

TOWN OF TRUCKEE
REQUEST FOR PROPOSAL
FOR THE DEVELOPMENT AND IMPLEMENTATION
OF A NEW TOWN WEBSITE

October 7, 2007

The Town of Truckee is currently requesting proposals from a qualified website design firm to develop and implement a new Town website. If you are interested, please prepare a proposal according to the attached specifications and submit no later than 3:00 p.m. on December 17, 2007 at the following address:

Town of Truckee
Attention: Judy Price, Town Clerk
10183 Truckee Airport Road
Truckee, CA 96161

Specifications may be downloaded at www.townoftruckee.com, picked up at the above listed address, or sent to you by phoning this office. The specifications in the notice shall be considered a part of any contract made pursuant thereto. If you have any questions or comments concerning this RFP, prior to the submittal deadline, please contact me at (530) 587-2924.

Sincerely,

Judy Price
Town Clerk

I. **INTRODUCTION AND SCOPE OF PROJECT**

The Town of Truckee is seeking the services of an experienced website design firm to develop and implement the Town's website with minimal maintenance. This project will involve utilizing posted information currently at www.townoftruckee.com, www.truckee police.com, and www.truckee2025.org plus the implementation of new information, products, and features as suggested by the Town.

The website shall contain general Town information including separate pages or links for most Town departments. The Town of Truckee is committed to building a website that is designed upon the ease of use from the viewpoint of our citizens. The Town is interested in a basic design that aids website visitors who generally know what information they need or service they want to secure. The site shall also equally facilitate usage by visitors who may not understand how to find that information or service within the governmental organization. We want to make the citizen's use of our site is a pleasant, informative experience with ease of use paramount.

The successful firm will have substantial experience in website design, development, implementation, and maintenance.

Project Phasing

This project will be separated into four separate phases as follows:

Phase I – Review the Town's website identifying opportunities for improvement to allow the site to have functionality similar to “advanced” municipal government websites. The end product of this task will be a presentation to the Town's Website Committee outlining a range of alternatives available to enhance the Town's website. It is expected that not all alternatives presented by the consultant will be implemented in other Cities. Rather, the Town is looking for professional assistance to provide a range of alternatives and implementation issues to allow the Town to make decisions regarding which alternatives are most appropriate and cost effective for the Town.

Phase II – Meet with the Town Website Committee to discuss potential changes and upgrades to the Town's website. This phase will include information regarding development costs, timelines, basic website design, and architecture. In addition this phase will include an option to link to various web enabled Town databases and applications provided by third party vendors. Potential applications include those related to dog license issuance, building permits, and public records. The end product of this phase will be the development of a mutually agreed to proposal outlining the scope, cost and basic design for a new or enhanced Town website.

Phase III – Implement changes as outlined in task two above. The Town will meet with consultant prior to the start of this phase to develop a project schedule and appropriate implementation plan.

Phase IV – Provide on-going “as needed” consultant services for website maintenance services as determined appropriate by the Town.

Projected Timetable

The following timetable should be used as a working guide for planning purposes. The Town of Truckee reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Item</u>	<u>Due Date</u>
RFP Issued	November 9, 2007
Proposals Due	December 17, 2007
Complete Evaluation of Proposals (Short List)	January 16, 2008
Presentations/Interviews	January 22-25, 2008
Announcement of Contract Award	February 1, 2008
Contract to Start	February 7, 2008
Submission of Page Prototypes for Review	March 12, 2008
Complete Contract Work	June 1, 2008
Website Testing Period & Training	July 1-16, 2008
Develop Policy & Procedures for Maintenance	July 16-30, 2008
Go Live	August 4, 2008

