governing maintenance of a drug-free workplace.
  
- 5) Laws and Regulations; Permits; Safety:
  - a) CONTRACTOR shall comply and shall ensure the compliance of subcontractors with all applicable federal and state laws, federal and state safety orders, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project, and they will be deemed to be included in the contract the same as though herein written out in full.
  
  - b) Any and all permits from local government entities shall be the responsibility of the CONTRACTOR.
  
  - c) In accordance with generally accepted practices and in accordance with California State Safety Orders, the CONTRACTOR will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
  
- 6) Conduct of Work:
  - a) On-Site Supervisor: Contractor shall provide an on-site supervisor to coordinate daily with SFWP's supervisor in charge. The on-site supervisor should be on-site at least three working days prior to the start of work.
  
  - b) Protection of Property: During performance of work, responsibility for the care and protection of existing work, SFWP's equipment, or adjacent areas shall remain with Contractor, and any damage thereto shall be repaired at the sole expense of the Contractor.
  
  - c) Accident Reports: Contractor shall immediately notify SFWP of all accidents to Contractor's personnel and damages to SFWP's property. Within two days after notification, Contractor shall submit a complete written report of the accident or damages to SFWP.
  
  - d) Access: Equipment, tools, or material shall be transported to and from the property during regular work hours unless otherwise permitted by SFWP's supervisor in charge.
  
  - e) Power Supply: SFWPA will have one 120 volt, 20 amp 1-phase power circuit available for Contractor's use.
  
  - f) Telephones: Contractor may use the powerhouse telephones with calling cards or collect calls for long distance calls during the course of the work.

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- g) Site Facilities: Contractor shall provide its own office, tool storage building.
- 7) Storage of Equipment and Materials; Cleanup: CONTRACTOR's equipment and materials stored in the work area must not interfere with SFWPA's access to its facilities. CONTRACTOR shall be solely responsible for any equipment or materials wherever they may be stored, and SFWPA will bear no responsibility, nor accountability whatsoever, for any damages or losses. CONTRACTOR shall keep the worksite in a neat and orderly condition and, upon completion, shall thoroughly clean the site and remove and dispose of all debris.
- 8) Extra Work:
- a) Although the work is intended to be a turn-key project, SFWPA reserves the right at any time during the course of the contract to order the CONTRACTOR to perform extra work, furnish extra material or equipment, or to make changes altering, adding to, or deducting from the work, without invalidating the contract or bonds. Changes shall not be binding upon either SFWPA or the CONTRACTOR unless made in writing in accordance with this section.
- b) Changes shall originate with SFWPA who will transmit to the CONTRACTOR a written request for a proposal covering the requested change, setting forth the work in detail. Upon receipt of such request, the CONTRACTOR shall promptly submit in writing to SFWPA a proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of the CONTRACTOR to include a request for extension of time in the proposal shall constitute conclusive evidence that such extra work or revisions will entail no delay and that no extension of time will be required.
- c) If the CONTRACTOR's proposal is accepted and authorized by SFWPA, a written Change Order will be issued by SFWPA stating that the extra work or change authorized, and granting any required adjustments of contract price and of time of completion.
- d) If an agreement is not reached, SFWPA may order the CONTRACTOR, by a written Change Order, to perform extra work or to make changes on a cost-plus basis. Such Change Order shall specify the estimated amount of the payment to be made and the time extension to be allowed for such work or changes. The CONTRACTOR shall perform such work and shall furnish the SFWPA with itemized bills only for the actual payroll costs for employees in the direct employ of Contractor or subcontractors, materials and equipment furnished and incorporated in the work, plus a fair and reasonable fixed amount for overhead and profit on such work.
- e) The performance of extra work or changes pursuant to Change Order shall be in accordance with this Agreement (and any bonds). No extra work shall be performed and no change shall be made unless pursuant to such written Change Order, and no claim for an addition to the contract price shall be valid unless so

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ordered.

- f) If CONTRACTOR disputes SFWPA's determination of compensation or time extensions for extra work or changes, it shall proceed as provided in Section 10, Dispute Resolution. Failure of CONTRACTOR to comply with that section shall be deemed a waiver of such claim. CONTRACTOR shall in any case proceed with the work as directed.
  
- 9) Dispute Resolution: Contractor claims shall be resolved in accordance with the provisions of Article 1.5, Chapter 1, Part 3, Division 2 of the Public Contract Code, commencing with section 20104.

