



**REQUEST FOR PROPOSALS (RFP) TO PROVIDE
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE**

**WHEATLAND-OPUD REGIONAL SEWER PIPELINE
PROJECT (CWSRF PROJECT NO. C-06-8753-110)**

**FOR THE
CITY OF WHEATLAND AND OLIVEHURST PUBLIC UTILITIES DISTRICT**

Questions regarding this RFP must only be submitted to the website listed in this RFP.
Proposers may not submit questions directly to agency staff.

Release Date: April 20, 2026
Questions Due: April 30, 2026
Response to Questions Due: May 7, 2026
Proposal Submittal Deadline: 2:00 P.M. May 14, 2026

Funding for this project has been provided in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. Funding has also been provided in part by the Yuba Water Agency.



The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

**Request for Proposals (RFP) for Construction Management
and Inspection (CM&I) Services for the**

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I. DESCRIPTION OF THE PROJECT

The City of Wheatland (City) and Olivehurst Public Utilities District (OPUD), (collectively Agencies), are seeking written proposals from qualified firms to perform construction management and inspection (CM&I) services for the construction of three wastewater conveyance contracts (Project). See Attachment A - Location Map. The selected consultant or consultant team (Consultant) must have extensive knowledge and experience in construction management and inspection of large wastewater conveyance projects. The Agencies' budget for the services described in this RFP is \$5,000,000. Proposals exceeding this amount may be, at the Agencies' discretion, set aside from further consideration. Controlling all costs is a high priority for the Agencies. The design firms for each agency will be providing engineering services during construction to support and assist the Consultant in responding to RFIs, submittal reviews, difficulties encountered in construction, meetings as needed and other technical support to the CM&I Consultant.

The Agencies have programmed, designed, bid, and issued Notices of Intent to Award for three contracts to accomplish conveyance of wastewater from the City of Wheatland's existing collection system to OPUD's wastewater treatment plant. The following construction contracts will be included in this construction management and inspection contract:

Contract 1A - City of Wheatland Pipelines

This contract involves constructing conveyance pipelines including:

- 12-inch dia. HDPE force main - 8,768 LF
- 18-inch dia. HDPE force main – 32,048 LF
- 18-inch dia. HDD crossings – 1,450 and 600 LF
- Jack and Bore Crossings – five locations totaling 1,000 LF
- Stormwater culvert replacement
- 4,000 LF water main extension and booster pump station
- Road restoration, paving and pavement markings
- Award amount \$15,621,813
- Contractor: RCI General Engineering
- Substantial Completion: 380 working days, approximately 11/01/2027
- Final Completion: approximately 02/01/2028

Contract 1B - City of Wheatland Pump Stations

This contract involves constructing sewer conveyance pumpstation including:

- Pump Station No. 1 including influent sewer modifications, existing PS demolition, storage tanks, control building, odor control, generator, yard piping, yard improvements and landscaping
- Pump Station No. 2 including sewer and force main, influent splitter, biofilter, storage tanks, equalization tanks, lab building, maintenance building, well, water main, water storage tank, booster PS, yard piping, yard improvements and landscaping
- Pump Station No. 3 including control building, sewer and force main, control building, yard piping, yard improvements and landscaping
- Control panel and SCADA upgrades at existing lift stations
- Site grading and fencing
- Electrical instrumentation and controls
- Yard piping
- Site grading and fencing
- Electrical instrumentation and controls
- Award amount \$38,558,793
- Contractor: Gateway Pacific Contractors, Inc.
- Substantial Completion: 535 working days, approximately 06/01/2028
- Final Completion: approximately 09/01/2028

Contract 2 - OPUD Regional Sewer Pipeline and Pump Stations

This project involves constructing sewer conveyance pipelines and pumpstations including:

- 36-inch dia. PVC C-900 force main 5,100 LF
- 24-inch dia. PVC C-900 force main 6,900 LF
- 24-inch dia. PVC C-900 force main 1,100 LF
- 18-inch dia. PVC C-900 force main 24,800 LF
- Pump Station 21 including grading, influent sewer and manhole, wet wells A & B, flushing system, odor control beds, piping, force main, valves and fittings, yard piping and improvements
- Trenchless crossings at SR 65, Hutchinson Creek, Reeds Creek, Kimball Creek at Rancho Road (HDD) and Virginia Creek at Rancho Road (five crossings)
- Rehabilitation and force main connection at existing Pump Station No.2
- Contractor: Mozingo Construction
- Substantial Completion: 715 calendar days, approximately 3/31/2028
- Final Completion: 870 calendar days, approximately 8/31/2028

Electronic copies of the project plans, specifications, bid tabs, and other reference documentation can be found on the Public Purchase website for this project.

