



Request for Proposals

Recruitment Services for Electrical Engineering Manager

PROJECTS:
2026 – Electrical Engineering Manager

Due Date: 4:30 P.M., September 28, 2026

11570 Donner Pass Road
Truckee, CA 96161
(530) 582-3944
www.tdpud.org
contracts@tdpud.org

REQUEST FOR PROPOSALS

Sealed proposals will be received by Truckee Donner Public Utility District (TDPUD), until 4:30 p.m., September 28, 2026 at which time the proposals will be opened and reviewed, for the following TDPUD project:

Recruitment Services – Electrical Engineering Manager

Truckee Donner Public Utility District (TDPUD) is seeking proposals for recruitment services from qualified executive services to assist the TDPUD in the selection of a new Electrical Engineering Manager.

TDPUD reserves the right to reject any or all proposals or accept what is, in its judgment, the proposal which is in TDPUD's best interest. TDPUD further reserves the right, in the best interests of TDPUD, to accept a late submittal or to waive any technical defects or irregularities in any and all proposals submitted.

Pursuant to the California Open Records Act, Government Code Section 6250 et seq., any and all of the documents that are submitted to TDPUD may be deemed public records subject to examination and inspection by third parties. TDPUD reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal or other writing submitted pursuant to this request.

Discussion may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible to be selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements.

In addition to price, the criteria set forth in the Instruction to Offerors and any specific criteria listed below, may be considered in judging which proposal is in the best interests of TDPUD:

- Recruitment Methodologies & Strategies – how the below strategies will be used in the search process and recruitment process to attract a diverse and wide range of qualified and suitable candidates.
 - Scope of Work
 - Candidate Pool Development
 - Examples: specific targeted sourcing techniques, & usage of social media, etc.
 - Candidate assessment and candidate presentation process
 - Recruitment Materials (advertisement materials)
 - Review of search report(s), progress reports, and evaluation criteria, etc.
 - Qualifications
 - Examples of successful recruitment strategies, interviewing and selection process
 - Overall recruitment strategies and process to include District representatives
- Experience/Key Personnel – experience and relevancy in conducting successful executive searches with electric utilities, municipalities and other similar government organizations.
 - Firm or Consulting Services experience and knowledge
 - Assigned team's experience and knowledge

- Timeline/Schedule –Your strategies and milestones will augment this timeline in the hiring of the Electrical Engineering Manager.
 - Reference Responses
 - Detailed Fee Schedule and statement of expected reimbursable expenses.
 - Successful semi-finalists will be asked to interview. Finalists will be ranked based on presentations and interviews.
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BY ORDER OF TRUCKEE DONNER PUBLIC UTILITY DISTRICT

Jillian Steward, Human Resources and Risk Director

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1.0 Introduction

The District is requesting proposals from qualified executive recruitment services to assist the District with the national recruitment, evaluation, and selection of a new Electrical Engineering Manager.

1.1 Background

Truckee Donner Public Utility District is a Special District in Truckee, California. Since 1927, TDPUD has been providing the greater Truckee area with reliable and high-quality water and electric services while guiding the community to conserve resources. TDPUD is a not-for-profit, community owned utility governed by locally elected Board of Directors. TDPUD has a total of 82 full-time employees.

The TDPUD Board of Director's consists of five publicly elected members including a Board President. Each election cycle typically includes 2 or 3 seats up for election/re-election. The Board of Directors has selected an Ad Hoc Committee of two members that are focused on, and will guide, this process.

TDPUD provides electric power to 14,961 customers and water to 13,700 customers. This service, along with capital replacements, is paid by rates. Expanding electric and water systems in response to growth in the community is paid by developer fees.

The District compiles a two-year budget for the years ending December 31, 2026 and 2027 (FY26 and FY27). The budget reflects past performance, current requirements, future opportunities, and risks. TDPUD's current budget FY26/27 includes revenue of nearly \$70 million with expenses of \$50 million.

Truckee is located in Nevada County and Placer County, California, and is about 70 miles east of Sacramento, California (California's Capital) and about 30 miles west of Reno, Nevada. The resort community has a regular population of about 17,000 residents, but swells to 75-100,000 during busy holiday periods. This world-class mountain community is renowned for its outstanding downhill and cross-country skiing, outdoor adventures, and unique cultural events that attracts visitors from all around the world. Squaw Valley ski resort, home of the 1960's Olympics is a short 11 miles away, with Northstar California Resort just 9 miles away.

