ROLL UP DOOR SERVICES
2027

SPECIFICATIONS AND
CONTRACT DOCUMENTS

BID OPENING – 3:00 PM, Thursday, December 3, 2026

Contact person: CONTRACTS@TDPUD.org , (530) 582-3944

Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, California 96161
(530) 587-3896

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SECTION 00030 - NOTICE TO BIDDERS

Notice is hereby given that the Board of Directors of Truckee Donner Public Utility District, Nevada County, California, herein referred to as the "DISTRICT," will receive sealed bids at the District office, 11570 Donner Pass Road, Truckee, California 96161until 3:00 PM, Thursday, December 3, 2026, at which time they shall be opened and publicly read for:

Roll Up Door Services

The WORK of this Contract comprises of roll up door services for calendar year 2027, with the option to extend the contract for four additional years (Option year 2028 – Option year 2031) with a pre-approved CPI accelerator.

In accordance with the provisions of Section 1770, 1772 and 1773.2 of the Labor Code, the DISTRICT has determined the general prevailing rates of wages applicable to the WORK to be done. These rates are set forth in a schedule located at the DISTRICT office; said schedule is available to any interested party on request. The CONTRACTOR shall post a copy at the job site.

Each bid must conform to the requirements of the Contract Documents, which may be examined by contacting Nina Krommenhoek at contracts@tdpud.org or (530) 582-3944. Electronic copies of the Contract Documents may be obtained at no charge upon request.

The DISTRICT specifically reserves the right to reject any and all bids, waive any irregularities or informalities in the bidding, be the sole judge of the suitability of the items offered, and to accept any bid that it determines to be in its best interest.

Nina Krommenhoek, Contract Administrator
Truckee Donner Public Utility District

SECTION 00100 – INSTRUCTIONS TO BIDDERS

1. NOTICE TO BIDDERS
   Truckee Donner Public Utility District, hereinafter referred to as "DISTRICT," advises that sealed bids, subject to the conditions contained herein, will be received at the DISTRICT office until 3:00 PM, Thursday, December 3, 2026, at which time they shall be opened and publicly read for:

Roll Up Door Services

2. BID FORM
   Bidders shall use the bid forms bound in these documents as Section 00300 – Bid Forms. Each Bid must contain pages 00300-1 through 00300-5 and page 00350.

3. MANNER OF SUBMITTING BIDS
   Prior to submitting bids, bidders must make sure that:

   (a) The bid is complete and signed.

   (c) The bid schedule is complete and the totals are correct.

   (d) Familiarized oneself with all applicable laws and regulations.

   When submitting a bid, place the complete bid document in a sealed envelope, mark the envelope “Roll Up Door Services Sealed Bid” and either mail or hand deliver the bid to the address shown.

4. EXAMINATION OF CONDITIONS
   Bidders shall satisfy themselves as to the conditions by personal examination of the plans, specifications and site of the proposed improvements and by other examinations and investigations that they may wish to make as to the nature of the work and the difficulties encountered. Bidders may contact the DISTRICT in order to arrange site inspection or may inspect the site without DISTRICT assistance.

   Submitting of a bid shall constitute affirmation by the bidder that he has complied with the following:

   (a) Carefully examined the Contract Documents.

   (b) Included in the bid sum amounts sufficient to cover all items required by the contract documents.

   The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligation with respect to their bid or the contract.

5. DISTRICT'S RIGHT TO REJECT BIDS
The DISTRICT reserves the unqualified right in its sole and absolute discretion to reject any and all Bids, and to accept the Bid or Bids which, in its sole and absolute judgment will, under all circumstances, best serve the interests of the DISTRICT.

6. CONTRACT
The Contract includes the Notice to Bidders, Instructions to Bidders, Bid Schedule, Contract, and Addenda.

The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the CONTRACTOR shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the DISTRICT or by any other person.

7. AWARD OF CONTRACT
A contract will not be awarded until the DISTRICT is satisfied that the successful bidder is reasonably familiar with the class of work and has the necessary capital, tools and experience to satisfactorily perform same. Completion of the WORK within the time stated is essential, and prior commitments of the bidder, failure to complete other work on time or reasonable doubt as to whether the bidder would complete the WORK on time, may be cause for rejection of any bid.

8. BIDDER QUALIFICATIONS
Bids will be received from qualified bidders only. By submitting a bid, bidder warrants that he has:

(a) Adequate financial resources to accomplish work required.

