



TOWN OF TRUCKEE
REQUEST FOR PROPOSALS (RFP)

Event Shuttles and On-Call Transit Operations (Five-Year Contract)
(RFP#2024-19)

Key RFP Dates

RFP Issued: December 13, 2024

RFP Questions: December 30, 2024

Proposal Deadline: January 17, 2025

Tentative Interviews: February 12-13, 2025

Notice of Intent to Award: April 8, 2025

Submissions must be received no later than 4:00 P.M. on January 17, 2025.

Submit via email to truckee@townoftruckee.com with the RFP Number and Title in the Subject Line.

All questions should be sent via e-mail directly to dmchugh@townoftruckee.gov no later than 4:00 P.M. on December 30, 2024.



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A. INTRODUCTION

The purpose for this Request for Proposals (RFP) is to solicit services of a qualified transit operator to provide event shuttles and other on-call transit services for a five (5) year period commencing June 2025. The successful contractor(s) must have a California PUC license along with all other pertinent licensing required to operate the shuttle service. The Town intends to use the results of this RFP to evaluate and select at least one contractor in order to negotiate a final contract and associated price for the listed transit services.

B. SCOPE OF WORK

Event shuttles are needed to provide transportation to a minimum of the following events throughout the year and may be requested for other events if a need is identified:

- Truckee Thursdays’ events (Eight Thursdays between late-June and mid-August)
- July 4th Parade
- July 4th Fireworks and Celebration

Shuttles will be free to the rider, so no fares will be collected. For Truckee Thursdays and the July 4th Parade, event shuttles are provided from Truckee neighborhoods, as well as from Northstar, into Downtown Truckee. For the July 4th Fireworks event, event shuttles function as a Park and Ride between Truckee High School and the West End Beach of Donner Lake. Additional shuttle service may be required at other times throughout the year. An estimated 340 revenue service hours over 10 days are projected to be required to provide the shuttle service to the above-referenced events each year.

Revenue service hours begin when the driver has arrived at the first stop of the day on the route and ends when the driver has arrived at the last stop of the day on the route. Revenue service hours do not include deadhead hours, hours associated with meal breaks, on-site supervisor hours, or any other administrative overhead hours.

For reference purposes, below are the general routes, round-trip mileage from the routes into Downtown Truckee, and number of buses necessary to be assigned to each route. Exhibit A provides a sample route map.

Route	Mileage	No. of Buses
Prosser	7	1
Glenshire	13	1
Sierra Meadows	5	1
Donner Lake	12	1
Tahoe Donner	14	1
Northstar	16	1

The routes will generally operate on 45-to-60-minute headways. Electric buses or buses that operate on renewable diesel are preferred but not required. Buses that are ADA accessible are preferred but not required, however, there must be at least one ADA accessible vehicle (van, SUV, etc.) available



on-site during operations when less than 100 percent but at least 50 percent of the buses provided are ADA accessible. When less than 50 percent of the buses provided are ADA accessible then there must be at least two ADA accessible vehicles available on-site during operations. The event shuttles generally operate during the following hours:

Event	Operating Hours
Truckee Thursdays	4:30 PM - 10 PM
4th of July Parade	8:00 AM - 1:00 PM
4th of July Fireworks	3:00 PM- 12:00 AM

In addition to providing buses and drivers, the successful contractor(s) must have a supervisor on-site in Truckee during operations.

The Town will develop and provide the selected contractor(s) with schedules and route maps for the required shuttle services. The contractor(s) shall train all drivers on the routes and schedules of the service, including facilitating a dry run of all the routes by each of the drivers prior to start of service. Drivers will be required to keep a log of passenger counts on each run of each route by stop for each day of service that will be provided to the Town. Drivers provided by contractor(s) shall have the necessary communications equipment to coordinate with contractor(s) dispatcher and supervisors including with the required on-site supervisor. Each driver will maintain a lost and found log and turn in all lost and found articles to contractor(s) supervisors following completion of the services. Contractor(s) shall surrender all lost and found articles to the Town.