II. GENERAL AND DESIRED ENHANCEMENTS

1. Create the Town's website to be resourceful, informative, and serve as a marketing asset that provides a citizen/visitor friendly environment which emphasizes access to Town services and departments.
2. Develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that is flexible enough to support the Town's internet needs for a minimum of five years.
3. The Town's preferred website model calls for each Town department to have the ability to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental events, graphics upload/download, removing old and outdated information, and general noticing. Administrative (webmaster) level abilities.
4. Create a standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the Town's website. However, the established theme should also provide the flexibility to allow for different Town functions and some level of individuality and/or functionality between Town functions and departments.
5. For ease of use, the Town's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic and a homepage link or icon on each page in the same position.
6. The Town anticipates a future expansion of the website. The design should facilitate future capability of online transactions such as parking fee payment, permit fee payments, dog license payment, integration with remitting and records software, etc.
7. To enhance the existing navigation scheme and make recommendations for improvement.
8. To provide the Town website with a fresh new look and feel which reflects a dynamic and vibrant community that is exciting and inviting to visitors (graphical design).
9. To provide an architecture that is easily updateable and low maintenance.
10. The site must function cleanly for users with no plug-ins with an alternative way to access the information for users who do not have a plug-in or do not wish to install it. The only plug-in that will be used for information will be Adobe Acrobat reader

for use in specific informational documents. Also, any use of technology requiring plug-ins should be an enhancement rather than a core design.

11. To provide site search tools for the entire website, including advance searching methods to limit searching areas. The web pages contained on the site must be contained in a searchable index file to allow for speedy lookup by visitors and search engines. Example: A database that tracks all pages and associated keywords, with admin section. Upon creating new pages, site administrator would add URL to database and associate keywords. Open to recommendations as to specific functionality. Key is to avoid irrelevant or useless results being returned to users.
13. To provide the design and coding of three variations of level two pages to be provided as templates for future departmental web pages (as an option).
14. Evaluate the current website as it relates to Section 508 of the Rehabilitation Act (<http://www.section508.gov/>)
15. Upon completion of the contract, the Town of Truckee will take complete ownership of the website including the design and any images such as illustrations and photography used on the site. Please acknowledge this in your proposal submission.
16. Interactive forms with email notification of changes made to specific areas of or items within the website.

Although the Town has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in designing the style of the Town's website. We encourage respondents to consider and propose alternative solutions, recommendations, and improvements.

III. SERVICES TO BE PROVIDED

1. System operations and technical features:
 - A. The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen.
 - B. As per the Americans with Disabilities Act, the Town must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do to the general public. The Town expects respondents to offer suggestions regarding accessibility.
 - C. The site should be developed to minimize loading times for analog dial-up customers.
 - D. The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal.
 - E. All documents, including maps and tables, should be in a Portable Document Format (PDF), HTML, or in a format approved by the Town to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
 - F. Include links for citizens to download any browser plug-in products, such as Acrobat Reader, that are necessary to view information on the site.
 - G. The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility in your response.

- H. The site should take into consideration the Town's future desire to include e-commerce capabilities, enabling secure on-line credit card purchases, verification, fulfillment, and acceptance.
 - I. The site should include the ability to conduct e-government transactions such as on-line permitting, employment applications, facility reservations, and other interactive forms.
 - J. The site should include the ability of online audio and video.
2. Other requirements and features:
- A. Cross-referenced information should be hyper-linked from page to page within the website with the Home Page link always visible.
 - B. Graphical files should be relative to the site and provide for quickest loading, with no use of cartoons or caricatures.
 - C. The site must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance.
 - D. Capability to maintain an archive of existing and past records such as agendas, staff reports, minutes, press releases, etc.
 - E. Capability for Town personnel to conduct routine maintenance of the site. A system needs to be structured for maintenance and updating capabilities by non-technical staff.
 - F. The proposal should include basic training for employees, training plan and timeline for the same.
3. Services required after selection
- A. The selected firm's representatives may be required to attend a public meeting during the approval process.
 - B. The selected firm's representatives will be required to meet with the Town's project manager and/or representatives to discuss and plan the project(s) and provide progress reports as needed.
 - C. In conjunction with performance under the approved contract, the contractor may be required to attend additional progress meetings in the event contractor is not in conformance with the contract. These meetings will be provided at no additional cost to the Town.
 - D. A testing period and subsequent acceptance testing period shall be provided, during which the Town may evaluate the website on Town property to ensure satisfaction with the website functions and conformance with specifications.
 - E. Provide the Town with the source code for the website and any applications developed in conjunction with the website or an explanation of why this is not feasible.
 - F. The selected firm will be responsible for coordinating and implementing the website with Town personnel and the entity hosting the site.
 - G. Technical support (help desk, hours, live, online, training, troubleshooting, email) and associated costs.

