REQUEST FOR PROPOSALS FOR

Truckee Donner Public Utility District
Locate and Mark (USAN)

PROPOSAL DUE – 4:00 p.m.
Thursday, December 3, 2026

Contact Person: Contracts Administrator
contracts@tdpud.org
Truckee Donner Public Utility District
11570 Donner Pass Road, Truckee, CA 96161

1.0 Purpose

The Truckee Donner Public Utility District (District) intends to solicit proposals from qualified contractors to provide comprehensive utility locating and marking services for District-owned water, electric, and fiber optic facilities.

The Contractor shall provide complete end-to-end management of the District's Underground Service Alert of Northern California and Nevada (USA North 811) program, including ticket administration, utility locating, utility marking, positive response management, customer coordination, reporting, and program administration.
The District intends to award a contract to a single Contractor capable of providing all services described in this Request for Proposals (RFP) and Attachment B – Statement of Work and Technical Specifications.

2.0 Project Description

Truckee Donner Public Utility District is a California Special District providing electric and water utility services within the greater Truckee area.

The District owns and operates:

- Electric distribution facilities
- Water transmission and distribution facilities
- District-owned fiber optic infrastructure

The District seeks a qualified Contractor to manage utility locate and marking services in a manner that:

- Protect public safety
- Prevents damage to District facilities
- Supports excavation activities
- Maintains regulatory compliance
- Improves operational efficiency
- Enhances utility record accuracy
  The District intends to implement this contract as a one (1) year pilot program with the option for up to three (3) additional one-year extensions at the sole discretion of the District

3.0 Instructions to Proposers

3.1 RFP Schedule

The estimated RFP timeline is as follows:

RFP issued	November 9, 2026
Deadline for questions, clarifications	November 18, 2026
Proposals due	December 3, 2026
Consultant selection and contract preparation	December 3, 2026-January 21, 2027
Contract awarded	January 6 or January 20, 2027
Commencement of services	Approximately February 1, 2027

3.2 Questions and Clarifications

Written questions regarding this RFP may be submitted by mail or e-mail on or before 4:00 PM, November 18, 2026, to:

Contracts Administrator
Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, CA 96161
contracts@tdpud.org

Correspondence must indicate that it is an RFP Question so as not to confuse it with a sealed Proposal.

3.3 Addenda

Interpretations or clarifications considered necessary by the District will be in the form of an addendum to the Request for Proposal, and when issued, will be on file with the District.

All addenda will be distributed to each known person holding the Request for Proposal, but it shall be the Proposers responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Request for Proposal, and all Proposers shall be bound by such addenda, whether or not received by the Proposers.

The District will not be bound by any information, explanation, clarification, or any interpretation, oral or written that is not incorporated into an addendum to the Request for Proposal. No response will be made to inquiries received after the RFP Questions Deadline.

3.4 Submission of Proposals

All proposals shall be submitted to:

Contracts Administrator
Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, California 96161

Proposals must be received no later than 4:00 p.m. on Thursday, December 3, 2026.
Late submittals will not be accepted

The Proposer shall submit THREE (3) hard copies of the proposal in a sealed envelope labeled “TDPUD Website Design and Implementation” and addressed as noted above or submit a proposal electronically to contracts@tdpud.org with the subject “TDPUD Locate and Mark (USAN) RFP”

A Consultant may not submit multiple proposals for this RFP. Consultant may list various options associated within their proposal.

3.5 Presentation to the District's Board of Directors

Upon review of the written proposals, certain Contractors may be required to make a presentation to the District's Board of Directors. The Contractor shall be provided sufficient prior notice to allow for preparation of such a presentation. The costs associated with pre-award presentations shall be borne by the Contractor.

3.6 Rights of the District

The District reserves the right to accept or reject, in total or in part, any Proposal.

While each proposal will be considered objectively, the District assumes no obligation to accept or take action on any proposal. All proposals must be complete, including cost information and with the signature of a Proposers' representative authorized to bind the company. Proposals will be considered incomplete if they do not bear the signature of an agent of the Proposer who is in a position to bind a contract.

The proposal can be withdrawn at any time, if requested in writing, until the deadline date, at which time it will be considered firm.

Nothing contained in this RFP shall create a contractual relationship between the Proposer and the District. The Consultant assumes the responsibility for all costs incurred in responding to this RFP. It is understood and agreed that the District assumes no liability for the Consultant's costs incurred in responding to this RFP.

4.0 Scope of Work

The District intends that a single Contractor will be the point of contact for the purposes of this RFP and project.

The detailed technical requirements are provided in:

Attachment B – Statement of Work and Technical Specifications

The Contractor shall provide all services necessary to perform utility locating and marking services, including:

- USA North 811 administration
- Utility locating and marking
- Positive response management
- Customer and excavator coordination
- Emergency response
- Reporting
- Program administration

The Contractor shall comply with all requirements contained in Attachment B

5.0 Proposal Requirements

The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the District's requirements and its approach to successfully provide the services on time and within budget. To facilitate the comparative analysis and evaluation of all proposals, it is required that the proposals are submitted in the format prescribed. The formats are designed to ensure that information essential for a comprehensive evaluation is submitted in a consistent manner.

