

REQUEST FOR PROPOSALS



SOUTH FEATHER
▪ WATER & POWER ▪

Miners Ranch Dam Security Fencing Parts & Installation

Issue Date: October 31, 2024

Proposals DUE: November 18, 2024

SOUTH FORK POWER PROJECT
FERC PROJECT NO. 2088

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SECTION 1 – INTRODUCTION

The South Feather Water and Power Agency (SFWPA/Agency) is a special district which owns and operates the South Feather Power Project located in Butte, Plumas and Yuba counties. The Agency is hereby requesting proposals from qualified firms with either a class A or C-13 contractor’s license for procurement and installation of security fencing and access gates as described in this Request for Proposals (RFP). The RFP will provide the Agency with the information necessary to select the most qualified firm while obtaining the best price for the requested services.

1.1 NATURE OF SERVICES REQUIRED

Miners Ranch Dam in Oroville, CA impounds water utilized for domestic and irrigation supply, as well as hydropower generation. The parcel to the south of the reservoir was recently purchased by the Agency, and the existing field fencing does not comply with current security requirements of the Federal Energy Regulatory Commission. The Agency seeks to install approximately 4,000 lineal feet of chain link fencing topped with three strand barbed wire and secure access gates to be used by Agency personnel in the course of routine maintenance activities.

1.2 SCHEDULE

Due Dates	Task
October 31, 2024	Request for Proposals Issued to Contractors
November 12, 2024	Mandatory Pre-Proposal Job Walk at Miners Ranch Dam at 10:00 am
November 13, 2024	Written Questions due
November 18, 2024	RFPs Due

Due to the uncertainty for working conditions caused by winter weather, proposer shall submit a detailed schedule starting on or before December 1, 2024, and completing all work by March 1, 2025. The project start and completion is subject to weather conditions, however, the Agency will give preference to a proposal including a construction schedule that spans no more than ten (10) business days. The schedule must reflect the key completion dates, and should include an overall work breakdown structure.

SECTION 2 – PROPOSAL REQUIREMENTS

All proposals shall comply with current federal, state, local and other laws relative thereto. The terms Successful Proposer, Supplier, Vendor, Bidder, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Agency enters into a contract as a result of this solicitation. All services delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

To be qualified for this scope of work, the primary contractor, and any sub-contractor performing work for each craft or type of worker needed to execute the Agreement must be registered with



the Department of Industrial Relations. The Agency will not accept any proposal, nor award any contract or subcontract, without proof of the contractor or subcontractor's current registration with the Department of Industrial Relations. Work performed under this scope of services is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2.1 MANDATORY PRE-PROPOSAL JOB WALK

A mandatory pre-proposal job walk is scheduled for November 12, 2024 beginning at 10:00 am. The mandatory pre-proposal job walk will begin at the Agency's Miners Ranch Dam located at 234 Kelly Ridge Road, Oroville CA. The approximate total fence length needed is 4,000 LF, but shall be verified by proposer during this site visit for estimation purposes. The site visit will include walking the perimeter of the project on varying terrain, so please contact the Project Manager Kristen McKillop (via kmckillop@southfeather.com) in advance of the meeting should you require special accommodations. Reasonable efforts will be made to accommodate your needs.

Before submitting its proposal, Proposer must fully inform itself of the terms, conditions, and specifications of the items or services required. Failure to do so will be at Proposer's own risk and it cannot secure relief on the plea of error.

2.2 PROPOSAL SUBMISSION

Following the mandatory job walk, firms or individuals that are interested in providing professional services for the tasks associated with procurement and installation of security fencing and access gates are to submit a proposal containing sufficient information for an objective evaluation of the criteria described in Sections 3 and 6.1. Respondents will describe their qualifications in terms of experience and performance on similarly sized projects. Any requests for clarification or additional information regarding the submission of Proposals shall be submitted in writing via email (kmckillop@southfeather.com). Written requests for interpretation, clarification, and/or additional information must be received no later than 3:00 p.m., PST, November 13, 2024.