C. RFP SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

Date	Event
December 13, 2024	Release Request for Proposals
December 30, 2024	RFP Question Submittal Due by 4:00 p.m.
January 17, 2025	Submittals Due by 4:00 p.m.
February 12-13, 2025	Tentative Interviews
April 8, 2025	Notice of Intent to Award

D. QUESTIONS, CORRECTIONS, AND ADDENDA

Proposers will be required to submit all questions in writing per the schedule. Staff will prepare written responses. Written answers will be shared with all potential bidders through the Town website <https://www.townoftruckee.gov/bids.aspx>. Questions should be sent via e-mail directly to dmchugh@townoftruckee.gov. Questions will not be accepted by phone.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request



clarification or modification of the document. Modifications will be made by addenda as indicated above. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonable should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract, they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

E. PROPOSAL SUBMITTAL

1. FORM

Proposers must submit one (1) electronic copy via email to: truckee@TownofTruckee.com

If an electronic file is too large to submit via email, please provide a link to the file via a file sharing service such as Dropbox. Hard copy and/or faxed submissions will not be accepted. **Please ensure you receive a confirmation of submittal receipt within 24 hours of submittal.** If confirmation is not received, please contact the Town Clerk at KCarpenter@townoftruckee.gov.

2. DUE DATE

Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. In the proposal due date is changed, all known recipients of the original RFP will be notified of the new date via addendum.

3. PROPOSAL FORMAT AND CONTENTS

The proposal should not exceed 10 pages in length (excluding cover letter, proposal cover, cost proposal, table of contents and supplemental information). Supplemental information and appendices should be relevant and brief.

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

COVER LETTER

The introductory letter shall be addressed to:

Alfred Knotts
Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

The letter shall be on Contractor letterhead and include the Contractor's contact name, mailing address, telephone number, and email address. The letter should reflect the Contractor's interest in the on-call contract and understanding of the services being requested, and it should highlight any special or unique qualities that would distinguish the



Contractor's proposal. **All addendums received must be acknowledged in the transmittal letter.**

SECTION I-EXPERIENCE AND QUALIFICATIONS

The proposal describing the contractor's qualifications must address all of the following points in the order shown below:

1. Summary of experience providing transit services, including in winter (snow and ice) conditions. Note that chains will be required to be on-board the buses/vehicles when service is provided during winter months and drivers must be trained on how to properly install the chains.
2. Description and number of buses/vehicles that may be used to provide the service (both ADA and non-ADA) include the following information:
 - Make/Model
 - Year
 - Fuel Type
 - ADA Accessible Status
 - Seating Capacity
 - General Condition
 - Primary/Backup Status
3. Provide proof of California PUC license.

SECTION II- REFERENCES

Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom transit services have been provided. Please include description of transit service, dates that the services were provided. References should be able to attest to the contractor's level of service, timeliness, and overall expertise in transit operations.

SECTION III- COST PROPOSAL

Provide the total hourly rate per revenue service hour that will be charged. Revenue service hours begin when the driver has arrived at the first stop of the day on the route and ends when the driver has arrived at the last stop of the day on the route. Revenue service hours do not include deadhead hours, hours associated with meal breaks, on-site supervisor hours, or any other administrative overhead hours. Proposers must account for non-revenue hour costs and other administrative overhead costs (fuel, insurance, dispatch, on-site supervisor, additional ADA accessible vehicle requirement, etc.) in the rate per revenue service hour as non-revenue service hour costs will not be reimbursed separately. Note that contractor(s)' revenue service hourly rate will increase annually by the San Francisco/Oakland Consumer Price Index as published by the Bureau of Labor Statistics not to exceed three percent (3.0%) per year.



SECTION IV- CONTRACT TERMS

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Exhibit B) or identify specific exceptions to the sample agreement.

SUBMITTAL AGREEMENT

1. Submittal Acknowledgement – Submittal of a proposal shall be deemed a representation and certification by the proposer that it:

- a. Has carefully read and fully understands the information that was provided by the Town to serve as the basis for submittal of the proposal.
- b. Has the capability to successfully undertake and complete the responsibilities and obligations of the submitted proposal.
- c. Represents that all information contained in the proposal is true and correct.
- d. Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation, or other proposer regarding the amount, terms, or conditions of this proposal.
- e. Acknowledges that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer and proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- f. Understands that all proposals, whether selected or rejected, shall become the property of the Town of Truckee.