5.1 Letter of Proposal Submission

The Proposer shall submit a letter (two page maximum) including information that should be highlighted from the Proposal or key information for the selection committee to consider that are not covered in the Proposal requirements. The letter should include the company name, company address, and name, address and telephone number of the contact person who will be authorized to make presentations for the firm. The letter must bear the signature of a person with binding authority for the firm. Any attachments referenced in the Letter of Proposal do not count towards the two page maximum limit.

5.2 Company Information and Qualifications

The Contractor shall provide:

- Company overview
- Years in business
- California utility locating experience
- Number of locating technicians
- Number of California-based personnel
- Safety statistics
- Utility client references
- Organizational structure

5.3 Technical Approach

Describe the Contractor's approach to:

USA North 811 Administration

• Ticket monitoring
• Ticket processing
• Positive response management
• USA North 811 compliance procedures
• Ticket lifecycle management

Utility Locating

• Equipment utilized
• Locating methodologies
• Quality assurance procedures
• Geographic Information System (GIS) review process
• Procedures for locating water, electric, and fiber optic facilities
• Procedures for remark requests

• Procedures for identifying and reporting mapping discrepancies

Emergency Response

- Staffing model
- After-hours response procedures
- Emergency response procedures
- Escalation procedures
- Ability to meet the required two (2) hour emergency response time

Reporting and Program Administration

- Key Performance Indicator (KPI) tracking
- Positive response compliance tracking
- GIS discrepancy tracking
- Locate accuracy metrics Damage prevention metrics
- Utility locate management system capabilities
- Reporting methodologies and sample reports

Customer and Excavator Coordination

- Procedures for responding to excavator inquiries
- Coordination of field meetings
- Resolution of locate-related issues
- Escalation procedures for unresolved issues requiring District involvement

5.4 Cost Proposal

Provide the proposed cost for the services described in this RFP and Attachment B.

Include:

- Completed Attachment C – Cost Proposal Form
- Not-to-Exceed Annual Cost
- Hourly Rate Schedule
- Identification of any optional services

5.5 Supplemental Information

Provide any additional information supporting the proposal.

6.0 Selection Criteria

The District will review and evaluate all properly submitted proposals that are received on or before the proposal deadline. The District will select the proposal that is determined to be the

most advantageous to the District after considering the criteria and weighting factors set forth below.

The District may consider additional information obtained through reference checks, interviews, clarification requests, demonstrations, site visits, and review of the Proposer's past performance on similar projects.

The District reserves the right to request additional information from any Proposer and to conduct interviews with one or more Proposers prior to final selection.

The proposal determined to provide the best overall value to the District may not necessarily be the proposal with the lowest cost.

The following criteria will be utilized in evaluating proposals:

Qualifications and Experience – 30%

Experience of the firm and key personnel in providing utility locate and marking services for public agencies, electric utilities, water utilities, communication systems, and similar infrastructure. Consideration will be given to the firm's experience, staffing resources, safety record, years in business, and demonstrated ability to successfully manage utility locating programs.

Technical Approach – 30%

Understanding of the District's requirements and the quality, completeness, and effectiveness of the proposed approach for performing the services described in this RFP and Attachment B. Consideration will be given to USA North 811 administration, locating methodologies, quality assurance processes, emergency response capabilities, reporting systems, and overall program management.

Performance History and References – 15%

Past performance on similar projects and feedback received from references. Consideration will be given to responsiveness, compliance history, locate accuracy, customer service, ability to meet performance standards, and overall client satisfaction.

Cost Proposal – 20%

Evaluation of the proposed pricing structure, not-to-exceed costs, hourly rates, unit pricing, and overall value provided to the District.

Completeness and Responsiveness – 5%

Completeness, organization, responsiveness, and overall quality of the proposal submitted. Consideration will be given to the Proposer's compliance with the requirements of this RFP and the clarity of the information provided.

Total – 100%

6.1 Local Preference Procurement Policy

A 5% local preference shall be applied towards the fee component when scoring the proposal. In order to qualify for the above local preference, a Consultant or business must either:

1. Be a District rate payer in good standing for the past six months,
2. Receive District power or water at their business location for the past six months; paid by a third party.

7.0 Award of Contract

A response to this RFP is an offer to contract with the District based upon the Scope of Work and the District's standard Professional Services Agreement, a copy of which is included in Attachment A.

The District reserves the right to negotiate the final terms and conditions, prior to award, for modifications to scope, price, and/or schedule.

If the District and the highest-ranked Proposer are unable to successfully negotiate a contract, the District reserves the right to negotiate with successively lower-ranked Proposers until a contract is executed or all negotiations are terminated.

The District intends to award a contract to the Proposer whose proposal is determined to be the most advantageous to the District, taking into consideration the evaluation criteria identified in Section 6.0.