Proposals must be received by the Agency via email no later than 3:00 p.m., PST, on November 18, 2024, as determined by the email receipt time. Send proposals to kmckillop@southfeather.com. Submit your proposal as one (1) PDF formatted file. The email Subject Line should be addressed "Proposal for Miners Ranch Dam Security Fencing".

It is the responsibility of the proposer to assure that the proposal is received prior to the deadline date and time. Proposals received after the submission deadline will not be accepted. SFWPA suggests that all proposers send a test email to the delivery address prior to the proposal due date to confirm that they have the correct email address.



By submission of a signed proposal, proposer consents to be bound by all terms and conditions set forth in the pages of this solicitation and all attachments hereto, including without limitation the Professional Services Agreement sample (and insurance requirements therein) attached to this RFP as Exhibit A.

2.3 PRICING

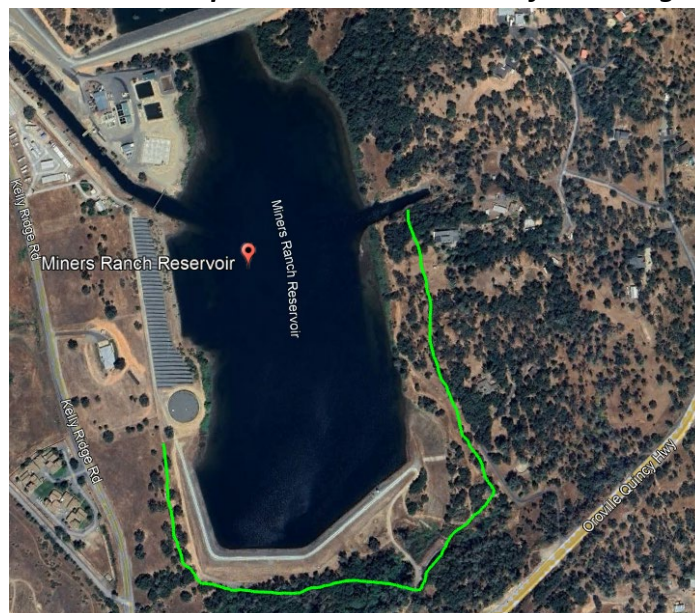
The Proposer must state prices in units and quote items separately. Proposer shall submit a Time and Materials, Not to Exceed proposal price to perform all work, including, but not limited to, all costs associated with mobilization and demobilization, site preparation, mobile fire suppression, installation of security fencing and gates, clean up, waste removal and disposal, equipment, travel, fuel, overhead and profit.

2.4 MATERIALS

The Proposer shall include a summary of materials applicable for commercial/industrial and security chain link fence and gates in conformance with ASTM specifications.

SECTION 3 – SCOPE OF WORK

The successful proposal(s) will demonstrate sufficient staff resources, expertise, relevant experience, and lack of disabling professional conflicts to perform the scope of work, along with demonstrated commitment to cost-control and client service that meet the Agency’s needs to install approximately 4,000 lineal feet of chain link fencing topped with three strand barbed wire and a minimum of two (2) secure access gates to be used by Agency personnel in the course of routine maintenance activities. **Note, the description provided herein is to provide a general understanding and is not to be construed as detailed technical as-built information. The proposers are to take their own independent measurements for bidding and analysis purposes.**



SECTION 4 – PUBLIC WORKS LAWS

Should a conflict exist between the Contract and applicable federal, state or local law, rule, regulation, order or code, the more stringent requirement shall control. Varying degrees of stringency among the General and Specific Requirements, and General Conditions, laws, rules, regulations, orders or codes are not deemed conflicts and the most stringent requirement shall control.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations can be found here:

<https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>,

and copies of the published prevailing rates shall be available at the SFWPA Power Division office. Contractors that work or bid on a “public works” project are considered a public works contractor. Public works contractors are required to:

1. Register with the California Department of Industrial Relations;
2. Pay prevailing wages;
3. Follow apprenticeship requirements; and
4. Maintain and submit certified payroll records to Department of Industrial Relations.

