Request for Quotation (RFQ)

Professional Facility Maintenance & Repair Services

Quotation Submission Deadline:

Email: sboyal@opud.org by Thursday,

February 12, 2026

11:00 AM local time

Approved by:

Swarnjit Boyal

Swarnjit Boyal, Public Works Manager

Table of Contents

1. REQUEST 3
2. SCHEDULE 3
3. SCOPE OF WORK 4
4. HOURS OF WORK 4
5. SAFETY 5
6. DUST CONTROL 5
7. PRESERVATION OF PROPERTY 5
8. QUOTATION DELIVERABLES 5
9. QUOTATION SUBMISSION INSTRUCTIONS 5
10. QUESTIONS 6
11. CONTRACT AWARD 7
12. DISTRICT'S RIGHTS AND GENERAL CONDITIONS 7
13. LICENSE AND DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) 7
14. SUBCONTRACTORS 8
15. PUBLIC WORKS CONTRACTOR REGISTRATION AND PREVAILING WAGE 9
16. BONDS 9
17. APPRENTICESHIP PROGRAM 10
18. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS 10
19. PUBLIC RECORDS ACT 10
20. ATTACHMENTS 11

1. REQUEST

Olivehurst Public Utility District (OPUD) is issuing a Request for Quotations (RFQ) in search of qualified and California State licensed contractors, electricians, maintenance service providers (bidders) to provide general facilities maintenance, pavement restoration, and repair services on an as-needed basis. OPUDs desire for services is intended to use contractors for work outside of OPUD staffs required duties and responsibilities per said job descriptions and intended to provide services in order to keep operations continuous. This request is intended to establish a reliable professional capable of delivering high-quality, timely and cost-effective maintenance across our public work facilities and infrastructure repair needs. Services will include but not be limited to routine and preventative maintenance tasks, general building and facility repairs, street improvement repairs, emergency response services and minor renovations and upgrades. Not all service request will apply to one contractor so OPUD will be looking for multiple Master Service Agreements (MSA) with contractors to provide the anticipated service/s throughout the District. Facilities include but aren't limited to the following locations:

A. All OPUD Lift Stations (Plumas Lake and Olivehurst)
B. All OPUD Water Treatment Facilities and Well Sites (Plumas Lake and Olivehurst)
C. Wastewater Treatment Plant (3908 Mary Ave., Olivehurst, CA 95961)
D. All Olivehurst Parks (Plumas Lake and Olivehurst)
E. Olivehurst Main Office, Fire Station, and Youth Center/Pool (1962-1964-1970 9th Ave., Olivehurst, CA 95961)
F. All OPUD infrastructure within County Right-of-Way or PUE locations.

2. SCHEDULE

The anticipated schedule is as follows:

RFQ Release:	January 15, 2026
Final Questions Due:	January 30, 2026
Question Responses sent on or before:	February 5, 2026
Submissions due, 11 AM local time:	February 12, 2026
Anticipated award/s of contract:	February 27, 2026

*Calls for service to begin on or after March 1, 2026 upon issuance of Task Order.

Any change to this anticipated schedule will be communicated to RFQ recipients by Addendum. It is the bidder's responsibility to check for any addendum's that may have been issued and submit the Addendum Acknowledgement attachment.

OPUD will have the ability to cancel the project up to seven (7) calendar days prior to scheduled start date.

3. SCOPE OF WORK

SERVICES (as needed)

a. Building and system maintenance that includes troubleshooting and repair of lighting, outlets, Programmable logic control (PLC), well & booster pump resets, and electrical switches.
b. Diagnosis and repair of sewer and water supply lines, drains, toilets, urinals, sinks, and water heaters.
c. Facility repairs that include repairs or replacement of doors, frames, windows, cabinetry, shelving and trim.
d. Drywall and painting repairs that include patching, sanding, texturing and painting of interior and exterior surfaces.
e. Flooring repairs that includes repair or replacement of tile, carpet, vinyl, concrete and other flooring materials.
f. Site and grounds repairs that includes repair, or replacement of fencing and gates made of chain link, wood, or metal.
g. Exterior lighting repairs of pole lights, wall packs and pathway lighting.
h. Miscellaneous services that may include graffiti removal, signage installation and repair, dump runs, moving furniture and ADA compliance repairs.
i. Emergency and On-Call Services with 24/7 availability for urgent repairs. Response time requirements within 2 hours for emergencies, 24 hours for non-emergencies.
j. Remove and replace pumps from a wet will within a lift station.
k. Perform maintenance within a deep well pump. Includes remove and reinstall well pumps.
l. Oil Changes of gear box within Wastewater Treatment Plant.
m. Rewiring of Pumps at lift stations and Wet Wells
n. Asphalt and concrete pavement restoration
o. Water and sewer main replacement

