

General Manager
Brian C. Wright

Executive Leadership Team
Scott Crow
IT Director/CIO
Assistant General Manager

Chad J. Reed
Water Utility Director

Mike Swanson
Director of Electric Engineering and Operations

Steven Poncelet
PIO & Strategic Affairs Director

Michael Salmon
Chief Financial Officer

Jillian Steward
Director of Human Resources and Risk Management

Martina Rochefort
District Clerk/
Executive Assistant

Board of Directors
Christa Finn
Tony Laliotis
Jeff Bender
Courtney Murrell
Steve Randall

November 24, 2025

Subject: Request For Proposals For Geotechnical Testing Services For Summer 2026

To Whom It May Concern:

The Truckee Donner Public Utility District (District) will be undertaking a few capital improvement projects during the Summer of 2026. As quality control, the District desires to have compaction testing performed periodically to ensure that facilities are being properly installed and that restoration of damaged roadways is performed appropriately.

The District will retain an outside firm to conduct this testing. The District is hereby requesting proposals to perform geotechnical testing services as described in the attached Anticipated Scope of Work. The proposals should address only geotechnical testing services, the District or other consultants will be providing staff to perform daily on-site construction inspection.

The District currently anticipates that the following projects will require geotechnical testing during the Summer of 2026:

- ***District Pipeline Replacement – 2026.*** This project involves the installation of piping, valves, meters and meter vaults at various locations in the Truckee area. It is expected that this project will begin construction in late May 2026.
- ***Hirschdale Pipeline*** - This project involves the installation of about 3,100 feet of 2-inch water pipe. It expected that this project will begin construction in early in May 2026.
- ***Pipeline Rehabilitation - 2026*** - This project involves rehabilitation by sliplining of four existing pipeline segments at various locations in the Truckee area. It is expected that this project will begin construction in late May 2026.
- ***Martiswoods Hydropneumatic Pump Station*** - This project involves the construction of a booster pump station along with associated grading, piping, and electrical work. It is expected that this project will begin construction in July 2026.

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Attached is the District's standard agreement for professional services. The agreement also indicates the insurance and indemnification requirements that the District will require of the selected firm.

Proposals shall take the form of two separate documents – a Technical Proposal and a Cost Proposal. The Technical Proposal shall include the following:

- Firm name, address, telephone number and contact person
- Description of firm, including past experience with similar pipeline projects
- Resumes and experience of the staff members to perform the testing
- Description of the services to be provided
- Description of the anticipated staffing level required for the work
- Description of the firm's quality assurance/quality control procedures
- Description of the firm's insurance coverages, including general liability, professional liability, automobile, and worker's compensation
- Listing of any subcontractors to be used
- Any other information deemed relevant

The Cost Proposal shall contain a fee proposal for the work to be performed. In accordance with the determination by the California Department of Industrial and Labor Relations dated February 8, 2002, payment of prevailing of prevailing wages is required for soils and material testing work. See <http://www.dir.ca.gov/DLSR/Notices/02-08-2002.pdf> for more information.

In developing the Cost Proposal, the following level of effort shall be assumed:

- ***District Pipeline Replacement – 2026:*** Three hours per day.
- ***Hirschdale Pipeline:*** Two hours per day. Testing work will be required for about 500 feet of the pipeline alignment.
- ***Pipeline Rehabilitation – 2026:*** Two hours per day. Testing work will be required for backfill of access pits, open cut pipeline portions of the project.
- ***Pioneer Trail Booster Pump Station:*** Two hours per day. Testing work will be required for site piping installation, underground conduit installation, cast-in-place concrete and AC pavement.