In addition to the Project described above and conditioned upon satisfactory performance, the Agencies may engage the Consultant for subsequent and related projects which include modifications to the OPUD Wastewater Treatment Plant (between \$15M to \$30M construction cost) and, demolition and decommissioning of the Wheatland Wastewater Plant (approximately \$2M construction cost).

II. SCOPE OF SERVICES

The selected CM&I Consultant will be expected to provide services covering all applicable aspects of construction management and inspection including but not limited to the following:

A. Construction Phase

1. Provide on-site construction management and inspection.
2. Provide and maintain professional liaison with the contractor, residents, homeowners, local business owners and the traveling public.
3. Ensure the contractor meets all required obligations according to the contract documents.
4. Maintain daily on-site project log and as-built schedule report. Prepare daily reports of observations and activities. Secure the general contractor's daily log reports.
5. Document the Contractor's progress through video recordings and digital photography with date and time of the recording included in the imagery.
6. Document all non-compliance issues as well as any other site condition requested by the agency.
7. Coordinate, review and approve the Contractor's proposed CPM schedule for completion of the project.
8. Review contractor's schedule update submittals for conformance to master schedule and contract documents.
9. Conduct pre-construction and weekly job-site progress meetings to discuss procedures, progress, problems, scheduling and other matters impacting project progress and costs. Prepare and promptly distribute meeting minutes.
10. Establish and implement procedures for reviewing and processing of all project documentation.
11. Facilitate review and response to Contractor's Requests for Information (RFI).
12. Oversee Quality Assurance of the construction activities to conform to plans and specifications.
13. Perform all special inspection and materials testing required for each project.

14. Provide QSD/QSP certified personnel experienced in SWPPP monitoring and enforcement of SWPPP permits. Complete the inspection, sampling, and reporting requirements of the project SWPPP. Inspect and oversee contractor required repairs and adjustments to project BMPs.
15. Coordinate the activities of inspectors and ensure completion and filing of appropriate reports, logs, photos and other documentation.
16. Maintain project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence in electronic form and hard copy.
17. Maintain at the project site on an "as-current" basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction.
18. Review, and adjust, if necessary, contractor payment applications for accuracy (amount due, certified payroll, appropriate rate, etc.) and recommend to agency's Engineer approval and payment
19. Collect and review, for compliance with all State and Federal regulations, certified payroll records requirements.
20. Maintain a daily RE log including weather, contractor and subcontractor personnel, work tasks being done, work accomplished, problems encountered, solutions agreed upon, and other relevant data necessary to show project progress and whether the contractor is timely in their compliance with the contract documents.
21. Monitor the establishment and implementation of appropriate safety programs by the Contractor.
22. Monitor Contractor and the sub-contractors' compliance with prevailing wage rates and affirmative action requirements applicable to the project including a Labor Compliance Program in accordance with AB 1506 and SB 854.
23. Review and evaluate proposed change orders and advise the agency as to their effect on the contract time and cost. Perform independent cost estimates of proposed change order work as necessary. Lead negotiations of change orders and recommend approval or denial to the agency.
24. Provide special inspection and testing for soil compaction, concrete, steel, masonry, welding, asphalt, and other construction materials and activities identified within the construction plans and specifications.

B. Construction Completion and Closeout

1. Advise the agency of key milestones such as substantial and final completion and liquidated damages issues.
2. Compile detailed "punch-lists" and review with the agency.
3. Evaluate any contractor claim, negotiate and recommend resolution to Agency. Submit to Agency a warranty process and schedule.

4. Coordinate closeout procedures. Monitor the Contractor's progress to finalize all project records, complete and correct as-builts, and other documentations required by the contract documents.
5. Oversee the performance of punch list items and final clean-up prior to contractor de-mobilization.
6. Coordinate final testing, documentation and regulatory inspections.
7. Obtain the contractor's red-line record (as built) drawings; O & M materials, if any, required documents, lien releases, and written warranties. Review and make recommendations to agency regarding final acceptance.
8. Advise agency on final payment.
9. Provide agency with complete project documentation for archival records storage.
10. Oversee the complete performance of all warranty repair items.
11. Confirm environmental requirements are being met per environmental permit (refer to special inspections).
12. Meet all necessary requirements for construction as highlighted in each bid submittal for all three contracts.

Please note that Contracts 1A and 1B, and Contract 2 will require separate and stand-alone construction record keeping and accounting, which will be subject to inspection and audit by the Agencies and the State Water Resources Control Board.

Additional duties for these contracts will include coordination between the three projects and their contractors, separate project accounting and records between projects, and separate itemized accounting of construction including the apportionment of any shared costs between the projects and/or items of work.