For more information, please refer to: <https://www.dir.ca.gov/Public-Works/Contractors.html>.

SECTION 5 – QUESTIONS/ADDENDA

Any questions regarding information within this RFP shall be submitted in writing via email to the Project Manager, Kristen McKillop, via kmckillop@southfeather.com.

To be considered, questions must be received by the Agency no later than 3:00 p.m. on November 13, 2024. The Agency may, if deemed necessary, respond to such questions by issuance of formal written addenda, interpreting or clarifying the requirements of this RFP. The Agency may also issue addenda to modify the RFP as deemed advisable by the Agency. All such addenda shall be part of this RFP and binding upon each proposer. The Agency may, upon inquiry, direct a proposer’s attention to specific provisions of the RFP which cover the subject of the inquiry. However, all supplemental information provided by the Agency during the RFP process shall not be binding unless communicated by formal written addenda. All addenda will be posted on the Agency’s website. Each proposer is solely responsible for obtaining all addenda posted on the Agency’s website at www.southfeather.com.

SECTION 6 – PROPOSAL COMPONENTS TO BE SUBMITTED

The Proposal shall outline the Contractor’s Scope of Services, which at a minimum must include the criteria set forth within this Request for Proposal, and the Contractor’s approach to administer and complete the project. Each proposal shall follow the outline set forth in the following sections.



6.1 CONTENT

Section 1 – Scope of Work

State in succinct terms your understanding of the scope of work listed in Section 3 and details visually obtained (i.e. fencing and gate placement) during the mandatory job walk. Identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.

Section 2 – Relevant Experience

Describe in narrative form the experience of your firm and/or project team members in completing similar projects. Highlight representative clients, and size and scope of job completed utilizing the project team included in this proposal. Also, include in your proposal the Department of Industrial Relations registration number for the prime contractor, and any sub-contractor performing skilled trade labor.

Section 3 – Project Team

Identify each individual you expect to work on the project team, including sub-contractors, if any. Describe with particularity the specific areas of expertise and licensure of each team member, or other information that substantiates that expertise.

Section 4 – Quality Assurance and Control

Describe your approach to quality assurance and control for your firm's performance as well as any performance guarantees you offer. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provision of the requested services, and propose means of managing any such conflicts.

Section 5 – Client References

Provide contact information for representatives of three former or current clients for whom your firm or project team members have performed similar services so that the Agency may interview these references.

Section 6 – Contract and Insurance Requirements

All successful proposers will be required to execute a contract in the form shown in Exhibit A attached hereto and to meet the insurance requirements spelled forth therein. Please indicate your firm's willingness and ability to comply with these requirements or describe any exceptions your firm requests. Alterations or changes to the agreement which were not in the proposer's response may not be made after the selection of the proposal. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the Agency can compare all respondents on an equal footing.

Section 7 – Addenda

Provide confirmation of receipt of all addenda issued by the Agency in response to this RFP, which are posted on the Agency's website. The Agency may reject a proposal as non-responsive for failure to provide all information requested in this RFP.



6.2 COST OF SERVICES

All proposals must include a complete and current table of all rates and charges to perform all the proposed services with detailed itemization of each task by team member hours, rates and costs.

The rates and charges provided shall include all overhead rates to cover costs and other compensation of consultant's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, specialists, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by consultant whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the list of personnel. Rates and charges shall also include any part of consultant's capital expenses, including necessary transportation, travel and subsistence expenses of consultant's employees incurred in discharge of duties connected with performance of the services. The rates and charges shall also include minor expenses connected with performance of the services such as copies, computers, software, on-line legal research, office supplies, postage, faxes, long-distance telephone calls, telephone, and any other expense incurred to accomplish the work. Note that no separate charges for these items will be allowed. Note also that no administrative charges will be allowed, except a markup of five percent (5%) on sub-consultants' billings.