Truckee is an amazing mountain community with so much to offer. From Truckee.com: It's a real town with an unreal backyard. A place for those who know an outside life tastes sweeter. There's an authentic vibe that is both welcoming and exciting to be a part of. It's a Truckee thing.

1.2 Project Description

TDPUD is interested in retaining the services of a company, or an individual, that has executive recruitment expertise. This company, or individual, must possess considerable knowledge of how to conduct executive recruitment with the emphasis on similar public entity/special district government executive positions. The Consultant shall work with the District to actively source, recruit, evaluate suitability of, interview and refer to a diverse and expansive list of suitable and qualified candidates for the position of Electrical Engineering Manager. The firm will be required to run background and reference checks on the potential finalists before the finalist pool is publicly announced.

2.0 RFP Process

2.1 Communication

Questions and Requests for Additional Information should be directed to:

Contracts Team at contracts@tdpud.org

The deadline for RFIs or questions to the RFP is 8:00 AM (pst) Tuesday, September 22, 2026. Correspondence must indicate that it is an RFP Question, so as not to confuse it with a sealed Proposal.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the District. All addenda for this RFP will be distributed via mail and/or email and website. **It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of the proposal.

2.2 Proposal Submission

All proposals shall be submitted to:

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

Proposals must be received no later than 4:30 p.m. September 28, 2026, late submittals will not be accepted.

Your submittal package shall include the following:

- Three (3) printed copies of the proposal
- One (1) electronic copy of the proposal in PDF format via email or on flash drive
- Proposals shall be submitted in a sealed envelope labeled "Recruitment Services for Electrical Engineering Manager" and addressed as noted above

The deadline for submitting responses to this RFP is 4:30 p.m., September 28, 2026.

2.3 Schedule

The proposal, evaluation and selection schedule is as follows:

Proposed RFP Selection Schedule

- 8:00 AM (pst) Tuesday, September 22, 2026: Final Questions Due
- 4:30 p.m., September 28, 2026: Proposal Packages Due
- TBD: Interviews
- TBD: Signed Contracts Due

2.4 Selection Criteria

In addition to providing the information outlined in the submittal requirements, the criteria for selection are listed in order of importance and shall include but may not be limited to the following:

- Recruitment Methodologies & Strategies – how the below strategies will be used in the search process and recruitment process to attract a diverse and wide range of qualified and suitable candidates.
 - Development of the Position Profile
 - Candidate Pool Development
 - Examples: specific targeted sourcing techniques, & usage of social media, etc.
 - Recruitment Materials (advertisement materials)
 - Examples of successful recruitment strategies, interviewing and selection process
 - Review of search report(s), progress reports, and evaluation criteria, etc.
 - Overall recruitment strategies and process to include but not limited to involvement of community members and key stakeholders.
 - 50% of weighted value for selection.
- Experience/Key Personnel – experience and relevancy in conducting successful executive searches with municipalities and other similar government organizations.
 - Firm or Consulting Services experience and knowledge
 - Assigned team's experience and knowledge
 - 20% of weighted value for selection.
- Timeline/Schedule – clearly delineated and sensible timeline to address best strategies for hiring a Electrical Engineering Manager to include specific milestones.
 - 10% of weighted value for selection.
- Reference Responses
 - 10% of weighted value for selection.
- Detailed Fee Schedule and statement of expected reimbursable expenses.
 - 10% of weighted value for selection.

2.5 Presentation of the Proposal

The evaluation process may consist of two steps. The first step will be an evaluation of the proposals submitted based on the above listed criteria. The District will then develop a list of recruitment services finalists to best meet the District's needs.

The finalists may then be requested to make a presentation via virtual, on-site or similar arrangement, to the evaluation team to further explain and expand their proposals. TDPUD reserves the right to engage in post-submittal negotiations with any successful offeror that has not been deemed a finalist.

TDPUD reserves the right to reject any or all proposals or accept what is, in its judgment, the proposal which is in TDPUD's best interest. TDPUD further reserves the right, in the best interests of TDPUD, to accept a late submittal or to waive any technical defects or irregularities in any and all proposals submitted.

Discussion may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements.

3.0 Scope of Work

The successful recruitment firm/consultant will be expected, at a minimum, to perform the following:

- **Create Comprehensive Position Profile:** Describe how your company would develop a thorough and detailed profile of the ideal candidate. Meet with TDPUD staff as necessary to facilitate the development of a comprehensive candidate profile and list of priorities for the new Electrical Engineering Manager.
- **Evaluate Compensation:** Review the current compensation.
- **Create Communication Plan:** Develop communication and transparency plan regarding the Electrical Engineering Manager recruitment process for TDPUD. Administer all correspondence with applicants throughout the process.
- **Utilize Advertising & Marketing:** Work with the District to develop recruitment documents for prospective candidates (position profile, background information, marketing materials, etc.) using staff feedback. Develop the advertising strategy and marketing campaign to notify potential candidates.
- **Develop Candidate Pool:** Conduct targeted, industry specific sourcing of prospective candidates, engage established networking pipeline, and other best practice search activities to generate a pool consisting of diverse, highly qualified and suitable candidates who meet the District's selection criteria and position profile.
- **Review Candidates:** Work with the District to develop a portfolio of qualified applicants for review. Portfolio should include a discussion of candidate qualifications and skills. Work with the District to review qualified applicants and coordinate interview steps/process. Provide best practices and legal requirements applicable throughout the process.
- **Facilitate Interview Process:** Provide recommendations on the structure of the initial screening interviews, additional interviews (virtual, etc.), and on-site, finalist interviews. For the on-site, finalist interviews provide recommendations on the structure of the interviews. Facilitate all stages of the interview process. Collaborate with the District throughout all stages of the interview process.
- **Provide Progress Reports:** Provide regular weekly progress reports to the District. Periodic meetings are required to discuss progress and next steps and may be completed virtually. Provide detailed report for top candidates. Develop a detailed project timeline which correspondence to the progress reports.
- **Expedite Reference and Background Checks:** Provide reference checks from similar Electrical Engineering Manager recruitment within the last three (3) years. Provide background checks on finalists prior to them being announced as finalists and generally assist in the hiring process as requested by staff.
- **Evaluate Selection Criteria:** Collaborate with the District in establishing the selection/evaluation criteria for evaluating and selecting candidates.
- **Follow-up:** Provide sufficient and timely notification to all applicants of final appointment decision.

Provide Ethical Representation: Act at all times in an attentive, responsive, ethical, and responsible manner so as to represent TDPUD with the utmost concern for its interests, goals, and image with the candidates, other communities, and members of the general public.

4.0 Proposal Format

All proposals will follow the format as outlined below. Failure to do so may result in disqualification.

- Letter of Interest, including the organization's history and the name of the contact person and key personnel who would be assigned to work directly with TDPUD. Include resumes and all contact information. It is expected that consistent key personnel are assigned to this contract for the duration of the search process, through and including the hiring of an Electrical Engineering Manager.
- Briefly introduce services. Provide a profile, including but not limited to, the approximate number of professional staff employed, the estimated number of staff that will be assigned to this project, and key information related to the offeror's experience in conducting utility manager/director searches.
- Detailed qualifications and previous executive search experiences for similar utility manager/director placement. State of California examples are recommended. Provide a list of successful executive placements, including the size of the utility district, special district, as well as the overall number of placements of utility manager/directors, in special districts of similar size and/or budget to TDPUD.
- Description of the approach and plan for performing services outlines in the Scope of Work (see above), including but not limited to:
 - a. Description of the process or approach the offeror will use to develop the profile for the Electrical Engineering Manager position. Description of how the offeror will specifically identify and target the needs of TDPUD in the search for the new Electrical Engineering Manager;
 - b. Description of proposed candidate recruitment methodologies, strategies and implementation plan including but not limited to the screening, interviewing and assessment and processes that will be most effective for TDPUD. Include a statement of the philosophy of the offeror and a description of how the offeror intends to tailor the process for TDPUD's search. Indicate additional information for consideration regarding the offeror's qualifications for conducting this recruitment;
 - c. Describe the sourcing, networking or solicitation approach the offeror will use to direct potential candidates;
 - d. Propose timeline with specific milestones and include a comprehensive plan for the frequency of updates and recommendations;
 - e. Provide sample promotional material, including advertisement, brochures or other recruitment materials used in similar searches;
 - f. Provide a copy of a previous Electrical Engineering Manager position profile and methodologies used in the development of the profile;
 - g. Provide a copy of a Electrical Engineering Manager search report;
 - h. Propose development of techniques/evaluation criteria to identify candidate suitability (community match, organizational culture, job profile, and/or leadership style).
- Provide a detailed fee schedule outlining the services as presented in your proposal. If proposal includes any expenses to be billed separately from professional fees, provide a

detailed estimate of such expenses. The total fee schedule should be stated as a fixed amount, not to exceed a total amount for the services outlined in the proposal. A breakdown of the total price should be provided with adequate detail for evaluation. Additionally, if any employment or candidate retention guarantee is provided, include the appropriate details. Any further reimbursable expenses including but not limited to advertising, brochures, postage, and estimated additional travel expenses should be listed in the proposal.

5.0 Legal

5.1 TDPUD reserves the right to reject any or all Proposals or accept what is, in its judgment, the proposal which is in TDPUD's best interest. TDPUD further reserves the right, in the best interests of TDPUD, to accept a late submittal or to waive any technical defects or irregularities in any and all proposals submitted.

5.2 Pursuant to the California Open Records Act, C.R.S. Section 24-72-200.1 (CORA), any and all of the documents that are submitted to TDPUD may be deemed public records subject to examination and inspection by third parties. TDPUD reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal or other writing submitted pursuant to this request.

5.3 In order to fully understand the legal parameters of TDPUD's procurement process and contractual requirements, offerors must review Exhibit A *Professional Services Agreement*.

5.4 By participating in TDPUD's procurement process, you are agreeing to the terms and conditions of the procurement process and the legal parameters of doing business with TDPUD without change.

6.0 Exhibits

The following files are attached for your use and reference as needed to properly respond to the RFP request:

- Exhibit A – Professional Services Agreement

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

Date:

Project Name:

CONSULTANT:

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

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

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

1.0 TERM OF THE AGREEMENT

- 1.1 This Agreement shall be effective on the date that it is executed by the District.
- 1.2 The Consultant shall commence the performance of the Professional Services immediately after the fee and schedule are agreed upon and a written Notice To Proceed is issued. Time is of the essence of this Agreement. Failure to meet the schedule contained in this Agreement shall constitute a default by the Consultant.
- 1.3 This Agreement shall expire on:

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK ATTACHMENT A

- 2.1 Consultant shall provide the professional services which are described in ATTACHMENT A, hereinafter referred to as "Professional Services."
- 2.2 Consultant shall perform all the tasks required to accomplish the Professional Services in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the Consultant. The Consultant shall comply with applicable standards of professional care in the performance of the Professional Services. Where any circumstance exists for which the Consultant must make a judgment that could result in a materially different change in condition, the Consultant shall advise the Contract Officer in advance and request specific direction.
- 2.3 The Consultant shall, without additional compensation, correct or revise any Professional Services that do not meet the standard of professional responsibility.
- 2.4 The District's review, approval or acceptance of, or payment for, the services required under this Agreement shall not be construed to operate as a release or waiver of any rights of the District under this

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

- 2.5 Consultant shall maintain all of its records related to the project for a minimum of five (5) years from the date of final payment. Consultant shall permit representatives of the District to review all project related records.
- 2.6 Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by construction contractor for the project or the health or safety precautions and programs incident to the work of such contractor, and shall not be responsible for construction contractor's failure to carry out work in accordance with the contract documents. Construction contractor is solely and completely responsible for jobsite conditions including the safety of all persons and property.

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

- 3.1 The amount of payment to Consultant for providing the Professional Services is set forth in ATTACHMENT B. No payment shall be allowed for unless specifically described in ATTACHMENT B.
- 3.2 Consultant shall not be entitled to any additional fees for work incidental to the design, for any design clarifications, or for changes resulting from errors or omissions by the Consultant or any Sub-Consultant.
- 3.3 A Project Schedule showing all milestones has been developed by the Consultant and is attached as ATTACHMENT C.

4.0 DISTRICT'S OBLIGATIONS

- 4.1 District shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the Consultant's services as shown on ATTACHMENT C.
- 4.2 The District's General Manager or a designated District Representative shall serve as the District's "Contract Officer" for this Agreement and has the authority to execute this Agreement, direct the Consultant, approve actions, request changes, and approve additional services. Any obligation of the District shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this Agreement unless specifically delegated in writing.

5.0 SUBCONTRACTING (ATTACHMENT D)

- 5.1 The name and location of the place of business of each Sub-Consultant that Consultant will use to perform work or render service to the Consultant in performing this Agreement is contained in ATTACHMENT D. No change to any Sub-Consultant shall be made without the written approval of the Contract Officer.
- 5.2 If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the District for the acts and omissions of Consultant's Sub-Consultants and for the persons either directly or indirectly employed by the Sub-Consultants, as Consultant is for the acts and omissions of Consultant and persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any Sub-Consultant of Consultant and the District. Consultant shall bind every Sub-Consultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the Contract Officer.
- 5.3 The District may unilaterally reduce the scope of work to be performed by the Consultant. Upon doing so, District and Consultant agree to meet and confer in good faith to negotiate a deductive change order.

6.0 CHANGES TO THE SCOPE OF WORK

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

7.0 VERBAL AGREEMENT OR CONVERSATION

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

8.0 TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

- 14.0 PERMITS.** Permits required by governmental authorities will be obtained at Owner's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- 15.0 TERMS OF PAYMENT.** Payment, unless otherwise specified in Attachment C, is to be thirty (30) days after acceptance by the District. For Professional Services performed by the Consultant, the District shall pay the Consultant in accordance with monthly statements submitted by the Consultant based upon the percentage of work completed during the preceding month. Payment for extra services shall be based on monthly statements submitted by the Consultant for the extra services performed by the Consultant during the proceeding month. The Consultant shall be paid interest on payments due from the District which are not received within thirty (30) days of the date of billing. The interest rate shall be one percent (1%) per month on the unpaid balance or the maximum legal rate that the District can pay, whichever is less.
- 16.0 INDEMNIFICATION.** Consultant shall defend, indemnify and hold the District, its directors, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the active negligence, recklessness or willful misconduct of Consultant under this Agreement. Consultant shall also defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and Consultant shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects Consultant's operations (as opposed to Consultant's Professional Services), Consultant shall also provide the District a defense, and indemnify and hold the District harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs through and as an additional insured to Consultant's commercial general liability policy.
- 17.0 WORKERS' COMPENSATION INSURANCE.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the Professional Services under this Agreement. Consultant and Sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.
- 18.0 PROFESSIONAL LIABILITY INSURANCE.** Consultant will file with the District, before beginning Professional Services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring thirty (30) days notice of cancellation (10 days for non-payment of premium) to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the Consultant employs other Consultants (Sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-Consultant meets the minimum insurance requirements specified above.
- 19.0 GENERAL LIABILITY INSURANCE.** Consultant will file with the District, before beginning Professional Services, certificates of insurance satisfactory to the District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring thirty (30) days for non-payment of premium) notice of cancellation to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not

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

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

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

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

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

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

- 24.0 DISPUTE RESOLUTION.** The parties agree that if any dispute should arise under the terms and provisions of this Agreement, the parties agree first to try, in good faith, to settle the dispute by mediation, before resorting to court action. The costs of mediation shall be borne equally by the parties. Neither party shall file a court action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The mediation shall be conducted in Truckee, California, unless the parties agree to conduct it in a different location. If, for any dispute or claim to which this paragraph applies, any party commences court action without first attempting to resolve the matter through mediation or refuses to mediate after a written request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- 25.0 FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States or any state or political subdivision thereof or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, and fluctuations in the price of precious metals, performance of such act shall be excused for the period equivalent to the period of such delay, specifically provided that the total period(s) of delay permitted under this paragraph will not exceed five (5) years.
- 26.0 SEVERABILITY.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on District and Consultant.
- 27.0 CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 28.0 NO ASSIGNMENT.** Consultant shall not assign this Agreement without the prior written consent of the Contract Officer.
- 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