On-site field offices as well as internet and electrical power will be provided by Agencies. All other furnishings, equipment and utilities for the execution of this work will be the responsibility of the consultant.

III. ASSUMPTIONS

Proposers shall use the following assumptions in the preparation of their cost proposals:

Contract Time	Contract durations are as indicated in Section I and assumed to run concurrently. Final testing and start-up of system depends on the completion of all three contracts.
RFIs	1A = 30 1B = 85 2 = 85

Submittal Reviews - Actionable, Engineering Review Required	1A = 30 1B = 160 2 = 164
Submittals – Routine, Information Only	1A = 30 1B = 160 2 = 329
Change Orders	1A = 10 1B = 15 2 = 15
Claims	1A = 1 1B = 1 2 = 1
Pay Requests	1A = 19 1B = 26 2 = 24

IV. TASK ORDER

The selected Consultant will be issued two task orders – one for Contracts 1A and 1B (City), and one for Contract 2 (OPUD). Consultant shall track and invoice time and expenses for each task order separately. No work is authorized and no payments will be made prior to execution of Task Orders.

V. REQUIRED CONTENTS OF PROPOSAL

Proposals should be concise and specific to this RFP and **limited to 20 single sided pages**, excluding 1) the cover letter, 2) the cost proposal (in separate file) and 3) full resumes and sample documents (specifically described below) included in appendices. Proposals must be in the following format:

1. Consultant Identification and Qualifications:

Provide the legal name of the firm, the firm's mailing and physical address, the names and contact information of the legally responsible principal and the primary contact person (Project Manager) for this project. Provide a brief summary of the firm's (or team's) qualifications specific to this project.

2. Project Understanding and Approach:

Describe the unique overall approach and methodologies for this Project. Provide a more detailed description of the program to respond to each specific work element. Describe how to track and control contractor and Consultant costs to keep them within budget.

3. Quality Assurance/Quality Control (QA/QC):

Describe the team's established QA/QC program to be used throughout the Project. Provide the name, licenses and a brief bio of the person responsible for QA/QC.

4. Related Project/Client Information:

Briefly describe three (3) comparable projects that best exhibit the firm's experience in each of the required services. Include the specific project name and location, overall project size and cost, initial CM fee, final CM cost and why it went over (change orders, time extensions, etc.), client contact person, including title, organization, address, current telephone number and E-mail address.

5. Individual Staff Experience and Project Organization:

- i. Provide an organization chart showing the project manager and key staff members for the project.
- ii. Provide a brief bio of each key staff.
- iii. Provide a summary of each sub-consultant, their area of responsibility and percentage of the project cost.
- iv. Provide a realistic statement of current staffing workload commitments, additional resources of the firm, and ability of the firm(s) to respond to any request for additional or contingency services in a timely manner.
- v. Provide a statement that the departure, reassignment or substitution for any named member of the designated project team including subconsultant(s) will not be made without the prior written approval of the agency.

6. Cost Proposal:

Include a cost estimate of all required services and associated fees in a separate file entitled "**COST PROPOSAL - <name of firm> "**.

The cost proposal must:

- i. Meet the Agencies budget listed above. After qualifications of proposers are evaluated and firms are determined to be qualified, any proposals exceeding the budget amount may be set aside or rejected.
- ii. Be broken down by task order, task and personnel category to indicate the level of effort and duration for each task,
- iii. Show one hourly rate for each personnel category necessary for each task. The hourly labor rate must:
 - Conform to State of California prevailing wages insofar as they may apply.
 - Include the differential cost for any night work or overtime work.
 - Include all expenses for materials, supplies, mobile phones, computers, travel, housing per diem and any expenses necessary to meet the requirements and deliverables listed in the Scope of Services and the approved construction management plan.
 - Include allowances for annual escalation and/or inflation.
- iv. Show a "not to exceed" total for each contract.

7. Exceptions

List any exceptions to any portion of this RFP. The City and OPUD will consider the exception(s) and may or may not reject the RFP as non-responsive.

8. Appendices:

Appendices may or may not be reviewed in detail. They will not count against the stated page limit and may include:

- i. auxiliary/ancillary materials.
- ii. sample documents that exhibit the firm's standard of documentation, such as sample field reports, lab reports, invoices and other relevant documents expected to be used during the Project.
- iii. Full resumes of key staff
- iv. Full project descriptions.

VI. SUBMISSION OF THE PROPOSAL

To be eligible to submit a proposal, proposers must register their firm with Public Purchase page for the project:

<https://www.publicpurchase.com/gems/wheatlandpd,ca/buyer/public/home>

Digital files of proposal and cost proposals must be uploaded to the Public Purchase site for the Project by the specified deadline. Note the website will not accept proposals after the deadline.