6.3 NON-DISCLOSURE AND DISCLOSURE OF PROPOSALS

Proposal respondents acknowledge that as a special Agency, South Feather Water and Power Agency is subject to the California Public Records Act (PRA, CA Government Code § 6250), and as such must define any component of its Proposal that qualifies as exempt from disclosure, so as to assist the Agency in redacting eligible material in response to a request for documents under the California PRA. Proposals will be held in confidence during the evaluation process until Agency staff issues a Notice of Intent to Award the contract. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (Act).

If proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosure under the Act, proposer must label each page containing such information as "Confidential". The "Confidential Information" label must be clear and legible. Except as compelled by court process, the Agency will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.

SECTION 7 – SELECTION CRITERIA

The Agency may choose to follow the Request for Proposal with a formal questionnaire and/or interview to assist with the Proposal evaluation process. The Agency may negotiate modifications of the Proposal, draft Scope of Work, Terms and Conditions and Pricing with the prospective firm as part of the selection process. Final selection of a Consultant will be based on the below Selection Criteria.



CRITERIA		WEIGHTING FACTOR
Firm Qualifications and References	Does the team have the specific qualifications and past performance on similar projects? Were recent, and relevant, references provided?	10%
Proposed Scope and Schedule	Does the proposed scope show a construction timeline under 10 business days? Has consultant met defined schedule for previous work performed for other hydropower project owners?	50%
Cost and Work Hours	Do the proposed labor hours accurately reflect the level of effort required to complete each Project task? How do unit labor and overhead costs compare to other firms? Are labor rate sheets provided for 2024, as well as years 2025?	40%
TOTAL		100%

A review of responses will be made by SFWPA’s selection committee comprised of the Power Division Manager, Power Division Maintenance Foreman, and Regulatory Compliance Manager. The selection committee will utilize information provided in the written proposal and observations made during the job walk in determining proposal ranking. Recommendations will be forwarded to the General Manager for approval to negotiate a contract.

RESERVED RIGHTS

This RFP does not obligate SFWPA to contract for any services expressed or implied.

SFWPA reserves the right to:

1. Request any firm submitting a proposal to clarify its proposal;
2. Modify or alter any of the requirements herein (In the event of such modification, all respondents will be given an equal opportunity to modify their proposals in the specific areas impacted);
3. Reject any or all proposals, waive immaterial irregularities in any proposal, and reissue this or a modified RFP;
4. Select a firm that may not present the lowest cost; and,
5. Negotiate a contract with the selected firm.

All proposals become the property of the Agency. All costs associated with development of the proposal shall be the sole responsibility of the proposing firm and shall not be charged in any manner to the Agency.

Proposals may be withdrawn without prejudice by written request via email to kmckillop@southfeather.com before the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline. Negligence on the part of the Proposer preparing its proposal shall not constitute a right to withdraw the proposal subsequent to the opening/review of proposals.



ATTACHMENTS:

EXHIBIT A – Professional Services Agreement Sample

SOUTH FEATHER WATER AND POWER AGENCY CONSTRUCTION CONTRACT

Project

This AGREEMENT, made and entered into this ____ day of _____, ____ by and between **SOUTH FEATHER WATER AND POWER AGENCY**, hereinafter referred to as the "AGENCY", whose address is 2310 Oroville Quincy Hwy, Oroville, CA 95966, and **CONTRACTOR'S NAME**, hereinafter referred to as the "CONTRACTOR", whose address is CONTRACTOR's address, for the Project Name (****).

The terms of the Contract are as follows:

PROJECT DESCRIPTION AND SCOPE

Project description in accordance with the Contract Documents, and Specifications attached hereto and specifically identified in Section 5 of this agreement.

CONTRACT SUM & PAYMENT

AGENCY agrees to pay the CONTRACTOR price in words (\$ price in numbers) for the work described. Said cost shall not be exceeded without the prior, written, permission of the Agency.

Payment will be made in the following manner:

Payment Schedule

AGENCY will pay CONTRACTOR the contract amount identified above upon the AGENCY Inspector's written acceptance of the work as complete. If the contract and change orders are over \$5,000, the contract will be subject to a 5% retention on contract amounts over \$5,000.00. Retention amounts will be paid after 35 days of filing Notice of Completion. Progress payments shall be at the discretion of the AGENCY and any progress payments shall have a 5% retention. In lieu of retention, Contractor may post security in conformance with Section 22300 of the Public Contracts Code.