8.0 Additional Contract Terms and Conditions

The Contractor's proposal, any addenda issued by the District, and responses to requests for clarification may be incorporated into and become part of the final Agreement.

Unless otherwise stated in the proposal, the Proposer agrees to the terms and conditions contained in Attachment A – Professional Services Agreement.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, and permit requirements applicable to the services provided under this Agreement.

Contract Term

The District intends to implement this contract as a one (1) year pilot program.

Upon successful completion of the pilot program, the District may, at its sole discretion, extend the contract for up to three (3) additional one-year terms.

Nothing contained herein shall obligate the District to exercise any option year.

ATTACHMENTS

Attachment A – Professional Services Agreement

Attachment B – Statement of Work and Technical Specifications

Attachment C – Cost Proposal Form

Attachment D – Evaluation Criteria and Scoring Matrix

Attachment E – Reference Form

Attachment A – Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES
TRUCKEE DONNER PUBLIC UTILITY DISTRICT
11570 Donner Pass Road
Truckee, California 96161
Telephone (530) 587-3896

Date:

Project Name:

CONSULTANT:

The terms of this Agreement are contained in the body of the Agreement and in Attachments A through D. Each attachment is incorporated herein by reference and becomes an integral part of this Agreement between the parties when the Agreement is signed. IN THE EVENT THAT THERE IS ANY INCONSISTENCY BETWEEN TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT AND TERMS AND CONDITIONS IN THE ATTACHMENTS, THE TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT CONTROL OVER ANY INCONSISTENT TERM OR PROVISION IN THE ATTACHMENTS.

For your protection, make sure that you read and understand all provisions before signing.

Instructions: Sign and return original. Upon acceptance by the TRUCKEE DONNER PUBLIC UTILITY DISTRICT, a copy will be signed by the District's authorized representative and returned to you. Insert the name/s of your authorized representative(s) in the place provided.

1.0 TERM OF THE AGREEMENT

1.1 This Agreement shall be effective on the date that it is executed by the District.

1.2 The Consultant shall commence the performance of the Professional Services immediately after the fee and schedule are agreed upon and a written Notice To Proceed is issued. Time is of the essence of this Agreement. Failure to meet the schedule contained in this Agreement shall constitute a default by the Consultant.

1.3 This Agreement shall expire on:

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK ATTACHMENT A

2.1 Consultant shall provide the professional services which are described in ATTACHMENT A, hereinafter referred to as "Professional Services."

2.2 Consultant shall perform all the tasks required to accomplish the Professional Services in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the Consultant. The Consultant shall comply with applicable standards of professional care in the performance of the Professional Services. Where any circumstance exists for which the Consultant must make a judgment that could result in a materially different change in condition, the Consultant shall advise the Contract Officer in advance and request specific direction.

2.3 The Consultant shall, without additional compensation, correct or revise any Professional Services that do not meet the standard of professional responsibility.

2.4 The District's review, approval or acceptance of, or payment for, the services required under this Agreement shall not be construed to operate as a release or waiver of any rights of the District under this

Agreement or of any cause of action arising out of Consultant's performance of this Agreement, and Consultant is responsible to the District for all damages to the District caused by the Consultant's performance of any of the services under this Agreement.

2.5 Consultant shall maintain all of its records related to the project for a minimum of five (5) years from the date of final payment. Consultant shall permit representatives of the District to review all project related records.

2.6 Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by construction contractor for the project or the health or safety precautions and programs incident to the work of such contractor, and shall not be responsible for construction contractor's failure to carry out work in accordance with the contract documents. Construction contractor is solely and completely responsible for jobsite conditions including the safety of all persons and property.

3.0 PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS B and C)

3.1 The amount of payment to Consultant for providing the Professional Services is set forth in ATTACHMENT B. No payment shall be allowed for unless specifically described in ATTACHMENT B**.**

3.2 Consultant shall not be entitled to any additional fees for work incidental to the design, for any design clarifications, or for changes resulting from errors or omissions by the Consultant or any Sub-Consultant.

3.3 A Project Schedule showing all milestones has been developed by the Consultant and is attached as ATTACHMENT C.

4.0 DISTRICT'S OBLIGATIONS

4.1 District shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the Consultant's services as shown on ATTACHMENT C.

4.2 The District's General Manager or a designated District Representative shall serve as the District's "Contract Officer" for this Agreement and has the authority to execute this Agreement, direct the Consultant, approve actions, request changes, and approve additional services. Any obligation of the District shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this Agreement unless specifically delegated in writing.

5.0 SUBCONTRACTING (ATTACHMENT D)

5.1 The name and location of the place of business of each Sub-Consultant that Consultant will use to perform work or render service to the Consultant in performing this Agreement is contained in ATTACHMENT D. No change to any Sub-Consultant shall be made without the written approval of the Contract Officer.

5.2 If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the District for the acts and omissions of Consultant's Sub-Consultants and for the persons either directly or indirectly employed by the Sub-Consultants, as Consultant is for the acts and omissions of Consultant and persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any Sub-Consultant of Consultant and the District. Consultant shall bind every Sub-Consultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the Contract Officer.