Claims by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from Work done by, or on behalf of, CONTRACTOR pursuant to this Contract and payment of which is not otherwise expressly provided for or CONTRACTOR is not otherwise entitled to, or (C) an amount the payment of which is disputed by SFWPA shall be subject to the following requirements:

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed within 20 days of the dispute giving rise to the claim or before the date of final payment, whichever first occurs.
  
- b) For claims of less than fifty thousand dollars (\$50,000), SFWPA shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim SFWPA may have against CONTRACTOR.
  - (i) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of SFWPA and CONTRACTOR.
  - (ii) SFWPA's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.
  
- c) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), SFWPA shall respond in writing to any written claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim SFWPA may have against CONTRACTOR.
  - (i) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of SFWPA and CONTRACTOR.

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- (ii) SFWPA's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.
- d) Claims of more than three hundred seventy-five thousand dollars (\$375,000) shall be handled in the same manner as claims of more than fifty thousand dollars (\$50,000) but less than or equal to three hundred seventy-five thousand dollars (\$375,000).
- e) If CONTRACTOR disputes SFWPA's written response, or SFWPA fails to respond within the time prescribed, CONTRACTOR may so notify SFWPA, in writing, either within 15 days of receipt of SFWPA's response or within 15 days of SFWPA's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, SFWPA shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- f) Following the meet and confer conference, if the claim or any portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. A failure to file a Government Code claim may preclude CONTRACTOR from pursuing the matter further. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits its written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- g) These requirements do not apply to tort claims and nothing in them is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- h) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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- i)
  - (i) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that **code**. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (ii) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
  - (iii) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- j) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

10) Termination:

- a) SFWPA may terminate CONTRACTOR's services for cause, for CONTRACTOR's violation in any substantial way of the provisions of this Agreement.
- b) SFWPA may, after giving CONTRACTOR (and surety) seven days written notice of its intent to terminate the services of CONTRACTOR:
  - (i) Exclude CONTRACTOR from the site, and take possession of the work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion);
  - (ii) Incorporate in the work all materials and equipment stored at the site or for which SFWPA has paid CONTRACTOR but which are



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stored elsewhere; and

- (iii) Complete the work as SFWPA may deem expedient.
- c) If SFWPA proceeds as provided in Paragraph 10-b), CONTRACTOR shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by SFWPA arising out of or relating to completing the work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to SFWPA. When exercising any rights or remedies under this paragraph, SFWPA shall not be required to obtain the lowest price for the work performed.
- d) Notwithstanding paragraphs 10-b) and 10-c), CONTRACTOR's services will not be terminated if CONTRACTOR begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- e) Where CONTRACTOR's services have been so terminated by SFWPA, the termination will not affect any rights or remedies of SFWPA against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by SFWPA will not release CONTRACTOR from liability.
- f) SFWPA May Terminate for Convenience
  - (i) Upon seven days written notice to CONTRACTOR, SFWPA may, without cause and without prejudice to any other right or remedy of SFWPA, terminate the Agreement. In such case, CONTRACTOR shall be paid for (without duplication of any items):
    - I. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work.
    - II. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses.
    - III. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others.
    - IV. Reasonable expenses directly attributable to termination.

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- (ii) CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- 11) Assignment: CONTRACTOR hereby offers and agrees to assign to SFWPA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 1670] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time the SFWPA tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.
- 12) Non collusion Affidavit: In accordance with Section 7106 of the California Public Contract Code, the bidder declares under penalty of perjury 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 matter, 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 of 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.
- 13) Equal Opportunity: Pursuant to Labor Code section 1735, CONTRACTOR and its subcontractors shall not discriminate in the employment of persons on this Work on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to penalties. CONTRACTOR and his/her subcontractors shall also comply with all other applicable laws pertaining to equal employment opportunity.
- 14) Listing of Subcontractors: The CONTRACTOR shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100 et seq. (the Act). CONTRACTOR shall not engage in bid shopping and bid peddling or otherwise circumvent the requirements of the Act.

CONTRACTOR shall, in its bid or offer, set forth:

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- a) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to CONTRACTOR, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the CONTRACTOR's total bid.
- b) The portion of the work that will be done by each subcontractor under this act. The CONTRACTOR shall list only one subcontractor for each portion as is defined by the CONTRACTOR in his or her bid.