2. Rights of the Town of Truckee- This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred for the preparation and submission of proposals or in anticipation of a contract. The Town reserves the right to:

- a. Make the selection based on its sole discretion.
- b. Reject any or all proposals in whole or in part.
- c. Issue subsequent RFPs.
- d. Postpone opening for its own convenience.
- e. Remedy technical errors in the RFP process.
- f. Approve or disapprove use of subcontractors.
- g. Negotiate with any, all, or none of the proposers.
- h. Accept other than the lowest proposal.
- i. Waive informalities and irregularities in the proposals; and/or
- j. Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the Town.
- k. The Town anticipates working with a single firm or Consultant team but reserves the right to bifurcate the scope of work based on proposals received.

3. Disqualifications- Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- a. Proposals submitted after the submittal deadline.
- b. Evidence of collusion, directly or indirectly, among proposers regarding the amount, terms, or conditions of the proposal.



- c. Any attempt to improperly influence any member of the evaluation team.
- d. Existence of any lawsuit, unresolved contractual claim, or dispute between proposer and the Town.
- e. Evidence of incorrect information submitted as part of the proposal.
- f. Evidence of proposer's inability to successfully complete the responsibilities and obligations, of the proposal; and
- g. Proposer's default under any previous agreement with the Town, which results in termination of the Agreement.

F. REVIEW AND SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the Town for content, including but not limited to related experience and professional qualifications of the proposing contractors.
2. All proposals will be evaluated by a designated Selection Committee (Committee). The Committee may be composed of Town staff and other parties that may have expertise or experience in the services described herein.
3. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgement and discretion of the Committee. The Committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria below. A list of top-ranked proposals will be developed based upon the totals of each Committee member's score for each proposal.
4. Proposals will be evaluated and ranked based on the following Evaluation Criteria:
 - a. Professional qualifications and experience. (Up to 30 points)
 - b. References and appropriate licensing. (Up to 30 points)
 - c. Availability of and condition of bus/vehicle fleet. (Up to 25 points)
 - d. Cost competitiveness. (Up to 15 points).
5. The Town may, during the evaluation process, request from any proposer additional information which the Town deems necessary to determine the proposer's ability to meet the project requirements. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
6. All contractors responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
7. The contractor(s) selected by the Evaluation Committee will be recommended to the Town Council for an on-call contract, but the Council is not bound to accept the recommendation or award a contract to the recommended contractor(s).
8. The successful Contractor must be an Equal Opportunity Employer and be able to contract with state and local public entities within the State of California.



G. FINALIST INTERVIEWS

The top ranked candidates may be invited to interview with the Town after the submission deadline. The interview process may be waived altogether at the Town's sole discretion. The Town reserves the right to utilize virtual meeting capabilities to conduct interviews.

H. CONTRACT REQUIREMENTS

The selected Consultant will be required to sign a contract for professional services provided by the Town of Truckee. Prior to contract execution and initiation of work on the project, the Consultant shall meet the Town's indemnification requirements as well as insurance coverage requirements, including specified limits for general liability, professional liability, automotive liability, and worker's compensation insurance.

EXHIBITS

Exhibit A: Sample Route Map

Exhibit B: Sample Town of Truckee Professional Services Agreement



Exhibit A: Sample Route Map

EXHIBIT A

Shuttle Routes/Rutas del Servicio

- Route/Ruta #1 Prosser
- Route/Ruta #2 Glenshire
- Route/Ruta #3 Sierra Meadows
- Route/Ruta #4 Donner Lake
- Route/Ruta #5 Tahoe Donner
- Route/Ruta #6 Northstar (see inset)
- ★ Downtown Truckee

Truckee Thursday Shuttle Dates/ Fechas del Servicio de Transporte para Truckee Thursdays 2023

- June/Junio 22
- June/Junio 29
- July/Julio 6
- July/Julio 13
- July/Julio 20
- July/Julio 27
- August/Agosto 3
- August/Agosto 10

Route #6 Northstar

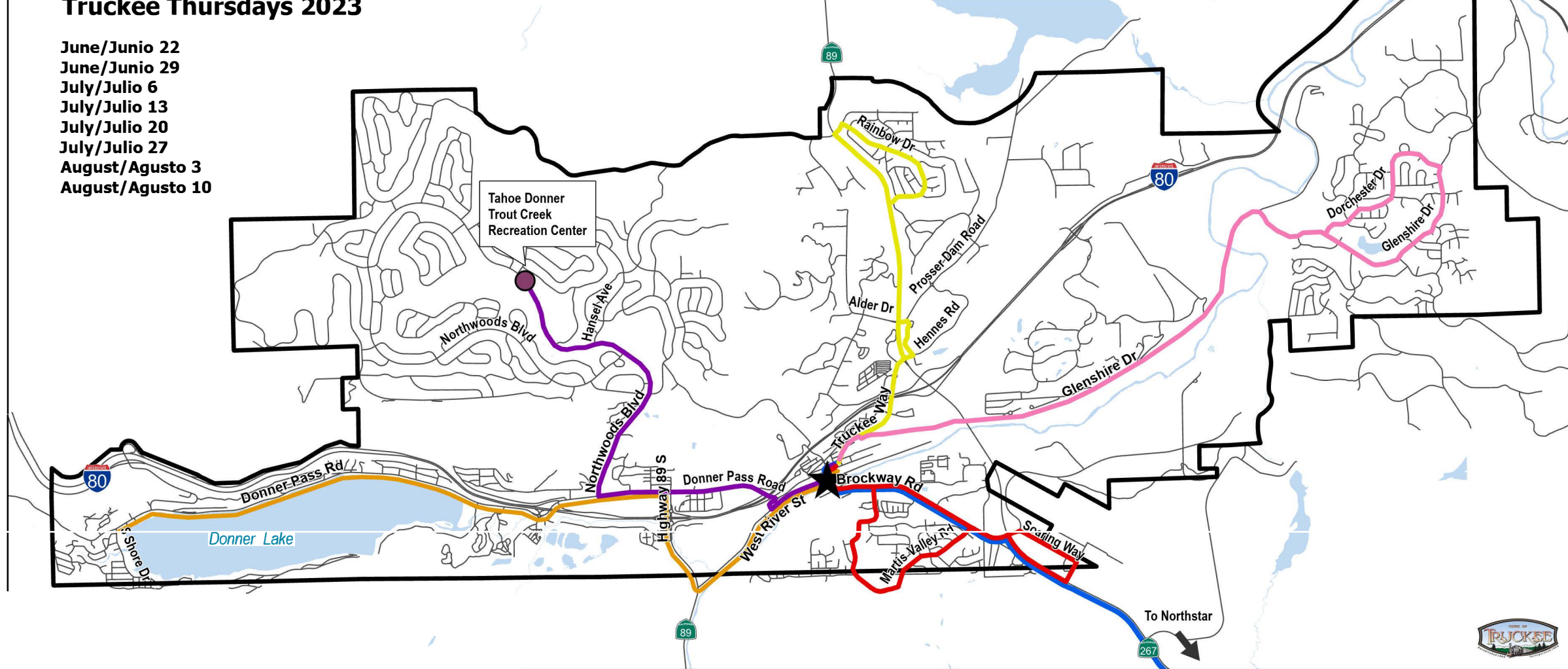
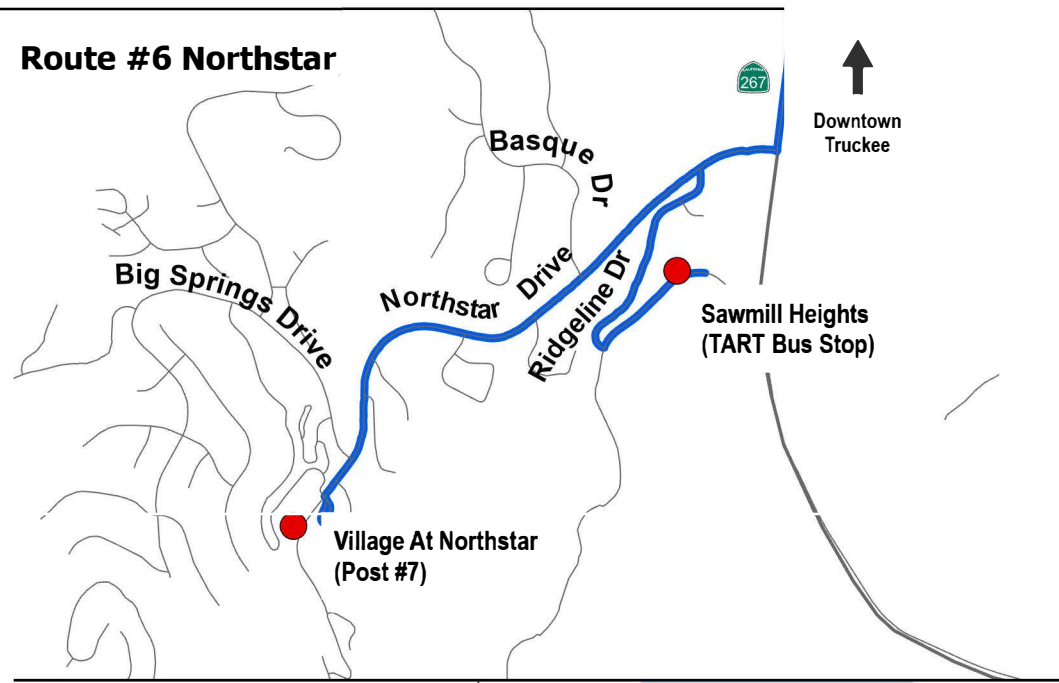




