



**Reno-Tahoe International Airport  
(RNO)**

*arts*

AT THE AIRPORT  
RENO-TAHOE

**RFQ 24/25-10**

**Permanent Public Art at Reno-Tahoe  
International Airport (RNO) Loop Road**





# REQUEST FOR QUALIFICATIONS

## PERMANENT PUBLIC ART AT RENO-TAHOE INTERNATIONAL AIRPORT (RNO) LOOP ROAD

RFQ #24/25-10

DUE DATE/TIME: APRIL 7, 2025 @ 2:00 PM [PDT]

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## 1. OVERVIEW

### **Project:**

The Reno-Tahoe Airport Authority (RTAA) Arts at the Airport Program seeks to commission a professional visual artist, or artist team, to create site-specific sculptural artwork(s) to be placed along the Loop Road, on Reno-Tahoe International Airport (RNO) property. This artwork will be thematic, public-facing, and part of the permanent collection at the Airport.

**Call Type:** RFQ Public Art, Sculptural Artwork

**Location(s):** Four (4) elevator tower stairwells OR five (5) exterior canopies, Reno-Tahoe International Airport (RNO), Reno, Nevada

**Eligibility:** Local, Regional, National (refer to [Section 10, Eligibility](#) for full eligibility requirements)

**State:** Nevada

**Budget:** \$300,000

**Application Open:** February 25, 2025

**Entry Deadline:** April 7, 2025

**Contact Email:** [kmalone@renoairport.com](mailto:kmalone@renoairport.com)

**Site Details:** Refer to [Attachment C – Maps & Drawings](#) and [Attachment D – Site Photos](#)

**APPLICATION REQUIREMENTS** via Nevada Government eMarketplace (NGEM) website:

<https://nevada.ionwave.net/>

1. Register as a Supplier with NGEM.
2. All forms in [Attachment A – Artist Certifications](#) must be reviewed, filled out as required, signed as required, and uploaded to NGEM.

**APPLICATION REQUIREMENTS** via CallforEntry.org (CaFÉ):

[https://artist.callforentry.org/festivals\\_unique\\_info.php?ID=15037](https://artist.callforentry.org/festivals_unique_info.php?ID=15037)

1. Résumé/CV
2. Artist Statement/Bio
3. Letter of Interest
4. Portfolio images (maximum of 10), with descriptions
5. Three (3) professional references

## 2. INSTRUCTIONS

Please follow each step of the process. Incomplete Submittals will be deemed non-responsive and will not receive further consideration. See [Section 14, Preparation of the Submittal](#) and [Section 15, Submittal Requirements](#) for further details.

### **Step 1: Register as a Supplier with Nevada Government eMarketplace (NGEM)**

- a. Watch the “How to” video or download PDF instructions for step-by-step instructions: <https://www.renoairport.com/doing-business/solicitation-opportunities/>

### **Step 2: Upload application materials to CallforEntry.org (CaFÉ)**

[https://artist.callforentry.org/festivals\\_unique\\_info.php?ID=15037](https://artist.callforentry.org/festivals_unique_info.php?ID=15037)

- a. Create a free artist profile at <https://www.callforentry.org/> (CaFÉ). For assistance setting up your profile, visit <https://www.callforentry.org/artist-help-cafe/>.
  - i. CaFÉ is a website tool for artists to store images from their portfolio, biographical information, artist statements, etc. The website does not charge a fee for artists to store their information.



- Some Calls for Artists from other organizations may charge an application fee to artists, but RTAA will not charge artists a fee to respond to its Calls for Artists.
- ii. CaFÉ will assist the RTAA in managing the large number of artist submissions expected to be received in response to public art solicitations and in reviewing the submissions equitably.
  - iii. Adjust your notifications settings in CaFÉ to be notified of future Calls for Artists.

**Step 3: Verify all required documents have been filled out and signed as required, and uploaded to NGEM and CallforEntry.org**

- a. Refer to Section 15, Submittal Requirements for further details.

### 3. PURPOSE

The Reno-Tahoe Airport Authority (RTAA) has issued this Request for Qualifications (RFQ) with the sole purpose and intent of obtaining Submittals from qualified artists or teams (Respondent) to provide permanent artwork for the Reno-Tahoe International Airport (RNO) Loop Road project.

#### 1% for Art Resolution

By way of the RTAA's Board Resolution No. 552, the Board of Trustees has pledged a minimum of 1% of RTAA-funded design and construction costs for capital improvement projects in public spaces to be allocated for public art. These public art solicitations will be completed in partnership with local and regional art organizations through the Reno-Tahoe Airport Authority's Art Advisory Committee (Committee), utilizing their expertise for recruitment, selection, acquisition, installation, and maintenance of the permanent artwork.

As is more fully explained in Section 19, Selection & Award Process, an award, if made, will be made to the best overall Artist whose Submittal is most advantageous to the RTAA, taking into consideration the evaluation factors set forth in this RFQ. The RTAA reserves the right to not award an Agreement for any work herein; issuance of this RFQ does not guarantee any subsequent award. Furthermore, the RTAA reserves the right to hire any additional artists, consultants, or subject matter experts for specialty items, as needed, at its discretion. Additionally, the RTAA reserves the right to negotiate additional services and/or extend the duration of the Agreement with the selected Respondent(s), as the RTAA may deem necessary to fulfill the Project. If awarded, an Agreement will be effective on the date the Agreement is approved by the RTAA Board of Trustees, signed by all required parties, and filed with the Director of Contracts & Procurement.

### 4. RTAA BACKGROUND

The RTAA is a quasi-municipal corporation created by the Nevada State Legislature which began operation on July 1, 1978. The act creating the RTAA provides that it will serve a public use and will facilitate safe and convenient air travel and transport to and from the Reno-Tahoe area. The nine-member Board of Trustees that governs the RTAA is appointed by local public entities. The RTAA is an independent entity that is not part of any other unit of local government and does not use local property or sales tax revenue to fund its operation.

The RTAA owns and operates the Reno-Tahoe International Airport (RNO) and the Reno-Stead Airport (RTS). Together, the RTAA's airports are powerful economic engines that have an estimated \$3.6 billion annual economic impact on the local economy and generate over 24,000 jobs.



According to the latest available Federal Aviation Administration (FAA) statistics, RNO is the 68<sup>th</sup> busiest commercial passenger airport in the nation (FAA Calendar Year 2023 Preliminary Enplanement Data). RNO also has a vibrant general aviation community and is home to the Nevada Air National Guard. As defined by the FAA, RNO is a small hub Part 139 commercial service airport and serves over 4.5 million origination and destination (O&D) passengers annually. RNO is home to the following passenger air carriers: Alaska Airlines, American Airlines, Delta, Frontier, JetBlue, JSX, Southwest Airlines, Spirit Air, Sun Country Airlines, United, and Volaris. RNO also has substantial cargo activity with three major air cargo carriers: FedEx, DHL, and UPS.

As the gateway to Lake Tahoe and the entire region, RNO functions like a small city and it takes the dedication and service of more than 2,400 employees working for a variety of companies to make a positive first and last impression on passengers. RNO prides itself on a high level of customer service and convenience. Safety, cleanliness, friendly staff, three dog parks, and a “Paws 4 Passengers” therapy dog program are all part of the customer experience. RNO also offers a variety of local establishments, well-known national restaurants and brands, and 24-hour vending and gaming locations.

RTS, located approximately 14 miles north of RNO, is a general aviation reliever airport with over 5,000 acres and approximately 200 based aircraft. RTS has been the site of the National Championship Air Races, is an FAA Designated UAS test range, and was the birthplace of the Lear Fan – a revolution in airplane design. Additionally, RTS has worked tirelessly with the Bureau of Land Management (BLM) to develop an air tanker firefighting facility and is also the site of military operations.

The RTAA operates and does its financial reporting on a Fiscal Year (FY) basis that begins on July 1<sup>st</sup> of each year and ends on June 30<sup>th</sup> of the following year. For example, FY24/25 represents the period of July 1, 2024 to June 30, 2025. RTAA’s award-winning Annual Comprehensive Financial Reports have been recognized by the Government Finance Officers Association for over three decades. These awards go to the annual audits that meet the highest standards of public financial reporting and accounting principles as defined by the Governmental Accounting Standards Board. Additionally, the Distinguished Budget Presentation Award from the Government Finance Officers Association has been awarded for the past two decades for the RTAA’s annual budget document.

The background information provided in this section is intended only to give Prospective Respondents a brief familiarization with the RTAA and its airports. The information provided herein has been obtained from sources considered to be reliable. However, the RTAA and its Board of Trustees, officers, employees, agents, and contractors are not liable for the accuracy of the information or for its use by Respondents. Respondents must independently evaluate circumstances and conditions that may affect their response and their ability to provide the required services as detailed herein.

### **About Arts at the Airport**

An Airport Art Plan was passed in 2004 that set into motion a means of celebrating the region’s cultural heritage and offering an artistic experience to passengers, tenants, and employees. The Connector Collections Gallery at RNO was established a year later as an excellent rotating exhibit venue with high visibility. In 2013, it transitioned in name and location to the depARTures Gallery and continues to feature quarterly rotating exhibitions of all art forms from local and regional organizations and artist collectives. An annual Employee Art Show, sponsored by the National Arts Program, and a Burning Man-themed exhibit that aligns with the popular annual event, are also featured in the Gallery. In addition, RNO hosts



performing artists throughout the year and is the proud home of three permanent Douglas Van Howd sculptures.

Reno-Stead Airport displays a collection of unique art, including a museum-quality exhibit highlighting the airport's history as a WWII Army airbase, a donated Cassutt SLD 1A racing aircraft, and 60 official posters beginning in 1964, honoring each year of the National Championship Air Races.

On September 9, 2021, a pledge was made for a dynamic, robust, innovative, and interactive public art experience when the Board of Trustees passed Board Resolution No. 552. The Resolution highlights a commitment to funding public art (a minimum of 1% of RTAA-funded design and construction costs for capital improvement projects in public spaces) integrated into the architecture, interior, grounds, and travel experience at RNO and RTS. It promotes high standards and artistic excellence, suitable for a family audience and for the enjoyment of passengers, tenants, and employees, as well as the celebration of diversity and inclusion. Subsequently, on April 13, 2023, the Board of Trustees approved the RTAA's Public Art Master Plan, a collection of best practices informed by community engagement and guided by research and policy. The Master Plan merged the RTAA's rotating and performance art programs with the Board of Trustees' vision for the 1% initiative.

Since then, RNO's first public art commission was installed as part of the Ticketing Hall Expansion project. "Repeated Refrains," a 450' long collage of natural elements, landscapes, and maps that relate to the natural world of the Reno-Tahoe area, was completed by renowned public artist Dixie Friend Gay.

## 5. TRANSFORMING RNO - FUTURE CONSTRUCTION

RTAA is transforming the future travel experience at RNO with a multi-year program, MoreRNO. This construction program, the largest ever at the Airport, will bring passengers more of what they love. RNO will have more local restaurants, more shops, more space to park cars, more room to hug loved ones, more public art, and more architecture inspired by the Reno-Tahoe region. The following improvements will come at an estimated cost of \$1 billion and will take approximately 6-8 years to complete. The following dates reflect the year(s) estimated for completing construction.

### **Completed 2024: Ticketing Hall Expansion**

- Improved passenger wayfinding, queuing, circulation, and amenities.
- Built restrooms in the Ticketing Hall.
- Incorporated touchless travel technology.
- Commissioned permanent public artwork, "Repeated Refrains."

### **Completed 2024: Loop Road Improvements**

- Provided critical improvements associated with safety and security.
- Met full ADA requirements.
- Shade structures installed for weather protection.

### **Tentative Completion 2027: RTAA Headquarters & Police Station (HQ)**

- New multi-story building for police station and RTAA offices.

### **Tentative Completion 2028: ConRAC & Ground Transportation Center (GTC)**

- New multi-story building to improve customer experience for rental cars, parking, transportation network companies (rideshares), and taxis/cabs.



- Provide additional public parking facilities in close proximity to the terminal.
- Public/Private Partnership (third-party privately financed).
- RTAA retains concession and facility lease revenue.

### **Tentative Completion 2027-2029: Concourse Redevelopment**

- Improve experience for passengers, airlines, tenants, and airport employees.
- Increase revenue with more food and retail options.
- Renovations to accommodate a larger airport and improved operations.
- Improve technologies to help with airline scheduling and shared kiosks.

The RTAA recognizes the importance of arts and cultural expression in making the all-important first and last impressions on passengers and guests and provides multiple venues for artists and community art organizations seeking exposure for their work, collections, and performances. We strive to engage passengers, enrich the traveling experience, and reflect the culture of the region, while celebrating everyone's life experiences.

## **6. ABOUT THE PROJECT**

### **About Loop Road**

In 2024, the RTAA completed major upgrades to the Loop Road at RNO, ensuring a safer, more accessible, and smoother experience for all passengers. The project included significant infrastructure improvements to both the inner and outer travel lanes, adding new safety features, meeting ADA compliance standards, and providing a more comfortable drop-off and pick-up experience. The Loop Road improvements mark the second completed project in the ongoing multi-year MoreRNO Infrastructure Program.

For more information about the Loop Road improvements, visit:  
<https://www.renoairport.com/moreno/loop-road/>.

The project site for the Artwork can be viewed in more detail in **Attachment C – Maps & Drawings**.

### **Artwork Goals**

- Enliven the space, which is currently neutral.
- Create a welcoming moment for travelers and locals.
- Enhance the traveler experience.
- Enhance pedestrian areas.

### **The Artwork should...**

- Be placed in the most visible location for both pedestrians and drivers.
- Be a series of multi-location installations.
- Be durable for all weather conditions.
- Be low maintenance.
- Be appropriate for travelers and locals of all types.
- Comply with any applicable traffic safety regulations (i.e., not including green lights on a right-of-way)
- Comply with FAA regulations, as required.
- Incorporate the RTAA's Modern Mountain design theme and Exterior Improvements Concepts & Guidelines: <https://www.renoairport.com/doing-business/construction-design/>. The selected Respondent's artwork will be subject to the RTAA's design theme, concepts, and guidelines.

**The Artwork should NOT...**

- Interfere with Airport signage.
- Impact circulation or traveler needs along Loop Road.
- Compete with decision-making moments along Loop Road.
- Compete with or cover existing artwork elements (i.e., towers, sculptures, etc.).

**The Artwork could...**

- Have lighting or electrical components.
- Utilize existing structures as the base for art installation.







For more photos of the project site and drawings of the elevator towers and canopies, refer to **Attachment C – Maps & Drawings** and **Attachment D – Site Photos**.

### **Project Criteria & Limitations**

Reno-Tahoe International Airport (RNO) is open around the clock, 24 hours per day, 7 days per week. All airport/airline operations will continue throughout the construction period; therefore, artwork creation, execution, and installation times may be specific and limited. The selected Artist or team will be required to submit a mobilization plan designed to address the implementation of the final artwork.

## **7. PROJECT BUDGET**

The RTAA's Arts at the Airport program commission locations and budget are as follows:

### **Loop Road Artwork Location(s): Elevator Stairwells OR Exterior Canopies**

**Budget:** up to **\$300,000**, all inclusive

Budget includes, but is not limited to, semi-finalists' stipends, design fees, fabrication, supplies, material costs, meeting and administration hours, labor, artist fees, engineering fees, legal fees, storage fees, delivery/shipping fees, installation, insurance, taxes, permits, community engagement activities, any associated travel or per diem expenditures, any additional lighting, site preparation, and finishes, approval by a Nevada-licensed engineer, license, equipment rentals, documentation, usage, and licensing and shall constitute full and complete compensation for the Artwork.

## **8. SCOPE OF SERVICES**

The RTAA is soliciting Submittals from Respondents experienced in providing permanent outdoor artwork in public spaces that meet the qualifications to be commissioned for the Loop Road Public Art project.

Semi-finalists selected to move forward to the RFP stage will be required to create an artwork proposal that includes sketches, renderings, written artwork details, engineering details, a timeline, and budget breakdown. Artists or Artist Teams will present their proposals virtually to the RTAA Public Art Selection Committee.

The selected Respondent (Finalist) will be expected to sign a contract outlining details of the project, including design, fabrication, engineering, transport, and installation of the artwork on-site at RNO's Loop Road (Scope of Services). The selected Respondent will receive general direction from the RTAA's Public Art Consultant and be administratively responsible to the RTAA's Manager of Community Relations & Cultural Engagement.

Any reports, information, data, statistics, procedures, studies, or other forms of communication or information provided by the selected Respondent shall become the exclusive property of the RTAA.

Artists shall provide all equipment, personnel, and expert subconsultants needed to fulfill the requirements of the Scope of Services.

## **9. MINIMUM QUALIFICATIONS**

The RTAA, in its sole discretion, will determine if a Respondent is qualified and will base its decision on the information included in the Respondent's Submittal as well as on the RTAA's own investigations. The



RTAA has established the following minimum qualifications that the Prospective Artist should meet in order to be considered a qualified Respondent.

- a. Has a minimum of five (5) years' experience providing permanent artwork similar in scope and size described for this Project; and
- b. Has completed at least one (1) art commission (public or private) within the last five (5) years; and
- c. Has demonstrated quality of artistic design in alignment with the Scope of Services; and
- d. Has demonstrated experience working with stakeholders, architects, engineers, designers, and/or contractors; and
- e. Has demonstrated experience completing art installations within specified deadlines.

Preference will be given to Respondents who, in addition to the above minimum qualifications, have assigned staff with established longevity in providing the services identified in Section 8, Scope of Services as a cohesive, well-functioning team.

## 10. ELIGIBILITY

Professional visual artists, or artist teams, at least 18 years of age are eligible. Artists residing in the United States are eligible to submit. Demonstrated experience creating commissioned public art and working with diverse community stakeholders is desired.

Employees of the Reno-Tahoe Airport Authority (RTAA), the RTAA Board of Trustees, appointed RTAA Art Advisory Committee members, RTAA tenants or their employees, airline employees, airline affiliate partner employees (including any appointees thereof), and each of their respective consultants, contractors, employees, subcontractors, and immediate family members are ineligible to submit a response to this solicitation.

## 11. RFQ COMMUNICATIONS & INQUIRIES

Prospective Respondents must direct all communications regarding this RFQ to the RTAA's Contracts & Procurement Department.

**Katelyn Malone, Senior Buyer**  
**(775) 328-6673**  
[kmalone@renoairport.com](mailto:kmalone@renoairport.com)

All parties interested in this RFQ must use the Nevada Government eMarketplace (NGEM) website: <https://nevada.ionwave.net/> to access the solicitation documents. Prospective Respondents must register with the NGEM Supplier system to view and download the solicitation documents, as well as to receive notification of future solicitations. Supplier registration profiles will be shared with all NGEM-participating government entities. It is solely the Supplier's and each individual user's responsibility to ensure their information is always up to date in NGEM.

Prior to uploading a Submittal, it is the responsibility of all Prospective Respondents to monitor NGEM for any addenda or changing information. The RTAA will not be held responsible for the timeliness or completeness of information provided by any third-party bid listing or re-selling service.

Communications from Prospective Respondents must strictly adhere to the following requirements. Except for inquiries directed through the authorized representative identified above, the RTAA, through



its officers and employees, will neither meet nor otherwise communicate individually with Prospective Respondents. The RTAA may, at its sole discretion, disqualify any Respondent who fails to observe this requirement.

Beginning on the date this RFQ is issued and until the date the Agreement is awarded or the RFQ withdrawn, all persons or entities that respond to this RFQ, including their authorized employees, agents, representatives, proposed partners, subcontractors, joint ventures, members, or any of their lobbyists or attorneys (collectively, the Respondent), will refrain from any direct or indirect contact with any employee, officer, or agent of the RTAA (other than the authorized representative above), including the Board of Trustees, MoreRNO program and ATR personnel, or members of the Selection Committee. This policy is intended to create a level playing field for all Respondents, ensure that agreements and contracts are awarded in public, and protect the integrity of the selection process.

So long as this RFQ solicitation is not discussed, Respondents may continue to conduct ongoing business with the RTAA and discuss with RTAA staff matters and projects that are unrelated to this RFQ.

## 12. SCHEDULE

All dates below are subject to change. Should dates change, the RTAA will notify Prospective Respondents via written addendum issued via NGEM. The RTAA is not responsible for costs or losses incurred by any Respondent due to date changes.

A Submittal may be withdrawn by written notice, provided such notice is received prior to the due date and time set forth for Submittal opening. The RTAA reserves the right to hold Submittals for 120 calendar days from the date of the opening before awarding or rejecting said Submittals.

EVENT	DATE
RFQ Release via NGEM Website and CallforEntry.org (refer to <a href="#">Section 2, Instructions</a> )	February 25, 2025
Non-Mandatory Pre-Proposal Meeting	Wednesday, March 12, 2025 10:00 AM–11:30 AM [PDT]
Written Questions Due to RTAA	March 14, 2025
RTAA Written Responses to Questions via Addendum Posted to NGEM Website (refer to <a href="#">Section 11, RFQ Communications &amp; Inquiries</a> )	March 21, 2025
<b>Submittal Due Date &amp; Time / RFQ CLOSED</b>	<b>Monday, April 7, 2025 2:00 PM [PDT]</b>
Notification to Semi-Finalists	Mid-April 2025
RFP Phase for Semi-Finalists	Late April through early June 2025
RFP Pre-Proposal Info Session and Q&A for Semi-Finalists	Early May 2025
Proposal Presentations by Semi-Finalists (Virtual)	Early June 2025



EVENT	DATE
Issue Notice of Intent to Award to Finalist	June 2025
Agreement Negotiation & Legal Review	June 2025 through August 1, 2025
RTAA Board of Trustees Meeting/Award Consideration	August 14, 2025
Notice to Unsuccessful Respondents	August 14, 2025
Finalist’s Artwork Revisions/Approvals	Summer/Fall 2025
Artwork Fabrication	Summer 2025 through Summer 2026
Artwork Installation	July 2026

### 13. PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Meeting will be held on Wednesday, March 12, 2025, commencing promptly at 10:00 AM [PDT], via Zoom.

Watch on Zoom:

<https://us02web.zoom.us/j/86858675467?pwd=eP6FarYmJJAx3nWWbMVbckaSlxDdM2.1>

Dial in or listen only: +1 (719) 359-4580 or +1 (253) 205-0468

Meeting ID: 868 5867 5467 | Passcode: 423730

At the Pre-Proposal Meeting (Artist Info Session), RTAA staff will provide a brief overview of the Project expectations, submittal requirements, and timeline, followed by a question & answer session. The purpose of the Pre-Proposal Meeting is to allow an open forum for discussion with RTAA staff regarding the RFQ, with all Prospective Respondents having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be considered official nor become a part of the RFQ.

Respondents are not required to attend the Pre-Proposal Meeting; therefore, SOQs will not be contingent upon attendance at this meeting. However, it is highly recommended that Prospective Respondents attend, as this is the only opportunity to interface with RTAA staff while the solicitation is ongoing.

The Pre-Proposal Meeting will be recorded and the link to the Zoom recording will be posted to NGEM in an Addendum, to CallforEntry.org, and to the RTAA website.

### 14. PREPARATION OF THE SUBMITTAL

All attachments, special instructions, and terms and conditions of the RFQ must be carefully reviewed. Failure to do so may result in a Respondent’s Submittal being deemed non-responsive. Any discrepancies, irregularities, or lack of clarity in the RFQ should be brought to the attention of the RTAA Contracts & Procurement Department for correction or clarification prior to the deadline for submission of questions, as specified in Section 12, Schedule.



Any addenda issued shall become an integral part of the RFQ. Respondents shall be required to acknowledge receipt of any addenda by listing any issued addenda on the Acknowledgement of Receipt of Addenda form included in Attachment A – Artist Certifications, signing, and returning with their Submittal. In the spaces provided, a duly authorized representative of the Respondent shall sign the Submittal, and any addenda issued, in blue or black ink.

All Submittals shall be submitted in the form and manner indicated in this RFQ. Any Submittal that is not submitted in the form and manner indicated by this RFQ or that contains information, statements, conditions, or qualifications that place conditions or qualifications on the Submittal for purposes of making an award, or that alters any terms, conditions, specifications, or format that had not previously been approved by written addendum issued by the RTAA's Contracts & Procurement Department, or that does not meet legal requirements, may be declared a qualified, conditional, or non-responsive Submittal and may be rejected without further consideration. Any Submittal that does not fully respond to and comply with all the detailed terms, conditions, specifications, or any requests for information, including the execution of any resulting Agreement, may be declared non-responsive by the RTAA and rejected without further consideration. The RTAA shall not be responsible for errors or omissions of the Respondent.

The completed forms should be without interlineations, alterations, or erasures unless the signatory crosses out such errors, types or writes the correction(s) adjacent to the error, and initials the correction(s). Do not use whiteout.

## 15. SUBMITTAL REQUIREMENTS

Where applicable, Respondents shall submit required response forms as provided, with all items filled out, and with original signatures of all authorized persons required to sign, typed or written in blue or black ink. Responses shall be submitted on standard 8 ½" x 11" pages, using a minimum 11-point font, and be single-spaced formatted. Keep legibility in mind when making text size decisions.

All Submittals and accompanying documentation will become the property of the RTAA and will not be returned. See Section 29, Proprietary Information - Public Disclosure regarding matters of confidentiality.

Submittals are to address the items requested below in the order presented. Conformation with requirements and instructions, accuracy, completeness, legibility, and coherency of the Submittal will be taken into consideration in the evaluation process. Submittals must include the following:

### Register with NGEM

Refer to Section 2, Instructions and Section 11, RFQ Communications & Inquiries for instructions.

Complete each form in Attachment A – Artist Certifications and upload the entire package to NGEM <https://nevada.ionwave.net/>

1. Artist's Certification [A]
2. Artist's Certification [B]
3. Confidentiality & Certification of Indemnification
4. Disclosure of Ownership/Principals
5. Exceptions
6. Acknowledgement of Receipt of Addenda
7. Artist's Acknowledgement of Required Items Uploaded to CallforEntry.org



**Upload the following items to CallforEntry.org**

[https://artist.callforentry.org/festivals\\_unique\\_info.php?ID=15037](https://artist.callforentry.org/festivals_unique_info.php?ID=15037)

**1. Artist Statement/Team Bio**

- Introduce yourself and/or your team.

**2. Letter of Interest** [Page Limit: 1 page]

- Clearly describe your interest in the Project and how you/your team will be able to contribute to its success.
- Explain how your art practice is connected to Reno, Lake Tahoe, Burning Man, or airports.
- Articulate your interest and/or experience in public art design, fabrication, and/or project collaboration.
- Summarize your experience in developing and/or executing creative projects of this scope in the public realm at airports, in the Reno-Tahoe area (if applicable), public buildings, and beyond (i.e., site-specific art installations, interactive and participatory artwork, multi-media projects, creative placemaking events, festivals, etc.).

**3. Résumé/CV** [Page Limit: 1 page for each team member]

- Artist's Experience: List professional experience, including any commissions, residencies, touring, exhibitions, collaborations, and/or projects involving the community and work in the public sector.
- Education: List educational background and training.
- Experience working with organizations, institutions, and/or developers, locally and beyond.

**4. Portfolio Images, Video, Audio, or Multi-Media** [Limit: 10 artwork examples]

- A relevant body of work that demonstrates conceptual, aesthetic, and technical mastery in at least one (1) artistic medium. Attach a **total of ten (10) maximum** PDF pages, JPG images, or links to a single audio and/or video file.
- Include a description of each artwork with each uploaded portfolio image, and/or an image list, to include title, date/year, material(s), size, and budget.

**5. References**

- Three (3) professional references.
- Only the references' contact information is needed at this time; do not include letters of recommendation.

This is a solicitation for services based solely on qualifications; **do not submit pricing or Project-specific Proposals with your Submittal.** Only a short-list of Semi-Finalists will advance to the Request for Proposals (RFP) stage of the selection process.

**RFP Submission Materials** [Additional details, including more detailed Project site information, will be provided only to the selected Semi-Finalists at a later date. See [Section 12, Schedule.](#)]

- Introduction: About the Artist and Artist's team, fabricators, and any support staff (if Résumés/CVs have been updated since RFQ Submittal, please provide a revised copy).
- Project Budget Breakdown: To include Artist's fees, materials/supplies, fabrication, labor, equipment rentals, delivery, installation, etc.
- Project Timeline: Include milestones for supply ordering, fabrication phases, potential site visits, delivery, and installation.



- Artwork Proposal: Include drawings, sketches, renderings, maquettes, 3-D examples as visuals for the artwork, and a written description of the processes, materials, and vision for the Project.
- Maintenance Plan: Include an overall maintenance plan and an overview of durable materials used, including coordination with any landscaping, weather conditions, or cleaning schedules.

## 16. RECEIPT OF ADDENDA

All official clarifications or interpretations of the RFQ documents will be by written addenda issued by the RTAA's Contracts & Procurement Department. Verbal clarifications provided during the RFQ solicitation period will be considered unofficial. The RTAA shall not be held responsible for oral interpretations. Only written responses to written questions will be considered official and will be incorporated as part of the RFQ as an addendum. Written questions may be submitted directly to the authorized representative identified in Section 11, RFQ Communications & Inquiries or via the NGEM website. Written questions must be received no later than the date published in Section 12, Schedule. Additionally, all interested parties are responsible for monitoring the NGEM website to ensure receipt of any addenda associated with this RFQ. Respondents are solely responsible for checking the NGEM website for any addenda issued for this solicitation.

Respondents shall be required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt of Addenda form, found on page 8 of Attachment A – Artist Certifications, in blue or black ink and including in their Submittal. Failure to acknowledge all addenda may be reason for disqualification of the Submittal.

## 17. SUBMITTAL DEADLINE & LOCATION

Submittals shall be submitted no later than the date and time stated in Section 12, Schedule. Respondents are required to submit online via both NGEM and CallforEntry.org, per Section 15, Submittal Requirements. Respondents must upload documentation to each website per the requirements outlined in this solicitation. Oral, telephonic, faxed, mailed, hand delivered, or emailed Submittals are invalid and will not receive consideration. Additionally, Respondents must upload the required documentation to NGEM and the required documentation to CallforEntry.org for their Submittal to be considered responsive. Submittals will only receive consideration if they include an uploaded set of documentation from each website by no later than the Submittal due date and time.

Late SOQs will not be accepted and will be automatically disqualified from further consideration. No Submittal shall be considered if it has not been received by the RTAA Contracts & Procurement Department via online portal submission on or before the Submittal deadline.

Prospective Respondents must direct all questions and communication regarding this RFQ, including questions and assistance using NGEM, to the RTAA's Contracts & Procurement Department.

**Katelyn Malone, Senior Buyer**  
**(775) 328-6673**  
[kmalone@renoairport.com](mailto:kmalone@renoairport.com)



## 18. EVALUATION CRITERIA

The RTAA will evaluate Submittals based on the following criteria, exhibited below in no particular order:

EVALUATION CRITERIA
<p><b>RFQ Evaluation Criteria:</b></p> <p><b>Artistic Excellence:</b> Works of art in the Artist’s portfolio are original, innovative, and of exceptional quality and enduring value.</p> <p><b>Relevant Prior Experience:</b> Artist has created projects of a similar scale and budget and has experience coordinating with multiple stakeholders.</p> <p><b>Appropriateness to Site and Project:</b> Works of art in the Artist’s portfolio indicate that the Artist is likely to be sensitive to the social, economic, cultural, historical, and physical context of the site, either existing or planned.</p> <p><b>Low Maintenance &amp; Durable:</b> Works of art in the Artist’s portfolio utilize materials and processes likely to contribute to the longevity of public works of art, especially for projects that will be located outdoors, or the Artist is willing to adopt such practices by collaborating with a partner with relevant specialized expertise.</p>
<p><b>RFP Evaluation Criteria (Short-Listed Semi-Finalists only):</b></p> <p>Proposed artwork uniquely welcomes the traveling public into the RNO Loop Road environment, utilizing the RTAA’s Modern Mountain design theme found in the Exterior Improvements Concepts &amp; Guidelines.</p> <p>Demonstrated mastery of proposed materials, fabrication, and installation.</p> <p>Comprehensive feasibility of Proposal, demonstrated through timeline and budget.</p> <p>Low maintenance and high durability of artwork.</p> <p>Potential to work successfully with the Project design team and stakeholders.</p> <p>Ability to work within RTAA’s contract requirements.</p>

## 19. SELECTION & AWARD PROCESS

Each Submittal will be reviewed by the Contracts & Procurement Department to determine if the Submittal is responsive to the RFQ. Submittals deemed to be non-responsive may be rejected without being evaluated by the RTAA’s Selection Committee. A responsive Submittal is one which has been signed and submitted by the specified deadline, includes all completed and signed forms of **Attachment A – Artist Certifications**, has **NOT** submitted any pricing information, and has provided all the information to be submitted as required by this RFQ. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.





The RTAA's Selection Committee will be comprised of members of the RTAA's Art Advisory Committee, the RTAA's Project Team, art and airport professionals, and project stakeholders. The Selection Committee shall review each responsive Submittal and select the Respondents who, in the Selection Committee's sole discretion, are the most qualified to undertake the Scope of Services based on the evaluation criteria in [Section 18, Evaluation Criteria](#). In other words, Respondents determined to be the most qualified through the initial evaluation phase will be "short-listed" and invited to develop a Proposal as a Semi-Finalist. Site-specific Proposals are not requested in response to this RFQ.

Semi-Finalists will receive a \$2,500 honorarium to be used for the detailed design and presentation of a developed concept made specifically for the Project site. The selected Semi-Finalists will be required to attend an informational Q&A session where further information and communication about the Project site can be shared. Each Semi-Finalist will be scheduled to share their design and presentation with the RTAA's Selection Committee via Zoom meeting. No site visit will be required. Any relevant information pertaining to the date and time allotment for presentations, location, and questions shall be provided at a later time. The RTAA, at its discretion, may conduct additional interviews or reference checks to seek further clarification about the Artist or team. Evaluation of the short-listed Semi-Finalists will be based on a combination of reference checks and presentations. The decision as to the process, timing, and selection will be at the discretion of the RTAA.

Upon completion of all Semi-Finalist presentations, one (1) Artist or team will be commissioned to develop, fabricate, and install permanent artwork. Additional requirements will be outlined in the executed Agreement between the RTAA and the Artist. Respondents are expected to have the technical capabilities to design and install such projects, which includes the ability to manage subcontractors and provide instructions for maintaining the completed piece. The selected Respondent shall be expected to collaborate closely with RTAA's project design team, RTAA's Art Advisory Committee, and/or RTAA staff, and any other necessary parties to ensure the successful installation of the Project. Respondent shall provide all equipment, materials, personnel, and subcontractors needed to fulfill the requirements of this Scope of Services. The finished Project should require little or no regular maintenance.

The RTAA shall not be obligated to accept any Submittal or Proposal but will make an award in the best interests of the RTAA after all factors have been evaluated, per Nevada Revised Statutes (NRS) §332.065. The RTAA may request clarifications, if needed, and a Respondent may be required to submit to the RTAA additional or supplemental information to facilitate the selection process. A selection may be made based on the Submittal or Proposal and initial evaluation criteria alone.

The RTAA intends to select one (1) Artist (Finalist) who represents the most qualified Artist or team with the most responsive Proposal based on the evaluation criteria in [Section 18, Evaluation Criteria](#). The RTAA will begin the negotiation and award process with an Artist based on the evaluated scores. The successful Artist will be invited to enter negotiations with the RTAA once a Notice of Intent to Award has been issued. Should the RTAA be unable to negotiate a satisfactory Agreement with the Artist considered to be the most qualified, negotiations may terminate and the RTAA may begin negotiations with the second-most qualified Artist, and so on. Should the RTAA be unable to negotiate a satisfactory Agreement with any of the short-listed Semi-Finalists, the RTAA shall select additional Respondents in the order of their competence and qualification and continue negotiations in accordance with this section until an Agreement is reached or the RFQ is resolicited. Provided that the RTAA negotiates a satisfactory Agreement with the successful Artist, the final decision on the Agreement award is subject to the approval of the RTAA Board of Trustees.



Additionally, the RTAA reserves the right to negotiate all elements of any Agreement, terms and conditions, and/or Scope of Services as part of the negotiation process, prior to any formal authorization of the Agreement by the RTAA. If awarded an Agreement to provide these services, the Agreement will be effective on the date approved by the RTAA Board of Trustees, signed by all required parties, and filed with the Contracts & Procurement Department.

## 20. REJECTION OF SUBMITTALS & INCURRED COSTS

Submittals which appear unrealistic in terms of technical or personnel commitments, lack technical competence, or are indicative of failure to comprehend the complexity and demands of the Scope of Services, may be rejected. Additionally, a Submittal may be rejected if it is determined by the RTAA to be non-responsive, provided that the RTAA reserves the right to waive any irregularities or technicalities that it determines, in its sole discretion, to be minor in nature and in the best interest of the RTAA to waive. Further, any response may be rejected if it is determined by the RTAA that the Respondent failed to provide information requested relating to such determination. The RTAA reserves the right to reject any or all Submittals on any basis without disclosing the reason.

This RFQ does not obligate the RTAA to pay any costs incurred by the Respondent in the preparation and submission of their Submittal, or any subsequent interviews for short-listed Respondents. Furthermore, this RFQ does not obligate the RTAA to accept or contract for any expressed or implied services. No party may incur any chargeable costs prior to the execution of a negotiated Agreement.

## 21. APPEAL BY UNSUCCESSFUL RESPONDENTS

Prior to award by the RTAA, any unsuccessful Respondent may appeal a recommended award. Only those Respondents that submit a responsive Submittal may submit an appeal. The RTAA's determination that a Submittal is non-responsive is not subject to appeal or reconsideration.

The appellant must:

- a. Submit a written appeal to the RTAA's Director of Contracts & Procurement not later than ten (10) business days after the RTAA sends notice of non-selection to unsuccessful Respondents.
- b. The written Notice of Appeal must include a statement setting forth the specific reason(s) the person filing the notice believes the applicable provisions of law were violated.
- c. Post, with the written Appeal, a Bond with a good and solvent surety authorized to do business in the State of Nevada or submit another security, in a form approved by the RTAA, who shall hold the Bond or other security until a determination is made on the Appeal.
- d. Post the Bond or other security with the Notice of Appeal in an amount equal to \$30,000.

A Notice of Appeal filed in accordance with the provisions herein operates as a stay of action in relation to the award of any Agreement until a determination is made on the Appeal by the RTAA. A person who submits an unsuccessful Submittal may not seek any type of judicial intervention until the RTAA has made a determination on the Appeal and awarded the Agreement.

The RTAA is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Submittal, whether the person files a Notice of Appeal pursuant to this section or not. If an Appeal is granted, the full amount of the posted Bond will be returned to the appellant. If the Appeal is denied or not upheld, the RTAA may make a claim against the Bond or other security in an



amount equal to the expenses incurred by the RTAA because of the unsuccessful Appeal. Any money remaining after the claim has been satisfied will be returned to the appellant.

## 22. SUBSTITUTION OF ASSIGNED TEAM MEMBERS

The selected Finalist shall be required to obtain written approval from the RTAA for the substitution of an assigned team member as identified in the Submittal. The selected Finalist shall not request substitution of an assigned team member as identified in the Submittal unless the assigned team member whose résumé was submitted as part of the Submittal is no longer employed by the Finalist or is unavailable for medical reasons.

## 23. BOYCOTT OF ISRAEL

The RTAA is prohibited from entering a contract with an entity unless the contract includes a written certification that the entity is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel. The contract and any subcontracts that result from this solicitation hereby acknowledge this confirmation through execution of any resulting contract.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with, or performing any other action that is intended to limit commercial relations with a) Israel, or b) a person or entity doing business in Israel or in the territories controlled by Israel, if such an action is taken in a manner that discriminates based on nationality, national origin, or religion.

Each contract and subcontract(s) must include the following written certification, signed by a duly authorized representative: *“[Entity name] and each and every subcontractor hereby certifies that, through the execution of this contract, [Entity name] and/or subcontractor is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.”*

## 24. REQUIRED AGREEMENT PROVISIONS

There are specific Agreement provisions that are required by the Federal Aviation Administration (FAA) pursuant to *“Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects”* as issued by the FAA on May 24, 2023. The selected Artist (including all subconsultants and/or subcontractors) shall be required to incorporate any mandatory text of the provisions, without change, except where specific adaptive input is necessary (e.g., the Artist’s name), in each primary and lower-tier Agreement (e.g., subcontract), purchase order, rental agreement, and any other agreement for supplies or services, as well as incorporate discretionary text on certain applicable provisions. The applicable provisions will be provided to the Finalist during negotiations and are dependent upon the Submittal and the resulting negotiations. The selected Artist will be responsible for compliance with these provisions by any subcontractor, subconsultant, lower-tier subconsultant, or service provider.

## 25. COMPLIANCE WITH LAWS & REGULATIONS

The Respondent ultimately awarded an Agreement shall comply with Federal, State, and local laws, statutes, and ordinances relative to the execution of the work.

## 26. CONFLICTS OF INTEREST

Respondent shall note all relationships that might be a conflict of interest and shall include such information with their Submittal. For further reference, see also NRS §281A.400, NRS §332.800, and NRS



§338.1423. Additionally, review Article 7.1–Interest of Artist of **Attachment B – Sample Professional Services Agreement**.

## 27. NON-COLLUSION

Through submittal and signature of a Submittal, the Respondent swears that the document is genuine and not a sham or collusive and not made in the interest of any person not named, and that the Respondent has not induced or solicited others to submit a sham offer, or to refrain from proposing.

## 28. INSURANCE REQUIREMENTS

The Finalist awarded an Agreement shall maintain insurance that is adequate to protect the Artist’s business against all applicable risks, as set forth in **Attachment B – Professional Services Agreement**. The document specifies the minimum insurance requirements as established by the RTAA for the services described in this RFQ and shall be incorporated and made a part of any resulting Agreement. The cost of any required insurance coverage shall be borne by the Artist. Please review all insurance requirements prior to submitting.

## 29. PROPRIETARY INFORMATION - PUBLIC DISCLOSURE

All documents submitted as part of the Submittal will be deemed confidential during the selection process. Submittals will not be available for review by anyone other than the Selection Committee, or its designated agents, prior to award of the Agreement. Further, negotiations with the Artist recommended for award shall be confidential and not subject to disclosure to competing Semi-Finalists or Respondents unless and until award of the Agreement has been recommended, or unless required to do so by law (refer to NRS §332.061).

However, as a potential vendor with a public entity, Respondents are advised that full disclosure is required by law. Under Nevada State law, the RTAA cannot prevent the disclosure of public documents. By execution of the signature pages, as further referenced in **Attachment A – Artist Certifications**, the Respondent warrants and represents that all public information in response to this RFQ may be fully disclosed by the RTAA without liability, without prior notice to the Respondent, and without prior consent from the Respondent or any of the Respondent’s subconsultants, once the Respondent has been recommended for the award of an Agreement.

Respondents acknowledge that all documents (including, but not limited to written, printed, graphic, electronic, photographic, or voicemail materials and/or transcriptions, recordings, or reproductions thereof) submitted in response to this RFQ and not marked as “Confidential” will become public record upon award of Agreement, and will be subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. Respondents’ failure to clearly mark trade secrets and/or proprietary information as “Confidential” shall constitute a complete waiver of all claims for damages caused by the release of the information by the RTAA.

Respondents may designate certain information deemed to be confidential in its Submittal. Nevada law, as set forth in NRS §332.025, defines “proprietary information” as:

- a. Any trade secret or confidential business information that is contained in a proposal submitted to a governing body or its authorized representative on a particular contract; or



- b. Any other trade secret or confidential business information submitted to a governing body or its authorized representative by a consultant and designated as proprietary by the governing body or its authorized representative.

As used in this subsection, “confidential business information” means any information relating to the amount or source of any income, profits, losses, or expenditures of a person, including data relating to the customers of a Respondent which is submitted in support of a Submittal.

Further, parts of the Submittal may be labeled a “trade secret,” as set forth in NRS §600A.030(5), which defines “trade secret” as:

- a. Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction, or code that:
  - i. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use; and
  - ii. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- b. Does not include any information that a manufacturer is required to report pursuant to NRS 439B.635 or 439B.640, information that a pharmaceutical sales representative is required to report pursuant to NRS 439B.660, information that a pharmacy benefit manager is required to report pursuant to NRS 439B.645, or information that a wholesaler is required to report pursuant to NRS 439B.642, to the extent that such information is required to be disclosed by those sections.

Respondent must clearly identify in its Submittal any information that it believes constitutes proprietary information or trade secret within the above definitions. Each page or section of a Submittal claimed to be exempt from disclosure must be identified and must be clearly identified by the word “Confidential” printed on the lower righthand corner of the page. **Marking the entire Submittal exempt from disclosure or as “Confidential” will not be honored. Not conforming to these requirements may cause the Respondent’s Submittal to be deemed non-compliant and rejected by the RTAA as non-responsive.**

Respondent must be reasonable and in compliance with Nevada State law in designating information as Confidential. It is the Respondent’s responsibility to act in protection of the labeled information and agrees to defend and indemnify the RTAA for honoring such designation.