OBJECTIVES

a. Ensure safe and functional facilities maintaining all public works building and infrastructure in a safe, clean and fully operational condition.
b. Provide timely and reliable maintenance services that address both routine and emergency repair needs with minimal disruption to facility operations.
c. Ensure code compliance and safety standards by performing all work in accordance with applicable local, state and federal regulations, including building codes, safety standards, ADA requirements, and environmental guidelines.
d. Maintain accurate records and reporting to provide detailed documentation of all work performed, including service logs, inspection reports and cost tracking, to support transparency and accountability.

4. HOURS OF WORK FOR SERVICES

Normal hours of work are 7:00 AM to 5:00PM, PST, Monday through Friday. Setup and break down processes shall be performed within this timeframe. If necessary to meet schedule, extended time may be proposed and allowed if available and approved by OPUD.

5. SAFETY

All Contractor staff shall have and be trained to use all applicable personal protective equipment (i.e., hard hats, flashlights, safety gloves, air monitors, gas meters, etc.). All personal protective equipment shall be properly certified and in compliance with all applicable regulatory requirements and OSHA standards, etc…. All Contractor staff shall be fully trained to use any tools and equipment to which they are assigned to use/operate during the course of the work.

6. DUST CONTROL

Contractor shall ensure dust control by installing physical barriers, such as plastic sheeting or temporary walls, to contain dust within the construction zone. Daily cleaning of construction areas using vacuum systems to prevent dust accumulation must be done.

7. PRESERVATION OF PROPERTY

The contractor will maintain the work site in a clean, neat and orderly fashion. The contractor is fully responsible for any damage to OPUD property, County of Yuba property, RD784 property, Federal property, private property, utilities' property, and any other neighboring properties to the work sites. The contractor shall repair or replace in kind, as directed by OPUD, any damages resulting from facility repairs or maintenance. The contractor is fully responsible for loss or damages to their stored materials and equipment.

8. QUOTATION DELIVERABLES

The bidding contractor shall submit the following documents with their submission:

- An itemized quote for completing all activities (applicable to there license and expertise) required in the Scope of Work. A summarized cost table shall be included as seen in Table 1 below. This shall include rates per laborer, technicians, foreman, managers, specialist, etc… All items that require additional costs shall be reported as separate line items and attached.

Table 1. ***Professional facility maintenance and repair services (please provide values for those only applicable to your service applications, expertise, and licensure).***

ITEM	DESCRIPTION	TOTAL COST/PERCENT
1	Hourly labor rates (Based on 1 hour). Normal Business hours is 7 AM – 5 PM. Please include separate sheet if multiple values based on personnel.	
2	Overtime/emergency rate for labor (Based on 1 hour). Please include separate sheet if multiple values based on personnel.	
3	Holiday rate for labor (Based on 1 hour). Holidays apply to those observed per OPUD MOU. Please include separate sheet if multiple values based on personnel.	
4	Material Mark up (%). For example, Includes cost for proper disposal of hazardous materials such as oils, equipment purchased from third party, etc... Provide percent mark up.	
5	Outside Labor (Subcontractor). Provide Percent (%) Mark up.	
6	All-inclusive Cost per square foot (SF) of Asphalt Restoration. Asphalt replaced upto 4" within two lifts (two 2" lifts of warm mix asphalt). Includes Labor, equipment, traffic control, material + disposal. Assume it's not within an intersection. Up to 1000 SF of replaced or new Asphalt.	
7	All-inclusive Cost per square foot (SF) of Asphalt Restoration. Asphalt replaced upto 4" within two lifts (two 2" lifts of warm mix asphalt). Includes Labor, equipment, traffic control, material + disposal. Assume it's not within an intersection. Replacing 1001 SF – 2500 SF of replaced or new Asphalt.	
8	All-inclusive Cost per square foot (SF) of Asphalt Restoration. Asphalt replaced upto 4" within two lifts (two 2" lifts of warm mix asphalt). Includes Labor, equipment, traffic control, material + disposal. Assume it's not within an intersection. Replacing or new 2500+ SF of asphalt.	