Required Documentation for Payment

Invoices will be processed for payment once the work has been accepted by the AGENCY as complete. Payments will occur no greater than 30 calendar days after acceptance of work by the AGENCY. Final payments for retainage for work greater than \$5,000 shall occur no less than 35 days after filing of Notice of Completion. If claims for payment by laborers and material suppliers have been received, AGENCY may require submittal of stop notice/preliminary notice releases by CONTRACTOR, for claims on forms provided for that purpose by AGENCY. If required, releases must release for all work performed and materials supplied through and including CONTRACTOR's invoice date. Failure to provide complete and accurate releases on a timely basis may result in payment delays.

Joint Checks

All payments may, at AGENCY's option, be made by check made payable jointly to CONTRACTOR and any of CONTRACTOR's subcontractors, suppliers who performed work or furnished materials for CONTRACTOR's performance of this Agreement.

Payment Not Acceptance

Any progress payment made prior to completion and acceptance of CONTRACTOR's work shall not be construed as evidence of acceptance or acknowledgment of completion of any part of CONTRACTOR's work.

Payment may be withheld if:

Defective Work

Work is found defective and not remedied;

Payment for Labor, Materials & Equipment



CONTRACTOR does not make prompt and proper payment for labor, materials or equipment furnished;
Claims or Liens for Payment of Subcontractors, Laborers, and Suppliers

Claims, liens, or stop notices, including preliminary notices, are filed on the job. In lieu of withholding of payment by the AGENCY, CONTRACTOR may elect to file a bond guaranteeing payment of such obligations in a form acceptable to the AGENCY.

NOTICE AND CERTIFICATE OF COMPLETION

When CONTRACTOR has completed the work, CONTRACTOR shall notify the AGENCY. Within five working days after receipt of this notice, the AGENCY shall inspect the work, and if the work is satisfactory and completed according to the contract documents, the AGENCY Official shall issue to CONTRACTOR written verification that the AGENCY has accepted the work as fully performed under the terms of the contract. AGENCY will then, within five working days of issuance of the certificate that the work is complete, issue and record a *Notice of Completion*.

SCHEDULE OF WORK

Time

Time is of the essence of this Contract.

Starting and Completion Dates

CONTRACTOR agrees to commence work within _____ (____) calendar days after receiving written notice to do so from AGENCY. CONTRACTOR agrees to give AGENCY 48 hours notice before starting work. CONTRACTOR will work at all times with the greatest dispatch and to complete the entire work under this agreement within _____ (____) calendar days.

Work Scheduling and Changes

AGENCY shall provide CONTRACTOR with scheduling information and a schedule for performance by CONTRACTOR of CONTRACTOR's work. CONTRACTOR shall conform to the progress schedule and all revisions or changes made thereto. CONTRACTOR shall prosecute CONTRACTOR's work in a prompt and diligent manner in accordance with AGENCY 's progress schedule without delaying or hindering the work of other contractors or subcontractors and in a manner that will facilitate the efficient completion of the entire work.

AGENCY Controls Scheduling

AGENCY shall have the right to decide the time and order in which various portions of the work shall be performed and the relative priority of the work of CONTRACTOR and other contractors and subcontractors and, in general, all other matters pertaining to the timely and orderly conduct of the work on the premises.

No Compensation for Delay

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of AGENCY, or should CONTRACTOR be delayed waiting for materials, if required by this Agreement to be furnished by AGENCY or others, or if CONTRACTOR is delayed by damage caused by fire or other casualty, which is not caused by or resulting from fault or collusion on the part of CONTRACTOR, then CONTRACTOR may be entitled to an allowance or extension, or both. However, no allowance or extension shall be authorized for CONTRACTOR unless a claim is presented in writing to AGENCY within five days of the commencement of the circumstances causing such delay.

