



Tahoe Transportation District

Date: April 8, 2009

To: Interested Consulting Firms

Subject: **Request for Qualifications and Statement of Interest for Various Professional Consulting Services**

The Tahoe Transportation District (TTD) is embarking on the development and implementation of the TTD Capital Improvement Program (CIP). The program includes a wide variety of projects and will require a broad range of professional services. The CIP is addressing many issues related to growth, mobility, and environmental protection/restoration. The TTD is currently working on, or has plans to work on the following projects:

- **Nevada Stateline to Stateline Bikeway Facility Project**
- **US 50 Stateline Corridor/Loop Road Project**
- **Lake Tahoe Waterborne Transit Service and Landside Facility Project**
- **Nevada State Route 431/28 Roundabout Project**
- **California State Route 89/89 Realignment Project**
- **Transit Support/Passenger Facilities**

In addition to above-referenced CIP projects, the TTD has programs for operational and safety improvements, as well as transit service improvements. To assist in accomplishing this work, the TTD is soliciting Statements of Qualification (SOQ) from consultants to provide consulting services. In that a variety of services are needed, consultants are encouraged to identify areas of interest in which they are qualified. The TTD has outlined a two step process to use for the hiring of consulting services. The first step (develop a short list) will be accomplished through this RFQ. A matrix is included in the RFQ which will help the TTD in organizing the various interested consultants. The qualified consultants selected from this SOQ process will be placed on a short list and may be solicited for tasks over the next three years. As the need for consultant services for individual projects or programs are identified, a TTD Project Manager or District Manager will initiate the second step, form a selection committee and either issue a Request for Proposals, hire a group of consultants for use on a rotating basis, or select a consultant from the short list and negotiate a contract. This process is explained in more detail in the attached document.

Thank you for your participation in the RFQ process!

REQUEST FOR QUALIFICATIONS

PROFESSIONAL CONSULTING SERVICES

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ATTACHMENTS:

Attachment ASample Professional Services Agreement*

* Note: Sample agreement is for reference only, other terms and conditions may apply based on the types of services involved.

REQUEST FOR QUALIFICATIONS AND STATEMENT OF INTEREST

PROFESSIONAL CONSULTING SERVICES

Scope of Work

Objectives

The Tahoe Transportation District (TTD) anticipates needing assistance in several professional service areas; from project management to drafting services. Statements of Qualifications (SOQ's) are requested from qualified consultants interested in providing services in the following areas:

Types of services required:

Category 1 Project Delivery: This includes management, planning, design, environmental, utility coordination, and similar tasks to deliver a transportation capital project.

- A. Large complex transportation projects – Over \$10M construction
- B. Smaller transportation projects - Under \$10M construction

Category 2 Project and Program Management: Due to current workloads and staffing levels, management and coordination services may be sought.

- A. Project management – manage a specific project or groups of projects
- B. Program management services – manage a unit or program of the District, such as development review, permitting, and plan checking (provide full service)

Category 3 Specialty Assistance in Support of Project Delivery or Design Review: Presently, the TTD is not fully staffed and, thereby limited in the ability to deliver CIP projects in-house. TTD is seeking specialty assistance related to the following disciplines:

- A. Civil Engineering – general civil engineering, as it relates to transportation and environmental restoration
- B. Surveying – construction staking, topography, aerial mapping
- C. Geotechnical Engineering – roadway, foundation for structures reports
- D. Environmental Services – EIS, EIR, EA, MND, and IS documentation, as well as TRPA, USACOE, CA DF&G, NV DOW, FHWA, FTA, Caltrans, and NDOT permitting, other special studies as necessary
- E. Right-of-way – appraisals, property acquisition, title and escrow services
- F. Structural Engineering – bridge design/inspection, retaining wall design/inspection

- G. Traffic Engineering – conduct and review of various studies, Synchro/Sim traffic analysis, traffic forecasting and modeling, design and review of traffic signals, signing, and striping
- H. Hydraulics and Hydrology Engineering – drainage studies, design, CCTV inspections
- I. Computer Aided Design and Drafting (CADD)/Geographic Information Systems (GIS) – ability to provide “on-call” technical assistance with AutoCAD Civil 3D, ESRI ArcGIS, and drafting services
- J. Utility Coordination and Relocation Services – design for the relocation of various utilities, coordination between various utility companies
- K. Construction Management and Other Construction Services – inspections, contract administration
- L. Materials Testing

Category 4 Transit Systems/Service Planning: TTD owns various transit related rolling stock and support facilities and as a result, operates local and regional transit services. Additionally, TTD will be evaluating future transit service opportunities from various modes (i.e. bus, ferry, fixed guideway) included in existing short and long term regional transportation plans that will require specialized services. Examples of areas of assistance include, but are not limited to:

- A. Bus Transit Route and System Planning - data collecting, existing route analysis, efficiency recommendations, future route analysis, ridership projections, develop capital and operational requirements for future services, conduct route cost/benefit analysis
- B. Fixed Guideway and Bus Rapid Transit Planning - conduct feasibility, fatal flaw and alternatives analysis, develop ridership projections, systems requirements, and capital and operations requirements for preferred alternative
- C. Multi-modal Planning – waterborne transit planning and service design, aerial tramway planning and service design, pedestrian and bicycle planning and design

Category 5 Miscellaneous: TTD requires a variety of assistance in the performance of duties. Examples of areas of assistance include, but are not limited to:

- A. Landscaping – tree trimming service, planting and maintenance, arborist consulting
- B. Financial services – CIP and O&M financing
- C. Potholing – provide utility location services through potholing
- D. Land use planning – transportation related land use policies and growth projections
- E. Public Outreach and Education– organizational and project/program specific
- F. Organizational Management - strategic planning, asset management
- G. Architectural
- H. Marketing/Surveys/Polling and Evaluation

If there are areas of expertise that your firm holds which you believe may be of assistance in delivery of Capital Projects or the performance of TTD duties, please include them in the SOQ.

SOQ Minimum Requirements

Please provide one (1) original and five (5) copies of all materials and SOQ's submitted; one (1) copy must be included on CD in pdf format. Concise, responsive SOQ's formatted on 8 1/2" x 11" pages (portrait orientation) must include the following:

1. Cover letter -- not to exceed one page, identifying name, address and telephone number of the principal person representing the firm, an original signature by an individual authorized to execute an agreement with the Tahoe Transportation District, a statement acknowledging that the prospective consultant has reviewed the language contained within the Sample Professional Services Agreement (Attachment 1) and that the prospective consultant concurs with the provisions contained within said agreement, **and can/will meet the indemnity and insurance requirements** without alterations to the TTD's standard agreement.
2. A description of the firm – not to exceed two pages -- identifying the firm's primary services, office locations, length of time in business, and professional and support staff members.
3. Areas of interest – from the section in this RFQ titled “Types of Services Required,” consultant should identify the areas in which it is qualified to perform. This may be in matrix format, if there are multiple areas. The following is given as an example and consultant would simply identify with an “x” in the appropriate sections.

CAT 1		CAT 2	
A	B	A	B

CAT 3											
A	B	C	D	E	F	G	H	I	J	K	L

CAT 4		
A	B	C

CAT 5							
A	B	C	D	E	F	G	H

For each area of qualification, please include the following:

- a. Identify length of time this expertise has been practiced at this firm or by its employees, and the primary point of contact for your firm.
 - b. Identify two or more projects which demonstrate the firm's qualifications. For each project include:
 - i. Information on type, size, cost, location, and description of work performed.
 - ii. Client reference, phone number, and consultant staff persons who worked on providing the services.
 - c. Other information that demonstrates the qualifications to meet TTD's needs.
4. On larger projects (i.e. Category 1-A) where sub-consultants or joint consultants are requisite, demonstrate ability to work effectively and manage sub-consultant work.

SOQ Submittal

Firms shall submit **one (1) original and five (5) copies of all materials and SOQ's, including one (1) copy on CD in pdf format.** The Statement of Interest and Qualifications shall be submitted, along with any addenda, in a sealed envelope, clearly marked on the front "**RFQ - MAILROOM DO NOT OPEN**" no later than **May 11, 2009 at 3:00 P.M.** addressed to the Project Manager (as indicated below).

**Alfred Knotts, Project Manager
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448**

Staff will open the SOQ's on the day of the SOQ submittal deadline. The only information that will be made available to the public at that time will be the names of the SOQ respondents. The contents of all SOQ's, or any other medium which discloses any aspect of the SOQ, shall be held in strictest confidence until the TTD completes the qualifications process.

Respondents submitting less than the required number of copies may be rejected and considered "non-responsive." Responses received beyond the deadline will not be considered, and will be returned unopened.

Modification or Withdrawal of SOQ

A respondent may withdraw its Statement of Interest and Qualifications at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the TTD staff, signed by an authorized agent of the firm. Respondents may thereafter submit a new or modified Statement of Interest and Qualifications **prior** to the opening deadline date and time. Modifications offered in any other manner, oral or written, will not be considered. To be considered, the modification must be received in writing, and in the same number of copies as the original SOQ, prior to the date and time specified above for receipt of SOQ's.

Prevailing Wage Requirements

TTD requires the Consultant's services on public works projects involving local, state and/or federal funds. Fee schedules must be consistent with applicable prevailing wage requirements.

Disadvantaged Business Enterprise (DBE) Requirements

DBE certified consultants are encouraged to submit. TTD will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in

connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.

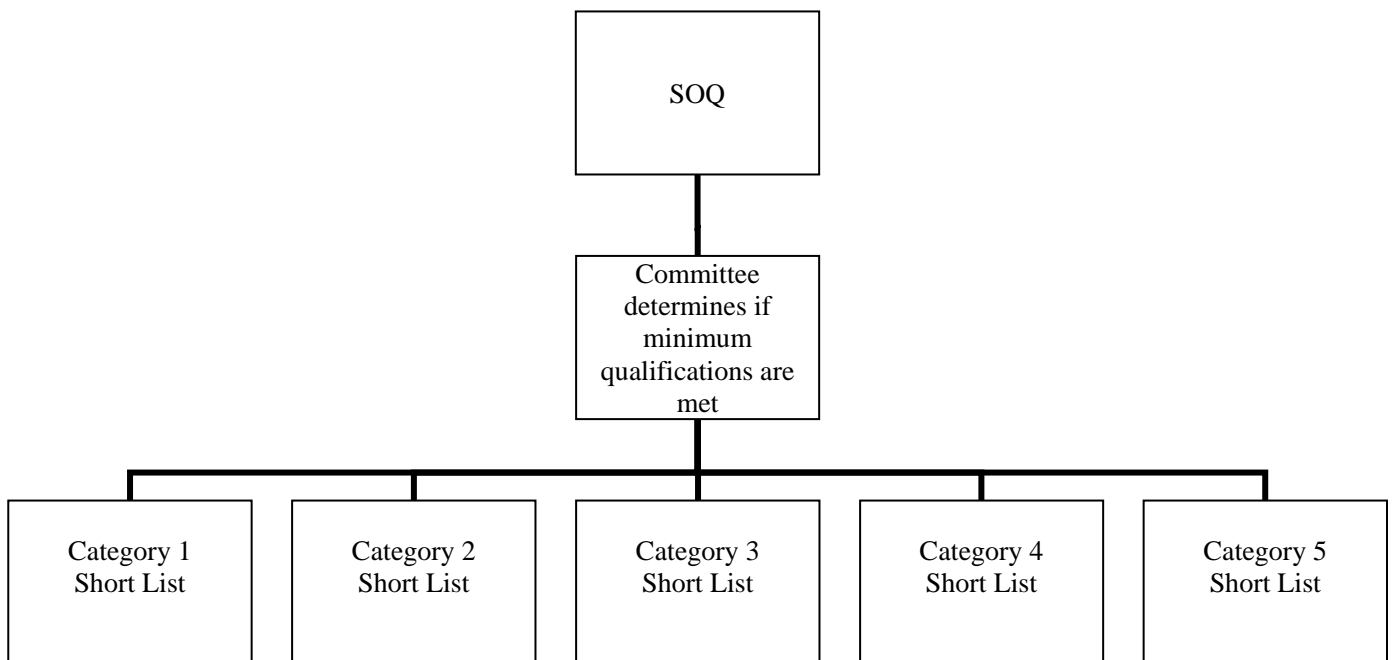
Consultants shall ensure that Certified DBE firms have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance.

Selection Process / Timeframe

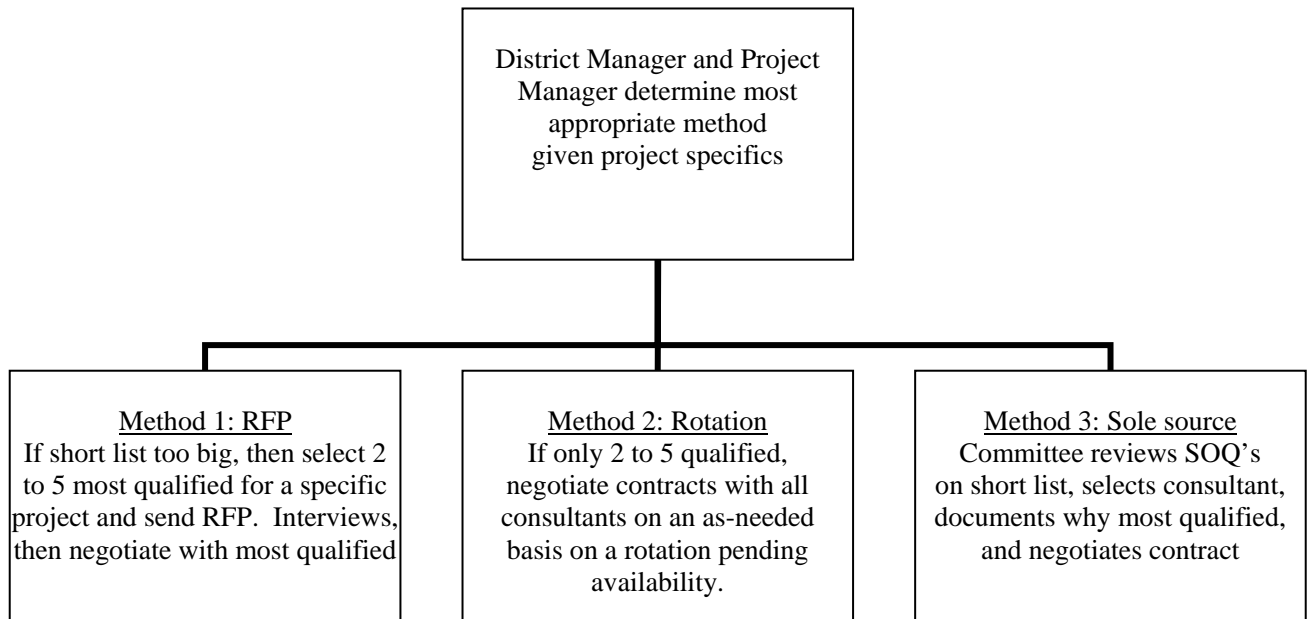
Figure A details a two step consultant selection process. The purpose of this RFQ is to accomplish step 1 and develop a short list. After the SOQ's are received, they will be grouped together based on consultant area of interest by category. Each SOQ will be reviewed by a TTD committee to determine if the consultant is qualified. If a consultant is determined to be qualified, it will be placed on a shortlist for that category. When the need arises, the TTD will select a consultant in one of three methods as outlined in step 2.

Figure A: Consultant Selection Process

Step 1 – Develop Short Lists



Step 2 –Consultant Selection



Note: All three methods are based on specific project needs and availability of key people (from the consultant company) as it matches specific project needs.

Qualifications and Selection Criteria

Qualifications Criteria (Step 1) – TTD will use the following criteria to determine if a consultant is qualified to perform in a particular area/expertise.

Experience

- Principal Engineers, Principal Planners, Project Managers, and lead technical experts have specific experience to successfully provide the full range of services for the category of interest
- Experience in CIP projects of similar magnitude and complexity to TTD capital projects
- Character and scope of past projects

Analysis

- Demonstrated management and organizational ability relative to time management, scheduling, staff/client relationships, and the ability to meet deadlines
- Originality, creativity, and soundness of approach to problem solving associated with transportation related projects

General

- History of repeat business with clients
- Demonstrated understanding of community social relationships, such as citizen and environmental concerns
- Referrals, recommendations from previous clients
- Location of firm in relation to Lake Tahoe Basin

Selection Criteria (Step 2) – after a consultant is determined qualified and short listed. As a project is identified, the TTD will apply the qualifications criteria in addition to the following as it pertains to a particular project:

- Availability of key people as it matches the specific project needs
- Additional questions as needed

*Note: A panel of uniquely-qualified individuals, including TTD staff members and a third party from outside TTD, will review the SOQ's. The above selection criteria are provided to assist prospective consultants and are not meant to limit other considerations that may be identified during the course of the selection process.

Conflict of Interest

Prospective consultants warrant and covenant that no official or employee of TTD or any business entity in which an official of the TTD has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to TTD.

Questions

For questions regarding this Request for Qualifications, contact Alfred Knotts, 775-589-5503 or via email aknotts@tahoetransportation.org

Any questions requiring formal response must be submitted in writing to TTD and must be received no later than **5:00 PM – on April 24, 2009**. All envelopes or containers must be clearly labeled "**RFQ QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions requiring a formal response will **not** be accepted by telephone, facsimile (fax), electronically, or orally. TTD reserves the right to decline a response to any question if, in TTD's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by TTD, will be posted on the TTD website at <http://www.tahoetransportation.org/opportunities.html> Consultants are responsible for checking the Internet up to the due date for any Addenda issued.

Responses to written questions will be posted to the TTD contracts website on or about **April 30, 2009**.

Formal inquiries shall be submitted by U.S. mail to:

**Tahoe Transportation District
Alfred Knotts, Project Manager
RFQ Question
PO Box 499
Zephyr Cove, NV 89448**

Notice to Proposers

Please visit our website at <http://www.tahoetransportation.org/opportunities.html> for RFQ results. RFQ results will be posted within approximately fourteen business days after the RFQ opening deadline date. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ and the number of responses received.

ATTACHMENT A

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this _____ day of _____, 20XX (the "Effective Date") by and between the Tahoe Transportation District (hereinafter the "TTD"), a bi-state agency created to implement transit and transportation projects in the Tahoe Basin under Article IX of the Tahoe Regional Planning Compact (Public Law 96-551), and XXXXXX, Inc. (hereinafter the "Consultant") TTD and the Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Consultant desires to perform and assume responsibility and obligations for the services and provision of products, as hereinafter described on the terms and conditions set forth herein.
- B. TTD desires to contract for such services and products as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TTD and the Consultant agree as follows:

OPERATIVE PROVISIONS

SECTION I

ENGAGEMENT AND SERVICES OF THE CONSULTANT

1. Engagement of Consultant. TTD hereby engages the Consultant, subject to the terms and conditions set forth in this Agreement, to perform the services and provide products as set forth in Exhibit "A" (the "Services and Products"). The Consultant agrees to perform the Services and provide Products in accordance with the terms and conditions of this Agreement.
2. Performance of the Consultant. The Consultant accepts the relationship of trust and confidence established between TTD and the Consultant by the terms of this Agreement. The Consultant covenants with TTD to furnish its best skill, judgment and efforts, and to cooperate with TTD and any other consultants or contractors engaged by TTD in the provision of products and performance of the services. The Consultant covenants to use its best efforts to perform its duties and obligations under this Agreement in an efficient, expeditious, and economical manner, consistent with the best interests of TTD.
3. The Consultant's Personnel. The Consultant shall provide adequate and experienced administrative and management personnel to perform the services.
4. The Consultant's Responsibilities for Costs and Expenses. The Consultant shall be responsible for all costs and expenses incurred relative to the Consultant, personnel of the Consultant, and subcontractors of the Consultant, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

SECTION II

RESPONSIBILITIES OF THE CONSULTANT

1. Personnel. The Services shall be performed by the Consultant or under its supervision. The Consultant represents that it possesses the professional and technical personnel required to perform the Services. TTD retains the Consultant on an independent contractor basis and the Consultant is not an employee of TTD. The personnel performing the Services on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with their performance of the Services and other amounts due such personnel in connection with their performance of Services. The Consultant shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The Consultant shall work closely and cooperate fully with TTD's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. The Project Administrator will administer this Agreement. The Project Administrator, or his/her designee, shall be the principal officer of the TTD, for liaison with the Consultant, and shall review and give approval to the details of the Services as they are performed. The TTD designates **PROJECT MANAGER, TITLE**, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Consultant.
3. Project Manager. The Consultant shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be available to the TTD at all reasonable times. The Consultant designates **THE CONSULTANTS PROJECT MANAGER** to be its Project Manager.
4. Time of Performance. The Products to be provided and Services to be performed by the Consultant under and pursuant to this Agreement shall be conducted in accordance with the timetables contained in **Exhibit 'A'**.
5. Report Materials. At the completion of the Services and upon delivery of Products, the Consultant shall deliver to the TTD all documents, catalogs, quotes, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant, or prepared by others for the use and/or benefit of the Consultant, or otherwise provided to the Consultant by the TTD or by others under this Agreement (the "Report Materials"). Any work product produced by the Consultant pursuant to this Agreement and any Report Materials provided for the use or benefit of the Consultant shall be considered the property of the TTD and shall be delivered to the TTD upon the expiration or termination of this Agreement.

Any text work product shall be submitted to TTD together with a copy in a digital format that is compatible with either: 1) Microsoft Word for Windows, or 2) Excel for Windows. Any graphic work product submitted to TTD in digital format must be submitted in one of the following formats: 1) Adobe Illustrator; 2) EPS (encapsulated postscript); 3) Adobe Photoshop files; 4) Tiff files; 5) Pict files; or, 6) ARC/Info graphic files. Any graphic work product prepared for TTD shall,

whenever feasible, also be submitted with a copy in digital format compatible with one of the six formats outlined above.

6. TTD Policy. The Consultant shall discuss and review all matters relating to the provision of Products and Services with the Project Administrator in advance of all critical decision points in order to ensure that the Services are provided and Products are delivered in a manner consistent with the goals and policies of the TTD.
7. Conformance to Applicable Requirements. All aspects of the provision of Products and Services by the Consultant shall at all times conform to applicable city, county, state, and federal requirements and be subject to approval of the Project Administrator and TTD.
8. Indemnification. The Consultant shall indemnify, defend and hold harmless the TTD, its officers, employees, and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the provision of Products and Services by the Consultant, or arising out of the operations or activities of the Consultant, its agents, employees, or subcontractors provided for herein in connection therewith:
 - A. The Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorney's fees, with an attorney of TTD's own choosing, incurred in connection therewith.
 - B. The Consultant will promptly pay any judgment rendered against the Consultant and/or the TTD covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such Products and Services, operations, or activities of the Consultant hereunder, and the Consultant agrees to save and hold the TTD harmless therefrom.
 - C. In the event the TTD is made a party to any action or proceeding filed or prosecuted against the Consultant for such damages or other claims arising out of or in connection with the products, work, operations, or activities of the Consultant hereunder, the Consultant agrees to pay to the TTD any and all costs and expenses incurred by TTD in such actions or proceedings, together with reasonable attorneys' fees for an attorney of TTD's own choosing.
9. Standard of Care; Licenses. The Consultant represents and warrants that it and all personnel engaged in providing Products and performing Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The Consultant shall provide Products and perform the Services in a skillful and competent manner. The Consultant shall be responsible to TTD for any errors or omissions in the execution of its duties hereunder. The Consultant represents and warrants that it and all personnel engaged in providing Products and performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

10. Insurance. Without limiting the Consultant's indemnification of the TTD, the Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement a policy or policies of insurance of the type and amounts described below, signed by a person authorized by that insurer to bind coverage on its behalf, and satisfactory to the TTD, in its sole discretion. The Consultant shall provide to the TTD certificates of insurance and copies of policies, if requested by the TTD, of the following insurance, with Best's Class A - or better carriers:
- (1) Workers' compensation insurance covering all employees and principals of the Consultant, in a minimum amount of \$1 million per accident, effective per the laws of the State of California or Nevada.
 - (2) Commercial general liability insurance covering third party liability risks, including, without limitation, contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit. The Policy shall add as insured's the TTD, its Board, Advisory Commission, officials, officers and employees, and agents for all liability arising from the Consultant's Services as described herein.
 - (3) Commercial auto liability and property insurance covering any owned and rented vehicles of the Consultant in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.
 - (4) Professional liability insurance covering errors and omissions on the part of the Consultant, in a minimum amount of \$1 million per claim on a claims made form. Such insurance shall include coverage or an extended reporting period for two years beyond the completion of the Consultants performance of this agreement pursuant to the terms and conditions described herein.
 - (5) Any additional forms of insurance, which the Consultant and/or TTD determine may be necessary for its proper protection and performance of this Agreement.
- A. Said policy or policies shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior notice has been given in writing to the TTD. Cancellation or modification of insurance coverage may be grounds for immediate termination of this agreement. The Consultant shall give TTD prompt and timely notice of any claims made or suits instituted in association with or arising out of the Consultant's performance of this Agreement.
- B. The Consultant shall include subcontracting consultants, if any, as insured's under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.
11. Prohibition Against Assignment.

- A. The Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law, without the prior written consent of the TTD. Any attempt to do so without the prior written consent of the TTD shall be null and void, and any assignee, sublease, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Consultant, if the Consultant is a corporation or of the interest of any general partner or joint venturer or syndicate member or co-tenant of the Consultant, if the Consultant is a partnership or a joint venture, or a syndicate or a co-tenancy, which shall result in changing the control of the Consultant, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate, or co-tenancy.
12. Progress. The Consultant is responsible to keep the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Products and the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the provision of Products and Services or relative to this Agreement.
13. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the provision of Products and Services shall be made without prior written consent of the TTD. The information which results from provision of Products and Services in this Agreement is to be kept confidential unless the release of information is authorized by TTD.
14. Scheduling. The Consultant shall generally have no obligation to work any particular schedule, provided the Consultant will coordinate with the TTD in achieving the results sought under the terms of this Agreement.
15. No Set Hours/Right to Contract. The Consultant's obligation hereunder is to complete the Services and to meet any deadlines set forth therein for the provision of Products. Except as provided herein, the Consultant has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the Consultant retains the right to contract for similar Services with any other entity, public or private.
16. Results. The TTD agrees that it will have no right to control or direct the details, manner, or means by which the Consultant accomplishes the results of the Services performed hereunder.

SECTION III

RESPONSIBILITIES OF TTD

1. Compensation. In consideration of the provision of Products and performance by the Consultant of the Services, the TTD shall pay to the Consultant the amount/amounts as quoted and set forth in Exhibit "B" (the "Compensation")
2. Extra Work. The Consultant shall not receive additional Compensation for any extra work or Products provided unless such extra work or provision of Products has been

authorized by the TTD as an amendment to this Agreement prior to the commencement of the extra work. The TTD shall pay the Consultant for extra work and/or products in accordance with the schedule set forth on Exhibit "B".

3. Invoicing. The Consultant shall submit invoices to the TTD on a monthly or on such other basis as set forth in Exhibit "B." Each invoice will be itemized, identify the project name or number, indicate the balance left on the contract net of the current invoice expenses, include the dates of work performed, and when applicable the percentage of completion for each task.
4. Payment to Consultant. TTD shall make payments to the Consultant within thirty (30) days following the date of receipt of the invoice unless TTD disputes the amount of the Compensation the Consultant claims it is owed under this Agreement. Payments shall be made on the basis of estimated task costs set forth in Exhibit "B."
5. Withholding.
 - A. Disputed Sums. The TTD may withhold payment of any portion of the Compensation if payment is disputed until resolution of the dispute with the Consultant. Such withholding by the TTD shall not be deemed to constitute a failure to pay by the TTD. The Consultant shall not discontinue the provision of Products or performance of Services for a period of thirty (30) days from the date Compensation is withheld hereunder. The Consultant shall have an immediate right to appeal to the TTD with respect to withheld amounts. The determination of the TTD with respect to such matters shall be final. The Consultant shall be entitled to receive interest on any portions of the Compensation withheld which are thereafter deemed to be properly payable to the Consultant at the rate of five percent (5%) per annum, simple interest.
 - B. Retention. The TTD shall have the right to retain an amount equal to ten percent (10%) of the Compensation ("Retention"). The Retention shall be released to the consultant upon final approval and acceptance of the Products and Services by TTD. The TTD shall have the right, without further liability to the Consultant, to utilize the Retention to satisfy obligations of the TTD relative to the Services in the event the Consultant does not complete the Services satisfactory to the TTD.