- A cover letter with a brief introduction of the company with contact information for the primary point of contact. Please provide what work you conduct. Including years in operation and a summary of relevant experience, particularly with public works or municipal clients.
- Provide Contractor license number & DIR Public Works Contractor Registration No.
- Provide any applicable specialty certifications for electrical and plumbing services.

- Provide 2 references, preferably from public sector clients that include a contact name, title, phone number and a brief description of services provided.
- Provide a work plan response time that includes availability of business hours, after-hours, weekends and typical response times for routine and emergency calls.

9. QUOTATION SUBMISSION INSTRUCTIONS

Submit electronic quotes with the subject line Professional Facility Maintenance and Repair Services by due date and time to:

Point of Contact: Swarnjit Boyal – Public Works Manager
Email: sboyal@opud.org

It is the responsibility of the bidders/Quoter to assure that the quotation is received by POC prior to the deadline. Quotations received after the deadline are considered unresponsive and will not be accepted or opened.

Quotations shall remain valid for one hundred twenty (120) days from the due date but cannot be revised or withdrawn after the due date. A bidder may withdraw its quotation at any time prior to the deadline by submitting a written request for its withdrawal to the POC using a memo signed by an authorized agent of the firm. Bidders may thereafter submit a new or modified quotation prior to the deadline. Modifications offered in any manner, oral or written, will not be considered.

10. QUESTIONS

Questions regarding this RFQ must be submitted **by email to the POC no later than 11:00 AM local time on Friday, January 30, 2026**. All emails must have "Professional Facility Maintenance and Repair Services" as their subject. Emails not clearly labeled may be overlooked and not responded to. Questions will not be accepted by any other means.

OPUD reserves the right to decline a response to any question if, in OPUDs assessment, the information cannot be obtained and shared in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by OPUD, will be posted via Addenda to OPUDs website, www.Opud.org. Click on Bid & RFPs and then the Project Name link.

Bidders are cautioned that they are not to rely upon any oral statements that they may have obtained. Bidders shall direct all inquiries to the POC and shall not contact the requesting department directly regarding any matter related to this RFQ.

11. MASTER SERVICE AGREEMENT (MSA) AWARD

The award of the Master Service Agreement (MSA), if it is awarded, will be awarded up to seven (7) of the lowest responsible and responsive Bidders whose bid complies with the requirements of the MSA Documents. NOTE, at OPUD discretion, it has the right to reject all quotes without reasoning or justification (see article 12 below).

The successful Bidder/s will be notified in writing by OPUD of the award of the MSA within fifteen (15) business days after opening of quotes. Accompanying OPUDs notice of award will be the MSA. Within fifteen (15) business days following receipt of such notice of award, the successful bidders will be required to execute and return the original MSA(s), and the required certificates and proof of insurance documents to OPUD; failure to do so shall be just cause for withdrawal of the award.

OPUD will review, and upon such determination, will forward a fully executed copy of the MSA and a Notice to Proceed with the work to the successful bidders. Signature by both parties constitutes execution of the MSA.

This RFQ does not commit OPUD to award a MSA or task order. All quotes submitted in response to this RFQ become the property of OPUD and public records.

12. DISTRICT'S RIGHTS AND GENERAL CONDITIONS

OPUD reserves the right to:

a. Reject any or all proposed quotations and waive technicalities and informalities when such wavier is determined by OPUD to be in best interest.

b. Modify this RFQ by issuance of one or more written addenda. It is the Bidder's responsibility to check with the District for verification of any issued addenda.

c. Request clarification at any time to gather additional information.

d. OPUD shall not be liable for any pre-contractual expenses incurred, including but not limited to costs incurred in the preparation or submission of quotes. OPUD, its officers, elected officials, agents, and employees shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

General Conditions:

a. All work shall comply with the most recent revisions of the drawings, specifications, national, state and local codes, requirements and procedures.

b. Bidder is expected to provide their highest quality workmanship, work ethic and oversight, anything less will be unacceptable.
c. Field superintendent shall be onsite for duration of work (OPUD may, at its discretion, designate its own personnel for inspector). Upon issuance of PO, the District has final approval on changes to "Bidder's Project Personnel".
d. Bidders shall not start any work on project until OPUD issues a Task Order (TO) and TO is signed by both the Contractor and OPUD. In situation of emergency, an email to the Public Works Engineer must be sent along with the Department Head for the specific Department with a follow-up response for approval.