If CONTRACTOR fails to specify a subcontractor or if the CONTRACTOR specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the CONTRACTOR's total bid, the CONTRACTOR agrees that he or she is fully qualified to perform that portion itself, and that the CONTRACTOR shall perform that portion itself.

If after award of contract, the CONTRACTOR subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the CONTRACTOR shall be subject to the penalties named in Section 4111.

The CONTRACTOR may not substitute a person as subcontractor in place of the subcontractor listed in the original bid, except as provided in the Act.

- 15) Progress Payments: CONTRACTOR shall be entitled to progress payments. Requests for progress payments will be processed monthly. Work progress will be measured through the 25th of each month. Progress payment requests shall include estimates for the work finished and materials delivered to the site. Items based on lump sum prices will be estimated as the percent completed. Payment for the unused portion of materials to become part of the finished work which have been properly stored and secured on site and for which submittals have been approved, may be included in the progress payment estimate. Invoices for such materials must be attached to the request.

Pursuant to Section 20104.50 of the Public Contract Code, any payment request determined by the SFWPA not to be a proper request suitable for payment shall be returned to the CONTRACTOR as soon as practical, but not later than seven (7) days after receipt, for correction and resubmission by the CONTRACTOR. The returned request shall be accompanied by a document setting forth the reasons why the payment request is not proper. Payment will be made within thirty (30) days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR. The thirty-(30) day period will be reduced by the number of days by which the District exceeds the seven-(7) day return requirement. Progress payments made after the required time period will include interest equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

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The making of progress payments shall not be construed as acceptance of defective or improper work or materials.

a) Performance Retention

SFWPA shall retain five percent (5%) of all progress payments as part security for fulfillment of the Contract. In any contract between CONTRACTOR and a subcontractor the percentage of the retention proceeds withheld may not exceed the percentage specified in this Contract between SFWPA and CONTRACTOR.

This Section shall not be construed to limit the ability of the District to withhold 150 percent of the value of any disputed amount of Work from the final payment, as provided for in subdivision (c) of Section 7107 of the Public Contract Code.

Nothing in this section shall be construed to require the SFWPA to pay for work that is not approved or accepted in accordance with the Contract.

b) Substitution of Securities; Escrow Agreement

The CONTRACTOR may substitute securities for any moneys withheld by the SFWPA to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the SFWPA, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR.

Alternatively, the CONTRACTOR may request and the District shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the SFWPA, pursuant to the terms of this section.

Securities eligible for investment under this Section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the SFWPA.

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The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the form set forth in Public Contract Code Section 223000(f).

c) Release of Retentions

Within 60 days after the date of completion of the Work, the retention withheld by the SFWPA shall be released. In the event of a dispute between SFWPA and the CONTRACTOR, SFWPA may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this requirement, "completion" means any of the following:

- (i) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by SFWPA, or its agent, accompanied by cessation of labor on the work of improvement.
- (ii) The acceptance by SFWPA, or its agent, of the work of improvement.
- (iii) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of CONTRACTOR.
- (iv) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if SFWPA files for record a notice of cessation or a notice of completion.

Except as provided below, within seven days from the time that all or any portion of the retention proceeds are received by the CONTRACTOR, the CONTRACTOR shall pay each of its subcontractors from whom retention has been specifically designated for a particular subcontractor, payment of the retention to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

The CONTRACTOR may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the CONTRACTOR. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

In the event that retention payments are not made within the time periods required by this Section, SFWPA or the CONTRACTOR withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

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Release of retentions under this section shall not be construed as acceptance of defective or improper work or materials.

d) Payment

Payment of undisputed amounts is contingent upon the CONTRACTOR furnishing the SFWPA with a release of all claims against SFWPA arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

Payment of undisputed amounts shall not be construed as acceptance of defective or improper work or materials.