Failure to Maintain Schedule

In the event CONTRACTOR fails to maintain part of the progress schedule, CONTRACTOR shall, without additional compensation, accelerate the work as AGENCY may direct until CONTRACTOR's work is in accordance with such schedule.

CONTRACT DOCUMENTS

The contract documents upon which this contract is based are as follows:

This Contract.

The Plans and Specifications attached hereto and identified as follows: _____.



Written interpretations of the contract documents and directives to be made from time to time by the AGENCY.

Work Change Orders issued or to be issued and authorized approved by the AGENCY's Engineering Manager, General Manager, or Board of Directors.

CONTRACTOR, by executing this Contract, represents that CONTRACTOR has inspected and is familiar with the work site and the local conditions under which the work is to be performed. CONTRACTOR further represents that CONTRACTOR has read and understands each contract document.

CONTRACTOR - DUTIES AND RIGHTS

CONTRACTOR's duties and rights in connection with this project include the following:

Responsibility for and Supervision of Construction

CONTRACTOR shall be solely responsible for all construction under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR's ability, and give all attention necessary for such proper supervision and direction.

Furnishing of Labor and Materials

CONTRACTOR shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the contract documents. No subcontractors will be used in the performance of the work without the prior approval of the AGENCY.

Payment of Taxes, Procurement of License and Permits

CONTRACTOR shall pay all taxes required by law in connection with the work on the project in accordance with this Contract, including sales, use, and similar taxes and shall secure all licenses and permits necessary for proper completion of the work, and paying the fees therefor.

Compliance with Construction Laws and Regulations

CONTRACTOR shall comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work. If any of the contract documents are at variance with each other, CONTRACTOR shall notify the AGENCY ENGINEER promptly upon discovery of any such variance.

Responsibility for Negligence of Employees and Subcontractors

CONTRACTOR agrees to assume full responsibility for the acts, negligence, or omissions of all of CONTRACTOR's employees on the project, for those of the CONTRACTOR's subcontractors and subcontractors' employees, and for those of any other persons doing work for the CONTRACTOR.

Warranty of Equipment and Materials

CONTRACTOR represents and warrants to the AGENCY that the work and any and all equipment, materials, and supplies incorporated into the work will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is agreed that all equipment and materials not meeting the requirements of this Paragraph will be considered defective.

Cleanup

CONTRACTOR agrees to keep the work premises and adjacent areas, including roads, free of waste material and rubbish caused by the work including that of CONTRACTOR's subcontractors. CONTRACTOR further agrees to remove all such waste material and rubbish on termination of the project, together with all of CONTRACTOR's tools, equipment, machinery and surplus materials. CONTRACTOR agrees, on terminating the work at the site, to conduct general cleanup operations.

Indemnity and Defense

CONTRACTOR shall indemnify and hold AGENCY harmless against claims, liability, or loss for injury or death to person, destruction or damage to or loss of use or diminution in value of property, injury to the environment, economic loss, or fines or penalties, and for associated legal costs, fees, and expenses



including attorney and consultant fees, arising out of or relating to CONTRACTOR's services (Claims). This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of Agency. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which Agency's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of CONTRACTOR or its subcontractors or suppliers.

In addition to and separate from its duty to indemnify, CONTRACTOR shall defend AGENCY against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of CONTRACTOR to indemnify.

CONTRACTOR's duties to indemnify and defend are not limited in scope or amount to insurance required by this Agreement. CONTRACTOR's duties to indemnify and defend shall survive the completion of the CONTRACTOR's work.

Safety Precautions and Programs

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all employees on the work and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders.

Civil Rights and Discrimination

During the performance of this Contract, CONTRACTOR assures AGENCY that CONTRACTOR will not unlawfully discriminate, with respect to employment, based on race, color, national origin, sex, age, handicap, marital status, medical condition, or upon any other basis prohibited by State and federal law.

Workers' Compensation Insurance

CONTRACTOR shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all employees at the site of the project in accordance with Labor Code §1860. By executing this contract, CONTRACTOR certifies pursuant to Labor Code §1861 that:

"CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

If any subcontractors are used, CONTRACTOR shall require each subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees.