13. LICENSURE SEEKED

The Contractor shall hold at least one of the aforementioned license/s below as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents and shall have the following classification or type of license for the work issued by the California Contractors State License Board based on required work.:

- ***Class A – For underground work, must have a class A license per California Law Business and Profession Coe Division 3, Chapter 9, Contractors Article 4 Classifications 756. General Engineering.***
- ***Class B – General Building Contractor.***
- ***Class C – C-10 License for Electrical contractor***

14. SUBCONTRACTORS

To be qualified to quote this Project, bidders must be registered & qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

All subcontractors listed in a qualified bidder's quote as performing any portion of the work also must be registered and qualified with the Department of Industrial Relations.

In compliance with Public Contract Code section 4100 et seq. each bidder shall set forth below the: (a) name, location of the mill, shop, or office, and California contractor's license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of 1% of the Contractor's total bid, (b) description of the type of work to be performed by each such subcontractor, and (c) portion of the work (expressed in dollar amount) that will be performed by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the MSA, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a making a written finding as a public record of the District setting forth the facts constituting the emergency or necessity.

15. PUBLIC WORKS CONTRACTOR REGISTRATION AND PREVAILING WAGE

In accordance with California Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this Division 2, Part 7, Chapter 1 of the Labor Code (commencing with Section 1720), unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. In accordance with Labor Code section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

The attention of bidders is directed to the requirements and conditions of employment to be observed and prevailing wage rates to be paid to all workers employed under the Contract in accordance with Labor Code sections 1770 and following. Copies of the prevailing rate of per diem wages are on file at the DIR website and shall coordinate accordingly and directly with DIR to any interested party. In accordance with Labor Code section 1771.4(a)(1), this request for quotation is subject to compliance monitoring and enforcement by the Department of Industrial Relations

16. BONDS

The successful Bidders, upon issuance of any task orders over $15,000 shall furnish both a Performance Bond and a Payment Bond in the type, form and amount specified in the forms included with the MSA Documents. These bonds shall be furnished on such forms or on substantially similar forms acceptable to OPUD. The Payment Bond shall comply with California Civil Code sections 9550 and 9554 and applicable provisions of the California Bond and Undertaking Law (California Code of Civil Procedure section 995.010 et seq.). The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to OPUD, who is (or are) in good standing with and duly admitted by the Insurance Commissioner of the State of California to act as surety upon bonds and undertakings. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the District. The premiums for the bonds shall be paid by the successful Bidders.

If any surety becomes unacceptable to the District, is deemed insolvent, is no longer an admitted surety in California, or fails to furnish reports as to its financial condition as requested by OPUD, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of OPUD and of persons supplying labor or materials in the prosecution of the work contemplated by this MSA.

In the event of any conflict between the terms of the MSA and the terms of the bonds, the terms of the MSA shall control, and the bonds shall be deemed to be amended thereby. Without limiting the foregoing, OPUD shall be entitled to exercise all rights granted to it by the MSA in the event of default, without control thereof by the surety, provided that OPUD gives the surety notice of such default at the time or before the exercise of any such right by OPUD, and, regardless of the terms of the bonds, the exercise of any such right by the District shall in no manner affect the liability of the surety under the bonds.

17. APPRENTICESHIP REQUIREMENTS

Contractors and subcontractors understand and agree that to the extent compensation for the work contemplated in this agreement is greater than $30,000, apprentices will need to be employed on the project as required by law. (Labor Code section 1777.5 (d). Contractor understands they need to be registered with DIR and complete DAS Forms 140 & 142.

18. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

OPUD shall not accept a bid from a bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project MSA shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at http://www.dir.ca.gov/DLSE/debar.html

19. PUBLIC RECORDS ACT

All quotations and materials submitted shall become property of OPUD and will not be returned. All responses, including the accepted quotation and any subsequent MSA, become public records open to inspection without redaction per the requirements of the California Public Records Act, Government Code Sections 6250 – 6270, which is available on the State internet site (www.ca.gov). Proprietary material must be clearly marked as such. Pricing and service elements of the quotation are not considered proprietary information. Bidders which indiscriminately identify all or most of their quotes as

confidential or proprietary without justification may be deemed unresponsive.