IV. REQUESTED INFORMATION AND PROPOSAL FORMAT

- 1. The proposal should contain the total project cost and detailed "line item" costs for components of the project. In addition, please specify:

- A. "Not to Exceed" Fee (for actual cost of time and materials needed to complete the project).
 - B. "Not to Exceed" Fee (for any reimbursable costs anticipated during the course of this project).
 - C. Hourly rate schedule for services.
 - D. Separate cost figure for costs associated with initial start of project.
 - E. Any additional costs/charges (such as traveling expenses) must be clearly defined in the proposal.
 - F. Information and costs for the optional services should be submitted separately.
2. Proposal(s) should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, etc.).
 3. Proposal(s) should be all encompassing, with a single vendor identified as the "responsible lead vendor." Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
 4. Eight (8) copies of the Proposal (one copy unbound) and one (1) CD must be submitted. (Attachment A)
 5. The title page of the proposal should contain your firm's name, address, telephone number, principal contact, fax number, and e-mail address.
 6. Years of experience related to website design.
 7. Include resumes of all principals to be involved in the project and their roles and responsibilities for the proposed project. (see Attachment B)
 8. The Proposal should contain a Table of Contents.
 9. Enclose a section on relevant website development experience and information on the extent of your firm's abilities to meet the needs of this project.
 10. Provide an estimated summary timeline for completion of this project.
 11. Provide a list of comparable websites, including municipalities and governmental agencies designed by your firm. Include the website address, company/agency contact person, address, telephone number, and hard copies of the home pages. These companies/agencies may be contacted for references.
 12. A sample home page. Please provide a sample of what you envision as the home page for the site.
 13. Timing to complete the design and implementation. This should be as realistic as possible since this will be part of the contractual agreement.
 14. A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.
 15. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the Town in order to complete this project.
 16. Minimum of three related business references, including names, addresses and phone numbers plus a description of the type of work you performed for them.
 17. Additional reports and/or descriptions of relevant feedback regarding the success of project(s) recently completed.

Statement of Work

1. Give a description of the development process including a listing of project stages and milestones. Give an estimated project development timeline and overall project duration.
2. Give a breakdown of project costs and details.
3. Describe the plan for meeting with Town staff members including strategy for gaining design consensus.
4. Describe the plan for quality control and testing.
5. Describe the plan for final and draft delivery methods.

Products

1. Provide a full overview of the products and technologies that your company currently will be utilizing.
2. Explain your company's ability to upgrade the services requested by issuer and any future capabilities your company is considering.

V. OPTIONAL SERVICES

If providing a proposal on these services, please provide separate proposal(s), with the appropriate titles and cost estimates thereof. Please indicate whether the costs reflect an annual, monthly, or hourly rate and the minimum number of hours available to the Town during the designated time frame. Include information as it relates to these services as requested in Section "IV."

1. MULTILINGUAL VIEWING

As a future capability, the Town is interested in having the option to view the entire website, or specific components, in Spanish. The Town may provide the translations; however, the respondent may provide qualified language translation to duplicate all information in preferred languages. If the respondent can provide translation services, the costs must be provided separately.

2. WEBSITE MAINTENANCE

The following is the scope of services the Town would like to have provided for website maintenance:

- A. Monthly inspections of the entire Town website for broken links, damaged pages and/or graphics, software updates, code modification, etc.
- B. Minor test/date corrections within 24-hours of notification by the Town (weekends and holidays excepted). Acceptable notification methods by the Town are e-mail, facsimile, and/or telephone.
- C. Update/maintain searchable index file to allow for web crawlers to find the website and its contents quickly to be listed at the highest level on search engines.

3. WEBSITE HOSTING (see Attachment C)

4. WEBCASTING

VI. SELECTION PROCESS

Proposals received will be evaluated by a committee of members consisting of both Town and non-Town staff. The evaluation criteria shall include, but not necessarily be limited to, the entity's experience, understanding of the project, proposal's completeness in addressing all items in the Scope of Services, abilities to provide high quality, flexible, responsive services and maintenance, and the proposed cost of the project. The entities, whose qualifications and proposals are determined best suited to the project, will then be invited to an interview/presentation meeting for further evaluation of their qualifications and proposals. The Town shall then award the contract. The Town reserves the right to determine which, if any, of the proposals it may wish to accept, to request that modifications be made to any proposal prior to the award of contract and/or cancel or amend any and all requirements for this project at any time.