5.3 The District may unilaterally reduce the scope of work to be performed by the Consultant. Upon doing so, District and Consultant agree to meet and confer in good faith to negotiate a deductive change order.

6.0 CHANGES TO THE SCOPE OF WORK

The Consultant shall not perform work in excess of the Professional Services without the prior written approval of the Contract Officer. All requests for extra work shall be by written Change Order submitted to the Contract Officer and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

7.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of the District, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever unless approved by the Contract Officer.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of Consultant's failure to prosecute, deliver, or perform the Professional Services, or where the Consultant fails to perform the work in accordance with the project schedule (ATTACHMENT C), the District may terminate this Agreement for cause by notifying Consultant by certified mail of said termination. Thereupon, Consultant shall cease work and within five (5) working days, assemble all documents owned by the District and in Consultant's possession, and deliver said documents to the District, and ensure that all work in progress is placed in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work that Consultant has performed that is usable and of worth to the District. Based upon that finding, the Contract Officer shall determine any final payment due to Consultant.

8.2 This Agreement may be terminated by the District, without cause, upon the giving of fifteen (15) days written notice by certified mail to the Consultant. Prior to the fifteenth (15th) day following the giving of the notice, the Consultant shall cease work, assemble all documents owned by the District and in Consultant's possession and deliver said documents to the District, and ensure that all work in progress is placed in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work that Consultant has performed that is usable and of worth to the District. Based upon that finding, the Contract Officer shall determine any final payment due to Consultant.

9.0 PROFESSIONAL RELATIONSHIP. Consultant shall serve as the District's professional representative with respect to the Professional Services.

10.0 PARTIES TO ACT IN GOOD FAITH. District and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both District and Consultant shall endeavor to maintain good working relationships among members of the project team.

11.0 LIMITATION ON DIRECTIVES TO CONSULTANT. CONSULTANT shall not accept direction or orders from any person other than the Contract Officer or the person(s) whose name(s) is (are) inserted on Page 9 as "other authorized representative(s)."

12.0 PERFORMANCE OF WORK BY THIRD PARTIES. District acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its sub-contractors.

13.0 CHANGES IN SCOPE OF WORK--EXTRA SERVICES. District agrees that if District requests services not specified in the scope of services described in this Agreement, District will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement. Any change in the scope of the Professional Services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the Professional Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the District's "authorized

representative(s)". Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

14.0 PERMITS. Permits required by governmental authorities will be obtained at Owner's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

15.0 TERMS OF PAYMENT. Payment, unless otherwise specified in Attachment C, is to be thirty (30) days after acceptance by the District. For Professional Services performed by the Consultant, the District shall pay the Consultant in accordance with monthly statements submitted by the Consultant based upon the percentage of work completed during the preceding month. Payment for extra services shall be based on monthly statements submitted by the Consultant for the extra services performed by the Consultant during the proceeding month. The Consultant shall be paid interest on payments due from the District which are not received within thirty (30) days of the date of billing. The interest rate shall be one percent (1%) per month on the unpaid balance or the maximum legal rate that the District can pay, whichever is less.

16.0 INDEMNIFICATION. Consultant shall defend, indemnify and hold the District, its directors, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the active negligence, recklessness or willful misconduct of Consultant under this Agreement. Consultant shall also defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and Consultant shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects Consultant's operations (as opposed to Consultant's Professional Services), Consultant shall also provide the District a defense, and indemnify and hold the District harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs through and as an additional insured to Consultant's commercial general liability policy.

17.0 WORKERS' COMPENSATION INSURANCE. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the Professional Services under this Agreement. Consultant and Sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

18.0 PROFESSIONAL LIABILITY INSURANCE. Consultant will file with the District, before beginning Professional Services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than $1,000,000 per claim and annual aggregate, requiring thirty (30) days notice of cancellation (10 days for non-payment of premium) to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above.

19.0 GENERAL LIABILITY INSURANCE. Consultant will file with the District, before beginning Professional Services, certificates of insurance satisfactory to the District evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability ($1,000,000) (if applicable); requiring thirty (30) days for non-payment of premium) notice of cancellation to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not

contribute to it. The general liability coverage shall give the District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above. For any claims related to the Professional Services, the Contractor's insurance coverage will be primary insurance with respect to the District's insurance. The insurance maintained by the District shall be excess of the Contractor's insurance and will not contribute with it.

20.0 CONTINUATION OF INSURANCE COVERAGE. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

21.0 CONFLICT OF INTEREST. Consultant agrees that it will not undertake work for any other principal or client which could pose a conflict of interest or provide for the utilization of the experience, knowledge and work product produced as a result of this Agreement for the benefit of a party whose interests may be adverse to those of the District. Consultant agrees that it will not undertake work in which a conflict of interest may arise for a period of ten (10) years after the date of execution of this Agreement without first exploring the nature of the work and the potential for conflict of interest with the interest of the District or potential disadvantageous results of the undertaking or the utilization of the District's work products. If the District reasonably determines that there could be a conflict of interest or will be a conflict of interest, Consultant agrees not to undertake such work or to offer to perform such work until the issue has been resolved if Consultant shall disagree.