(b) Adequate equipment to accomplish work required.

(c) Personnel with sufficient experience to accomplish work required.

(d) Sufficient experience in the type of work proposed.

(e) Not violated public works laws as set forth in Labor Code Section 1777.7 related to apprentice/journeyman ratio.

(f) The appropriate contractor's license for the work to be performed (P.C.C. §3300) which the DISTRICT has determined to include: C-61/D-28 – Doors, Gates, and Activating Devices.

(g) No pending claims regarding performance, failure to deliver, labor violations, etc.

(h) Ability to provide proof of Workers' Compensation, public liability and property damage insurance.

9. PROPOSAL MODIFICATIONS
Bids may be modified up until the time of bid opening. Modifications must be in writing. No electronic or telephone modifications will be allowed.

10. BID WITHDRAWAL

Bids may be withdrawn any time prior to the time set for bid opening. Once bids are opened, they may not be withdrawn until expiration of the bid. All bids shall be deemed a firm offer for not less than sixty (60) days after the date of the bid opening.

11. POSTPONEMENT OF OPENING

The DISTRICT reserves the right to postpone the time and date of bid opening as the DISTRICT deems necessary. Such postponement will be conveyed to all bidders by written or facsimile notice which will state the new opening time and date.

12. INTERPRETATION OR CORRECTION OF CONTRACT

The bidder shall promptly notify the DISTRICT of any ambiguity, inconsistency, or error which he may discover in the contract, or, if applicable, the site or local conditions.

If the bidder requires clarification or interpretation of the contract, he shall make a written request to reach the DISTRICT at least three (3) business days prior to the scheduled bid opening.

Any interpretations, corrections, or changes to the contract prior to the bid opening shall be made by addenda issued to all bidders. Each bidder shall acknowledge receipt of each addendum on Page 00300-1 of the Bid Forms.

Interpretations, corrections, or changes of the contract prior to bid opening made in any other manner than as described above will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

13. ENVIRONMENTAL PROVISIONS

It shall be the duty of the CONTRACTOR to familiarize himself with, and to comply with applicable environmental laws in this project.

14. RELEVANT PUBLIC WORKS REQUIREMENTS

It shall be the duty of the CONTRACTOR to familiarize himself with, and to comply with applicable public works requirements. The public works requirements include:

(a) The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.

(b) Workers Compensation coverage, as set forth in Labor Code Section 1860 and 1861.

(c) Maintaining accurate records of the work performed on the public works project as set forth in Labor Code Section 1812.

(d) Inspection of payroll records pursuant to Labor Code Section 1776.

15. SOURCE OF FUNDS AND LIMITATION OF DAMAGES

The CONTRACTOR is hereby informed that funds for this project are limited and are public funds. The District's decision to proceed with this project and to award a contract to the CONTRACTOR is dependent upon the CONTRACTOR's agreement to limit all claims for payments by the District to the unit prices or lump sum bids proposed herein. Further, in the event the CONTRACTOR is awarded the contract for the WORK stated herein and a dispute

arises between the CONTRACTOR and the DISTRICT regarding unreasonable delays, claims for extra compensation, or any of the provisions of the contract, the CONTRACTOR agrees to limit the total of all claims against the DISTRICT for this project, including any damages, to the total funds appropriated by the DISTRICT for this project.

16. METHOD OF AWARD OF CONTRACT

This Contract is a Unit Price Contract. Pricing must be submitted in accordance with these instructions.

a. All Unit Prices on the Bid Schedule are the price for a specified equipment/service contained in Attachment III Equipment Bid Pricing Form.

b. Items listed on the Bid Schedule are typical of roll up door services which may be required during the Contract period.

c. District in no way guarantees that the actual quantity of services.

d. This Contract will be effective starting in January 1, 2027, and ending December 31, 2027, with the option to extend the contract for 4 additional years (Option year 2028 – Option year 2031).

e. The low bidder will be determined by the summation of the Unit Prices of all services listed on Bid Schedule.

f. Lowest responsive bidder will be awarded based upon the total for the low price determination shall be the **sum of package A & B base bid total amounts. Attachment III.**

g. Additional roll up door services may be requested that are not listed in the Bid Schedule. These services will be paid based upon the awarded CONTRACTOR's fee schedule.