Hazardous Waste

CONTRACTOR shall immediately notify AGENCY in writing of any materials found to exist on or near the job site which may be hazardous waste. AGENCY shall promptly investigate any written notice of hazardous or potentially hazardous materials or waste.

Independent Jobsite Investigation by CONTRACTOR

CONTRACTOR has made an independent investigation of the job site, the soil conditions under the job site, and all other conditions that might affect the progress of the work, and is satisfied as to those conditions. Any information that may have been furnished to CONTRACTOR by AGENCY about underground conditions or other job conditions is for CONTRACTOR's convenience only, and AGENCY does not warrant that the conditions are as thus indicated. CONTRACTOR is satisfied as to all job conditions, including underground conditions and has not relied on information furnished by AGENCY.

Subsurface or Latent Physical Conditions

CONTRACTOR shall immediately notify AGENCY, in writing, not more than and within ___ days of discovery, of (1) any subsurface or latent physical conditions differing from any indicated; and (2) of any previously



unknown or unusual physical conditions that differ from those ordinarily encountered. AGENCY shall promptly investigate any written notice of subsurface or latent physical conditions from the CONTRACTOR, and if conditions materially differ, shall issue a change order if conditions cause a decrease or increase in the CONTRACTOR's cost and time of performance.

AGENCY makes no representations as to the subsurface conditions of the work site and CONTRACTOR agrees that it has not relied on any representations of subsurface conditions in entering into this Contract with the AGENCY.

Public Work

This project is "public work." CONTRACTOR and any subcontractor shall perform this work as "public work" pursuant to and in compliance with the prevailing wage laws, Labor Code §§ 1720-1861 and 8 C.C.R. §§ 16000-16464. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Payroll Records

CONTRACTOR shall keep accurate payroll records of all employees and certify these records upon request and make them available for inspection to employees, the AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards pursuant to Labor Code §1776. AGENCY may inspect CONTRACTOR's payroll records to assess compliance with prevailing wage requirements.

Apprentices

CONTRACTOR guarantees that CONTRACTOR has read the provisions of the California Labor Code and is familiar with the provisions in that Code dealing with apprentices. CONTRACTOR shall comply will all provisions of law relating to apprentices.

Wages

CONTRACTOR and any subcontractor under him shall not pay less than the prevailing rate of wages and the applicable holiday and overtime pay. The Agency has determined the general prevailing rates of wages for the crafts, classifications or types of workers required for the work, in the locality of the work. Said rates are accessible on the Internet at <http://www.dir.ca.gov/>, and are also available at the AGENCY Engineer's office and may be viewed there by appointment. Questions or disputes regarding prevailing wage coverage or applicable rates may be resolved using the process described in 8 C.C.R. § 16001(a). AGENCY may withhold from CONTRACTOR, as a penalty and not as forfeiture, a penalty of up to \$50 per day per worker for failure to pay prevailing wages, in addition to actual prevailing wages owed. CONTRACTOR must post the job site notices required by Labor Code § 1771.4(a)(2) and 8 C.C.R. § 16451(d).

Working Hours Restrictions

Eight (8) hours of labor is a legal day's work. The time of service of any worker is restricted to eight (8) hours during any calendar day and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one-half (1½) times the basic rate of pay. The CONTRACTOR shall pay a penalty of \$25.00 for each day a worker is employed in violation of these provisions.

Coordination with Caltrans & Other Governmental Agencies

CONTRACTOR is responsible for coordination with Caltrans, and other state, county, city or other municipal or governmental agencies, and compliance with all their applicable rules and regulations applicable to the work, including traffic control. Compliance shall be the responsibility of CONTRACTOR.

Insurance

CONTRACTOR will provide proof of at least one million dollars (\$2,000,000) in liability coverage, including personal injury and property damage, and automobile liability coverage, to AGENCY. Evidence of insurance will be provided to AGENCY prior to commencement of work.