22.0 WORK PRODUCT. Consultant agrees that if any work product involves the development of methodologies, computer programs, or statistical or data gathering methodology, that work product methodology, computer program, coding system, or similar method for gathering, compiling or appraising data shall be a portion of the work product of Consultant which is owned by and shall be provided to District upon its request. Consultant agrees that District, upon payment in full for services rendered and expenses incurred, shall be entitled to all photographs, notes, maps, calculations, observations, computer programs, runs or compilations, statistics, preliminary design, final design, work drawings, shop drawings or calculations, or any and all other "work product" of Consultant, and upon early termination or termination in due course or thereafter, may request that such materials may be copied and the copies retained by Consultant and the originals provided to District. Any use, re-use or modification of Consultant's instruments of service without Consultant's participation shall be at District's sole risk, and District agrees to indemnify, defend and hold Consultant harmless from any claims, liabilities, damages or expenses, including reasonable attorney's fees, to the extent arising out of such use, re-use or modification. District shall also receive any and all documentation on computer diskette compatible with District word processing or other computer programs, including input data as well as output data. The reasonable costs of copying shall be a Project Cost payable by District. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to the District are only for convenience of the District. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by consultant at the beginning of this assignment.

23.0 DISCLOSURE OF USE OF WORK PRODUCT OR CONSULTANT. District and Consultant agree that in providing the Professional Services, Consultant will gain information, experience and methodologies which may be usable in other work of Consultant, so long as that other work does not cause a conflict of interest or work to the disadvantage of District. The District will have no claims for the monetary value of the experience, methodology, or use of the work methods for other work undertaken by Consultant. However, Consultant agrees that it will not publish any articles, provide any interview, make public comments, or supply copies of any work product of Consultant done for District except in accordance with valid legal process served upon it or pursuant to the written direction of Consultant. In

those circumstances in which District notifies Consultant in writing that a matter shall be treated as subject to this provision until further order of the District, Consultant will not provide any of this work product to any third party. District is a governmental entity and may be subject to the Public Records Act, Freedom of Information Act, or other terms and provisions of the law, depending upon the circumstances. Consultant agrees that the determination of that applicability shall be solely within the authority of District, and Consultant shall not make work product or other materials available to third parties or other governmental agencies unless directed to do so by District. The purpose of this provision is to establish a method to provide persons or agencies public information that they are entitled to receive while keeping uniform records about the availability of such materials, the dates that such information is provided to persons entitled to receive it, and to ensure that complete response is made to valid legal requests for information, whether pursuant to administrative, legal or Public Records Act requests. Nothing in this Agreement shall render the records, documents or materials of Consultant as a public record available for inspection or review, except to the extent required by law.

24.0 DISPUTE RESOLUTION. The parties agree that if any dispute should arise under the terms and provisions of this Agreement, the parties agree first to try, in good faith, to settle the dispute by mediation, before resorting to court action. The costs of mediation shall be borne equally by the parties. Neither party shall file a court action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The mediation shall be conducted in Truckee, California, unless the parties agree to conduct it in a different location. If, for any dispute or claim to which this paragraph applies, any party commences court action without first attempting to resolve the matter through mediation or refuses to mediate after a written request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

25.0 FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States or any state or political subdivision thereof or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, and fluctuations in the price of precious metals, performance of such act shall be excused for the period equivalent to the period of such delay, specifically provided that the total period(s) of delay permitted under this paragraph will not exceed five (5) years.

26.0 SEVERABILITY. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on District and Consultant.

27.0 CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

28.0 NO ASSIGNMENT. Consultant shall not assign this Agreement without the prior written consent of the Contract Officer.

29.0 ATTORNEY'S FEE. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover its attorneys' fees and costs, including expert fees.

30.0 VENUE. Any action to enforce or interpret this Agreement shall be commenced and maintained only in the Superior Court in and for the County of Nevada, State of California, if in state court, or in the Federal District Court for the Eastern District of California, if in federal court."

31.0 WHOLE AND ENTIRE AGREEMENT. This Agreement contains the entire agreement between District and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both District and Consultant.

32.0 NO WAIVER OR DISCLAIMER. District's or Consultant's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. District's or Consultant's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.

33.0 BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of District and Consultant.

34.0 STATUS OF CONSULTANT. Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of the District. Consultant shall be under control of the District only as to the result to be accomplished and the personnel assigned to the project. Consultant shall confer with the District at a mutually agreed frequency and inform the District of incremental work/progress as well as receive direction from the District.

35.0 ASSIGNMENT OF CONTRACT AND NAMED INDIVIDUALS. Consultant agrees that the individuals named below shall be personally assigned to the PROJECT to provide supervision and have responsibility for the work during the entire term of this Agreement. No substitutions to these named individuals shall be made without prior approval of the Contract Officer:

36.0 COVENANT AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to terminate this Agreement without liability or, at the District's discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

37.0 ACCOUNTING RECORDS. Consultant shall keep records of the direct reimbursable expenses pertaining to the Professional Services and the records of all accounts between the Consultant and Sub-Consultant. Consultant shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of five (5) years from the completion of the work.