Exhibit B: Sample Agreement

EXHIBIT B

TOWN OF TRUCKEE PROFESSIONAL SERVICES AGREEMENT

1. **PARTIES AND DATE**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Town of Truckee, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 10183 Truckee Airport Rd., Truckee, California, 96161 ("Town") and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.], with its principal place of business at [INSERT ADDRESS] ("Consultant"). Town and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **RECITALS**

2.1 **Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain [INSERT TYPE] services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional [INSERT TYPE] consulting services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

2.2 **Project.**

Town desires to engage Consultant to render such [INSERT TYPE] services for the [INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE] project ("Project") as set forth in this Agreement.

3. **TERMS**

3.1 **Scope of Services and Term.**

3.1.1 **General Scope of Services.** Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [INSERT TYPE] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. [INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE: Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]

3.1.2 **Term.** The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. [***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, DISCRETIONARY RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The Town shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than [INSERT NUMBER] additional one-year terms.***] Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

[OPTIONAL: include the following section if there a person working for Consultant that we deem absolutely critical to the completion of the project. If no such person exists then substitute the text with [Reserved] so as to not throw off the numbering;]

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: [INSERT NAME AND TITLE].

3.2.5 Town's Representative. The Town hereby designates [INSERT NAME

Town of Truckee
[***INSERT NAME OF PERSON OR FIRM***]
Professional Services Agreement for [***INSERT TYPE OF SERVICES***]
[***INSERT DATE***]

[AND TITLE], or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME AND TITLE], or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee of Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising

therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance. [TOWN RISK MANAGER OR TOWN ATTORNEY TO REVIEW PRIOR TO EACH USE]

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has either: (i) provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section; or (ii) procured insurance covering each subconsultant to the same extent as Consultant.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so. If Consultant maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

[OPTIONAL: include the following provision if there is a professional liability exposure; otherwise, always delete. If deleted, then also delete section 3.2.10.3(B) below.]

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead,

asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]

(E) Pollution Liability:

Pollution Liability Insurance covering all of Consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability and 3.2.10.2(B), Automobile Liability Insurance **[INSERT "and 3.2.10.2(E), Pollution Liability"; IF APPLICABLE, OTHERWISE, ALWAYS DELETE]**, shall be endorsed to provide the following:

- (1) Additional Insured: Consultant agrees to endorse the third-party general liability coverage required herein to include as additional insureds Town, its officials, officers, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010, or such other edition date as may be acceptable to Town. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.
- (2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

(B) **[ONLY INCLUDE IF PROFESSIONAL LIABILITY INSURANCE IS REQUIRED, OTHERWISE ALWAYS DELETE AND CHANGE C TO B BELOW]** The policy or

policies of insurance required by Section 3.2.10.2(D) Professional Liability, shall be endorsed to provide the following:

- (1) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

(C) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under Consultant's policies, or Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these insurance requirements, including adding the Town as an additional insured to the subconsultant's policies. Consultant shall provide to Town satisfactory evidence as required under Section 3.2.10.1 of this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

[NOTE: Delete all of 3.2.12 unless there is a potential stormwater or water quality issue.]