15) Extra Work Claims

- a) Notwithstanding any provision to the contrary in section 10, Contractor claims pertaining to the performance of SFWPA-Authorized Changes in the Work shall be governed by Public Contract Code section 9204. Key provisions of that section are summarized below:
- b) "Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
  - (i) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by SFWPA under this Contract.
  - (ii) Payment by SFWPA of money or damages arising from work done by, or on behalf of, Contractor pursuant to this Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
  - (iii) Payment of an amount that is disputed by SFWPA.
- c) Upon receipt of a claim pursuant to this section, SFWPA shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, SFWPA and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.
- d) Contractor shall furnish reasonable documentation to support the claim.
- e) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after SFWPA issues its written statement.
- f) If Contractor disputes SFWPA's written response, or if SFWPA fails to respond

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to a claim, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, SFWPA shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- g) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, SFWPA shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after SFWPA issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and Contractor sharing the associated costs equally. If the mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to section 5-123.
- h) Failure by SFWPA to respond to a claim from Contractor within the time periods described herein or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety.
- i) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- j) Contractor may present to SFWPA a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the claim to the public entity and, if Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
  - (i) Nothing in this section creates or acknowledges a contractual or other legal relationship between SFWPA and any subcontractor.
  - (ii) Nothing in this section creates or acknowledges in a subcontractor a direct claim or cause or right of action against SFWPA.
  - (iii) Nothing in this section imposes on SFWPA an obligation to review claims presented directly by a subcontractor or, with regard to claims made by Contractor on behalf of a subcontractor, to issue written statements to the subcontractor, or to meet and confer with the subcontractor, or to mediate claims with the subcontractor, or to make payments to the subcontractor.

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- k) Except as provided herein, this section does not alter extra work, change order, claim, or dispute resolution procedures and requirements set forth in this Contract.
  
- l) SFWPA will only pay for work that is directed, ordered, or approved in writing prior to the beginning of the work by the SFWPA's General Manager. Contractor will not be compensated for any work that is not directed, ordered or approved by the SFWPA's General Manager or assigns in writing, in advance, including any work performed pursuant to an oral request, directive, or commitment by anyone representing SFWPA.



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EXHIBIT "G"

**PROJECT GENERAL REQUIREMENTS**

## SECTION 1 – PROJECT GENERAL REQUIREMENTS

### 1.1 Submittals

Submittals shall be delivered electronically in legible and reproducible Adobe PDF digital format copies to the Agency.

1.1.1. Agency contact: South Feather Water and Power Agency  
Attn: Dan Shipman  
2310 Oro Quincy Hwy  
Oroville, CA 95966

Email: dshipman@southfeather.com

1.1.2. All submittals shall be in the English language and shall use United States units for dimensions, weights, pressures, etc. Duplicate dimensions and data may be included in metric units or a language other than English, but such duplications shall be clearly set apart by parentheses or other means.

1.1.3. Supplier shall furnish the following information in triplicate with the Proposal.

1.1.3.1. Preliminary Outline drawing of the Valve showing principal dimensions.

1.1.3.2. Complete assembly drawings of valve including full parts list and recommended spare parts.

1.1.3.3. Complete description of proposed equipment including material specification and ASTM designation and grade.

1.1.3.4. Butterfly valve performance data showing calculated head loss coefficient, K for 100% open.

1.1.3.5. Calculation showing forces transmitted through the valve to surrounding structures when closing against full flow to the fully closed position.

1.1.3.6. Provide completed data sheet per supply. Data sheet templates attached hereto.

1.1.4. Supplier shall submit in triplicate within thirty (30) working days after receipt of purchase order for Owner and Engineer review and acceptance:

1.1.4.1. Outline drawings of the TSV, hydraulic actuator cylinder, and appurtenances showing all dimensions, including those necessary for interfacing with other equipment, power sources and piping connections. Include operating weights and center-of gravity.

1.1.4.2. Outline drawings of the TSV, hydraulic actuator cylinder, and appurtenances, indicating all views and dimensions necessary for installation, adjustment, testing, and commissioning.

1.1.5. Review of submittals

1.1.5.1. Agency will mark-up Supplier's submittal if required and return a commented copy to Supplier.

1.1.5.2. Approval by the Agency of Supplier's submittals shall not relieve Supplier of the responsibility to meet all of the requirements of this Specification or of the responsibility for the correctness of the submittals furnished by Supplier. Supplier shall have no claim for additional costs or extension of time on account of delays due to revisions of the submittals, which may be found necessary to comply with the Specification. In case of later discovery of errors, omissions, or inconsistencies in Supplier's submittals, Supplier shall promptly resubmit revised submittals to the Owner for approval.