OPUD will treat all information submitted in a quotation as available for public inspection once OPUD has selected successful Bidders. If you believe that you have a legally justifiable basis under the California Public Records Act for protecting the confidentiality of any information contained within your quote, you must identify any such information together with the legal basis of your claim and present such information separately as part of your response package.

The final determination as to whether OPUD will assert your claim of confidentiality on your behalf shall be at the sole discretion of OPUD. If OPUD determines your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

OPUD will notify you of a request for disclosure of any information marked as proprietary upon receipt of such request. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with OPUD providing for the defense of and complete indemnification and reimbursement for all costs incurred by OPUD in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by OPUD pursuant to applicable procedures under the California Public Records Act.

20. ATTACHMENTS

A. Sample Master Service Agreement (MSA)
B. Acknowledgement of Insurance requirements
C. Addendum Acknowledgement for Quote

OLIVEHURST PUBLIC
UTILITY DISTRICT
Master Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Olivehurst Public Utility District, a local government Special District ("OPUD"), and *[Full Contractor Name]*, 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 OPUD shall pay to Contractor a fee based on:

District shall provide Contractor with periodic written Work assignments using a Contract Task Order. Each Contract Task Order shall detail start and completion dates, Work location(s), Work description, an estimated not-to-exceed dollar amount, and other information necessary for Contractor to complete the Work. In the event of an emergency, District will attempt to provide Contractor with at least a 12-hour verbal notice and follow up with a written Work assignment within 48 hours of the Work start time.

There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. 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 OPUD 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, OPUD shall pay the invoice within 30 days of its receipt.

2.3 OPUD shall not pay Contractor for travel unless approved in writing in advance and then OPUD shall pay approved travel and other incidental and necessary expenses at Contractor actual cost. No markup above Contractor's actual cost will be paid by OPUD for these expenses. Mileage for travel will be paid at the Standard Mileage Rate in effect set by the Internal Revenue Service.

2.4 Travel by commercial transportation and rental vehicles are authorized at the lowest available rate, taking advantage of early reservation and government discounts whenever possible.

2.5 Expenditures for alcohol and entertainment are prohibited.

2.6 Requests for reimbursable expenses shall include an itemized receipt.

3 Term

3.1 This Agreement shall take effect on the date indicated in Exhibit A, Scope of Work, 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 OPUD 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 OPUD 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 OPUD 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

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. OPUD 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.

5 Subcontractors

5.1 Contractor shall not award any subcontract or engage any subcontractor on the Work without OPUD's prior written approval. Contractor shall disclose its intention to use any subcontractors on the Work at the time it submits its proposal to contract for the Work with OPUD. The disclosure shall include the name and contact information of each proposed subcontractor and describe in sufficient detail the portions of the work to be performed by each subcontractor. If District has any objections to a subcontractor disclosed by Contractor, District shall promptly notify Contractor of those objections. If Contractor decides to engage a subcontractor after commencing the Work, it shall not employ that subcontractor until it first makes the disclosures to District described above in writing, and District provides its written consent to employment of the proposed subcontractor.

5.2 Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 13 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to OPUD in the manner provided in section 13 of this Agreement.

5.3 The provisions of this section 5 are a material part of this Agreement, and any violation of the requirements of this section would constitute a material breach of this Agreement and entitle District to any remedies for breach, up to and including an immediate termination for cause.

6 Conflict of Interest

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 OPUDs conflict of interest code because Contractor will perform the Work independent of the control and direction of OPUD or of any OPUD official, other than normal contract monitoring, and Contractor possesses no authority with respect to any OPUD decision beyond the rendition of information, advice, recommendation or counsel.

7 Contractor Records

7.1 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. OPUD may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

7.2 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.

8 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 OPUD ("Work Product") shall be the property of OPUD, and OPUD 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 OPUD'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, OPUD 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 OPUD reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then OPUD shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to OPUD in paper format, upon request by OPUD at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to OPUD 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).

9 Confidentiality of Information

9.1 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 OPUD 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 OPUD. 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 OPUD. 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.

9.2 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 District 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, District policies and directives, and best industry security practices and standards.

