



**REQUEST FOR PROPOSALS
FOR**

**Truckee Donner Public Utility District
2027 Marketing/Graphic Design Consultant**

**PROPOSAL DUE – 3:00 PM, Thursday,
October 29, 2026**

Contact Person: Contract Administrator, (530) 582-3944

**Truckee Donner Public Utility District
11570 Donner Pass Road, Truckee, CA 9616**

1.0 Purpose

The Truckee Donner Public Utility District (District) intends to solicit the services of a marketing/graphic design Consultant to assist in the District's communication and outreach efforts.

2.0 Project Description

The District has been providing electric and water service to the greater Truckee community since 1927 and prides itself on its involvement in the community through offering numerous customer programs and participating in various educational events and activities.

The District has a number of projects, public service announcements, and other programs that require promotion within the community. For example, the District provides incentives through its conservation and electrification rebates and other educational programs to help customers purchase energy- and water-efficient appliances, charge electric vehicles, and engage with their energy/water usage. The District also communicates with our customers about key trends and opportunities facing the utility, and how these affect the community and customers' everyday lives. The District communicates through a variety of traditional and digital channels, and requires the assistance of a marketing/graphic design Consultant to help continue to develop visually-compelling materials in both print and digital form.

The District is looking for a creative firm with experienced graphic design professional(s) to build on past marketing design efforts and help implement new campaigns and programs. This includes design of brand materials, media advertisements, program marketing materials, social media images, infographics, etc.

The annual budgeted cost for a marketing/graphic design consultant for 2027 is not to exceed \$50,000. The District intends to award a one-year contract through December 31, 2027 with an option to extend, upon mutual consent, for two one-year contracts (option year 1 and option year 2) at the current contract terms and conditions.

3.0 Instructions to Proposers

3.1 RFP Schedule

The estimated RFP timeline is as follows:

RFP issued	October 9, 2026
Deadline for questions & clarifications	5:00 PM October 20, 2026
Proposals due	3:00 PM October 29, 2026
Consultant selection & contract preparation	November 2026
Contract awarded	December 2, 2026
Commencement of services	January 1, 2027

3.2 Questions and Clarifications

Written questions regarding this RFP may be submitted by mail or e-mail on or before 3:00 PM October 20, 2026, to:

Contract 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, CA 96161
530-582-3944
contracts@tdpud.org

Proposals must be received no later than 3:00 PM October 29, 2026.
Late submittals will not be accepted

The Proposer shall submit THREE (3) hard copies of the proposal in a sealed envelope labeled "Marketing/Graphic Design Consultant Proposal" and addressed as noted above or submit a proposal electronically to contracts@tdpud.org with the subject "Marketing/Graphic Design Consultant Proposal".

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 Consultants may be required to make a presentation to the District's Board of Directors. The Consultant 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 Consultant.

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 Consultant will be the point of contact for the purposes of this RFP and this project.

4.1 Required Services

The services required include but are not limited to the following tasks:

- Digital graphic design of marketing and outreach materials
- Support of District's execution for printing and digital materials
- Coordinate with the District's staff on the timing and placement of ads and marketing materials.
- General marketing/graphic design efforts

4.2 Submittals

Consultant must provide, to the District, the following documentation by the tenth (10th) day of each month:

- Consultant will be responsible for billing the District monthly for all communications and outreach services and materials. Invoices must include an itemized list of all time and materials along with a description of the services provided.

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. The overall Consultant Proposal should cover the Selection Criteria in Section 6.0.

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

Provide a general overview of the company and proposed project team. Include a description of the Proposer's qualifications and previous experience on similar or related projects. Include a brief description of the firm's financial stability, capacity and resources. Include proposed days/times that the Consultant will typically be available to respond to District requests. This should include:

- Statement of Qualifications (SOQ): Please tell us about your firm, its staffing expertise and overall ability to meet the needs of the District.
- Work Samples: Please provide us with pertinent samples of work your firm has created, or any new ideas that may be of interest to the District.
- Community Networks and Contacts: Please document your network of contacts in our region and describe how this will help you serve the District's marketing/graphic design needs.

5.3 Cost Proposal

Provide the proposed cost for the defined services. Submit your fees as a time and materials quote. Please quote your hourly rate for your various staff who may be working on this contract and any other costs associated with your proposal.

5.4 Supplemental Information

Supplemental information may include examples of procedures, data collection, reporting forms and overall implementation of similar projects. References for Consultant's products and services are required and part of the selection criteria (See Section 6.0).

6.0 Selection Criteria

The District will review and evaluate all properly submitted proposals that are received on or before the deadline. The District will then select the proposal that is "Most Advantageous" to the District in considering the criteria and weighting factors set forth below:

- **Experience 25%** - Experience of staff assigned to project in relation to the degree which the firm has worked with clients, specifically other utility/public agencies, and organizations within the local Truckee/Tahoe area. Include number of employees, years in business, current work (within last 5 years), etc.
- **Work Samples/Quality of Proposal 25%** – Quality, creativity, clarity, easy to understand.
- **Results, Efficiency, and Capacity 15%** – Ability to demonstrate effectiveness, tactics, measure results, and respond quickly.
- **Cost Proposal 15%** – Cost to the District for proposed services
- **Community Network and Contacts 10%** - Provide information regarding your experience with local entities and businesses within the District's service territory.
- **References 10%** - Recommendations for the Respondent's services; particularly for similar services and organizations.

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, or 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 Agreement for Professional, a copy of which is included in Attachment A.

67-0

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 Consultant are unable to negotiate a Contract, the District reserves the right to negotiate with successively lower ranked Consultant until a Contract is made or all negotiations are terminated.

8.0 Additional Contract Terms and Conditions

The Consultant's response to this RFP, addenda and additional responses to questions will be made a part of the contract with District. Unless otherwise stated by the Consultant in the response to this RFP, the Consultant agrees to the following terms and conditions in addition to the Agreement terms in Attachment A.

8.1 Indemnification and Insurance Requirements. Refer to Attachment A for requirements.

8.2 Subcontracting

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of District. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

8.3 Assignment of Contract

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of District.

8.4 Disclosure of Criminal and Civil Proceedings

The District reserves the right to request the information described herein from the Consultant(s) selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Consultant(s). The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Consultant(s) may also be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Consultant(s) may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein) within the last 10 years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud.

If the response is affirmative, the Consultant(s) will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Consultant(s) may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" are any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant(s) will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

8.5 Reports, Information and Audits

The Consultant, at such times and in such form as the District may require, shall furnish the District such reports as may be requested pertaining to the work and services undertaken, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Consultant shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the District or any of its representatives or auditors access to such records.

8.6 Warranty

The Consultant warrants that the services and products to be provided by it hereunder will be performed in a timely and professional manner by qualified staff and in accordance with generally accepted professional practices. The Consultant further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.

8.7 Non-Exclusive Agreement

This is a non-exclusive Agreement, and the District may procure the same or similar services from other Consultants or contractors at any time during the dependency of this agreement.

Attachments

A- Agreement for Professional Services

**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