38.0 NOTICES

Any notices to be given under this Agreement, or otherwise, shall be served by First Class mail.

The address of the District, and the proper person to receive any notice on the District's behalf, is:

TRUCKEE DONNER PUBLIC DISTRICT
11570 Donner Pass Road
Truckee, California 96161
ATTN: District General Manager
TEL. NO. (530) 587-3896

The address of the Consultant, and the proper person to receive any notice on the Consultant's behalf, is:

39.0 PERIODIC REPORTING REQUIREMENTS

The Consultant shall provide a written status report of the progress of the work on a monthly basis that shall accompany the Consultant's payment invoice. The status report shall, as a minimum, report the work

accomplished to date, describe any milestones accomplished, show and discuss the results on any testing or exploratory work, provide a schedule update, and if not in accordance with the original schedule, describe how the Consultant intends to get back on the original schedule. The status report shall also describe any problems or recommendations to increase the scope of the work, and provide any other information which may be requested by the District

ACCEPTED:

	TRUCKEE DONNER PUBLIC UTILITY DISTRICT		**CONSULTANT**	
	{GM_Signature}		{Vendor_Signature}	
	Signature		Signature	
By:	Brian C. Wright		By:	
Title:	General Manager		Title:	
Co:	Truckee Donner Public Utility District		Co:	
Date:			Date:	
Other authorized representative(s):			**Other authorized representative(s):**	

ATTACHMENT A - SCOPE OF WORK
ATTACHMENT B - PAYMENT FOR SERVICES
ATTACHMENT C - SCHEDULE OF SERVICES
ATTACHMENT D - LISTING OF SUB-CONSULTANTS

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT B

PAYMENT FOR SERVICES

A. PAYMENT FOR SERVICES: Payments to the Consultant for the Professional Services shall be made in the form of monthly advances due for each Phase based on a percentage of the total fee. The percentage of completion of a Phase shall be assessed in the sole discretion of the Contract Officer or designated representative. All invoices submitted by the Consultant shall show an hourly reconciliation of time spent on each Phase. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is thirty (30) days.

For performance of each Phase or portion thereof as identified below, District shall pay a fixed fee associated with the Phase of the Professional Services in the amount and at the time or milestones set forth. Consultant shall not commence Services under any Phase, and shall not be entitled to compensation for the Phase, unless District shall have issued a Notice to Proceed to the Consultant as to the Phase.

TOTAL NOT TO EXCEED FEE **$**

ATTACHMENT C

SCHEDULE OF SERVICES

ATTACHMENT D

LISTING OF SUB-CONSULTANTS

Listed below are all Sub-Consultants that the Consultant plans to employ to perform work under this Agreement. No change is allowed without the prior approval of the Contract Officer.

Sub-Consultants are paid through the Consultant.

SUB-CONSULTANT	**SUB-CONSULTANT**
_____	_____
_____	_____
_____	_____
_____	_____

SUB-CONSULTANT	**SUB-CONSULTANT**
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT B

STATEMENT OF WORK

Utility Locate and Marking Services
Truckee Donner Public Utility District (TDPUD)

1. PURPOSE

The Truckee Donner Public Utility District (TDPUD) is seeking qualified contractors to provide comprehensive utility locating and marking services for District-owned water, electric, and fiber optic facilities.

The Contractor shall provide all labor, supervision, management, vehicles, equipment, materials, software, and incidentals necessary to perform utility locating and marking services in compliance with applicable federal, state, and local regulations.

The Contractor shall provide complete end-to-end management of the District's utility locating program, including administration of all Underground Service Alert of Northern California and Nevada (USA North 811) notifications, utility locating, utility marking, positive response management, recordkeeping, reporting, and customer coordination.

The objective of this contract is to protect public safety, prevent damage to District infrastructure, maintain regulatory compliance, and support excavation activities within the District's service territory.

2. SCOPE OF SERVICES

The Contractor shall provide complete management of utility locating and marking services for District-owned facilities, including but not limited to:

Water Facilities

- Water transmission mains
- Water distribution mains
- Water service laterals
- Fire service connections
- Water meters and associated piping
- Valves and valve boxes

- Hydrants
- Other external water system facilities as directed by the District

Electric Facilities

- Underground primary distribution facilities
- Underground secondary facilities
- Underground service conductors
- Underground conduit systems
- Pull boxes and vaults
- Grounding systems where locatable
- Other underground electric facilities as directed by the District

Fiber Optic Facilities

- Fiber optic backbone infrastructure
- Fiber optic distribution facilities
- Communication conduits
- Handholes and vaults
- Fiber service laterals
- Other District-owned communication facilities

3. CONTRACTOR RESPONSIBILITIES

Underground Service Alert of Northern California and Nevada (USA North 811) Administration

The Contractor shall:

- Receive, review, monitor, and process all USA North 811 notifications assigned to TDPUD
- Monitor USA North 811 systems for new, updated, emergency, and remark tickets
- Manage ticket lifecycle activities from receipt through completion and closure
- Ensure compliance with all applicable excavation notification requirements
- Maintain records associated with ticket processing and responses
- Serve as the primary point of contact for excavators regarding locate requests

Utility Locating and Marking

The Contractor shall:

- Research available Geographic Information System (GIS) data, mapping, as-built drawings, and utility records

- Locate District-owned water, electric, and fiber optic asset/ facilities using industry-standard locating equipment and methods
- Mark facilities in accordance with American Public Works Association (APWA) Uniform Color Code standards and applicable regulations
- Perform remark services as necessary
- Verify markings remain visible and compliant throughout the ticket lifecycle

Positive Response Management

The Contractor shall:

- Submit all required positive responses through USA North 811 systems
- Maintain one hundred percent (100%) compliance with positive response requirements
- Maintain complete and auditable records of all positive responses
- Resolve issues related to incomplete or disputed responses

Customer and Excavator Coordination

The Contractor shall:

- Respond to excavator inquiries regarding District-owned facilities
- Coordinate field meetings when necessary
- Resolve locate-related issues with contractors, developers, public agencies, and customers
- Escalate unresolved issues to District staff as necessary

Emergency Response

The Contractor shall:

- Provide twenty-four (24) hour per day, seven (7) day per week emergency response capability
- Respond to emergency locate requests within two (2) hours of notification
- Coordinate with District personnel during emergency situations involving District infrastructure

Program Administration

The Contractor shall:

- Maintain a utility locate management system capable of tracking all tickets and associated activities
- Maintain electronic records of all locate requests, responses, photographs, and supporting documentation
- Identify and report mapping discrepancies, unknown facilities, and record inaccuracies

- Provide recommendations for improvements to District mapping and utility records

4. MARKING REQUIREMENTS

Utility markings shall comply with the American Public Works Association (APWA) Uniform Color Code and all applicable laws and regulations.

Facility Type	Marking Color
Electric	Red
Water	Blue
Fiber Optic / Communications	Orange

Markings shall be accurate, legible, and sufficient to identify the horizontal alignment of District facilities within the proposed excavation area.

5. SERVICE LEVEL REQUIREMENTS

Routine Locate Requests

The Contractor shall complete routine locate requests within the timeframes established by applicable law and USA North 811 requirements.

Emergency Locate Requests

The Contractor shall respond to emergency locate requests within two (2) hours of notification.

Re-mark Requests

The Contractor shall respond to remark requests within one (1) business day unless otherwise required by law.

District Priority Requests

The Contractor shall respond to District-designated priority requests within the timeframe specified by the District.

6. DOCUMENTATION AND REPORTING

The Contractor shall maintain complete records for all utility locating activities, including:

- USA North 811 ticket number
- Date and time received
- Date and time completed
- Locator assigned
- Utility systems marked
- Positive response submitted
- Field notes
- Photographs documenting completed locates
- Mapping discrepancies identified
- Damage investigations supported

The Contractor shall provide reports and supporting documentation in a format acceptable to the District and at intervals specified by the District.

Reports may include, but are not limited to:

- Total USA North 811 tickets received
- Total tickets completed
- Emergency tickets completed
- Remark tickets completed
- Positive response compliance
- Damage investigations supported
- Identify and document Geographic Information System (GIS) discrepancies encountered during locate activities and submit recommended corrections to the District
- Track and report the frequency and circumstances under which District assistance is required to locate, identify, or mark facilities.
- Open tickets and aging status
- Contractor performance metrics
- Other information requested by the District

7. DISTRICT RESPONSIBILITIES

The Truckee Donner Public Utility District (TDPUD) shall:

- Provide reasonable access to available Geographic Information System (GIS) data, mapping information, as-built drawings, and utility records
- Designate a District representative for contract administration and coordination
- Provide guidance regarding facility ownership and system information when requested
- Review and resolve identified mapping discrepancies reported by the Contractor

- Provide qualified District personnel to assist with locating facilities that cannot be accurately identified through available records, standard locating methods, or existing field conditions
- Provide access to District-owned facilities, records, and information reasonably necessary for the Contractor to perform the work
- Retain ownership and control of all utility records, mapping data, operational decisions, and regulatory compliance responsibilities associated with District facilities

8. PERSONNEL QUALIFICATIONS

Personnel performing work under this contract shall:

- Be trained and experienced in utility locating practices, equipment, and technologies
- Be knowledgeable of underground water, electric, and communication systems.
- Possess valid California driver's licenses
- Maintain all certifications, licenses, and qualifications necessary to perform the work
- Comply with all applicable Occupational Safety and Health Administration (OSHA), California Occupational Safety and Health Administration (Cal/OSHA), and other applicable federal, state, and local safety regulations
- Utilize appropriate personal protective equipment and safe work practices consistent with industry standards
- Be capable of safely performing work in public rights-of-way, utility easements, construction zones, and other environments encountered during utility locating activities

The Contractor shall be solely responsible for the safety of its employees, subcontractors, equipment, and operations while performing work under this contract.