17. IDENTIFICATION OF SUBCONTRACTORS

In accordance with Section 4104 of the California Public Contract Code, each bidder, in his bid, shall set forth: (1) the name and location of the place of business of each subcontractor who will perform work or labor, or render services to the CONTRACTOR in or about the construction of the WORK, or improvement, in an amount in excess of one-half of 1 percent of the CONTRACTOR's total bid; and (2) the portion of the WORK which will be done by each such subcontractor. In accordance with Section 4107 of the California Public Contract Code, no contractor whose bid is accepted shall without consent of the District either: (1) substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (3) sublet or subcontract any portion of the WORK in excess of one-half of 1 percent of the CONTRACTOR's total bid as to which his original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code.

18. TIME OF COMPLETION

The District will award a one-year contract through December 31, 2027, with an option to extend, upon mutual consent, for four one-year contracts (Option year 2028, year 2029,

year 2030, year 2031). It is anticipated that the Board of Directors will award the bid at its January 2027 meeting.

19. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to the DISTRICT in writing. Questions may be sent via email to contracts@tdpud.org. Interpretations or clarifications considered necessary by the DISTRICT in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the DISTRICT as having received the Bidding Documents. Questions received less than 3 business days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- END OF SECTION –

SECTION 00300 – BID FORMS

Roll Up Door Services

TO: TRUCKEE DONNER PUBLIC UTILITY DISTRICT
11570 Donner Pass Road
Truckee, California 96161

In compliance with your Notice to Bidders, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 90 calendar days from the date of the opening, to furnish the labor and equipment upon which prices are quoted, at the price set opposite each item.

Date:_____

Bidder:_____

By:_____
(Signature of person authorized to sign this bid)

Title:_____

Address:_____

_____

Phone:_____ Fax:_____

Contractor's Contractor's License No.:_____

Contractor's License Expiration Date:_____

Contractor's License number and expiration date stated herein are made under penalty of perjury.

Seal, if bid by corporation

I acknowledge receipt of the following addenda:

No. 1: _____ signed _____ dated

No. 2: _____ signed _____ dated

No. 3: _____ signed _____ dated

No. 4: _____ signed _____ dated

Roll Up Door Services

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

SCHEDULE OF PRICES

All applicable sales taxes, State and /or Federal, and any other special taxes, patent rights, or royalties shall be included in the prices quoted in this bid. Roll Up Door service will be on an on call basis.

Prices for all items in the bid schedule must be filled in.

a. All Unit Prices on the Bid Schedule are the price for a specified roll up door service.
b. Items listed on the Bid Schedule are typical of roll up door services which may be required during the Contract period.
c. District in no way guarantees that the actual quantity of services.
d. Roll up door service descriptions below represent a sampling of services that may be required and should not be considered inclusive or complete.

Prices for all items in the bid pricing form, contained in Attachment lll Bid Pricing Form, must be filled in.

Lowest responsive bidder will be awarded based upon the total for the low price determination shall be the sum of package A & B base bid total amounts. **Attachment lll.**

On this page, the CONTRACTOR shall list a detailed experience description of the supervisor and support personnel who will be working this job. List only personnel who will actually be on-site during the work.

By signing the Bid on Page 00300-1, Bidder warrants the following:

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares: I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

NAME AND ADDRESS OF SUBCONTRACTORS

Following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder, and the type of work performed.

NAME AND ADDRESS OF SUBCONTRACTOR	TYPE OF SERVICES

SECTION 00350 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Bidder certifies to the best of its knowledge and belief that it, and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or local government entity;

(3) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal. State, or local) with commission of any of the offenses enumerated in paragraph (1) or (2) of this certification; and

(5) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award.

_____

Typed Name & Title of Authorized Representative

_____

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached. ☐

- END OF SECTION –

SECTION 00500 – CONTRACT

ROLL UP DOOR SERVICES

This Contract is entered into as of the ___ day of _____, 2027 by and between the Truckee Donner Public Utility District, a California local public agency ("DISTRICT") and_____ ("Contractor"). District and Contractor may be referred to herein individually as “Party” or collectively as “Parties,” as the context may require. The Parties hereto agree as follows:

1. DESCRIPTION OF WORK.

A. Contractor agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and completely finish in a workmanlike manner to the satisfaction and approval of DISTRICT, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county and DISTRICT ordinances, rules, and regulations, the Project which is described as follows: On-Call Roll Up Door Services.

B. The DISTRICT shall obtain and pay for all required building permits and shall pay any other permit fees, plan check fees, and any similar charges required by public agencies, in connection with the Project.

