



REQUEST FOR PROPOSALS

FOR

ARCHITECTURAL AND ENGINEERING SERVICES

FOR

AQUATIC INVASIVE SPECIES INSPECTION STATION, MOBILITY HUB FACILITIES, AND

VAULT RESTROOM AT SPOONER SUMMIT

(STATE ROUTE 28, DOUGLAS COUNTY, NEVADA)

RFP 2023-004

November 20, 2023

Tahoe Transportation District

P.O. Box 499

Zephyr Cove, NV 89448

INTRODUCTION

The Tahoe Transportation District (TTD) is seeking the services of a qualified firm to provide architectural and engineering design services for the Spooner Summit Aquatic Invasive Species (AIS) Inspection Station, Mobility Hub Transit Shelter, and Vault Restroom (Project). TTD is a bi-state, special purpose transportation district with jurisdiction to implement safe, environmentally positive, multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations in and around the Lake Tahoe basin. Examples of TTD projects include road realignments, bridges, roundabouts, complete streets, parking, shared use paths, and transit facilities. These projects are located in both California and Nevada and require cooperation and involvement from various federal, state, and local entities, including the Tahoe Regional Planning Agency (TRPA), federal agencies, state agencies, counties, cities, and other local jurisdictions.

All of TTD's projects serve transportation purposes and help to accomplish regional transportation goals. At the same time, some of TTD's projects also create development opportunities that further other public purposes and goals.

Supporting project information may be found at <http://tahoetransportation.org>.

This Request for Proposals (RFP) describes the general Scope of Services, necessary proposal components, selection process, and required format of the proposals, as well as a sample of TTD's Standard Professional Services Agreement.

The prime firm in response to this RFP shall be a firm, organization or vendor licensed to conduct business in their respective disciplines in the State of California and/or Nevada.

TTD reserves the right to award any number of contracts it deems necessary. This RFP does not commit TTD to award a contract. TTD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon TTD until after a contract is executed by duly authorized representatives of TTD and the selected firm. No minimum amount of work is implied or guaranteed under the contract.

SCOPE OF SERVICES

Project Overview

The Project is the design and construction of a parking area for approximately 250 vehicles, the design and construction/installation of an Aquatic Invasive Species (AIS) Inspection Station, Mobility Hub/Shelter, and Restroom. The project is a partnership between the TRPA, TTD, Nevada Department of Transportation (NDOT), United States Forest Service (USFS), Nevada State Parks, and Douglas County Nevada. The Project design and construction is a mutual and parallel effort between NDOT and TTD. The Project will be located on property owned by the USFS near the intersection of US Hwy 50 and SR 28 in Douglas County, Nevada (*Image 1*).



Image 1 – Project Location

NDOT will serve as the project lead for design and construction of all civil elements of the project including, but not limited to: Site work, underground utilities, underground vaults and systems, lighting, signage and gate foundations, grading, paving, striping, signage, crosswalk, and other associated work for complete civil construction for the Project. Note: Environmental Approval (NEPA) for the project has been completed under the SR28 Corridor Management Plan.

TTD's consultant, selected by this RFP process, will be responsible for the design, specifications, solicitation, acquisition, and installation of prefabricated precast facilities for the AIS station, the mobility hub shelter, and a vault type restroom facility. In addition to the acquisition and installation of the structures and related furnishings, fixtures, and equipment (FF&E), TTD and consultant will also be responsible for the design and construction of all required access to the buildings including, but not limited to, perimeter walkways, ramps, ADA access, railings, etc. TTD will also be responsible for the design, acquisition, and installation of a parking management system, including kiosks, signage, lighting, and gates.

Objective

The Project intends to provide a turn-key AIS station, mobility hub, and park and ride project that is contained within the NV SR28 Corridor Plan and the Linking Tahoe Corridor Management Plan via funding and agency partnership with NDOT, USFS, TRPA, TTD, and Douglas County.