9.3 If any person or entity, other than OPUD 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.

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

10 Use of Artificial Intelligence

10.1 Pursuant to the terms, conditions, and limitations set forth in this Section 10, Contractor may use artificial intelligence systems or tools, including machine learning algorithms, natural language processing, and other artificial intelligence technologies (collectively "AI"), to complete the Work under this Agreement. The Contractor shall ensure all uses of AI performed within this Agreement shall be to the benefit of OPUD and will not be used in any way that could harm OPUD. Contractor shall be fully responsible for the performance of its obligations under this Agreement, and the use of any AI systems shall not in any manner relieve Contractor of such responsibility.

10.2 Prior to using any AI in its performance of the Agreement, Contractor shall advise OPUD in writing of its intent to use AI and shall keep OPUD informed of such usage throughout the term of the Agreement. During the term of this Agreement, OPUD may request, and Contractor shall provide, OPUD with all information regarding its use of AI in its performance of this Agreement.

10.3 Pursuant to Section 9, Contractor shall not submit any Confidential Material to any publicly accessible AI platform, unless authorized in writing in advance by OPUD.

10.4 Contractor shall review any AI-generated data, information, or AI-informed decisions relating in any manner to the performance of this Agreement to ensure that such work product is to the standard promised to OPUD in this Agreement. This quality-assurance review of AI-generated work and materials shall be conducted by a qualified Contractor employee or subcontractor. Contractor shall conduct ongoing testing and review of all AI systems used in the performance of this Agreement to ensure they function as intended and do not negatively impact the quality and accuracy of the Work or divulge Confidential Material. Contractor shall ensure that its officers, employees, and agents are properly trained to both use AI and to assess and mitigate any potential negative consequences from its use.

10.5 Pursuant to Section 12, Contractor shall indemnify, defend, protect, and hold harmless OPUD and its Indemnitees from and against any Claims that arise out of, pertain to, or relate to the Contractor's use of AI. Contractor's obligations shall survive the termination of, or completion of Work under, this Agreement.

10.6 Pursuant to Section 8 of this Agreement, Contractor shall keep and maintain all such records that pertain to its use of AI in its performance of this Agreement.

11 Compliance with Laws

11.1 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.

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

11.2.1 This section 11.2 applies if the Work includes either of the following:

11.2.1.1 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 11.2 applies only to workers performing the pre-construction and post-construction work.

11.2.1.2 "Maintenance" work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any OPUD facility (including within right of way entrance that encroached on County and RD784 property/rights), plant, building, structure, utility system or other property ("OPUD Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any OPUD Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on OPUD 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 11.2 applies only to workers performing the "maintenance" work.

11.2.2 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 the State of California Department of Industrial Relations website: 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 OPUD 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 OPUD 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.

11.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 11.2.1.1 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: _____

11.2.4 If the Work includes maintenance as defined in section 11.2.1.2 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: _____

12 Indemnification.

Contractor shall indemnify, defend, protect, and hold harmless OPUD, 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 OPUD or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

13 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:

Type	*Limits*	*Scope*
Commercial general liability	$2,000,000 per occurrence for bodily injury and property damage liability & $4,000,000 general policy 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 combined per accident for property damage and bodily injury liability	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation and Employer's Liability	$1,000,000 per accident $1,000,000 per each employee	CONTRACTOR shall maintain Workers' Compensation Insurance

Insurance	for disease $1,000,000 policy limit	as required by the State of California. Employer's Liability insurance shall be provided with limits not less than provided hereon.
Contractors Pollution Liability Insurance	$1,000,000 per occurrence and $1,000,000 annual aggregate	
Builder Risk/Installation Floater	TBD or cost of improvements of task order in the event of going over $15,000. Case by Case basis.	Contractor shall maintain builder's risk insurance providing coverage for full replacement value to include materials, labor, profit, and overhead on an all risk/special form for all risk of physical loss or damage for all real property or improvements with no coinsurance penalty provision.
Professional Liability Insurance	$1,000,000 per claim and $1,000,000 annual aggregate	

13.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District 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 District. 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 13.

13.2 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, 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. District'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 District. 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 District. 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 District for the Work performed by Contractor.

13.3 Proof of Insurance. Upon request, Contractor shall provide to District 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.

14 Bonds

Promptly upon execution of any Task Order over $15,000, and prior to the commencement of any of the Work, Contractor shall obtain at its sole cost and expense and provide to District a performance bond and payment bond each in the amount of 100% of the amount of this Agreement. The bonds must be issued by a surety admitted and in good standing in California and be in a form acceptable to District. The bonds must comply with California Civil Code sections 9550 and 9554 and applicable provisions of the California Bond and Undertaking Law (Cal. Code of Civil Procedure § 995.010 et seq.).