The Technical Proposal and Cost Proposal shall be contained in separate envelopes that are labeled and individually sealed. Proposals shall be submitted no later than 5:00 PM on Tuesday, January 13, 2026. Four copies of the overall proposal shall be submitted to the District and should be addressed to:

Neil Kaufman – Geotechnical Testing Services Proposal
Water System Engineer
Truckee Donner Public Utility District

General Manager

Brian C. Wright

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11570 Donner Pass Road
Truckee, California 96161

Proposals shall be evaluated using the following criteria and weighting factors:

- Proposed scope of work and project methodology (15%)
- Experience and qualifications of the firm with similar projects (15%)
- Experience and qualifications of the project team with similar projects (20%)
- Local experience (Truckee/Tahoe) of the project team (20%)
- Procedures and methodology for quality assurance/quality control (10%)
- Cost (20%)

Award of a contract will be at the sole discretion of the District and the District reserves the right to reject all proposals. All firms submitting a proposal (and any subcontractors) must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The work to be performed is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Should the Geotechnical Testing Services provided by the selected firm prove satisfactory, the District may choose to retain the selected firm to perform additional testing work during 2027 and 2028.

If you have any questions or require further information, please contact me at 530-582-3950.

Sincerely,

Neil Kaufman

Neil Kaufman, P.E.
Water System Engineer

Attachments: Anticipated Scope of Work
Standard Agreement for Professional Services

ANTICIPATED SCOPE OF WORK

Task 1 – Attend Pre-Construction Conferences

The Testing Firm shall attend the pre-construction conferences. These meetings will be held at the District's Office at 11570 Donner Pass Road in Truckee, California. These meetings will last up to two hours.

Task 2 – Conduct Field Testing

The Testing Firm shall conduct periodic tests of the Contractor's compaction efforts. These tests shall cover density testing of trench backfill and AC pavement.

Task 2.1 – Develop Moisture Density Curves

The Testing Firm shall collect samples of backfill material and develop up to three moisture density curves. If additional tests or check points are advisable, the District shall be notified and shall pre-authorize the work.

Task 2.2 – Conduct Field Density Testing

The Testing Firm shall periodically visit the project sites and conduct tests of backfilled and graded areas. The Testing Firm shall utilize both field observations and tests conducted with a nuclear density gauge (or other appropriate methods) to evaluate the Contractor's compaction efforts.

The Testing Firm shall use the most applicable test method to test the work and provide economy to the District. If materials are consistent, ASTM D1557 shall be the test method. If materials are highly variable or intermixed, consideration should be given to using California Test Method 216. In addition, the Testing Firm shall be prepared to utilize sand-cone testing methods if directed by the District. The Testing Firm shall utilize rock corrections as appropriate.

The Testing Firm shall inform the Contractor of the moisture content and density test results. If requested by the Contractor or the District, the Testing Firm shall assist the Contractor by providing tests as necessary for the Contractor to adjust its moisture control and compaction methods so as to meet the requirements given the construction contracts. Copies of the construction contracts will be provided to the Testing Firm by the District.

The Testing Firm shall test the placement and compaction of hot-mix asphalt for permanent pavement restoration. Testing shall include temperature measurements and density of compacted asphalt.

The Testing Firm shall coordinate its site visits with the District and shall schedule visits in such a manner such that more than one project site may be visited in the same day so as to minimize travel times.

Task 3 – Conduct Testing of Cast-In-Place Concrete

The Testing Firm shall conduct field tests of concrete for temperature, slump, unit weight, and air content measurements. A set of five, four-inch by eight-inch compressive strength samples shall

be cast for each 150-cubic yards or each day's placement. Samples shall be tested at seven days (one cylinder) and 28 days (three cylinders) with one hold cylinder.

Task 4 – Reporting of Results

The Testing Firm shall create and update a project notebook covering each project. The notebook shall consist of three or four sections, as appropriate.

- Section 1 shall include all relevant information and test results used to develop the moisture density curves.
- Section 2 shall include all daily reports and field test results.
- Section 3 shall include all concrete testing results, if appropriate.
- Section 4 shall include a summary report to be written upon completion of the project by the Contractor. In this summary report, the Testing Firm shall summarize the results of the testing and shall identify any areas that do not comply with the requirements of the construction contracts.

The Testing Firm shall provide weekly updates of Sections 2 and 3 to the District as each project progresses.

**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 preceding 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.
- 28.0 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.
- 29.0 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.”
- 30.0 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.

31.0 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.

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

33.0 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.

34.0 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:

35.0 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.

36.0 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.

37.0 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:

38.0 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