Correcting Work



When it appears to the CONTRACTOR during the course of the construction that any work does not conform to the provisions of the contract documents, CONTRACTOR shall make the necessary corrections so that the work will conform to the contract. In addition, the CONTRACTOR will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the CONTRACTOR within one year of the date of issuance of the certificate of completion by the AGENCY ENGINEER, or within a longer period of time as may be prescribed by law or as may be provided for by the applicable special guarantees of the contract documents.

Work Changes

Work shall be changed and the contract price and termination time shall be modified, only as set out in a written change order. Any adjustment in the contract sum or completion time, resulting in a credit or a charge to the AGENCY shall be determined by mutual agreement of the parties, before starting the work involving the change.

Extra Work, Changes, Deletions

AGENCY may, without affecting the validity of this contract, order changes, modifications, deletions, and extra work by issuance of written purchase order from time to time during the progress of the job. CONTRACTOR shall make no change in the work without the issuance of a written change order, and CONTRACTOR shall not be entitled to compensation for any extra work performed unless the AGENCY has issued a written change order designating in advance the amount of additional compensation to be paid for the extra work. In the event that AGENCY orders work deleted, the contract price shall be reduced by a fair and reasonable valuation, but if the parties are unable to agree on the amount of credit to be allowed AGENCY for work deleted from the contract, CONTRACTOR will nevertheless continue with the Project, and the amount to be credited shall be determined by arbitration or litigation. Payments for extra work will be made as the extra work progresses, concurrently with payments made under the payment schedule.

Merger

This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

AMENDMENT

The Parties may not amend this Agreement, except by written agreement of the parties.

MISCELLANEOUS

A. STATE LICENSE BOARD

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. THIS CONTRACT REQUIRES A GENERAL ENGINEERING CONTRACTOR CLASS [] LICENSE.

Assignment

CONTRACTOR shall not assign or transfer any of his/her or her rights, duties, obligations, liabilities or responsibilities under this Contract without the prior written consent of the AGENCY.

Warranties

All work shall be warranted by CONTRACTOR to be free of defects in materials and workmanship and will be replaced by CONTRACTOR without charge to AGENCY for one (1) year from the date of the signing of the Notice of Completion by AGENCY. The one year period governs replacement only and shall not shorten the period of time for which the CONTRACTOR may be subject to actions for breach of a written contract

Antitrust Assignment



CONTRACTOR and its subcontractors agree that pursuant to Public Contracts Code §7103.5, CONTRACTOR and its subcontractors agree to assign to the AGENCY all rights, title and interest in and to all causes of action CONTRACTOR and its subcontractors 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 1700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time the AGENCY makes final payment to the CONTRACTOR without further acknowledgment of the parties.

Disputes over Hazardous Waste, Subsurface and Unknown Physical Conditions

In the event that a dispute arises between AGENCY and CONTRACTOR as to whether conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost, or time required to perform the work, the CONTRACTOR shall not be excused from the schedule of completion date provided for by the Contract and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights provided by the Contract and the law which pertains to disputes and protests.

Resolution of Construction Claims

Public Contract Code §20104 *et seq.* shall govern the resolution of claims arising under this Contract.

Surety Bonds

CONTRACTOR shall furnish bond(s) issued by a company authorized to do surety business in the State of California guaranteeing that CONTRACTOR will perform all of his/her obligations under this Contract and a Payment Bond, under Civil Code 9550, covering all work and material furnished to the job. Each bond shall be in an amount equal to the value of the work to be done under the Contract. AGENCY shall pay the premium on any such bond. The premium shall be included in the Contractor's bid. A performance bond for the project is not required, when the contractor is performing the work on a single payment, lump sum basis with the exception of the payment of retainage.



WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, on the respective dates indicated below.

CONTRACTOR:

AGENCY:

By _____ By _____
Representative, Title Rath Moseley, General Manager
South Feather Water and Power Agency

Date: __ Date: __

*CONTRACTOR shall attach a Resolution authorizing an individual to execute agreements on behalf of a corporation. CONTRACTOR shall also attach a current IRS Form W-9 providing an Employer Identification Number (EIN) and/or Social Security Number (SSN) if sole proprietor.