- 1.1.5.3. All drawings and calculations shall be signed and sealed by a Professional Engineer registered in the State where the equipment will be designed and manufactured.
- 1.1.6. Within sixty (60) calendar days after award, Supplier shall submit, in triplicate, to the Owner and Engineer for review and approval:
  - 1.1.6.1. Detailed Project schedule including, and not limited to, procurement, fabrication, factory testing, installation, commissioning, and closeout. Supplier shall promptly advise the Owner of any occurrence requiring substantial revision of the schedule and shall furnish a revised schedule within fifteen (15) days of such occurrence. Schedule shall be of the bar chart, critical path method (CPM), or equivalent type. Supplier shall provide the Owner with at least fifteen (15) days of written notice for delivery of any equipment, vehicles, tools, or supplies.
  - 1.1.6.2. Proposed payment schedule including, at a minimum, milestones for: Receipt and acceptance of approved submittals and schedule; Receipt and acceptance of factory testing and inspection reports and receipt of as-built drawings; Receipt of proof of shipment from factory; and, Upon delivery and acceptance of Goods.
  - 1.1.6.3. Manufacturer's welding procedures and welder qualification report.
  - 1.1.6.4. Interior and exterior coating procedures.
  - 1.1.6.5. Testing plans for TSV, hydraulic actuator cylinder, and equipment commissioning, functionality, hydrostatic leakage, and final acceptance.
- 1.2. **Shop Assembly and Test**
  - 1.2.1. Shop assembly and factory testing shall be a Project hold point to be witnessed by the Agency or its Representative. Supplier shall notify the Agency 14 days in advance to allow sufficient time to secure travel arrangements.
- 1.3. **Field Testing, Commissioning, and Closeout**
  - 1.3.1. Field testing and commissioning shall be a Project hold points to be witnessed by the Agency or its Representative. Supplier shall notify the Agency 14 days in advance to allow sufficient time to secure travel arrangements.
  - 1.3.2. Closeout shall include, but not be limited to: Operation and maintenance training; Testing procedures; delivery of operation and maintenance manuals in hardcopy and PDF formats; Delivery of as-built drawings; and, Delivery of spare and renewal parts.

--- End of Document ---

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EXHIBIT "H"

**PROJECT TECHNICAL SPECIFICATIONS**

## SECTION 1 – PROJECT TECHNICAL SPECIFICATION

### 1.1. References

Materials shall comply with applicable portions of the following codes and standards, as specified in this section. Unless otherwise specified, the latest editions or revisions of these codes and standards shall govern:

- 1.1.1. American National Standards Institute (ANSI).
  - 1.1.1.1. ANSI FCI 70-2.
- 1.1.2. American Institute of Steel Construction (AISC).
- 1.1.3. American Society for Testing and Materials (ASTM).
- 1.1.4. International Building Code (IBC 2006) for Seismic Design.
- 1.1.5. American Society of Mechanical Engineers (ASME).
  - 1.1.5.1. Boiler & Pressure Vessel Code, section VIII and IX.
  - 1.1.5.2. B16.34-2009, Valves-Flanged, Threaded and Welding End.
  - 1.1.5.3. B16.47-2006, Large Diameter Steel Flanges.
- 1.1.6. International Organization for Standardization (ISO).
  - 1.1.6.1. ISO 5752: 1982 Metal valves for use in flanged pipe systems -- Face-to-face and center-to-face dimensions.

### 1.2. Products

- 1.2.1. Turbine Shutoff Valve
  - 1.2.1.1. TSV standard size is 48 inch, flange type.
  - 1.2.1.2. TSV shall be rated and suited for turbine water shutoff duty. Contractor shall verify all field conditions in specification and selection of TSV.
  - 1.2.1.3. TSV shall be rated and suited to function at a maximum working pressure of 300 PSIG, maximum working flowrate of 275 CFS, and emergency flowrate of 550 CFS.
  - 1.2.1.4. TSV shall be rated and suited to interrupt and fully close and seat with full penstock water flow and pressure, with turbine generator at full output power.
    - 1.2.1.4.1. TSV shall be rated for Class V Leakage, and not exceed Class V Leakage, or state proposed alternative rating for TSV service, based upon ANSI FCI 70-2N.
  - 1.2.1.5. TSV shall be rated and suited to fully open, with maximum penstock water pressure and atmospheric pressure immediately downstream.
  - 1.2.1.6. TSV shall be rated and suited for powerhouse environment and atmosphere.
- 1.2.2. Hydraulic Actuator Cylinder
  - 1.2.2.1. Hydraulic actuator cylinder shall be rated and suited to fully close, fully open, and operate the

TSV under all operational, maintenance, and emergency conditions.

- 1.2.2.2. Hydraulic actuator cylinder shall only require penstock pressure for operation of TSV. Water pressure booster pumps or other pressure boosting apparatus shall not be used.
- 1.2.2.3. Hydraulic actuator cylinder working pressure is 288 PSIG. Hydraulic actuator cylinder design pressure is 300 PSIG minimum. Hydraulic actuator cylinder test pressure is 450 PSIG, or 150% of design pressure (whichever is greater).
- 1.2.2.4. Hydraulic actuator cylinder shall be rated and suited for powerhouse environment and atmosphere. Hydraulic actuator cylinder shall be operated by strained non-potable water.
- 1.2.2.5. Hydraulic actuator cylinder wetted surfaces shall be corrosion resistant.
- 1.2.2.6. The piston rod end assembly shall be furnished with the means to mechanically lock the cylinder in the fully closed TSV position. Locking mechanism shall be rated to withstand the full force of the actuator. Locking mechanism shall accept a padlock and plastic tag as is commonly used in equipment maintenance lockout procedures and safety clearance procedures.
- 1.2.2.7. Agency possesses an existing hydraulic actuator cylinder that may be compatible for use on this Project. Respondent may, at its discretion, assess compatibility of the existing hydraulic actuator cylinder for this Project scope, and submit a detailed plan for its use.

--- End of Document ---

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EXHIBIT "I"

**PRODUCT DATA SHEET**

**Respondents to Complete All Information Below**

**TURBINE SHUTOFF VALVE  
DATA SHEET  
KELLY RIDGE POWERHOUSE**

Project: Kelly Ridge TSV Replacement	Spec. No.: 2018-01
W.O.No.:	Checked by:
Date	No. Required: 1
	Page 1 of 2

**OPERATING CONDITIONS**

Fluid	Water	Indoor/Outdoor	Indoor
Design Fluid Temp (DFT), °F	50	Max. Flow, cfs	275
Specific Gravity @ DFT 1.0	1	Max. Emergency Flow, cfs	550
Elev. at Disch. Centerline, ft	224	Max. Static Diff. Head, ft	666
		Min. Diff. Head, ft	n/a

**TSV SPECIFICATIONS**

Manufacturer		Shaft Type	
Model		Shaft Diameter, in	
Type	Butterfly		
Size, in	48		
Valve Cv			
Head Loss Coefficient, K (@ max conditions)			
Max. Allow. Leakage	ANSI Class V or as approved by owner	Packing	
		Flange Connection Size / Rating ANSI B16.47	

**TSV MATERIALS**

Body	Steel	Lever Arm	Steel	Packing	Teflon/Acrylic
Disc	Steel	Disc Seal	Steel		
Seat	Stainless Steel	Bearings	Self-Lubricated		



**Respondents to Complete All Information Below**

**ACTUATOR CYLINDER  
DATA SHEET  
KELLY RIDGE POWERHOUSE**

Project: Kelly Ridge TSV Replacement	Spec. No.: 2018-01
W.O.No.:	Checked by:
Date	No. Required: 1
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**ACTUATOR CYLINDER DIMENSIONS**

<b>Eye to Eye</b>		<b>Cap End Tang</b>	
Fully Retracted, in		Width, in	
Fully Extended, in		Interior Diameter of Pin Hole, in	
Working Retracted, in		<b>Rod End</b>	
Working Extended, in		Width, in	
Distance from Piston to Cap for Adjust., in		Interior Diameter of Pin Hole, in	
Cylinder Bore Diameter, in			
Rod Diameter, in			

**ACTUATOR CYLINDER SPECIFICATIONS**

Working Pressure		Mechanical Lock Provided	
Component Design Pressure		Stroke Length	
Test Pressure		Working Stroke	
Pounds of Force Retract		Total Stroke including Adjustment	
Pounds of Force Extend			
Adjustable Cushion Provided			

**ACTUATOR CYLINDER MATERIALS**

Barrel		Rod Seal		Piston Wear Ring	
Cap		Wiper Seal		Barrel End Seal	
Head		Piston		Tie Rods (if applicable)	
Rod		Piston Seal			