15 In-Use Off-Road Diesel-Fueled Fleet Regulation

Promptly upon execution of any Task Order over $15,000, and prior to the commencement, Attention is directed to provisions of the California Code of Regulations Sections 2449, 2449.1, and 2449.2, Title 13, relating to In-Use Off-Road (IUOF) Diesel-Fueled Fleets (Regulation), issued by the California Air Resources Board (CARB). The Contractor warrants that it shall be knowledgeable of and comply with the Regulation, including without limitation the matters contained in this Document 00 73 04, at all times prior to and during its work on the Project.

Contracting Requirements.

If the Project involves the use of vehicles subject to the Regulation, the Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Regulation section 2449(n), for the fleet selected for the Contract and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

The Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed Subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

The Certificates of Reported Compliance received by the Contractor for the Project must be retained for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.

If the Project is considered to be an emergency operation, as defined in Regulation section 2449(c)(18), it is exempt from the requirements in Regulation section 2449(i)(1)-(3). Nevertheless, Contractor must still retain records verifying vehicles subject to the Regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Other Contractor Requirements. Between March 1 and June 1 of each year, the Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year (provide copies each year to OPUD). The Contractor must not write contracts to evade this requirement.

The Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites. If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB

when as provided and within the time period contained in in the Regulation. Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in in the Regulation.

16 Apprenticeship Program

16.1 COMPLIANCE REQUIRED

Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

16.2 APPRENTICESHIP REQUIREMENTS

Contractor and Subcontractors understand and agree that to the extent compensation for the Work contemplated in this agreement is greater than $30,000, apprentices will need to be employed on the Project as required by law. (Labor Code section 1777.5(d).) If apprentices will need to be employed, Contractor understands and agrees that:

It is Contractor's responsibility to submit contract award information for each craft required on the Project using the appropriate form prepared by the Division of Apprenticeship Standards ("DAS") within the California Department of Industrial Relations ("DIR")—currently the "DAS 140 form." A copy of the current DAS 140 form is available at Attachment A for reference. If Contractor is approved to train apprentices, Contractor must send the required information to its apprenticeship committee. If Contractor is not approved to train apprentices, Contractor must send the information to all apprenticeship committees that can supply apprentices to the site of the public works project.

It is Contractor's responsibility to make training fund contributions in the amount established in the prevailing wage rate – either to the applicable apprenticeship committee, or the California Apprenticeship Council ("CAC").

It is Contractor's responsibility to contact the applicable apprenticeship committee to request apprentices for each craft or trade on the Project using the appropriate form DIR, currently the DAS 142 form. A copy of DAS 142 is available at Attachment B for reference. The form must be submitted at least three business days before apprentices are required

It is Contractor's responsibility to ensure apprentices are employed in the correct ratio. Contractor should be sure to employ on hour of apprentice work for every five hours performed by a journeyman level worker.

More information is available on DIR's website. https://www.dir.ca.gov/Public-Works/Apprentices.html Contractor is responsible for complying with any updated guidance, and using any updated forms, provided by DIR.

16.3 CERTIFICATION OF APPROVAL

Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

When unemployment for the previous three month period in the area exceeds an average of 15 percent;

When the number of apprentices in training in the area exceeds a ratio of one to five;

When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

16.4 FUND CONTRIBUTIONS

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

16.5 APPRENTICESHIP STANDARDS

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

Attachment A - DAS 140

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO.
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. (Enter name of the Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of the Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).

- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.

- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

Attachment B - DAS 142

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. Except for projects with less than 40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.

List one occupation/craft per form

Date:

To Applicable Apprenticeship Committee:

Name: _____

Address: _____

_____

Tel. No. _____ **Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

PWC Registration Number: _____

Tel. No. _____ **Fax No.** _____

Project Information: PWC Project Number _____ **Contract Number** _____

Total Contract Amount. _____ **Sub-Contract Amount** _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit* https://www.dir.ca.gov/das/PublicWorksForms.htm

DAS 142 (Revised 10/18)

17 General Provisions

17.1 **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.

17.2 **Independent Contractor.** Contractor's relationship to District 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 District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District 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 District, 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 District, or court concerning Contractor's independent contractor status or employment-related liability.

17.3 **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.

17.4 **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 District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

17.5 **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.