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Town's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the Town, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them

without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the Town, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.12.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the Town, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Town, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Town, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: Town reserves the right to defend any enforcement action or civil action brought against the Town for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the Town for the costs associated with, any settlement reached between the Town and the relevant enforcement entity.

(C) Damages: Town may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT AMOUNT WRITTEN OUT] (\$[INSERT NUMBER]) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

[NOTE: If there will be only one invoice at the end of the project, and/or the ompensation is a fixed fee revise the following paragraph accordingly.]

3.3.2 Payment of Compensation. Consultant shall submit to Town a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. Town shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the Town disputes any of Consultant's fees, the Town shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed

fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

[NOTE: Delete 3.3.5 and mark as RESERVED if renewal language is left out of section 3.1.2.]

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

[OPTIONAL: Include the following provision if prevailing wages are required (INCLUDING ANY SCOPE WITH SURVEY IN THE SCOPE OF WORK); otherwise, always delete.]

3.3.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Consultant shall comply and shall require each subcontractor employed by Consultant to provide services pursuant to this Agreement to comply, with the requirements of Labor Code Section 1776, including without limitation the requirement to maintain certified payroll records. Consultant shall submit certified payroll records directly to the California Labor Commissioner. At all times during the course of Consultant's work, Consultant shall remain registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5, and Consultant shall ensure that all subcontractors employed by Consultant also remain so registered. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5. However, an unregistered contractor may submit a bid

Town of Truckee

INSERT NAME OF PERSON OR FIRM

Professional Services Agreement for ***INSERT TYPE OF SERVICES***

INSERT DATE

that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided that the contractor is registered to perform public work at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: [INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT TOWN STATE ZIP]
ATTN: [INSERT NAME AND TITLE]

Town: Town of Truckee
10183 Truckee Airport Road

Town of Truckee
[***INSERT NAME OF PERSON OR FIRM***]
Professional Services Agreement for [***INSERT TYPE OF SERVICES***]
[***INSERT DATE***]

Truckee, CA 96161
ATTN: Town Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer USB drives, external hard drives, discs, or other means of electronic media storage, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the indemnity and defense obligations set forth herein and in Section 3.5.6.2 shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and defense costs shall not exceed Consultant's proportionate percentage of fault.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials, officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought in the Truckee branch of the Nevada County Superior Court.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Town's Right to Employ Other Consultants. Town reserves the right to

employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. [OPTIONAL: If subcontractors are not already listed in the scope of work (Exhibit A), then create a new Exhibit D to list the subcontractors and include the following sentence: "The subcontractors and subcontracted work listed in Exhibit D attached hereto and incorporated herein by reference are hereby approved." DELETE THIS NOTE BEFORE USING THIS TEMPLATE.]

TOWN OF TRUCKEE

Approved by:

Jen Callaway
Town Manager

Date

Approved as to Form:

Andrew Morris
Town Attorney

Date

CONSULTANT

Reviewed and Accepted by Consultant

Signature

Name

Title: [Must be: Chairperson of the Board,
President, or Vice President]

Date

Signature

Name

Title: [Must be Secretary, Assistant Secretary,
Chief Financial Officer, or Treasurer]

Date

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A-I"
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

**[INSERT FEDERALLY REQUIRED PROVISIONS TRIGGERED BY RECEIPT OF
FEDERAL FUNDS FOR THE SERVICES; OTHERWISE
ALWAYS DELETE ENTIRE EXHIBIT "A-I"]**

DRAFT

EXHIBIT "B"
SCHEDULE OF SERVICES

DRAFT

**EXHIBIT "C"
COMPENSATION**

[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW: In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward.]

DRAFT