2. EXTRA WORK. If at any time DISTRICT desires to make any changes to Project, it may do so and the same shall in no way affect or void this Contract, but no such changes shall be made except on DISTRICT's written request. Any such changes that decrease the cost of the Project shall be evaluated on a lump sum basis and this amount shall be deducted from the Contract Price. Any such changes that increase the cost of the Project shall at the DISTRICT's option be evaluated. This extra work shall be held to be completed when the entire Project, as amended by any changes, is finished.

3. TIME FOR COMMENCEMENT. Contractor agrees to commence scheduled work within 30 calendar days after receiving notification to do so from the DISTRICT, if available.

4. CONTRACT PRICE. The DISTRICT shall pay Contractor for such labor and materials the standard rates set forth in Bid Schedules A and B.

5. TERMINATION OF CONTRACT/DAMAGES.

A. Should Contractor at any time during the progress of the Project refuse or neglect to supply sufficient materials or workmen to complete the Project for a period of more than seven (7) days after having been notified by DISTRICT to furnish them, or should Contractor at any time during the progress of the work refuse or fail to make prompt payment to subcontractors, laborers or materialmen for labor performed on or materials furnished to the Project for a period of more than seven (7) days after having been notified by DISTRICT to make said payments, DISTRICT may terminate this Contract and contract for completion of the work or complete the work itself.

B. Should DISTRICT fail to pay Contractor within seven (7) days after payment becomes due as provided herein any amount payable by DISTRICT to Contractor pursuant to this Contract, Contractor may, following seven (7) days' written notice thereof to DISTRICT, terminate his services under this Contract until all past-due payments have been received by Contractor or are set aside in an escrow; and, additionally, Contractor may recover from DISTRICT all damages allowed by law.

6. DISCHARGE OF LIENS.

If at any time during the progress of the work or before the final payment is made, any lien or claim of lien is filed, or notification to withhold money for labor or materials furnished by or through Contractor under this Contract is served on DISTRICT, the DISTRICT shall have the right to withhold from any payment due Contractor, an amount equal to one and one-half (1-1/2) times the amount of any or all such liens, claims or notices. If Contractor has not settled the liens or claims by the date of completion of the Project, DISTRICT

shall have the right, but shall not be obliged, to discharge any and all such liens or claims out of the withheld money.

7. INDEMNITY CONTRACT. Contractor shall defend, indemnify and save harmless DISTRICT and its elected and appointed officials, employees, agents of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of Contractor, any subcontractor, or any employees of DISTRICT, Contractor, or any subcontractor, or any other person, and damages to or destruction of property of the DISTRICT or any other person, arising out of or in any manner directly or indirectly connected with the work to be performed under this Contract, however caused, regardless of any negligence of the DISTRICT or its officials, employees or agents, be it active or passive, except the sole negligence or willful misconduct of DISTRICT or its officials, employees or agents. Said defense and indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by DISTRICT and shall include any and all penalties imposed upon the DISTRICT on account of the violation of any law or regulation by Contractor.

8. INSURANCE.

A. Before commencement of any work under this Contract, Contractor shall take out and thereafter during the life of this Contract maintain in full force and effect an insurance policy written upon a form and by a company which meets with the approval of DISTRICT, insuring DISTRICT, its elected and appointed officials, employees and agents against loss or liability which may arise during the work on the Project, or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of $1,000,000 for the death of or injury to any person in any one accident, and $2,000,000 for the death of or injury to more than one person in any one accident, and $500,000 for property damage in any one accident. Said policy shall be written in favor of Contractor and all subcontractors and endorsed to name DISTRICT, its elected and appointed officials, employees and agents, as additional insureds and shall be maintained in full force and effect until the Project is unconditionally accepted by DISTRICT. This insurance policy shall state by its terms that it shall not be canceled without thirty (30) days written notice thereto having been given to DISTRICT, that the right of subrogation is waived the and that coverage is provided on a primary and non-contributory basis.

B. Before commencement of any work under this Contract, Contractor shall take out and thereafter during the life of this Contract, maintain in full force and effect compensation insurance covering Contractor's full liability for compensation to any person or persons who are or may be engaged in the execution of the work done under this Contract, and to the dependents of such person or persons in compliance with all Workers' Compensation Insurance and Safety Laws of the State of California and amendments thereto. By signing this Contract below, Contractor, in accordance with California Labor Code Section 1860, makes the following certification:

> "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

C. Copies of the insurance policies and endorsements thereto shall be filed with and approved by DISTRICT before commencement of the Project. Contractor shall pay any and all deductibles required by these insurance policies.