1. Final Selection

Following the review of the proposals, presentation, and interviews, the Town may further invite a firm(s) to formally meet with Town representatives/project team prior to making a final determination to address additional inquiries by the Town/Project Team/Committee and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include the finalization of terms in regards to service agreements and costs.

However, the Town of Truckee reserves the right to reject any or all quotations, waive any informality in RFPs, and to accept or reject any items thereon.

2. Contract Commencement and Completion

Should the Town select a firm in response to this RFP; a service contract will be required. While the specific conditions of the contract are dependent on the types of services proposed and negotiated fees, it is anticipated the contract will include the terms in Attachment "D". Any modifications to the terms will be determined by the Town.

- A. The selected firm will be required to enter into an Agreement for the project with the Town.
- B. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm, but shall be no later than 120 days from the award of the contract
- C. Before the Town executes a contract, the selected firm shall furnish the Town with a certificate evidencing Workmen's Compensation Insurance and Comprehensive Public Liability Insurance or General Liability Insurance. The Town shall be named as an additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

VII. OWNERSHIP AND INTELLECTUAL PROPERTY

- 1. The project, and all services provided shall constitute a "work for hire." All screens, graphics, domain names, content and the "look and feel" of the site developed shall be owned solely by the Town of Truckee, together with any and all underlying software, object code, digital programming, and source code.
- 2. The contractor does not retain any rights to use any materials or software it gains from its creation of the website.

3. All intellectual property developed in connection with the website will be owned solely by the Town of Truckee.
4. In developing the website, the contractor will not infringe or violate the copyright and other intellectual property rights of third parties.
5. The contractor is responsible for securing various rights, licenses, clearances, and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the website.
6. All applicable copyright notices will be displayed on the website.
7. Contractors will not, during the website development or thereafter, use the Town's logos, except with the Town's express written approval.

VIII. TOWN'S RESPONSIBILITIES

1. A Town representative will be designated to monitor all technical aspects and assist in administering the contract. The types of actions within the Town representative's authority are to assure that the contractor performs the technical requirements of the contract. The Town representative will also perform or cause to be performed, inspections necessary in connection with performance of the contract; monitor the contractor's performance under the contract; and notify the contractor and the Town of any deficiencies observed.
2. The Town will be responsible for providing the contractor with the specific information on the content to be included on the Town's website, including documents and images in Microsoft Word, Microsoft Excel, Adobe PDF, JPEG, GIF, TIFF, and Adobe Illustrator upon the contractor's request; unless otherwise specified and approved.
3. The project representative will be available as necessary to answer questions and provide resources.
4. The Town representative will not be responsible for any failure on the part of the contractor to carry out work in accordance with the contract.

IX. MISCELLANEOUS

The contractor shall hold the Town of Truckee, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used under the proposal or performance of the project if awarded the contract.

ATTACHMENT A

Proposal Certification Form

Please return eight (8) copies and one (1) CD of your proposal to:

Town of Truckee
Attention: Judy Price
10183 Truckee Airport Road
Truckee, CA 96161

Name (print): _____ Signature: _____

Title: _____ Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

ATTACHMENT B

Schedule of Fees and Expenses

	<u>Proposed Hours</u>	<u>Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____
Managers	_____	_____	_____
Supervisory	_____	_____	_____
Staff	_____	_____	_____
Other (specify): _____	_____	_____	_____
Other (specify): _____	_____	_____	_____
Other (specify): _____	_____	_____	_____
Total all-inclusive maximum price			\$ _____

ATTACHMENT C

Web Hosting

1. Is there a minimum contract term? Is there a discount in cost for a long-term contract? If yes, how much?
2. Specify server type.
3. Specify connectivity type and describe features related to reliability.
4. Would or should the Town be given their own dedicated server? If not, explain what would be provided?
5. Specify storage space availability and limitations. Will this be adequate for the Town's needs? Is there an additional charge for more storage space? If yes, how much?
6. How much bandwidth will you provide? Is there an additional cost for more?
7. What is the guaranteed percentage of site uptime?
8. Do you provide forms for secure data transmission (for instance, if the Town wanted to allow the public to complete and submit on-line permit application forms)?
9. Do you provide shopping cart/credit card clearing services? Is this service included in your fee?
10. Intrusion Prevention. How will the site be protected from hackers and what measures will be taken if the site has been compromised?

10. Please specify your Real Audio/video capabilities, if any.
11. Describe the site statistics that will be made available to the Town. Will these cover each individual page? Will the statistics be live and be able to be accessed on-line by authorized Town personnel? If not, how often would statistics be provided?
12. Please list database options your site will support.
13. How does your firm go about detecting intrusion? What is your monitoring frequency?
14. What actions are taken if intrusion is detected?
15. What type of firewalls do you provide?
16. What type of safe data transmission encryption software do you use?
17. What kind of log files do you maintain? Will the Town have access restrictions to these files?
18. Describe your back-up power supply capabilities.
19. Describe the building/physical surroundings the server is housed in and any relevant safety/security features or concerns the Town should be aware of.
20. What type of data back-up do you provide and how frequently is it performed?

ATTACHMENT D

TOWN OF TRUCKEE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on _____, 2008 by and between the Town of Truckee, a municipal corporation of the State of California (hereinafter "TOWN") and _____ (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the principal members of CONSULTANT are _____, and are experienced in providing _____ services; and

WHEREAS, TOWN desires to engage CONSULTANT to render surveying consulting services as set forth herein for the purpose of performing _____ (hereinafter "Project");

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I SCOPE OF SERVICES; TERM

1.1 General Scope of Services.

CONSULTANT shall, upon request from Town, provide consulting services on various issues involving _____ (hereinafter "Services"). Such services shall include, but not be limited to, the technical and professional services set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 Term.

The term of this Agreement shall be from _____, 2008 until _____ 2008, or until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II RESPONSIBILITIES OF CONSULTANT

2.1 Control and Payment of Subordinates.

TOWN retains CONSULTANT on an independent contractor basis and CONSULTANT is not an employee of TOWN. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. 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 with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All work prepared by CONSULTANT shall be subject to the approval of TOWN.

2.3 Standard of Care; Licenses.

CONSULTANT shall perform the Services under this Agreement in a skillful and competent manner. CONSULTANT shall be responsible to TOWN for any errors or omissions in its execution of this Agreement. CONSULTANT represents and warrants to TOWN that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession. CONSULTANT further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

2.4 Project Representatives.

CONSULTANT assigns _____ as its Project Representative who shall coordinate all phases of the project. The Project Representative shall be available to TOWN at all reasonable times. CONSULTANT may appoint another person as Project Representative upon written notice to TOWN. _____ shall act as Town's Project Representative for purposes of carrying out this Agreement.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow an authorized representative of TOWN, during normal business hours, to examine, audit, and make transcripts of copies of such records. CONSULTANT shall allow inspection by TOWN 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.

ARTICLE III
FEES AND PAYMENTS

3.1 Compensation.

Except as provided in this section, CONSULTANT shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B". Total compensation shall not exceed \$_____ without written approval of TOWN'S Project Representative. Extra work may be authorized as described below, and, if authorized, shall be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation.

CONSULTANT shall provide to TOWN a monthly statement that indicates work completed, hours of service rendered and units of supply provided to the Project by CONSULTANT from the first of the first of the month, or the start of the subsequent billing periods, as appropriate, through the date of the statement. TOWN shall, within 30 days of receiving such statement from CONSULTANT, review the statement and pay all approved charges thereon.

3.3 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 that 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 Extra Work until receiving written authorization from TOWN'S Project Representative.

3.4 Reimbursement for Expenses.

CONSULTANT shall not be reimbursed for any expenses unless authorized in writing by TOWN.

ARTICLE IV **INDEMNIFICATION AND INSURANCE**

4.1 Indemnification.

CONSULTANT shall defend, indemnify and hold TOWN, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of CONSULTANT arising out of or in connection with CONSULTANT's performance of this AGREEMENT, including without limitation the payment of attorneys' fees. Further, CONSULTANT shall defend at its own expense, including attorneys' fees, TOWN, its officials, officer, employees, and agents in any legal action based upon such acts, omissions or willful misconduct.

4.2 Insurance.

CONSULTANT shall obtain and shall require its subconsultants to obtain insurance of the types and in the amounts described below and satisfactory to TOWN.