9. PERFORMANCE STANDARDS

Performance Metric	**Requirement**
USA North 811 Ticket Processing Compliance	100%
Positive Response Compliance	100%
Statutory Response Compliance	100%
Emergency Response Time	≤ 2 Hours
Remark Response Time	≤ 1 Business Day
Locate Error Rate Resulting in Damage	< 1%
Reporting Compliance	100%

Failure to consistently meet performance standards may be considered grounds for corrective action, contract remedies, or termination.

10. OPERATIONAL LIMITATIONS

The Contractor shall not make determinations regarding the operation, isolation, switching, de-energization, valve status or safety status of District electric, water and fiber facilities.

Any request requiring operational changes to District facilities shall be immediately referred to authorized District personnel.

The Contractor shall not perform any work that alters, modifies, energizes, de-energizes, or otherwise affects the operation of District facilities unless specifically authorized in writing by the District.

11. OPTIONAL SERVICES

At the District's request, the Contractor may provide:

- Ground Penetrating Radar (GPR) services
- Utility mapping and Global Positioning System (GPS) data collection
- Geographic Information System (GIS) verification services
- Construction support locating
- Utility conflict investigations
- Damage prevention training
- Asset inventory support

12. DELIVERABLES

The Contractor shall provide:

1. Utility locating and marking services
2. USA North 811 ticket administration and management
3. Positive response documentation
4. Electronic locate records
5. Reports and supporting documentation as requested by the District
6. Emergency response support
7. GIS discrepancy reports
8. Recommendations for utility record improvements

13. CONTRACT TERM

The District intends to implement this contract as a one (1) year pilot program to evaluate the Contractor's ability to successfully provide comprehensive utility locating and marking services, including end-to-end management of the Underground Service Alert of Northern California and Nevada (USA North 811) process.

The initial contract term shall be for one (1) year.

Upon successful completion of the pilot program, and at the sole discretion of the District, the contract may be extended for up to three (3) additional one-year terms under the same terms and conditions, subject to satisfactory Contractor performance and continued District need.

The District reserves the right to evaluate Contractor performance throughout the pilot period, including compliance with service level requirements, responsiveness, locate accuracy, customer service, reporting, and overall program administration.

Nothing in this Statement of Work shall obligate the District to exercise any contract extension option.

14. ABBREVIATIONS AND DEFINITIONS

Acronym	Definition
APWA	American Public Works Association
Cal/OSHA	California Occupational Safety and Health Administration
GIS	Geographic Information System
GPS	Global Positioning System
GPR	Ground Penetrating Radar
OSHA	Occupational Safety and Health Administration
RFP	Request for Proposal
SOW	Statement of Work
TDPUD	Truckee Donner Public Utility District
USA North 811	Underground Service Alert of Northern California and Nevada

ATTACHMENT C

COST PROPOSAL FORM

Proposer Name: _____
Address: _____
Contact Person: _____
Phone: _____
Email: _____

UNIT PRICING (Estimated 5500 Tickets)

Item	Unit	Unit Price
Routine USA North 811 Locate Ticket	Per Ticket	$_____
Remark Ticket	Per Ticket	$_____
Emergency Locate Ticket	Per Ticket	$_____
District Requested Locate Ticket	Per Ticket	$_____
Hourly Support Services	Per Hour	$_____
Standby Services	Per Hour	$_____

OPTIONAL SERVICES

Service	Unit	Unit Price
Ground Penetrating Radar (GPR)	Per Hour	$_____
GPS Data Collection	Per Hour	$_____
GIS Verification Services	Per Hour	$_____
Construction Support Locating	Per Hour	$_____
Utility Conflict Investigation	Per Hour	$_____
Damage Prevention Training	Per Session	$_____

Authorized Signature: _____

Date: _____

ATTACHMENT D

EVALUATION CRITERIA AND SCORING MATRIX

Evaluation Criteria

Criteria	Weight
Qualifications and Experience	30%
Technical Approach	30%
Performance History and References	15%
Cost Proposal	20%
Completeness and Responsiveness	5%
Total	**100%**

Scoring Guide

Rating	Description
Excellent	Exceeds requirements and demonstrates exceptional capability
Good	Meets requirements and demonstrates above average capability
Satisfactory	Adequately meets requirements
Marginal	Partially meets requirements or presents moderate risk
Unsatisfactory	Does not meet requirements or presents significant risk

The District reserves the right to:

- Conduct interviews
- Verify references
- Request clarifications
- Request additional information
- Negotiate final scope and pricing

ATTACHMENT E

REFERENCE FORM

Provide a minimum of three (3) references for projects of similar size and scope completed within the last five (5) years.

Reference No. 1
Agency / Utility Name: _____
Contact Person: _____
Title: _____
Phone: _____
Email: _____
Project Name: _____
Contract Value: _____
Dates of Service: _____
Description of Services: