



**REGIONAL TRANSPORTATION COMMISSION**

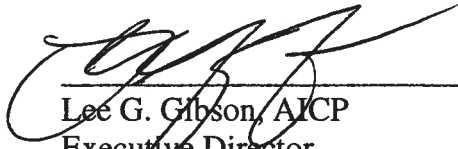
*Public Transportation • Streets and Highways • Planning*

February 17, 2012

**AGENDA ITEM 5.3**

**TO:** Regional Transportation Commission

**FROM:** Jeff Hale  
Engineering Director

  
\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Project Management Software (PMS) System Shortlist**

**RECOMMENDATION**

Approve the shortlist of proposers for the Project Management Software (PMS) system selection, which include CIP Planner, E-2020, E-Builder, and Hill International.

**SUMMARY**

PMS systems are tools used by both public and private agencies to plan, budget, monitor and deliver multi-million dollar capital programs. A system of Excel spreadsheets is currently being used by the Engineering and Finance Departments to plan and monitor the RTC capital improvement program. Replacing the spreadsheets with a PMS system would significantly improve the agency's ability to manage and budget the program, perform improved resource mapping, and implement and continuously assess program and project performance measures. A PMS system will reduce the amount of staff time required to input and maintain the monthly finances. The system will be configured to automatically capture certain accounting functions and provide correct information in an easy to read format. Project finances, milestone progress, and resourcing can all be reliably tracked and reported.

A request for proposals was approved by the Board on August 19, 2011, to procure a PMS system. Subsequently five proposals were received and evaluated by a group of eight RTC staff representing Engineering, Finance and Information Technology. The proposals were scored with a total of 40 points possible for the content of the technical proposal and 20 points possible for the price proposal. An additional 40 points may be earned at the interview and presentation as identified in the RFP.

Based upon how well the proposers met the requirements of the RFP (Attachment A), and presented their product, the proposals were evaluated and scores totaled below:

<b>Firm Name</b>	<b>CIP Planner</b>	<b>E-2020</b>	<b>E-Builder</b>	<b>Hill International</b>	<b>Nevada Blue</b>
Technical Proposal	261	271	278	251	126
Pricing	97	131	142	98	73
<b>Total</b>	<b>358</b>	<b>402</b>	<b>420</b>	<b>349</b>	<b>199</b>

The proposals are available upon request.

**FISCAL IMPACT**

Funding for this item is included in the approved RTC FY 12 budget.

**PREVIOUS ACTIONS BY BOARD**

August 19, 2011                      Approved the Request for Proposals (RFP) for a Project Management Software System

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this agenda item.

Attachment



**REGIONAL TRANSPORTATION COMMISSION**

*Public Transportation • Streets and Highways • Planning*

**REQUEST FOR PROPOSAL  
RFP #RTC11-18**

**Project Management System**

Date Issued: September 22, 2011

Date Due: October 21, 2011

Regional Transportation Commission

2050 Villanova Drive

Reno, Nevada 89502

Tel: (775) 348-0400

Fax: (775) 324-3503

ATTACHMENT A

**LEGAL NOTICE  
#RTC11-18**

**NOTICE OF REQUEST FOR PROPOSAL  
REGIONAL TRANSPORTATION COMMISSION**

NOTICE IS HEREBY GIVEN that the Regional Transportation Commission of Washoe County, Nevada (RTC) is soliciting Proposals from qualified vendors to provide Project Management Software.

A copy of the RFP #RTC11-18, including the necessary submittal requirements, will be available from the RTC on September 22, 2011. To obtain the solicitation documents and register, log onto [www.ebidexchange.com/rtc](http://www.ebidexchange.com/rtc), or contact Brad T. McKeachnie, Procurement and Compliance Analyst by phone at 775-332-2174, by fax at 775-348-1066 by email at [bmckeachnie@rtcwashoe.com](mailto:bmckeachnie@rtcwashoe.com) or by mail at 1105 Terminal Way, Suite 300, Reno, NV 89502. No pre-proposal meeting is scheduled.

Proposals for the RFP will be accepted until 2:00 PM PDT, October 21, 2011. Proposals must be in sealed opaque envelopes, and will be addressed to:

Brad T. McKeachnie  
Procurement and Compliance Analyst  
1105 Terminal Way, Suite 300  
Reno, NV 89502

Proposals received after 2:00 PM PDT will be subject to return and will not be considered. RTC reserves the right to reject any or all Proposals, alternates or options, or any combination thereof, or accept the Proposal that is deemed by the RTC to be in the best interest of the RTC. The RTC also reserves the right to waive any irregularities and/or informalities with the Proposals as submitted and purchase all or part of the installation. There are federal requirements required by this Proposal and all necessary documentation must be signed and notarized or the Proposal may be deemed Non-Responsive.

The RTC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation Issued Pursuant to Such Act, hereby notifies all proposers that it will affirmatively ensure that in regard to any contact or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, religion, color, sex, age, disability, or national origin in consideration for an award.

# ATTACHMENT A

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Exhibit D	List of Subcontractors
Exhibit E	Proposal Item Clarification Form
Exhibit F	Sample Agreement
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# ATTACHMENT A

## REQUEST FOR PROPOSAL:

### Project Management System

#### 1. INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC) is soliciting proposals for a construction project software system referred to as the Project Management System (PMS). This system will be used by the RTC to manage a multi-million dollar annual maintenance and capacity improvement program and will replace the Excel spreadsheets currently being used.

#### BACKGROUND

The RTC operates three different business areas, public transportation, streets and highways and planning. The agency currently employs 76 staff which includes a mix of engineers, planners, facility maintenance and management. Projects are typically managed in the engineering division under streets and highways, however planning and public transportation also manage projects and are responsible for scopes, schedules and budgets. Engineering projects range from minor maintenance slurry seals to major capacity improvement projects with preliminary construction cost estimates as high as \$600 to \$700 million. RTC project managers utilize consultants in cooperation with in-house staff to perform all phases of project delivery. Agency funding is primarily local and based on taxes generated from sales and fuel in addition to developer impact fees. State and Federal funds are also utilized on certain projects.

#### PURPOSE

The purpose of the new PMS system is to provide a platform capable of providing financial planning and management of a large and diverse program of projects from initiation through final delivery. This system will interface with the existing Deltek Costpoint accounting system as well as MS Project and be either web based or locally hosted. The PMS system shall support all of the RTC's street and highway, facility and planning projects and be able to track user defined project activities against projected, earned and actual project expenditures, provide issue tracking and report the overall schedule status at any given time within the project life and as forecasting needs require.

The system is not initially intended for document management however, it must be capable of future modification and expansion.

#### MINIMUM PMS SYSTEM REQUIREMENTS

Provide a PMS system meeting the minimum requirements listed below.

- Provide consistent, reliable project/program financial status updates and tracking of funding allocations.
- Produce and forecast cash flow requirements for the life of the project.
- Track the project's annual budgeted/appropriated amounts, and contract amounts against actual expenditures.

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- Provide change order tracking.
- Accommodate multiple funding sources.
- Provide graphical representation of program conditions – Dashboard type display by project, program, project manager and key project milestones.
- Interface with existing MS-SQL database used by the Deltek Costpoint accounting system to report all project payments made and reimbursable amounts received.
- Track and classify financial costs for capital projects including reimbursable expenses.
- Allow user defined milestones and report progress and expenses against those milestones.
- Forecast staffing levels and perform resource mapping.
- Demonstrated compliance with industry Best practices.
- Provide a training and system support plan.
- Integrate with MS Project and utilize Gantt charts and Critical Path method for tracking progress and resource demand.
- Schedule function must be able to track and report actual start and finish dates.
- Be scalable in response to program needs over time and as system experience and reliance increases.
- May be web or local server based.
- Provides for up to 30 unique users, with 10 available at any one time.
- System must be user friendly with logical work flows.

### CONTENT OF RESPONSES

Provide a cover letter and Executive Summary. – 3 pages max

Provide a technical proposal describing the vendor including how long the firm has been in business and what their qualifications are. Include a detailed description of how the PMS system meets or exceeds the minimum requirements listed above. Demonstrate experience and a history of providing PMS system services to at least 5 public agencies tasked with delivery of multi-million dollar public works projects in the last 3 years. Describe the hosting configuration, whether on or off-site, what types of security protocols are used and how is the information backed up. Describe how the upgrade process works and any downtime that the client might expect and provide contact information for at least 3 references. - 20 pages max

### PRICING

Provide a schedule of costs for your firm's licensing structure, annual support, training and maintenance. Include a description of assumptions for all costs associated with product installation and setup in addition to the form required in section 5.1.

Final pricing will be negotiated upon acceptance of system content and functionality. In the event that an agreement on total product cost cannot be reached, the RTC reserves the right to enter negotiations with the next ranked firm or cancel the procurement entirely.

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### EVALUATION

The proposals will be evaluated and scored by an evaluation committee. Firms with the highest combined scores of the technical and price proposals will be invited for an interview and product demonstration. A score will be assigned to the interview and product demonstration, then combined for the summary score and ranking.

The scoring will be based upon a 100 point scale and weighted as follows:

Interview and product demonstration weight – 40%

Technical proposal weight – 40%

Pricing for licensing, support, training and maintenance – 20%

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### 1.1. SOLICITATION SCHEDULE

Activity	Date
1. RFP Released	9/22/2011
2. Questions, Requests for Clarifications and Changes to RTC	10/6/2011
3. RTC's Response to Questions, Requests for Clarifications and Changes	10/13/2011
4. Proposal Due	10/21/2011
5. Recommended Award	12/16/2011

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### 2. INSTRUCTIONS FOR PREPARING PROPOSALS

#### 2.1. PROPOSAL FORMAT

Proposals shall be prepared, submitted and considered by the following instructions. Proposals shall be typed and submitted on 8½" x 11" standard size paper. Proposers should use the following checklist in preparing their response to this RFP. **THE FOLLOWING ITEMS AND FORMS MUST BE SUBMITTED WITH EACH PROPOSAL. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

- Executive Summary/Cover Letter
- Technical Proposal
- Pricing Proposal
- Affidavit of Non-Collusion
- Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion
- Addenda Acknowledgment (if any)
- Proposal Item Clarification
- Required License (if required)
- List of Subcontractors

#### 2.2. GENERAL INSTRUCTIONS TO PROPOSERS

For a Proposal to be considered, the Proposal must be in accordance with these "Instructions to Proposers".

- 2.2.1. Proposals must be made upon the forms provided and all the blank spaces must be completed, the signature shall be longhand, and the completed form must be without interlineations, alterations or erasures.
- 2.2.2. The RTC confirms that there is no state or local taxes applicable to this contract. The RTC certificate number is 88-91-0617K.
- 2.2.3. The Proposer must be a person, firm or corporation that has the resources and contractual arrangements necessary to assure delivery and installation of Project Management System as required in this RFP. The Proposer must also have the necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time frames.
- 2.2.4. A certified or audited financial statement reflecting the financial condition of the firm will be required from the successful Proposer. The latest annual financial report and current interim financial report statement (balance sheet and profit/loss

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statements) will meet this requirement. The RTC will, to the extent permitted by law, treat the information as confidential, except those parts that may be discussed with persons and firms given as references by the Proposer.

- 2.2.5.** Proposers may provide a sample of the Project Management Software and software operating instruction manuals in pdf format on CDs or DVDs for review.
- 2.2.6.** Proposers shall complete and include the Pricing Proposal form (Section 5).
- 2.2.7.** A Proposer who fails or refuses to complete and return the applicable attachments shall be deemed non-responsive and will not be awarded the contract. Please refer to the Proposal submittal checklist found in this section of the Solicitation Documents.
- 2.2.8.** Proposers are required to complete and submit all applicable forms and certifications. This includes all applicable forms and certifications, and the Debarment Certification. Failure to accurately complete and submit these forms will result in the Proposal being rejected.
- 2.2.9.** Proposers shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, standards and orders of public authority. If the contract documents are at variance with the above, appropriate modifications shall be made by the RTC. Omission of applicable laws, ordinances, rules, regulations, standards or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve the Proposer from his/her/its obligations to meet such fully and completely. Upon request, the Contractor shall furnish the RTC certificates of compliance with such laws, orders, and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.
- 2.2.10.** Should a Proposer find discrepancies in or omissions from the documents, or should the Proposer be in doubt as to their meaning, the Proposer shall at once notify the RTC.
- 2.2.11.** All product information, explanations, comments, calculations or descriptions must be in sufficient detail to allow the RTC to understand the nature of the topic without excessive use of “jargon” or industry-specific terms.
- 2.2.12.** No increase in cost or extension in performance time will be considered for failure to know the conditions to be encountered as to the character, quality, and quantity of the materials to be furnished, and as to the requirements of the specifications.

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- 2.2.13.** RTC is not responsible for Proposers' expenses associated with proposal preparation, travel or any and other costs incurred during the evaluation and selection process.
- 2.2.14.** Any addenda issued during the time of proposing shall become part of the Proposal. Signed copies of all addenda and/or bulletins issued to prospective proposers shall be included with the Proposal. Failure to include signed addenda and/or bulletins may be considered grounds for rejection of the Proposal.
- 2.2.15.** Only written Proposals will be accepted. No oral, telephonic, fax or electronic proposals, or modifications to proposals, will be considered. The Proposers shall assume all responsibility for the accuracy of any Proposals and modifications.
- 2.2.16.** The RTC reserves the right to reject any or all Proposals or options, or any portion or combination thereof, or accept any Proposal deemed by the RTC to be in the best interest of the RTC. The RTC also reserves the right to waive any irregularities and/or informalities with the Proposal submittals.
- 2.2.17.** If only one Proposal is received in response to this RFP, a detailed cost/price proposal shall be requested of the single Proposer. A price analysis and evaluation and/or audit may be performed of the price proposal to determine if the price is fair and reasonable.
- 2.2.18.** No contract shall be considered effective until the final agreement has been executed by all parties thereto.
- 2.2.19.** The work to be performed under the contract shall be commenced after all executed Proposal documents have been submitted, and immediately following the issuance of the Notice to Proceed. Delivery and contract completion shall occur within 125 calendar days following the issuance of the Notice to Proceed. Proposals shall contain assurance that this schedule will be met.
- 2.2.20.** If subcontractors are necessary to complete any functions of this requirement, the Proposer must list the names and business locations of any proposed subcontractors with the submitted Proposal sheets. The RTC retains the right to review and approve any subcontractors proposed by the Proposer. Any approval of the subcontractor shall not be construed as the RTC's consent to become a party of such contract, giving the subcontractor privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractor.
- 2.2.21.** The contract for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices pursuant to federal and state laws.

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- 2.2.22.** The RTC shall in no event be liable to Contractor for special, contingent or consequential damages. The RTC shall assume the risk of loss of the equipment upon acceptance. Prior to acceptance by the RTC, the Contractor shall have the risk of loss, including any damages sustained during delivery.
- 2.2.23.** All communications with the RTC regarding this procurement shall be marked "Project Management System". Communications shall be in writing and may be delivered personally, via mail, email or facsimile. Telephone calls may be used to expedite communications but shall not be considered official communications unless confirmed in writing. All communications with the procuring agency must be addressed to:

Regional Transportation Commission  
Attn: Brad T. McKeachnie  
Procurement/Compliance Analyst  
1105 Terminal Way, Suite 300  
Reno, NV 89502  
775-332-2174: Direct  
775-348-1066: Fax  
[bmckeachnie@rtcwashoe.com](mailto:bmckeachnie@rtcwashoe.com)

Communications shall be considered received at the time actually received by the addressee or designated agent.

- 2.2.24.** Disadvantaged Business Enterprise (DBE). The RTC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such act, hereby notifies all Proposers that it will affirmatively ensure that in regard to any contract or procurement entered into, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. There is no DBE goal for this procurement.

### **2.3. PRE-PROPOSAL MEETING**

No pre-proposal meeting is scheduled.

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### 2.4. SUBMITTALS

**Submit one (1) original and nine (9) copies of the Proposal to:**

**Regional Transportation Commission  
Attn: Brad T. McKeachnie  
Procurement and Compliance Analyst  
1105 Terminal Way, Suite 300  
Reno, NV 89502**

All proposals must be received at the above address **no later than 2:00 PM PDT on October 21, 2011**. Proposals shall be delivered in an opaque envelope. The envelope will be clearly marked, "RFP #RTC11-18 Project Management System".

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**PROPOSAL**

Proposal of \_\_\_\_\_ [company name] of \_\_\_\_\_  
\_\_\_\_\_ [street address, city, state, zip code]

to furnish all goods and services necessary to complete the Project Management System in accordance with the Instructions to Proposers, Proposal, Proposal Item Clarifications, Technical Specifications and Attachments, including any amendments or addenda to all these aforementioned documents, all of which are hereinafter referred to as the "Solicitation Documents".

To: The Regional Transportation Commission of Washoe County, Nevada (RTC):

The undersigned, as Proposer, declares that this Proposal is made without collusion with any other person, firm, or corporation, that the Proposer has carefully examined the Solicitation Documents referred to and made a part hereof, and the Proposer proposes and agrees, if this Proposal is accepted, that the Proposer will contract with the Regional Transportation Commission, to furnish all services specified in the Solicitation Documents, in the manner and time prescribed and according to the requirements herein set forth, and that the Proposer will accept in full payment therefore per the above prices.

Firm Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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### 3. PROPOSAL EVALUATION PROCESS

#### 3.1. EVALUATION COMMITTEE

An Evaluation panel will review Proposals based on the criteria listed. Selection of the most responsive Proposals will be made by 12/16/2011. The RTC will negotiate a fixed cost contract with the successful Proposer.

Proposals will be reviewed, evaluated and ranked by the Evaluation Committee in accordance with the criteria and procedures described in the Proposal. The Evaluation panel is composed of RTC staff members. Proposals will not be publicly opened. All Proposals, evaluations, and the names of the Evaluation Committee members are considered confidential information during the procurement process and will not be released for any reason unless the RTC is compelled to do so by judicial review. The RTC reserves the right to request Proposers to provide missing information, make corrections, or provide additional information.

Notwithstanding the foregoing, RTC reserves the right to reject any and all Proposals, or parts thereof, whenever such rejection is determined to be in the best interest of RTC.

#### 3.2. AWARD

Based on the evaluation of the Proposals and Interviews, RTC staff will initiate negotiations with the firm with the highest combined score. RTC reserves the right, if it is in the best interest of the RTC, to negotiate with more than one firm and thereafter recommend award to the Proposer that offers the most favorable terms. The RTC Board will award the contract.

The RTC reserves the right to withdraw this RFP at any time without prior notice and makes no representation that a contract will be awarded to any Proposer. The RTC also reserves the right to postpone the opening of Proposals for its own convenience, to waive any informality or irregularity in the Proposals received, and to reject any and all Proposals without indicating any reason for rejection.

#### 3.3. PROTEST

##### PROTEST PROVISIONS

Any Proposer who wishes to file a protest to the award of the bid for any reason must file a "Notice of Protest" with the RTC's Procurement and Compliance Administrator, Elisa Rizzo, 1105 Terminal Way, Suite 300, Reno, NV 89502 within five (5) business days after RTC delivers the "Notice of Intent to Award" to the unsuccessful Proposers. Except as provided above, the protest process, the liability of the RTC, bond requirements, and procedure for resolution will be governed by, and be in accordance with, the provisions of NRS 338.143. If the award is changed as a result of the protest, a new "Notice of Intent to Award" to the unsuccessful Proposers will be issued. Proposers may, within five (5) business days after the RTC delivers the new "Notice of Intent to Award", file a "Notice of Protest" as described above. Only protests concerning issues of fact or law relating to the new award which were not evident until the time of the new "Notice

## ATTACHMENT A

of Intent to Award" can be the subject of a protest filed after the new "Notice of Intent to Award" is issued.

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### **4. SCOPE OF WORK**

As outlined in the “MINIMUM PMS SYSTEM REQUIREMENTS”

#### **4.1. PROJECT MANAGEMENT**

Both parties (RTC and Contractor) shall appoint a project manager who shall meet bi-monthly or as needed to coordinate, review and insure performance by Contractor under this Scope of Work. The project manager appointed by RTC shall oversee the daily administration of the tasks to be performed by Contractor under this Scope of Work. Delivery shall be coordinated with the RTC Project Manager.



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# **EXHIBITS**

ATTACHMENT A

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Proposer (if the proposer is an individual, a partner in the Proposal) (if the proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached Proposal or Proposals have been arrived at by the Proposer independently and have submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the request for proposals designed to limit independent proposals or competition;
3. That the contents of the Proposal or Proposals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before  
me this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

ATTACHMENT A

**EXHIBIT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor/Primary Participant, \_\_\_\_\_, certifies to the best of his/her knowledge and belief, that he/she and his/her principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not, within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Proposal.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before  
me this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

# ATTACHMENT A

## EXHIBIT C

### GENERAL PROVISIONS

#### Nevada Law Applies

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

#### Exclusive Agreement

There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

#### Amendments

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

#### Attorneys' Fees

In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.

#### Regulatory Compliance

Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances.

#### Time is of the Essence

It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the Executive Director.

#### Non-Transferability

This Agreement is for Contractor's professional services, vehicles, and equipment, and Contractor's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

#### Unavoidable Delays

If the acceptable completion of this contract should be unavoidably delayed, RTC shall extend the time for completion of the contract for not less than the number of days Contractor was unavoidably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during Contractor's performance, is not caused directly or indirectly by the acts, omissions, negligence, or mistakes of Contractor, is substantial and in fact causes Contractor to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

## ATTACHMENT A

### **Notification of Delay**

Contractor shall notify RTC as soon as Contractor has, or should have, knowledge that an event has occurred which will delay contract completion. Within five (5) calendar days, Contractor shall confirm such notice to RTC in writing, furnishing as much detail as is available.

### **Request for Extension**

Any request for an extension of time to complete the contract shall be made in writing to RTC's representative(s) identified in the Solicitation documents. Contractor shall supply to RTC, upon request, documentation to substantiate the justification for additional time needed for Project completion. RTC shall provide Contractor with notice of its decision within five (5) days.

### **Compliance with Laws/Permits and Licenses**

Contractors shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, standards and orders of public authority. If the contract documents are at variance with the above, appropriate modification shall be made by the RTC. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve the Contractor from his or her obligations to meet such fully and completely. Upon request, the Contractor shall furnish to RTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, state, county, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between persons(s) submitting a Bid response hereto and the RTC by and through its officers, employees, and authorized representatives, and lack of knowledge by any Contractor shall not be a defense.

### **Insurance**

A One Million Dollar (\$1,000,000) Certificate of Liability Insurance, naming the RTC Additional Insured, will be required from the successful Proposer.

### **Hold Harmless**

Contractor shall defend, indemnify, and hold RTC, its officials, employees and agents harmless from any and all claims, demands, or actions for personal injury or property damage to the extent they arise from Contractor's act or omissions, or negligent performance of work under this Agreement. Should RTC be joined or named as a party in any claim, suit, action, or other legal proceedings arising out of the services performed by Contractor under this Agreement, Contractor shall defend and hold RTC, its officials and employees harmless from same, and shall pay all costs and expenses, including attorneys' fees and defense costs, incurred in connection therewith. This paragraph shall not apply to a situation where liability arises solely from the negligent or intentional acts, of any officer, employee of some other contractor or agent of RTC agents.

NOTE: IF THIS CONTRACT IS FTA FUNDED, THE CONTRACTOR SHALL ALSO DEFEND THE FEDERAL GOVERNMENT.

### **Written Change Orders**

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

## ATTACHMENT A

### **Changes**

#### **Fixed price**

- (A) The Contracting Officer may at any time, by written change order, (oral change orders are not permitted) and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs or specifications.
  - (2) Method of shipment or packing.
  - (3) Place of delivery.
- (B) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (C) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a Bid submitted before final payment of the contract.
- (D) If the Contractor's Bid includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (E) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (F) The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the RTC.

### **Single Proposal Response**

If only one Proposal is received in response to the RFP, a detailed cost/price proposal may be requested of the single proposer. A price analysis and evaluation and/or audit may be performed of the proposal in order to determine if the price is fair and reasonable.

### **Continuing Obligation**

The Proposer agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of Proposer to render the services required under this Contract, neither the Proposer nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, the RTC may terminate this Contract if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect the Proposer's ability to satisfactorily complete the performance of the Contract.

### **Assumption of Risk or Loss**

The RTC shall assume risk of loss upon signed receipt of delivery by RTC. Prior to delivery, the Proposer shall retain risk of loss.

## ATTACHMENT A

The List of Subcontractors is to be completed if you plan on using any Subcontractors. References are required and we ask that the following forms be used.

LIST OF SUBCONTRACTORS

	Name of Subcontractor	License Number	Type of Work/Equipment	DBE Yes/No
1.				
2.				
3.				
4.				
5.				



ATTACHMENT A

EXHIBIT F

SAMPLE AGREEMENT

THIS CONTRACT is entered into on \_\_\_\_\_ by and between the Regional Transportation Commission of Washoe County, 2050 Villanova Drive, Reno, Nevada, (hereinafter called "RTC"), and \_\_\_\_\_, having offices at \_\_\_\_\_, hereinafter called the Proposer.

WITNESSETH:

WHEREAS, RTC desires to enter into a contractual relationship with Proposer for the procurement of the design and implementation of the Project Management Software;

WHEREAS, PROPOSER represents it has the ability to provide the software, inclusive of all warranties as set forth in the Request for Proposal (RFP); and

WHEREAS, the parties wish to enter into an agreement subject to all terms and conditions as hereinafter set forth, and as outlined in the RFP.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 - SCOPE OF WORK

PROPOSER shall furnish all of the SOFTWARE and SERVICES described in the Request For Proposal (RFP), Project Management Software, dated 9/22/2011, complete with all warranties as per the Proposal and Scope of Work and with no exceptions taken to the bid. PROPOSER also warrants that they are able to provide all necessary items as listed on the Pricing Proposal, in full compliance with warranties.

ARTICLE 2 - NOTICE TO PROCEED

The PROPOSER will receive a Purchase Order for the said items, detailing delivery location. Freight will be billed by the PROPOSER and will be paid by the RTC as per the Purchase Order.

ARTICLE 3 - THE CONTRACT SUM

RTC shall pay PROPOSER within 30 days of the RTC's receipt of properly documented progress invoices. The total of this Proposal is \$\_\_\_\_\_.

## ATTACHMENT A

### ARTICLE 4 - LITIGATION

Except as required by Article 5, PROPOSER shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC. Compensation for litigation services shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

### ARTICLE 5 - INDEMNITY

PROPOSER agrees to save and hold harmless and fully indemnify the RTC, including its officers, commissioners, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages including attorneys' fees and costs and RTC personnel litigation and trial costs, of any kind or nature (collectively "Damages") arising directly or indirectly out of:

- A. Any actual or alleged breach of duty, neglect, act, error, or omission committed in the conduct of PROPOSER'S business relationship with the RTC by the PROPOSER, its employees, agents, officers, directors or anyone else for whom PROPOSER may be legally responsible; and
- B. The use by the RTC or by any of its employees or agents, including other contractors and subcontractors of the RTC of equipment, parts and other articles supplied by PROPOSER under this Agreement to the extent such Damages are caused by defects in the design, marketing or manufacturing of the equipment, parts and other articles; and
- C. The actual or alleged infringement of any patent or copyright resulting from the use by the RTC or any of its agents, employees, officers or commissioners of any equipment, part or component (including software) supplied under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the person or entity indemnified or that person's or entity's employees of any equipment, part or component (including software) except as consented by PROPOSER.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property.

### ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the PROPOSER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

## ATTACHMENT A

selection for training, including apprenticeship. The PROPOSER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the RTC setting forth the provisions of this nondiscrimination clause.

The PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

### ARTICLE 7 - DISPUTES AND TERMINATION

#### Disputes and Alternative Dispute Resolution:

Contracting Officer. Any disputes arising in the performance of this Agreement, or with respect to its rights and obligations, which cannot be resolved informally by the Parties must then be submitted in writing to the RTC's Supply and Procurement Officer (hereinafter "Contracting Officer"), Eliza Rizzo, at the address reflected in Article 10 of this Agreement. The complainant must submit in writing its statement of its complaint to the Contracting Officer. The responding party must submit a response to the complaint within fifteen (15) calendar days or such longer time as may be permitted by the Contracting Officer. The Contracting Officer may request additional information from the complainant or from the respondent which must be submitted to the Contracting Officer not less than ten (10) days after the date of the request for the additional information or such longer period of time as is permitted by the Contracting Officer. So far as practicable, the dispute will be decided by the Contracting Officer based on the written appeal, the information and the written response submitted. If either party is not satisfied with the decision of the Contracting Officer, then the unsatisfied party or parties may, within 30 days of receipt of the Contracting Officer's written decision, request the other party to submit the matter for mediation pursuant to part C. of "Rules Governing Alternative Dispute Resolution" adopted by the Nevada Supreme Court. If mediation is unsuccessful, the Parties agree to execute a subsequent agreement and such other documents as may be required to allow the dispute to be resolved in accordance with Nevada's Short Trial Program and all rules adopted for the administration of same by the Nevada Supreme Court.

Performance During Dispute: Unless otherwise directed by the Contracting Officer, Proposer or its authorized Agent must continue performing under this Agreement while the matters in dispute are unresolved or before the Agreement is terminated as provided in Article 9.

Contract Termination for Convenience: The RTC may terminate this Agreement, in whole or in part, at any time by written notice to the PROPOSER when it is in the RTC's best interest. PROPOSER shall be paid fees and costs payable pursuant to this Agreement on work performed up to the time of termination. PROPOSER must promptly submit its termination claim to the RTC. If PROPOSER has any property in its possession belonging to the RTC, PROPOSER will account for the same and dispose of it in the manner the RTC directs.

ATTACHMENT A

Contract Termination For Default: This Agreement may be terminated by either party upon 30 days written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party. Either party may waive, in writing, any purported default of the other party, but any one waiver does not and shall not be construed to be a waiver of any future default of the same nature or otherwise. If, after termination under the terms of this paragraph, it is determined that the PROPOSER was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RTC.

ARTICLE 8 – NO JOINDER

No litigation arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

RTC and PROPOSER bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Contract. Except as set forth herein, neither RTC nor PROPOSER shall assign or transfer interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and PROPOSER.

ARTICLE 10 - NOTICE

Notices required under this Contract shall be given as follows:

RTC: Elisa Rizzo, Procurement and Compliance Administrator  
Regional Transportation Commission  
1105 Terminal Way, Suite 300  
Reno, NV 89502  
775-348-0400 ext 4326

Proposer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 11 - APPLICABLE LAW

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and, except as otherwise provided in Article 7, the parties hereto select the Second Judicial District Court of Washoe County, Nevada as the final venue for the resolution of disputes or proceedings arising out of this Agreement.

## ATTACHMENT A

### ARTICLE 12 - SEVERABILITY

If any part, term, article, or provision of this Contract is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Contract are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term, or provision held invalid.

### ARTICLE 13 - FEDERAL FORMS AND CLAUSES

Proposer has signed all necessary Federal forms as part of the bid package and all documents have been signed and notarized, as required.

### ARTICLE 14 -THE CONTRACT DOCUMENTS

The Invitation for Bids, with all related submittals, and Exhibits, including any amendments or addenda to all these aforementioned documents, together with this Document form the Contract, and they are as fully a part of the Contract as if attached or incorporated herein.

### ARTICLE 15- NO THIRD PARTY BENEFICIARY

This Contract and the rights and obligations arising therefrom are strictly for the benefit of the parties to this Contract. The parties agree that any benefit asserted by any third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

Signature Block for RTC  
Notary

Signature Block for PROPOSER  
Notary

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE AGREEMENTS**

20091206 Version

**1. INTRODUCTION**

IF CONSULTANT AGREES TO RESPOND TO THE “REQUEST FOR APPROACH/PROPOSALS”, HE MUST BE WILLING TO COMPLY WITH THE INSURANCE REQUIREMENTS LISTED BELOW AND HAVE THEM INCLUDED IN ANY NEGOTIATED AGREEMENT. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE RTC ENGINEER DIRECTLY AT (775) 348-0171.

**2. INDEMNIFICATION**

- A. As respects negligent acts, errors or omissions in the performance of professional services, the CONSULTANT agrees to indemnify and hold harmless the RTC, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the CONSULTANT's negligent acts, errors or omissions in the performance of its professional services under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the CONSULTANT, its Subconsultants or Subcontractors (hereafter “Subs”), their employees, agents, or representatives. CONSULTANT’s obligations under this section are conditioned on the RTC providing written notice to CONSULTANT within 45 days of its receipt of a written demand/claim or lawsuit arising from CONSULTANT’s professional services.
  
- B. The CONSULTANT agrees to hold harmless, indemnify, and defend the RTC, xxx, xxx, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the CONSULTANT, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as “Indemnitees.” If an “Indemnitees” is found to be liable in the proceeding, then CONSULTANT’s obligation hereunder shall be limited to the proportional share of the liability attributed to the CONSULTANT.

## ATTACHMENT A

The CONSULTANT must, upon determination that the work performed by the CONSULTANT was negligent in any manner or that the CONSULTANT failed to perform any duty set forth in this Agreement, pay the Indemnitees' costs, including but not limited to reasonable attorney fees, set out in any judicial determination relating to any of the foregoing claims, demands, actions, or causes of action.

If the Indemnitees' personnel and/or agents of Indemnitees are involved in defending such actions, the CONSULTANT shall reimburse, to the extent of the CONSULTANT's negligence, the Indemnitees for the time spent by such personnel at the rate charged by private professionals for such services.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations.

### **3. GENERAL REQUIREMENTS**

Except as provided in paragraph 11 below, prior to the start of any work on a RTC project, the CONSULTANT shall purchase Industrial (Workman's Compensation) Insurance, General Liability, Auto Liability, and CONSULTANT's Professional Errors and Omissions Liability Insurance as described below insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by the CONSULTANT.

### **4. INDUSTRIAL (WORKMAN'S COMPENSATION) INSURANCE**

It is understood and agreed that there shall be no Industrial (Workman's Compensation) Insurance coverage provided for the CONSULTANT or any Subs by the RTC. The CONSULTANT, and any Subs, shall procure, pay for and maintain required coverages. The CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and a precondition to any obligation of the RTC to make any payment under this Agreement, to provide the RTC with certificates issued by an insurance company that shows compliance with this Agreement and Nevada Revised Statutes (NRS) 616B.627 and 617.210, respectively. Should the CONSULTANT be self-funded for Industrial Insurance, the CONSULTANT shall so notify the RTC in writing prior to the signing of a Contract. The RTC reserves the right to accept or reject a self-funded CONSULTANT and to approve the amount of any self-insured retentions. The CONSULTANT agrees that the RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

Upon completion of the project, the CONSULTANT shall, if requested by the RTC, provide the RTC with a Final Certificate for itself and each Sub showing that the CONSULTANT and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project. If the CONSULTANT, or any Sub is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

## ATTACHMENT A

### 5. MINIMUM SCOPE OF LIABILITY INSURANCE

Unless modified by the RTC, the CONSULTANT's Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Coverage "occurrence" form CG0001 12/04 or an equivalent form. The Comprehensive General Coverage shall include, but is not limited to, Liability Coverage arising from Premises, Operations, Independent Contractors, Products/Completed Operations, Personal and Advertising, Injury, Blanket Contractual Liability and Broad Form Property Damage.
- B. Insurance Services Office Business Auto Coverage form CA00 01 10/01 or an equivalent form covering Automobile Liability symbol 1 "Any Auto." In lieu of a separate Business Auto Liability Policy, the RTC may agree to accept Auto Liability covered in the General Liability Policy, if Non owned and hired auto liability are included.
- C. Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to the RTC. The CONSULTANT shall not require this insurance for Subcontractors or non-design Subconsultants. The CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of the construction of the project unless waived by the RTC. In the event that the CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, the CONSULTANT shall purchase at the request and expense of the RTC, if available, Extended Reporting Coverage for claims arising out of the CONSULTANT's negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

### 6. MINIMUM LIMITS OF LIABILITY INSURANCE

The CONSULTANT shall maintain limits no less than:

- A. General Liability: \$1,000,000 minimum or the amount customarily carried by the CONSULTANT, whichever is **GREATER**, 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, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
- B. Auto Liability: \$1,000,000 minimum or the amount customarily carried by the CONSULTANT, whichever is **GREATER**, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
- C. Industrial Insurance: Coverage shall be written for statutory limits for the State of Nevada with a limit of \$1,000,000 for Employer's Liability.

## ATTACHMENT A

- D. Professional Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate or the amount customarily carried by the CONSULTANT, whichever is **GREATER**. Premium costs incurred to increase the CONSULTANT's insurance levels to meet minimum contract limits shall be at no cost to the RTC.
- E. Should the RTC determine that higher insurance limits are needed, additional project coverage shall be purchased by the CONSULTANT and the difference in cost shall be paid by the RTC. The RTC retains the option to purchase the additional project insurance through the CONSULTANT's insurer or its own source.

### 7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the RTC Engineering Director prior to signing this Agreement. The RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the RTC Engineering Director prior to the change taking effect.

### 8. OTHER INSURANCE PROVISIONS

#### A. General, Auto, and Excess/Umbrella Liabilities

- 1) The RTC, including their elected officials, officers, employees, and agents are to be covered as additional insureds as respects liability: arising out of activities performed by or on behalf of the CONSULTANT, including but not limited to: (a) for products and completed operations, and (b) for premises owned, occupied, or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the named insureds.
- 2) The CONSULTANT's insurance coverage shall be primary insurance as respects the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT's insurance and shall not contribute in any way.
- 3) Any failure by the CONSULTANT to comply with reporting provisions of its policies shall not affect its obligations to the named insureds.
- 4) The CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Endorsements for General, Auto, and Excess/Umbrella Liabilities listing all additional insureds are required. The endorsement for Excess/Umbrella Liability can be accomplished by the CONSULTANT's production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

## ATTACHMENT A

### B. All Insurance

- 1) Except as provided in paragraph 8.B.2 below, insurance carriers shall not be changed and coverages shall not be suspended, canceled, non-renewed, or reduced in coverage or in limits by either the CONSULTANT or by the insurer, except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given by the CONSULTANT or its insurer to the RTC. The CONSULTANT's insurance certificates shall state that 30-days written notice will be given by the insurer to the certificate holder if cancellation is to be before the expiration date set forth in the certificate.
- 2) Cancellation by the insurer for non-payment of premium requires that the insurer gives the CONSULTANT notice of cancellation ten (10) calendar days before the effective date of cancellation. The CONSULTANT shall notify the RTC immediately upon receipt of the notice.

### 9. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the RTC. The RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning the CONSULTANT and the insurance carrier. The RTC reserves the right to require that the CONSULTANT's insurer be licensed and an admitted insurer in the State of Nevada or on the Insurance Commissioner's approved but not admitted list.

### 10. VERIFICATION OF COVERAGE

The CONSULTANT shall furnish the RTC with copies of the certificates of insurance and copies of endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the RTC. All approved deductibles and self-insured retentions shall be shown on the certificate. All certificates and endorsements are to be addressed to the Engineering Department and be received and approved by the RTC before work commences. The CONSULTANT agrees that the RTC has the right to inspect CONSULTANT's and the Subs' insurance policies, or certified copies of the policies, at any reasonable time.

### 11. SUBCONSULTANTS & SUBCONTRACTORS

The CONSULTANT shall include all Subs as insureds under its policies **OR** it shall require its Subs to maintain separate liability coverages and limits per paragraphs 5 and 6 of this Agreement or the amount customarily carried by the Subs, whichever is **GREATER**. The CONSULTANT shall require its Subs to provide appropriate certificates and endorsements from their own insurance carriers naming the CONSULTANT and the Indemnitees (See paragraph 2.B above) as additional insureds.

## ATTACHMENT A

### 12. MISCELLANEOUS CONDITIONS

- A. Nothing herein contained shall be construed as limiting in any way the extent to which the CONSULTANT may be held responsible for payment of damages to persons or property resulting from its actions or the actions of any of its Subs in the performance of this Agreement.
  - B. In addition to any other remedies the RTC may have if the CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the RTC may, at its sole option:
    - 1) Order the CONSULTANT to stop work under this Agreement and/or withhold any payments which become due the CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the requirements hereof;
    - 2) Purchase such insurance to cover any risk for which the RTC may be liable through the operations of the CONSULTANT under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Terminate the Agreement.