17.6 **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 District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

17.7 **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:

District:

Olivehurst Public Utility District
Attn: Procurement and Contracts
1970 9th Ave.
Olivehurst, CA 95961
Phone: 530-782-0736
E-mail: sboyal@opud.org

Contractor: _____
Attn: _____
_____
Phone: _____
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.

1.1 **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.

Olivehurst Public Utility District:

Dated: _____

By: _____
John Tillotson, General Manager

[Name of Contractor]:

Dated: _____

By: _____
[Name/Title]

Exhibit A Scope of Work

Contract Term:

March 1, 2026 through June 30, 2029

Scope of Work:

Example below:

Contractor shall provide professional facility maintenance and repair services to the District. Contractor shall provide the services to the District in response to specific requests made using a Task Order and shall notify the District of a perceived or potential conflict of interest related to the specific request. Each Task Order shall be properly executed by both the District and Contractor. All Task Orders shall be prepared and executed on the District's Task Order Form. No Task Order will be binding until it has been signed by an authorized representative of each party.

COST PROPOSAL FORM

xxxxxxxxxxxxx Project

Start Date: _____
End Date: _____
Location:_____

Contract Number:

In Response to: _____

(task, etc.)

To: OLIVEHURST PUBLIC UTILITY DISTRICT
Attention: **[Swarnjit Boyal, Public Works Manager]**

1970 9th Ave., Olivehurst , CA 95961____

Phone: (530) 682- 0736

From: [Insert Contractor's Name/Address]

_____

_____

This Cost Proposal is in response to the above-referenced __ **[insert task, etc. as applicable]**.

Brief description of request(s): _____

_____

_____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUBCONTRACTOR	TOTAL
LABOR			
EQUIPMENT			
MATERIAL			
TOTAL DIRECT COST OF CONSTRUCTION			
MARKUP FOR PRIME CONTRACTOR'S SELF-PERFORMED WORK (xx%) – IF APPLICABLE			
MARKUP FOR SUBCONTRACTOR-PERFORMED WORK (xx%) – IF APPLICABLE			
BONDS, INSURANCE, AND TAXES (WHERE APPLICABLE)			
GRAND TOTAL			

ESTIMATE TO NOT EXCEED: (Enter number for cost): _____

By Contractor: **Signature:** **Date:**

By Owner: **Signature:** **Date:**

Exhibit B Contractor Rate Schedule

Insert below or attached. If attached, list number of pages.

Rate schedule updates shall be emailed annual to sboyal@opud.org. OPUD reserves the right to review and approve any rate schedule updates.

Contractor may increase the hourly fees set forth on Exhibit B no more frequently than once in a twelve-month period and no earlier than twelve months following the effective date of the Agreement.

The percentage increase shall not exceed the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the most recent twelve-month period preceding the increase for which CPI-U is available, or 5%, whichever is less. Contractor shall provide thirty days' written notice to District of any increase.

OPUD may agree to a larger increase in limited circumstances.

CPI Website: https://www.dir.ca.gov/oprl/CPI/CPICalculator/CpiCalculator.aspx

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing below Bidder acknowledges the insurance requirements as listed in section 13 "Insurance" of the Sample Contract. By this acknowledgment, the Bidder and its insurance provider(s) and surety(ies) certify that they have read and understand the insurance and bonding requirements in their entirety, including limits of coverage, additional insureds and endorsements, and bonding requirements, and that the Bidder can provide the insurance coverage and bonds as required in the Contract documents without exception.

Bidder understands that if the insurance coverage provided in section 12 and the Contract Bonds cannot be provided, its bid is subject to rejection by the District as non-responsive.

BIDDER

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

INSURANCE PROVIDER/SURETY REPRESENTATIVE

Insurer/Surety Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Bidder Must Provide This Acknowledgment for Each Insurer or Surety Providing Insurance Coverage or a Bond under this Contract

ATTACHMENT C – Acknowledgement of Quote and Addendum

By submitting a quotation, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFQ and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The District is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the District.

The following addendums have been acknowledged and are included in our quotation. Bidders that do not acknowledge addendums may be rejected.

Addendum #	Initial

_____
COMPLETE LEGAL NAME OF COMPANY

_____ _____
BUSINESS ADDRESS PHONE NUMBER

_____
PRINTED NAME OF AUTHORIZED AGENT (TITLE)

_____ _____
SIGNATURE OF AUTHORIZED AGENT DATE

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE QUOTATION