VII. CONSULTANT SELECTION PROCESS

The Agencies will evaluate and rank the proposals using the following scoring:

Project Understanding & unique ideas to enhance the project	20 Points
Experience of firm(s) and specific staff including QA/QC	20 Points
Ability to control costs and contractor schedule	30 Points
References from former clients	20 Points
Completeness and compliance with RFP format	10 Points
Total Points Possible	100 Points

At the discretion of the Agencies, one or more of the top ranked teams may be interviewed based upon the relative ranking by total score. Interviews will be for the purpose of meeting the project team, discussion of the scope of work, and review of the factors considered in the preparation of the proposal. The teams may also be requested to provide further clarification of submitted materials and/or submit additional materials for consideration.

After the interviews and review of any additional material requested, the Agencies will begin negotiations with the top-ranked proposer.

Proposals may become discoverable as public information. Proposers should describe in an appendix any proprietary or sensitive information that they would want to remain confidential.

The Proposal should reflect the most favorable terms available to the Agencies, as the Agencies may make award on the Proposal alone without interviews or any further contact with the Proposer.

VIII. SCHEDULE

The following activities and dates are anticipated:

RFP Issued	April 20, 2026
Questions Due	April 30, 2026, 5:00PM
Proposal Due	May 14, 2026, 2:00PM
Interviews (if necessary)	May 26, 2026
Award of Contract	June 9, 2026
Final Execution of Contract/ Notice to Proceed	June 12, 2026

The Agencies reserve the right to change the schedule.

IX. DOCUMENTS AND QUESTIONS

Background documents such as plans, specs, reports, bid tabulations and other information may be found on the Public Purchase website.

Direct any questions regarding this RFP to the Public Purchase website for the Project. All questions and requests for information must be received no later than 5:00 pm on the date noted in the schedule above to ensure a response can be provided. Responses may be provided via Addendum. Do not contact any City or District staff or their consultants before the submission deadline.

Addenda to this RFP will be transmitted to firms registered on Public Purchase. Failure of the proposer to be aware of addenda or failure to return signed acknowledgment of addenda may be cause for rejection at the sole discretion of the Agencies. Verbal conversations with any person will not modify any term or obligation of this RFP.