9. RESERVED.

10. CONTRACTOR'S WAIVER. Contractor agrees to waive the provisions of California Civil Code Section 2819 with respect to Contractor and any surety engaged by Contractor to provide a performance and payment bonds pursuant to this Contract.

11. UNAVOIDABLE DELAYS AND DEFAULTS. Either Party, Contractor or DISTRICT, shall be excused for any delays or defaults by it in the performance of this Contract unavoidably caused by the act of the other,

or the agents or subcontractors or suppliers of the other, and the Contractor shall be excused for any delays or defaults caused by Acts of God that Contractor could not have reasonably foreseen and provided for, by stormy weather which prevents the work, by strikes, by walk-outs, by civil disorders, by boycotts, or by failure to obtain the necessary materials due to governmental acts, restrictions or regulations, and the time for completion of the Project shall be extended thereby provided that Contractor makes a written request to the DISTRICT for such extension with fifteen (15) days of the date of the event giving rise to Contractor's inability to timely perform and such request is approved by the DISTRICT.

12. RESERVED.

13. EMPLOYMENT - NON-DISCRIMINATION. Contractor shall comply strictly with applicable federal, state, and local requirements relating to the establishment of non-discriminatory practices in hiring and employment.

14. GUARANTEE. Contractor guarantees that all equipment, materials, supplies, and work furnished on the Project will be free from faulty materials and workmanship and guarantees same against defects in products and workmanship. The guarantee for the equipment, materials and supplies shall be the same warranty as that provided by the manufacturer. The warranty for the workmanship shall continue for one (1) year from the date of completion of the work.

15. LAWS AND REGULATIONS. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to the Project. If Contractor observes that the work required under this Contract is at variance therewith, he shall promptly notify DISTRICT in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If Contractor performs any work contrary to such laws, ordinances, rules and regulations, and without written notice to DISTRICT, it shall bear all costs arising therefrom.

16. PREVAILING WAGES, EMPLOYMENT OF APPRENTICES AND PAY. Contractor and its subcontractors shall comply with provisions of the California Labor Code, several provisions of which are set forth on Exhibit "A", attached hereto and incorporated herein by this reference, related to the payment of prevailing wages, the employment of apprentices and pay.

A. In accordance with California Labor Code Sections 1771 and 1774, Contractor and its subcontractors shall pay all workers no less than the prevailing wage rate and no less than the prevailing rate of per diem wages for holiday and overtime work as established by the California Labor Commissioner. Failure to pay prevailing wages will result in the requirement to pay a penalty to the State of California or DISTRICT in an amount determined by the California Labor Commissioner in accordance with California Labor Code Section 1775.

B. In accordance with California Labor Code Section 1771.1, Contractor is notified that it and its subcontractors shall not be qualified to bid on or be listed in a bid proposal subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. Contractor shall provide DISTRICT with proof of its current registration to perform public work pursuant to California Labor Code Section 1725.5 prior to commencing any work pursuant to this Contract.

C. In accordance with California Labor Code Section 1771.4, (1) the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations; (2) the Contractor shall post job site notices, as prescribed by regulation of the California Department of Industrial Relations; and (3) the Contractor and each subcontractor shall furnish the records specified in California Labor Code Section 1776 directly to the California Labor Commissioner at least monthly in a format prescribed by the California Labor Commissioner.

D. In accordance with California Labor Code Section 1773.2, DISTRICT has determined the general prevailing rates of wages applicable to the work to be done. These rates are set forth in a schedule

located at the DISTRICT office; said schedule is available to any interested Party on request. The Contractor shall post a copy at the jobsite.

E. Contractor and its subcontractors shall keep and file accurate payroll records and comply in all respects with California Labor Code Section 1776.

F. Contractor shall employ apprentices and comply in all respects with California Labor Code Section 1777.5.

G. In accordance with California Labor Code Sections 1810-1815, Contractor and its subcontractors shall pay their employees for all work performed pursuant to this contract for all hours worked in excess of 8 hours per day or 40 hours during any one week at not less than 1 ½ times the basic rate of pay. If the Contractor or its subcontractor fails to compensate its employees as set forth herein and as required by law, then it shall, as a penalty to the State of California or DISTRICT, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week.