4.2.1 Commercial General Liability Insurance.

CONSULTANT shall maintain occurrence version commercial general liability insurance of equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

4.2.2 Business Automobile Liability Insurance.

CONSULTANT shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

4.2.3 Professional Liability Insurance.

CONSULTANT shall maintain errors and omissions liability insurance with a limit of not less than \$1,000,000 each claim. Such insurance shall be maintained for a minimum of five years following completion of the Services.

4.2.4 Workers' Compensation Insurance.

CONSULTANT shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

4.3 Additional Insureds.

Such insurance shall name TOWN, its officials, officers, employees, agents and consultants, as insureds with respect of performance of Services. Such insured status shall contain no special limitations in the scope of its protection to the above-listed insureds. All insurance shall be primary with respect to any insurance or self-insurance programs covering TOWN, its officials, officers, employees, agents, and consultants and shall contain standard separation of insureds provisions.

4.4 Certificates of Insurance.

CONSULTANT shall, prior to commencement of the Services, furnish to TOWN properly executed certificates of insurance, and certified copies of endorsements and policies, which shall clearly evidence all insurance required in this Section. CONSULTANT shall not

allow such insurance to be canceled, expire or be materially reduced in coverage except on 30 days prior to written notice to TOWN.

4.5 Policy Endorsement.

The certificate of Insurance must be accompanied by a Policy Endorsement verifying a change to the policy has occurred to additionally insure The Town of Truckee with reference to the contract.

4.6 Term of Coverage.

CONSULTANT shall maintain all insurance required by this Agreement from the time Services commence until Services are completed, except as may be otherwise required by this Article. CONSULTANT shall replace any policies, certificates and endorsements for any insurance expiring prior to completion of the Services.

4.7 Licensed Insurer.

CONSULTANT shall place all insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

ARTICLE V **TERMINATION**

5.1 Notice of 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. CONSULTANT shall discontinue all Services affected within seven (7) days of receipt of such notice, unless otherwise instructed by TOWN in writing. CONSULTANT may not terminate this Agreement except for cause.

5.1.1 Termination For Convenience.

If termination is for the convenience of the TOWN, CONSULTANT shall be paid for Services performed through the date of termination, upon receipt of written documentation by TOWN. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.2.2 Termination for Cause.

If termination is due to CONSULTANT's failure to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for Services that have been completed and accepted by TOWN. CONSULTANT shall be liable to TOWN for any reasonable additional costs incurred in the revision of unsatisfactory work received from CONSULTANT, which at TOWN'S discretion must be revised, in part or in whole, to complete the Project.

5.2 Procurement of Similar Services.

In the event this Agreement is terminated in whole or in part as provided by this Article, TOWN may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.3 Work Product.

If this agreement is terminated as provided in Section 5.1 of this Agreement, or at the time that CONSULTANT completes the work required under this Agreement, TOWN may require CONSULTANT to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by CONSULTANT in connection with the performance of Services under this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1 **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 be modified only by a writing signed by both parties.

6.2 **Successors and Assigns.**

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by CONSULTANT without the prior written consent of TOWN.

6.3 **Subcontracts.**

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of TOWN. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an express assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.4 **Equal Opportunity Employment.**

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment with CONSULTANT on the basis of race, color, religion, national origin, ancestry, sex or age.

6.5 **Attorney's Fees.**

If either party commences an action against the other party 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 costs of suits.

6.6 **Governing Law.**

This Agreement shall be governed by and construed with the laws of the State of California.

6.7 **Time of Essence.**

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

6.8 **Right to Employ Other Consultants.**

TOWN reserves right to employ other consultants in connection with this Project.

6.9 **Delivery of Notices.**

All notices permitted, or required under this Agreement, shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may 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:

TOWN:

Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161-3306
Attn: Tony Lashbrook
Town Manager

CONSULTANT:

Name
Address
City, State, Zip
Attn:

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, return receipt requested and addressed to the party at its applicable address.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first hereinabove written.

TOWN OF TRUCKEE

DATED: _____

Tony Lashbrook, Town Manager

APPROVED AS TO FORM:

DATED: _____

J. Dennis Crabb, Town Attorney
Town of Truckee

CONSULTANT

Firm Name: _____

DATED: _____

By: _____
Signature

Printed Name & Title:

EXHIBIT "A"

SCOPE OF WORK

[To be Inserted]

EXHIBIT "B"
COMPENSATION
(To be Inserted)