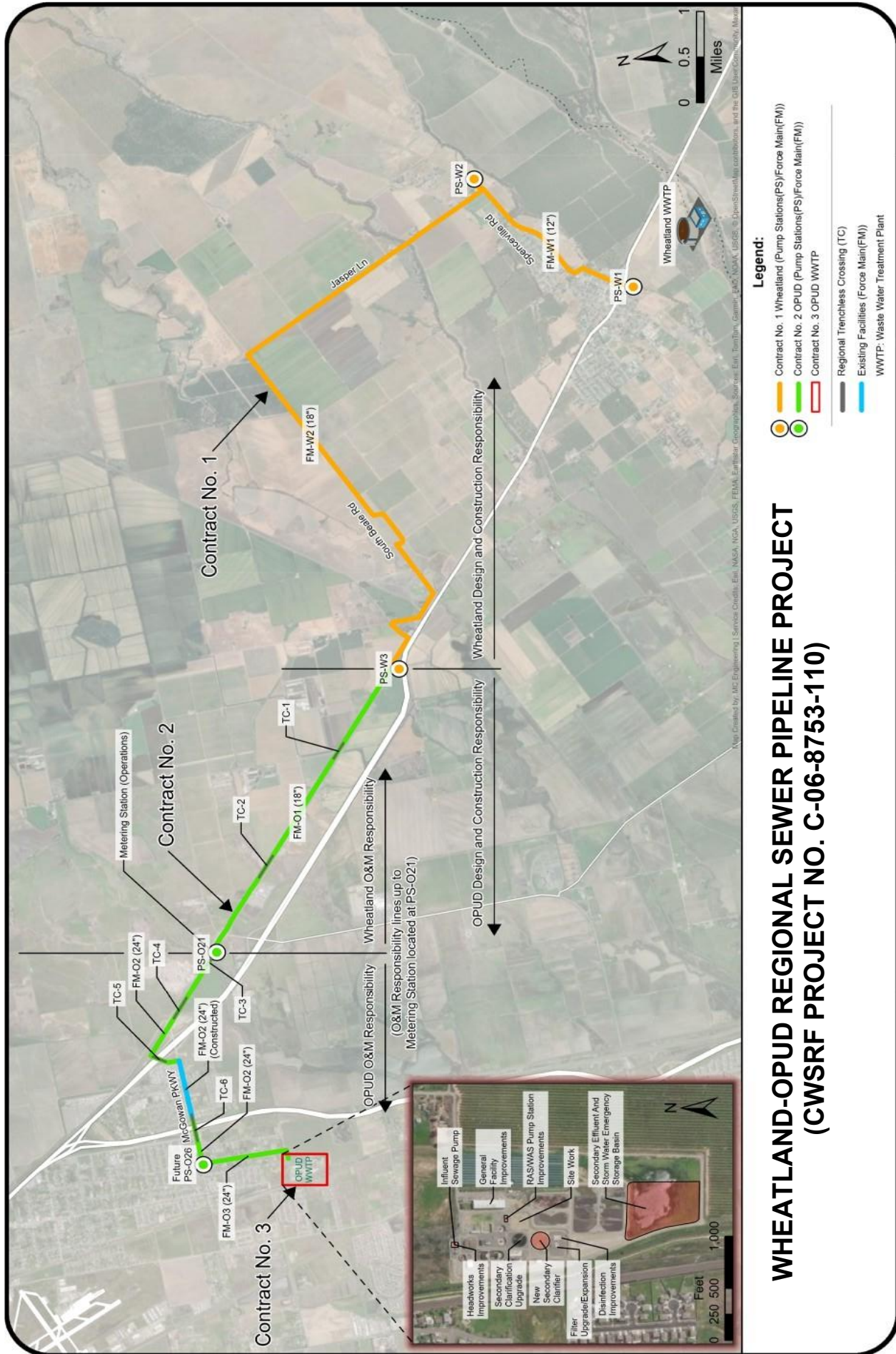
X. SUBMITTAL INSTRUCTIONS

- 1. All proposals become the property of the Agencies and will not be returned.
- 2. All costs for proposal preparation shall be borne by proposers.
- 3. Proposers may withdraw their proposal or correct a mistake in their proposal prior to the proposal submission deadline by submitting a withdrawal request or correction/addendum in writing. Oral communication will not be accepted.

XI. ATTACHMENTS

- Attachment A – Location Map
- Attachment B – Sample Professional Services Agreement

Attachment A – Location Map



WHEATLAND-OPUD REGIONAL SEWER PIPELINE PROJECT (CWSRF PROJECT NO. C-06-8753-110)

ATTACHMENT B - Sample Professional Services Agreement

City of Wheatland Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between City of Wheatland, a local government agency ("City"), and _____, a _____ *[Insert type and jurisdiction of entity]* ("Contractor"), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 City shall pay to Contractor a fee based on *[check one]*:

___ Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$_____ *[delete this sentence if not applicable]*. There shall be no compensation for extra or additional work or services by Contractor unless approved in writing by City. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to City an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, City shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by City for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by City upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly

compensated for all work performed to the date of termination as calculated by City based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. City has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the City is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify City and shall, subject to City's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by City to evaluate the proposed substitution. City shall evaluate Contractor's request and City shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

5.1 Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and City's conflict of interest code because Contractor will perform the Work independent of the control and direction of the City or of any City official, other than normal

contract monitoring, and Contractor possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel.

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. City may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to City ("Work Product") shall be the property of City, and City shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without City's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, City reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If City reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then City shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any

Work Product provided to City in paper format, upon request by City at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to City in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase "Intentionally omitted" if the District will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the City or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by City. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by City. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the City or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, City policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than City or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the City, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the City that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 "Maintenance" work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any City facility, plant, building, structure, utility system or other property ("City Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any City Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on City machinery and equipment, and (iii) landscape maintenance. "Maintenance" excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some "maintenance" work and other work that is not "maintenance," then this section 9.2 applies only to workers performing the "maintenance" work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to City up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid

to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to City the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. ***[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]*** Contractor may perform some of the Work pursuant to funding provided to the City by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on City and its sub-recipients (the "Funding Conditions"). For any such Work, if City informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to City's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless City, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of City or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor's total costs incurred pursuant to its duty to

defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name City, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to City. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to City. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional

liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of City for the Work performed by Contractor.

11.3 **Proof of Insurance.** Upon request, Contractor shall provide to City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to City is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not City employees, and they are not entitled to City employment salary, wages or benefits. Contractor shall pay, and City shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify City, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without City's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to City in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other

breach or default. No payment by City to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where City's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

City:

City of Wheatland

Attn: _____

City of Wheatland, 111 C Street, Wheatland, CA 95692

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

City of Wheatland:

Dated: _____

By: _____
 [Name]
 [Title]

[Name of Contractor]:

Dated: _____

By: _____
 [Name/Title]