17. CUSTOMER RELATIONS. Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the DISTRICT's public relations. Contractor agrees that complaints of any nature received from the public or from public authorities shall receive immediate attention. All complaints and any action taken by the Contractor with respect to such complaints shall be reported to DISTRICT.

18. CLEAN-UP. Contractor shall keep the work site reasonably clear during the progress of the work. Before this Contract shall be considered complete, Contractor shall clean out ditches that may have been filled during the work, replace damaged surfacing, remove surplus materials and trash, dispose of brush, repair all damages, and otherwise leave the Project in a neat, orderly and workmanlike condition. The surface of the land surrounding the job site shall be returned to its natural contour and condition, and exposed and unsightly stumps, boulders or rocks shall be removed. If the Contractor fails to clean-up to the satisfaction of the DISTRICT, DISTRICT may do so and the cost thereof shall be charged to the Contractor.

19. CLAIM BY CONTRACTOR. Any claim brought by a contractor in an amount of $375,000 or less which arises out of the terms of this Contract shall be filed and thereafter adjudicated pursuant to California Public Contract Code Sections 20104-20104.6, which provide for the filing of a written claim, consideration of the claim by DISTRICT, an opportunity to meet and confer, and the possibility of judicially-ordered mediation and/or arbitration. Contractor is advised that California Public Contract Code Sections 20104-20104.6 contain strict time limits and procedural requirements, and contractor is advised to consult with an attorney in the event that it desires to file a claim with the DISTRICT.

20. WORK INVOLVING TRENCHING OR EXCAVATION. For any work which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order according the procedure described above. In the event a dispute arises between DISTRICT and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost of, or performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided by this Contract, but shall proceed with all work to be performed under this Contract. The Contractor shall retain any and all rights provided either by this contract or by law which pertain to resolution of disputes and protests

between contracting parties.

21. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES. In the event of any litigation concerning any controversy, claim or dispute between the Parties hereto, arising out of or relating to this Contractor the breach hereof, or the interpretation hereof, the prevailing Party shall be entitled to recover from the losing Party reasonable expenses, attorneys' fees, experts' fees and consultants' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

22. ASSIGNMENT. Neither Party may assign this Contract, or payments due under the Contract, without the written consent of the other Party.

23. GOVERNING LAW. This Contract shall be construed in accordance with, and governed by, the laws of the State of California.

24. FORUM. Any litigation to enforce or interpret the provisions of this Contractor the Parties' rights and liabilities arising out of this Contractor the performance hereunder shall be maintained only in the courts in the County of Nevada, State of California.

25. SOLE AND ONLY CONTRACT. This Contract, including any exhibits attached hereto, constitutes the sole and only Contract of the Parties hereto relating to the Project and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior Contracts, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

26. DISTRICT POWERS. Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the DISTRICT by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of DISTRICT.

27. TIME OF ESSENCE. Time is of the essence in this Contract.

28. SEVERABILITY. In the event that any part or provision of this Contract is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Contract.

CONTRACTOR:	DISTRICT:
By: _____	By: _____
_____	Brian C. Wright, General Manager

California State
Contractor's License No.

EXHIBIT “A”
CALIFORNIA LABOR CODE
(As Required by Labor Code Section 1775)

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. (iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided

nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, District, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information
Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding

body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1 to 5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1 to 5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

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

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses

of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

ATTACHMENT I – REQUIREMENTS

1 GENERAL

1.1 Contractor shall provide all labor, materials and equipment necessary to provide semiannual preventative maintenance, and repair/installation services as needed for Truckee Donner Public Utility District's overhead/rollup doors.

1.2 Contractor shall provide trained and experienced mechanics who are knowledgeable and capable of diagnosing and repairing problems with both electrical and mechanical portions of overhead/rollup doors.

1.3 Contractor shall provide all lifting materials and equipment needed to perform the required maintenance and repair services including, but not limited to, scissor lifts, scaffolding and ladders.

1.4 Contractor shall provide worker protective equipment in accordance with the California Occupational Safety and Health Administration (Cal-OSHA) and generally accepted industry practices for safe and efficient operation.

2 INITIAL ASSESSMENT OF DOORS

2.1 The successful bidder shall perform an initial walkthrough and assessment of each overhead/rollup door at the locations stated in Attachment 1B.