SECTION IV

TERMINATION

1. Termination. TTD may terminate this agreement upon thirty (30) days prior written notice to the Consultant. If the Agreement is so terminated, the Consultant shall be compensated for all completed services rendered up to and including the day of termination.
2. Termination Upon Event of Default. TTD may immediately terminate this Agreement upon an Event of Default, defined below. Upon a termination of this Agreement, the TTD shall pay to the consultant the part of the Compensation which would otherwise be payable to the Consultant with respect to the Services which had been completed

as of the date of termination, less the amount of all previous payments with respect to the Compensation.

3. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Consultant fails to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the consultant, of such failure to continue uncured for three (3) calendar days after the TTD gives the Consultant notice of any failure and specified the nature of such failure.
 - B. The Consultant commits any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement.
4. Budget Contingency Clause
 - A. Limitation of TTD Liability. The maximum amount to be encumbered under this Agreement for the _____ fiscal year ending June 30, _____ shall not exceed \$ _____.
 - B. It is mutually agreed that if the TTD Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the TTD shall have no liability to pay any funds whatsoever to the Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provisions of this Agreement.
 - C. If funding for any fiscal year is reduced or deleted by the TTD Budget for purposes of this program, the TTD shall have the option to either cancel this Agreement with no liability occurring to the TTD, or offer an Agreement amendment to the Consultant to reflect the reduced amount.

SECTION V

GENERAL PROVISIONS

1. Nondiscrimination by the Consultant. The Consultant represents and agrees that the Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin, ancestry, creed, physical disability (including HIV and AIDS), medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. TTD's Rights to Employ Other Consultants. The TTD reserves the right to employ other consultants in connection with this project.
3. Conflicts of Interest.

- A. The Consultant or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
- B. The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- C. If subject to the Compact or the Act, the Consultant shall conform to all requirements of the Compact or the Act, as required. Failure to do so constitutes a material breach and is grounds for termination by this Agreement by the TTD.
- 4. Assignments and Subcontractors. The Consultant shall not subcontract any portion of the Services or provision of Products except as expressly stated herein, without prior written consent of the TTD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To the TTD: Tahoe Transportation District
Attn: PROJECT MANAGER, TITLE
P.O. Box 499
Zephyr Cove, Nevada 89448
PHONE
EMAIL

To the Consultant: CONSULTANT NAME
ADDRESS
CITY, ST ZIP
PHONE
EMAIL

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

- 6. Authority to Enter Agreement. The Consultant warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein. If the Consultant is a corporation or partnership, the Consultant also warrants that it is duly organized, validly existing in good standing

under the laws of the State of California, and will continue to be so during the term of this Agreement

7. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
8. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
9. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
10. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
11. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
12. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not workdays.
13. Entire Agreement. This Agreement contains the entire agreement of the TTD and the Consultant and supersedes any prior or written statements or agreements between the TTD and the Consultant. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
16. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
17. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.

18. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.
19. Survival. The obligations of the Consultant under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 8 (Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the Services, shall survive the termination or expiration of this Agreement.
20. Incorporation of Recitals and Exhibits.
- The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
- The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
21. References: All references to the Consultant shall include all personnel, employees, agents, and subcontractors of the Consultant.
22. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The Consultant shall be responsible to ensure that no funds the Consultant receives from TTD are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. The Consultant certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of a Member of the Legislature or Congress, or an employee of a Member of the Legislature or Congress.
24. Certification Regarding Debarment and Suspension. The Consultant certifies to the best of its knowledge and belief that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (24)(b) of this Agreement; and

Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause of default.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

TAHOE TRANSPORTATION DISTRICT

BY: _____
Carl Hasty
District Manager

Date: _____

CONSULTANT

BY: _____

Date: _____

**AUTHORIZED SIGNER FOR CONSULTANT
CONSULTANT TITLE**