



REQUEST FOR PROPOSALS FOR

**Truckee Donner Public Utility District
2026 Photographer-Videographer Services**

**PROPOSAL DUE – 1:30 p.m.
Thursday, December 18, 2025**

**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) is requesting proposals for its Photographer-Videographer set-up, execution, and post-production needs.

2.0 Project Description

The District uses photos and/or videos to promote the mission, values, employees, and programs that serve our community. The District is seeking professional photo and video consultant to work with the District’s General Manager Department to produce professional-grade photos and videos to support TDPUD programs, communications, and other efforts. Includes on-call photo/video and production services to be billed on an hourly basis with rates to be provided for taking photos and/or videos plus post-production services. All photos/videos produced for the District are the District’s sole property.

The annual budgeted cost for a Photography/Videography Services Consultant for 2026 is not to exceed \$30,000. The District is interested in a time and material proposal. The District will award a one-year contract through December 31, 2026 with an option to extend, upon mutual consent, for two additional 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 time line is as follows:

RFP issued	November 20, 2025
Deadline for questions, clarifications	5:00 PM December 3, 2025
Proposals due	1:30 PM December 18, 2025
Consultant selection and contract preparation	End of December 2025, Early January 2026
Contract awarded	Week of January 19, 2026
Commencement of services	January 26, 2026 or soon thereafter

3.2 Questions and Clarifications

Written questions regarding this RFP may be submitted by mail or e-mail on or before 5:00 PM December 3, 2025 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:

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

Proposals must be received no later than 1:30 PM December 18, 2025.

Late submittals will not be accepted

The Proposer shall submit THREE (3) hard copies of the proposal in a sealed envelope labeled "Communications and Outreach Consultant Proposal" and addressed as noted above or submit a proposal electronically to contracts@tdpud.org with the subject "2026 Photography and Videography Services 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:

- Professional-grade photo and video execution and post-production
- On-call availability with established lead-time notice from the District
- Ability to shoot photo and video of utility work in active work zones in cross-country terrain
- Event coverage
- Post-production services
- Electronic delivery of final photos and/or videos in a format acceptable to the District

- All photos/videos produced for the District are the District's sole property.
- Provide to the District monthly accounting described in 4.2 Submittals.

4.2 Additional Requested Services

These services are not required to submit a proposal, but proposals that score high on the Required Services in section 4.1 but also can provide these Additional Requested Services may be considered more favorably.

- Social media video content creation, at the direction of District Staff and/or consultant
- Filming sit-down and in-the-field interviews with District Board, Staff and others
- Editing video packages to support major educational/marketing campaigns

4.3 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 photographer-videographer 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.

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, the local organization, and proposed project team. Include a description of the Proposers' 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.

5.3 Portfolio of Photo/Video Work

Provide examples of photography and videography work the Proposer has performed under similar contracts. If the Proposer has done work in this region or for similar public agencies, please include those examples and identify them as such. If the Proposer includes any video packages, please identify which parts of the sample were the Proposers' responsibility, if not the entire thing (i.e. was responsible for shooting video but not for production of the final product). If the Proposer has marketing or social media-specific samples, please include those and identify them as such.

5.4 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.

5.5 Service Availability

Provide the Proposers' typical availability for on-call work, as well as any lead-time requirements on requests for photographer/videographer services. This should consider geographic location as it relates to the District, and any other extenuating factors,

5.6 Supplemental Information

Supplemental information may include examples of procedures, data collection, reporting forms and overall implementation of similar projects. Include references for Consultant's products and services in this section. The overall Consultant Proposal should cover the Selection Criteria in 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:

- **Photo and video portfolio and samples (40%)**
- **Experience working with local Truckee-Tahoe business and agencies (20%)**
- **Quality and Relevance of Proposal (15%)**
- **Hourly and other cost proposals (15%)**
- **References (10%)**

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 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 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 Agreement terms in Attachment A.

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
Facsimile (530) 587-1189**

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; FAX NO. (530) 587-1189

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