2.2 The assessment shall include the following tasks.

2.2.1 Overall assessments of:

2.2.1.1 Doors (including quality of engineering and installation);

2.2.1.2 Rollers;

2.2.1.3 Tracks;

2.2.1.4 Springs; and

2.2.1.5 Eye sensors.

2.2.1.6 Remote devices and switches

2.2.1.7 Windows and Glazing

3 PREVENTATIVE MAINTENANCE

Contractor shall perform semiannual preventative maintenance services on Truckee Donner Public Utility District's overhead/rollup doors. For each door:

3.1 Contractor shall operate the door, look, and listen for any obvious abnormalities.

3.2 Contractor shall inspect rollers, hinges, cables, door panels, operator drive chain/belt, electrical connections, reversing switches/relays, counter.

3.3 Contractor shall thoroughly inspect the curtain and foot piece for damage or excessive wear.

3.4 Contractor shall inspect and tighten all set screws, mounting, mounting bolts, and anchors.

3.5 Contractor shall inspect the door tension and adjust as needed.

3.6 Contractor shall inspect and lubricate all bearings and fittings (some may be concealed depending on the make of the door).

3.7 Contractor shall inspect and lubricate the motor operator.

3.8 Contractor shall inspect clutch and brakes.

3.9 Contractor shall inspect all electrical lines, connections, components and control stations.

3.10 Contractor shall inspect hand-chain assembly.

3.11 Contractor shall lubricate hinges, rollers, operator, operator chain, guides, gear boxes, springs, and sprockets.

3.12 Contractor shall adjust counterbalance springs, operator limit switches, operator brakes, operator belts, operator clutch, reversing devices.

3.13 Contractor shall inspect door alignment.

3.14 Contractor shall note any damage to door or door components.

3.15 Contractor shall install inspection sticker upon conclusion of the semiannual preventative maintenance.

3.16 Contractor shall record final running amps.

3.17 Contractor shall inspect and test each remote device to ensure functionality.

3.18 Contractor shall furnish Truckee Donner Public Utility District with a detailed report of findings annually in digital format.

4 REPAIR/INSTALLATION SERVICES

4.1 Contractor shall perform repair services on the overhead/rollup doors as needed, including windows and glazing.

4.2 When repairs are required, Contractor shall provide a quote for repairs to the District. The quote shall detail the specific repair requirements, designated job location, and estimated prices for the repairs.

4.3 At no time shall Contractor begin work before the District has approved the submitted quote.

4.4 Repairs shall be completed in a timely, efficient manner to ensure the doors are operational as soon as possible.

4.5 Manufacturer’s warranty shall apply to all parts.

4.6 Labor shall be warranted for one year from date of repair.

4.7 Emergency Repairs

4.7.1 Contractor shall perform emergency repairs as needed.

CALLS FOR SERVICE

4.8 Contractor shall provide and maintain a twenty-four (24) hour, seven (7) day per week telephone answering system/call center, capable of contacting and dispatching service personnel. A telephone answering machine will not be acceptable.

4.9 Contractor shall respond to regular calls for service on the same day they are received, if possible, but no later than the next calendar day. All work shall be performed during normal business hours (7:00 am – 5:00 pm Monday through Friday, excluding holidays except for emergencies).

4.10 Contractor shall provide a quote for repairs upon request from the District. The quote shall detail the specific repair requirements, designated job location, and estimated price for the services.

4.11 At no time shall Contractor begin work before the District has approved the submitted quote.

4.12 If repairs cannot be completed during normal business hours, the door shall be secured in the full-open or full-closed position, per District instructions. Contractor shall not perform work after hours without District approval.

4.13 Emergency Repairs

4.13.1 Contractor shall respond to emergency calls for service immediately.

4.13.2 Contractor shall perform emergency repairs and continue the work until completed.

5 CONTRACTOR PERSONNEL

5.1 Contractor shall provide the District a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names and emergency telephone numbers. Contractor shall be responsible for keeping the list up to date. If requested, resumes and background information will also be provided. The District reserves the right to review for acceptance prior to assignment of personnel to the contract.

5.2 All proposed employees shall present a professional appearance, be neat, clean and well groomed; courteous, properly uniformed and conduct themselves in a respectable manner in the performance of their duties and while on District property. In the event the successful respondent wishes to substitute personnel, such personnel shall meet or exceed the qualifications in accordance with these specifications. All personnel will be subject to prior approval by the District.