Project Timeline

As of the release of this RFP, NDOT has engaged a design consultant for the civil scope of the Project. The timeline for the development of the PS&E is estimated to be the remainder of 2023 and most of 2024. Anticipated construction may begin in late 2024 depending on design/permitting progress or slated for early 2025.

Project Funding

For the scope represented within this RFP, TTD will be a sub-recipient of US Fish and Wildlife Service funding through TRPA. As such, this project is federalized and the consultant shall be familiar with all the Code of Federal Regulations (CFR's) relative to the fund source. In addition, this Project is considered infrastructure and, therefore, subject to Buy America Requirements.

“Buy America Provision Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program. None of the funds provided under this award may be used for a project for infrastructure unless: All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,

1. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

2. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

3. This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project”.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/. “

Anticipated Scope of Services

Proposer should recognize that a coordinated effort among the partners is critical to the project success and timely delivery, and as such, communication and coordination between the design consultant selected by this RFP and the design consultant selected by NDOT is essential.

The Scope of Services listed below represents tasks that may be required to bring this project to fruition. The scope defined herein may not contain all elements required for the project and the proposer shall consider the scope defined below as general scope when preparing proposal.

The base contractual services considered by this RFP are for planning, design, engineering, permitting, and acquisition services only. The scope for Construction Management (Task 6) will be an additive alternate to the proposal and may or may not be awarded at the discretion of TTD, but shall be described within the qualifications proposal and sealed cost proposal for consideration.

Project Considerations	
1	NDOT is tasked with the delivery of all design, studies, survey, permits, solicitation, and construction of all civil related work, including work required to support the installation of structures, FF&E, and utilities to such. Coordination with NDOT and their consultant is essential.
2	Prefabricated structures are the preferred approach for the facilities.
3	Long lead times may be required for prefabricated structures, early project coordination, design, and specification is key.
4	Sewer and water utilities are not readily available to the site due to remoteness. TTD design team shall research alternatives.
5	Electric utilities are feasible at the site. Project shall be designed and construct for such.
6	Comms/Fiber at the site may be feasible in the future when installed at SR28. Project shall design and construct for such and consider future expansion needs.
7	Structures should consider a solar component as an alternative to lessen reliance on grid power.
8	Permits will be required by TRPA, Douglas County, and USFS
9	Project will be operated year-round post construction
10	Structures shall be designed for interior climate control (excluding restroom), if possible.

Task 1 – Project Management – Consultant shall provide project management and coordination services as within the general items shown below:

- Project communication and coordination between stakeholders
- Project schedules (coordinated with NDOT)
- Project Stakeholder Meetings – Bi-weekly (virtual) unless otherwise needed. Project Stakeholders are:
 - NDOT
 - TTD
 - TRPA
 - USFS
 - Douglas County
 - League to Save Lake Tahoe
 - Nevada State Parks
- Project design meetings – Bi-weekly (virtual), as needed in-person
- Project records and minutes
- Sub-consultant and vendor management
- Prefabricated structures vendor identification and outreach
- Project administration and reporting (progress/schedule reports, grant status reports, Buy America reporting, etc.)

Task 2 – Coordination with NDOT design and permitting team – Consultant shall coordinate all efforts with NDOT to ensure all civil and underground related work is identified, defined, and designed for structures requirements and installation.

Coordination items may include but not be limited to:

- Scope of work confirmation for each entity/partner
- Permitting
- Schedules
- Geotechnical studies and data
- Hydrology studies and data
- Survey data
- General layout of parking and circulation
- Design compliance with environmental approvals and studies
- General and final siting of prefabricated structures
- Footings, foundations, and slabs required for prefabricated structures
- Utility trenching and conduit required for structures, lighting, and parking management with consideration for capacity for future and/or expanded installation
- Comms (fiber) infrastructure
- Underground vaults and related equipment required for AIS and restroom
- Access and vehicle path of travel for AIS facility, including que lanes or pullouts
- Access and vehicle path of travel for Transit Hub/Shelter
- ADA requirements and design
- Quantity, location, and type for site lighting
- Ingress and egress of the site to and from SR28, consider turning radius and sight distance for transit
- BMP's and Erosion Control design
- Quantity and location of parking management equipment
- Review/design of snow storage/containment areas
- Closure/Access gating
- Monument sign location