6 CONTRACTOR RESPONSIBILITIES

6.1 Upon arrival at each site, Contractor shall:

6.1.1 Check-in with the designated contact person on site.

6.1.2 Evaluate the specific materials and labor required to complete the repair.

6.1.2.1 Develop an estimate of the expected cost.

6.1.2.2 Develop an estimate time of completion if parts are not readily available and need to be ordered.

6.1.2.3 Develop potential alternatives, with costs, in case of repair vs. replacements.

6.1.3 Advise the department contact person of the work to be performed and estimated cost of repairs or obtain approval for additional work. Proceed with work only after receiving authorization.

6.1.4 Prepare a service call report detailing the work performed and leave a copy of report on site. The report shall include time of arrival; time of departure; brief summary of the request; detailed summary of the work performed; summary of any additional work required or recommended.

Attachment II – Overhead Rollup Door and Equipment Log

11570 Donner Pass Road

Truckee, California, 96161

Electrical Garage

Quantity 1 - Elite Series Lift Master Model # 3595S ¾ motor

Quantity 1 - Lift Master T501L5, ½ HP

Quantity 1 - Lift master Model # BT-211

Quantity 3 - Lift Master Maxum TDC7S1BMC commercial Trolly

Water Garage

Quantity 3 - Elite Series Lift Master Model # 3595S ¾ Motor

Quantity 2 - Lift Master Maxum TDC7S1BMC commercial Trolly

Quantity 2 - Lift master Model # Model # BT-211

Vehicle Maintenance Garage

Quantity 2 –

- Power Master R&S Automation Model # H. Serial# DJ105028FL
- Power Master R&S Automation Model # T. Serial# CP190075 ½ motor

Warehouse Garage

Quantity 2 – Power Master R&S Automation Model # H. Serial# KI1826FL

Quantity 1 - Lift Master GH Logic 5.0

Lobby

Quantity 2 - Cornell Cookson MGRL 33 11E HP: 1/3 115V Motor # AC46-45-4

ATTACHMENT III – BID PRICING FORM

This is a worksheet only. Bidder must enter prices.

Bidder agrees to provide the required services in accordance with the terms of this bid and related documents at the following prices:

Package A: Truckee Donner Public Utility District Roll Up Door Preventative Maintenance

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT COST	EXTENDED COST TOTAL
1	Semiannual Inspection and Preventative Maintenance – 1 Door	1 ea.	$	$
2	Rollup/Overhead Door; Semiannual Inspection and Preventative Maintenance Services **Hourly Rate**: M-F 7:00 AM – 5:00 PM **ONLY**	1 hr.	$	$
3	Misc. Materials/Equipment @ Cost Plus % Markup		%	
4	TOTAL BASE BID			$

The Package A Base Bid TOTAL (Line item 4) Indicated in words:

_____Dollars, and _____Cents

Package B: District Roll Up Door Repair/Installation Services

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT COST	EXTENDED COST TOTAL
5	Rollup/ Overhead Door; Repair/Installation Services Hourly Rate: M-F 7:00 AM – 5:00 PM	1 hr.	$	$
6	Rollup/ Overhead Door; Repair/Installation Services Hourly Rate: Overtime	1 hr.	$	$
7	Rollup/ Overhead Door; Repair/Installation Services Hourly Rate: Double-time	1 hr.	$	$
8	Misc. Materials/Equipment @ Cost Plus % Markup		%	
9	TOTAL BASE BID			$

The Package B Base Bid TOTAL (Line item 10) Indicated in words:

_____Dollars, and _____Cents

Package C: District Roll Up Door Maintenance Services

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT COST	EXTENDED COST TOTAL
10	Sum of Package A + B = Base Bid Total:			$

NOTES:

1. The estimated quantities provided by Truckee Donner Public Utility District are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the District. Any variations from to these estimated quantities shall not entitle the Bidder to an adjustment in the unit price or to any additional compensation.

2. Do not include sales tax in your bid. Prior to award of contract, the District will confer with the successful Bidder to review applicable sales and use taxes and make required adjustments.

3. The low-price determination shall be the sum of Package A & B Base Bid Total amounts (Package C: Line 10).

4. Consideration for local and small business preference will be applied to the base bid by the District as applicable per District Code.

5. Only prices that appear on District Contract Bid sheets will be considered. No other pages with prices, no attached price lists (except those requested) and no catalogue prices will be considered.

6. Shipping and delivery shall be FOB Destination, prepaid unless specified as a separate line item on Bid Pricing Form.