Task 3 – Design and Engineering for Structures and Related Work – Consultant shall provide all design, engineering, and required specifications for the following:

- One (1) prefabricated single story AIS structure – approximately 300 sq. ft.
- One (1) prefabricated single story hub/shelter structure – approximately 350 sq. ft.
- One (1) prefabricated vault restroom – approximately 180 sq. ft.
- One (1) concrete slab and associated work to support above ground propane tank (499-gallon) – consider distancing requirements.
- One (1) concrete slab and associated work to support future gazebo/shade structure – approximately 150 sq. ft.
- One (1) concrete slab to support future equipment for non-motorized watercraft inspection – approximately 100 sq. ft.
- Structures interior FF&E (work surfaces, furniture, comms, etc.)
- Site FF&E (refuse dumpster enclosure(s), benches, bike racks, refuse containers, etc.)

- Structures and slabs systems and utilities (above ground meters, panels, comms, etc.) – Coordinate underground with NDOT
- Concrete slabs or engineered soils for structures
- Staging and crane requirements for the installation of the structures
- Analysis of over highway access and routing for structures delivery
- Footings/foundations and infrastructure required for site lighting
- Footings/foundations and infrastructure required for parking management infrastructure
- Walkways, ramps, and pedestrian access to and around structures
- Solar alternatives for structures
- Water and sewer alternatives for the AIS Station (domestic well and effluent treatment)
- Structures signage
- Cost estimates for all proposed work inclusive of the scope described above and as defined by the design process. Cost estimates shall include project soft costs and contingency costs with cost of inflation markup forward to approximate date of construction.

Task 4 – Permitting – Consultant shall provide all information, documents, and related materials as required to TTD for purposes of permitting the project with TRPA, USFS, utility companies, and Douglas County. Permitting shall consist of, but not be limited to, the following:

- All requirements for Douglas County to permit the structures, including structural engineering stamped by a licensed NV engineer
- All requirements for TRPA to permit the structures
- All requirements for an encroachment permit from the USFS to construct/install the structures
- All requirements for utilities permitting

Note: This task includes all work associated with permitting up to and including acquisition of structures. Permit compliance tasks required during construction up to and including certificate of occupancy and project close out shall be contained in Task 6 (Construction Management and Oversight). Cost estimates shall include all soft costs associated with permitting and permit compliance tasks.

Task 5 – Solicitation and Acquisition of Prefabricated Structures and Related Work – Consultant shall provide the following:

- All specification and solicitation documents (federal) required for the purchase of prefabricated structures and associated FF&E, including all pertinent specifications for Buy America and Title VI requirements.
- Structures shall meet USFS design standards
- All construction and solicitation documents (federal) required for prefabricated structures installation, if not included in the scope of structure acquisition by the vendors
- Assist TTD with the evaluation of bids for prefabricated structures acquisition
- Assist TTD with the evaluation of bids for prefabricated structure installation
- Assist TTD with vendor purchasing agreements for prefabricated structures

Task 6 – Construction Management and Oversight (Additive Alternate Scope) – Consultant shall provide the following scope as an Additive Alternate to the cost proposal. Construction Management scope may include, but is not be limited to:

- Review, coordination and management of structures fabrication and delivery schedules
- Coordination with NDOT regarding construction of vaults, underground equipment and infrastructure, structures foundations and slabs, and utilities
- Coordination with NDOT regarding structures staging
- RFI review, evaluation, and response
- Pay request review and processing
- Buy America inspection and certification tasks
- Daily reporting, photo documentation, progress reports and administration
- Coordination with respective agencies for permit inspections and closeouts
- SWPPP inspection and monitoring (TTD scope only)

PROPOSAL REQUIREMENTS

A. Form of Proposals

Proposals shall include, at a minimum, the following information presented in a clear and concise format. Firms are solely responsible for the accuracy and completeness of their proposal. Incomplete proposals may be rejected.

1. Cover Letter – to include a summary of the proposal and a contact name and information for the proposal. The letter must be signed by the chief executive officer, owner, or chair of the firm. *(0 Points)*.
2. Qualifications and Experience of Firm – to include the proposer’s name, business address, and telephone number, as well as a brief description of the proposer’s size (nationally and locally), date of establishment, type of organization, and local organizational structure; along with a description of the firm’s qualification and direct experience relating to the Scope of Work. *(Maximum 20 Points)*.
3. Qualifications and Experience of Proposed Staff/Team – To include resumes and key information for the team and subconsultant team indicating their qualifications and experience delivering similar scope. *(Maximum 20 Points)*.
4. Approach, Tasks, and Deliverables for Accomplishing the Scope of Work Intent – Provide Firm’s understanding and approach to the scope of work; the tasks required to fulfill the objectives of the planning, design, permitting, acquisition, and possible construction management elements of the project; and describe the Firm’s familiarity with delivering projects within the Lake Tahoe Basin and Federal Lands. *(Maximum 40 Points)*.
5. Project References – Provide a minimum of three projects similar in scope and cost *(Maximum – 20 Points)*.
6. Specifically indicate any requirements in this RFP which are not acceptable or cannot be performed. *(0 Points)*.
7. Specifically indicate any contract provisions in the draft contract (Attachment A) which are not acceptable and propose any alternative language or terms. *(0 Points)*.
8. Provide a signed copy of the Lobbying Certification (Attachment B). *Failure to submit results in disqualification.*

9. Provide a signed copy of the Certification Regarding Debarment, Suspension, and other Responsibility Matters (Attachment C). *Failure to submit results in disqualification.*
10. Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have as a result of performing the work/services. *Failure to submit results in disqualification.*
11. Fee Proposal
 - a) **Firms will clearly label the fee proposal as "CONFIDENTIAL" and provide this information in a separate sealed envelope. Failure to separate the cost proposal by sealed envelope will result in disqualification.**
 - b) The elements of the fee proposal shall include the following:
 - i. A not-to-exceed lump sum for the specified scope of work.
 - ii. A not-to exceed lump sum for Additive Alternates, if any.
 - iii. An itemization of the expected level of services to be provided by each sub-consultant, including hours of work and corresponding fees.
 - iv. An estimated fee for customary reimbursable expenses to be invoiced separately and considered as professional services.
 - v. An hourly rate schedule, valid for a period of twelve (12) months following the contract execution date, for each member of the firm who will be working on the project.

Proposals should not exceed **50 pages (25 double-sided pages)** (with the exception of attached materials which shall not be counted for purposes of the page limit). Attachments should be labeled as attachments and included separately with the proposal.

B. Costs of Proposals

Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in preparing and submitting a proposal. TTD will not reimburse the responding firms, including the selected firm, for any expenses incurred in preparing or submitting proposals. All costs related to preparing and submitting a proposal shall be paid by the respondent.

C. Licenses, Permits, Taxes

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.

D. Disadvantaged Business Enterprise (DBE) Requirements

TTD hereby notifies firms that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

E. Equal Employment Opportunity

Each firm must agree that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

F. Public Record/Confidential Information

All responses become property of TTD. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of state public records laws. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

TTD will treat all information submitted in a proposal as available for public inspection once TTD has selected a contractor. If you believe that you have a legally justifiable basis for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package. This portion of the submittal must be clearly marked "Confidential."

The final determination as to whether TTD will assert your claim of confidentiality on your behalf shall be at the sole discretion of TTD. If TTD makes a determination that your information does not meet the criteria for confidentiality, you will be notified. Any information deemed to be non-confidential shall be considered a public record.

PROCUREMENT PROCESS

A. RFP Schedule

Release date of RFP	Monday, November 20, 2023
Deadline for Questions/Written Comments	3:00 p.m. PST Friday, December 8, 2023
Response to Questions Posted	3:00 p.m. PST Monday, December 11, 2023
Deadline for Submittals	3:00 p.m. PST Monday, December 18, 2023
Notification to award contract	January 2, 2024
TTD Board Approval	February 7, 2024

B. Addenda and Clarifications

Any changes, additions or clarifications to this RFP will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on the TTD website, <https://www.tahoetransportation.org/procurements/>.

Requests for clarifications about this RFP may be submitted at any time prior to 3:00 p.m. on December 8, 2023. Requests should be submitted in writing via e-mail to: Judi Allen, Executive Assistant, jallen@tahoetransportation.org.

Responses will be posted on the TTD website, <https://www.tahoetransportation.org/procurements/>, no later than December 11, 2023.

C. Delivery of Proposals

Firms must deliver one (1) electronic version of their proposal on a USB flash drive. Delivery shall be made either (1) in-person or courier service to the Tahoe Transportation District, Attn: Judi Allen, 128 Market Street, Suite 3F, Stateline, NV 89449 or (2) via mail at P.O. Box 499, Zephyr Cove, NV 89448.

Please mark the envelope as “RFP for ARCHITECTURAL AND ENGINEERING SERVICES FOR AQUATIC INVASIVE SPECIES INSPECTION STATION, MOBILITY HUB FACILITIES, AND VAULT RESTROOM.” **Proposals must be received no later than 3:00 p.m. (PST) on December 18, 2023, to be considered responsive. Cost proposals or elements of cost shall be submitted separately in a sealed envelope or file clearly indicating “Cost Proposal” from the technical/qualifications proposals, since cost shall not be considered in the evaluation, ranking, and selection phase.**

Proposals shall be submitted no later than the deadline time and date specified above. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm’s failure to submit proposals as required before the deadline shall cause the submittal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. TTD assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the submittal by TTD. Late submittals shall not be accepted nor shall additional time be granted to any responding firm.

D. Evaluation Process

The submitted proposals will be reviewed and evaluated for responsiveness to the RFP to determine whether proposers possess the qualifications necessary to provide the goods and/or services.

The selection will be based on the proposal offering the best approach and qualifications to TTD. In negotiating a contract with the qualified successful firm, refinements to fee, scope and schedule will be jointly determined through negotiations with the most qualified firm after conclusion of the evaluation process.

TTD may request clarifications of proposals directly from the proposers. TTD reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. TTD reserves the right to reject all proposals.

E. Selection Criteria

TTD staff will select the firm based on the Proposal offering the best qualifications for the scope of work specified. **Cost proposals or elements of cost shall not be considered in the evaluation, ranking, and selection phase. The cost proposal will only be opened following selection and notification of the most qualified Proposer.** TTD will consider the following evaluation criteria:

CATEGORY	MAX POINTS
Qualifications and Experience of Firm	20
Qualifications and Experience of Proposed Staff/Team	20
Project Specific Approach: Understanding of the Approach, Scope and Familiarity with Local, State and Federal Procedures	40
Project References	20

If the TTD elects to interview, the submitting firms shall be notified of the interview schedule. The same attached evaluation criteria form will be used for all reviews. Failure of a firm to appear at the interview will be considered non-responsive and that firm will be eliminated from any further consideration.

All evaluators may use the information submitted in the firm's proposal and presented at the interview, if applicable, to arrive at the final ranking. The firms will be ranked and an agreement shall be negotiated following the selection of a firm. If an acceptable agreement cannot be reached with the initial firm selected, TTD shall proceed to negotiate with the next most qualified firm or consider reposting the RFP, if necessary and an acceptable agreement cannot be negotiated.

Cost proposals or elements of cost shall be submitted as a separate document from the technical/qualifications proposal, since these shall not be considered in the evaluation, ranking, and selection phase. The cost proposal will only be opened following selection of the most qualified Proposer.

F. Negotiation and Award

TTD will work with the selected firm to negotiate a contract between TTD and the selected firm. All costs incurred by the firm in connection with this work and negotiations shall be borne by the firm and the firm shall have no right to reimbursement from TTD. The contract will then be brought to TTD's Board of Directors with a staff recommendation for a contract award.

If TTD and the selected firm fail to finalize the specifications and components for the system, or fail to negotiate a contract, TTD will reject the selected firm's proposal. In the event of rejection, the firm shall have no right to reimbursement for costs incurred by the firm in connection with any work and negotiations. TTD will then select another firm that staff believes will provide the best value and work and negotiate with that firm.

If TTD decides to award and receives approval from TTD's Board of Directors, the agreement will be sent to the firm for signature. No proposal shall be binding upon TTD until after the agreement is executed by duly authorized representatives of the firm and TTD.

G. Contract Term

TTD is seeking an agreement for an approximately 1.5-year period. In the event of unanticipated delays, the project timeframe may be extended at TTD's sole discretion, for a duration adequate to accommodate such delays.

TERMS, CONDITIONS, AND EXCEPTIONS

A. Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFP and all attachments, including but not limited to the form agreement (Attachment A), for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by TTD no later than the date specified above.

It is the policy of TTD to consider fully and promptly adjudicate protests filed by bidders or prospective bidders relating to TTD's bidding procedure, contract specifications or award of contract. Bid protest procedures can be viewed at <https://www.tahoetransportation.org/procurements/>.

B. Submittal Preparation, Interview and Negotiation Costs

TTD shall not be responsible for and/or shall not pay any costs associated with the preparation, submittal, or presentation of any proposals, and costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

TTD will not be liable for Federal, State, or local excise taxes.

TTD reserves the right to negotiate final contract terms with any firm selected. The contract between the parties will consist of the final executed contract, the RFP together with any modifications thereto, and the awarded firm's proposal, together with any modifications and clarifications thereto that are incorporated at the request of the TTD during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, addenda to the RFP, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of TTD.

C. Statement of Qualifications Withdrawal

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the Contract Coordinator. After withdrawing a previously submitted proposal, the Responding Firm may submit another proposal at any time up to the deadline for submitting proposals.

D. Statement of Qualifications Amendment

TTD shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by TTD.

E. Statement of Qualifications Errors

Responding firms are liable for all errors or omissions contained in their proposals. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

F. Incorrect Statement of Qualifications Information

If TTD determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the proposal shall be rejected.

Any irregularities or lack of clarity in the RFP must be brought to TTD's attention as soon as possible so that corrective addenda may be furnished to all Proposers.

Alterations, modifications, or variations to a proposal may not be considered unless authorized by the RFP or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the TTD in its evaluation of a proposal. Any misrepresentation by a proposer shall be treated as fraudulent concealment from the TTD of the true facts relating to the proposal.

G. Assignment and Subcontracting

The Proposer and proposed Subcontractor(s) may not subcontract, transfer, or assign any portion of the contract without prior, written approval from TTD. Each subcontractor/subconsultant must be approved in writing by TTD. The substitution of one subcontractor/subconsultant for another may be made only at the discretion of TTD and with prior written approval from TTD.

Notwithstanding the use of an approved subcontractor/subconsultant, the Selected Firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

A proposal submitted in response to this RFP must identify any subconsultants and outline the contractual relationship between the awarded Proposer and each such subconsultant.

The awarded Proposer will be the sole point of contract responsibility. The TTD will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all its subconsultants.

H. Proposal of Additional Services

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of TTD. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and TTD and incorporated into the contract before contract signing.

I. Licensure

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary, applicable business and professional licenses. TTD may require any or all responding firms to submit evidence of proper licensure.

J. Disclosure of Submittal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of TTD and will not be returned. Selection or rejection of a submittal does not affect this right. All proposal information, including any detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the TTD Board, the proposals and associated materials shall be open for review by the public to the extent allowed per the requirements of state public records laws. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

K. Proprietary Information

The master copy of each proposal shall be retained for official files and will become a public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm will clearly label part of a submittal as "CONFIDENTIAL" if the responding firm

thereby agrees to indemnify and defend TTD for honoring such a designation. The failure to so label any information that is released by TTD shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by TTD, TTD will notify the responding firm of the request and delay access to the material until seven (7) working days after notification to the responding firm. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

ATTACHMENT A
SAMPLE AGREEMENT

**AGREEMENT FOR SERVICES BETWEEN
TAHOE TRANSPORTATION
DISTRICT AND**

This Agreement for Services (“Agreement”) is entered into as of this _ day of _ 2023 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and _ (“Contractor”). District and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services.

C. District has authority to enter into this Agreement and the District’s General Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for two (2) years.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services set forth in

the Request for Proposals and Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (\$_____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are reasonably disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and

undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

District may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. District shall reject or finally accept Contractor's work within sixty (60) days after submitted to District. District shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

Upon payment of all undisputed amounts, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to District all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents. Reuse of such work product or deliverables shall be at District's sole risk and without liability to Contractor.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted

accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, District may, by written request, require that custody of such documents or records be given to the District. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general. Notwithstanding anything in this Agreement to the contrary, Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services performed by Contractor.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed on in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the General Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

(b) District understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this section.

(c) District understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the District Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District Manager or unless requested by the

Legal Counsel of District, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives District notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify and hold harmless District and any and all of its officials, employees ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arises out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify and hold harmless District, and any and all of its employees, officials from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for

which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

(e) District's Negligence. The provisions of this section do not apply to claims occurring as a result of District's sole negligence. The provisions of this section shall not release District from liability arising from gross negligence or willful acts or omissions of District or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Manager. Contractor agrees to provide District with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this

Agreement. District has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." District acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify District of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to Contractor if District determines that termination is in its best interest. In the event such notice is given, Contractor shall cease immediately all work in progress. Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

(b) Termination for Cause. If District notifies Contractor of a default under Section 21 "Default" and Contractor fails to cure the default within the reasonable time frame provided, District may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of District. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the District may give notice to Contractor specifying the nature of the default and providing

the Contractor a reasonable timeframe to cure the default. The District may hold all invoices until the default is cured. If Contractor does not cure the default to District's satisfaction in the timeframe given, the District may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the District to give notice of the Contractor's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY DISTRICT.

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Tahoe Transportation District
Attn: James Marino
PO Box 499
Zephyr Cove, NV 89448

To Contractor:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the District Manager or his or her designated representative. The District Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the District Manager's contracting authority under District's ordinances, rules and regulations.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The District Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the District Manager's contracting authority under the District's ordinances, rules and regulations.

All other amendments shall be approved by the District's Board of Directors. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, District may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Contractor shall promptly notify District thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by District.

SECTION 28. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 29. FEDERAL PROVISIONS.

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government

requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised October 23, 2023; <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) is incorporated by reference herein.

SECTION 30. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN; VENUE.

In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado, California where the dispute arises from Services performed in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Services performed in Nevada. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California for Services performed in California, or in the District of Nevada for Services performed in Nevada.

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 34. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

TAHOE TRANSPORTATION DISTRICT

Carl Hasty
District Manager

ATTEST:

Judi Allen
Clerk of the Board

APPROVED AS TO FORM

Mary Wagner
Interim General Counsel

By _____

By: _____

Its: _____

Its: _____

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C" INSURANCE

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

X **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and District against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the District.

X **Workers' Compensation Insurance:** Workers' Compensation insurance as required by the State of California and/or Nevada and a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the District from such claim.

X **Professional Liability Insurance:** Professional liability insurance appropriate to the Contractor's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required

by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

b. Contractor's insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

c. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to District, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the District Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Contractor furnish District with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT "D"

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ATTACHMENT B

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor

understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT C

Certification regarding Debarment and Suspension

The undersigned bidder or proposer certifies that its principals, affiliates, and subcontractors (if any) are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

This certification is a material representation of fact relied upon by TTD. If it is later determined by TTD that the undersigned knowingly rendered an erroneous certification, in addition to remedies available to TTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The undersigned agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this bid or offer is valid and throughout the period of any contract that may arise from this bid or offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date