### 30. INTEGRATION

This document and all associated attachments incorporated herein constitute the entire RFQ.

- Attachment A – Artist Certifications**
- Attachment B – Sample Professional Services Agreement**
- Attachment C – Maps & Drawings**
- Attachment D – Site Photos**

ADDITIONAL PAGES FOLLOW IN THE FORM OF ATTACHMENTS AND EXHIBITS.



## ATTACHMENT A ARTIST CERTIFICATIONS

**Respondent must fill out ALL forms and submit entire package as directed.**

1.  Artist's Certification [A]
2.  Artist's Certification [B]
3.  Confidentiality & Certification of Indemnification
4.  Disclosure of Ownership/Principals
5.  Exceptions
6.  Acknowledgement of Receipt of Addenda
7.  Artist's Acknowledgement of Required Items Uploaded to CallforEntry.org



**1. ARTIST'S CERTIFICATION [A]**

The Entity listed below has carefully examined the Reno-Tahoe Airport Authority's **RFQ #24/25-10** that includes Scope of Services, requirements for submission, general information, and the evaluation and award process.

The Entity hereby proposes to provide the services requested in this solicitation. The Entity agrees that the RTAA's terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the response and agrees to abide by all conditions of this document.

The authorized representative listed below hereby certifies that all information contained in the response is truthful to the best of their knowledge and belief. As a representative of the Entity, they further certify that they are duly authorized to submit this response on behalf of the Entity as its agent and that the Entity is ready, willing, and able to perform if awarded an Agreement.

The authorized representative further certifies that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person or entity submitting a response for the same service, nor with an officer, employee, or agent of the RTAA or any other entity who is interested in said Agreement, and that the undersigned executed this Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The authorized representative further certifies that this Entity can obtain and fulfill the insurance requirements of this RFQ. In compliance with this RFQ and subject to all the terms and conditions thereof, the undersigned offers and agrees that this response is accepted to furnish all services described herein at a price to be negotiated.

Entity Name _____	Signature _____
Address _____	Print Name _____
City _____	Title _____
State _____ Zip Code _____	Date _____
Telephone _____	
Email _____	
Federal Tax ID # _____	

**RFQ Disclosure:** How were you first made aware of this solicitation opportunity?

<input type="checkbox"/> RTAA website	<input type="checkbox"/> RGJ Legal Ad (newspaper)	<input type="checkbox"/> Other
<input type="checkbox"/> NGEM website	<input type="checkbox"/> Call for Entry (CaFÉ)	

**Minority Status:** Has the Entity been certified as a minority-owned, woman-owned, or disadvantaged business enterprise (DBE) by any government agency? YES  NO  If yes, please specify the government agency and date of certification: \_\_\_\_\_

*The above question is for information only. The RTAA encourages minority business participation; however, no preferences shall be given.*



## 2. ARTIST'S CERTIFICATION [B]

Respondent must select the appropriate box for each question. Respondent must not leave any item unanswered.

- 1)  YES  NO Has the Respondent breached any contracts with a public agency or person in the State of Nevada or any other state during the five (5) years immediately preceding the date of this RFQ?
- 2)  YES  NO Has the Respondent been disqualified from being awarded a contract by any governing body in the State of Nevada?
- 3)  YES  NO Has the Respondent been convicted of a violation for discrimination in employment during the two (2) years immediately preceding the date of this RFQ?
- 4)  YES  NO Has the Respondent, during the five (5) years immediately preceding the date of this RFQ, filed as a debtor under the provisions of the United States Bankruptcy Code?
- 5)  YES  NO Has the Respondent, during the five (5) years immediately preceding the date of this RFQ, as a result of causes within the control of the Respondent or a subcontractor or supplier of the Respondent, failed to perform any contract:
  - a. In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative; or
  - b. Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative; or
  - c. For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative?

If the Respondent has affirmatively checked "YES" to any of the above questions, please provide additional information for each item marked "YES." Attach additional sheet(s) if necessary.

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\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date





### 3. CONFIDENTIALITY & CERTIFICATION OF INDEMNIFICATION

Submittals which are marked “Confidential” in their entirety, or those in which a significant portion of the Submittal is marked “Confidential” **will not** be accepted by the RTAA. Only items that qualify as “proprietary information,” as defined in NRS §332.025, or “trade secret,” as defined in NRS §600A.030(5), may be labeled as “Confidential.” All Submittals are confidential until the Agreement is recommended for award, at which time, both successful and unsuccessful Respondents’ Submittals become public information.

The RTAA will not be responsible for any information contained within the Submittal. Should a Respondent not comply with the labeling requirements, its Submittal will be released as submitted.

By signing below, I understand it is my responsibility as the Respondent to act in protection of the labeled information and agree to defend and indemnify the RTAA for honoring such designation. I duly realize that failure to so act will constitute a complete waiver, and all submitted information will become public information. Additionally, failure to label any information as “Confidential” that is released by the RTAA shall constitute a complete waiver of all claims for damages caused by the release of the information.

By signing below, I understand that marking the entire Submittal exempt from disclosure or as “Confidential” will not be honored. Not conforming to these requirements may cause the Submittal to be deemed non-compliant and rejected by the RTAA as non-responsive. I understand that the term “Confidential” does not include the amount of an Agreement negotiated with the RTAA.

***Please initial the appropriate response in the boxes below. Provide the justification for confidential status and include reference to appropriate page(s).***

Confidential Business Information			
YES		NO	
Justification for Confidential Status			



**CONFIDENTIALITY & CERTIFICATION OF INDEMNIFICATION (continued)**

Confidential Trade Secret			
YES		NO	
Justification for Confidential Status			

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date





## 5. EXCEPTIONS

**EXCEPTIONS:** Although only the selected Finalist will enter into negotiations with the RTAA, at this time, does the Respondent take any exception to any of the terms or conditions of this RFQ and attachments hereto? YES  NO

If yes, in order for us to understand, please indicate the specific nature of the exception(s) or clarification(s) in the space provided below. Attach additional sheet(s) if necessary.

List any exceptions here:



**6. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Respondent must acknowledge receipt of all addenda posted to the Nevada Government eMarketplace (NGEM) website: <https://nevada.ionwave.net/>. Attach additional sheet(s) if necessary. If there have been no addenda posted to NGEM, please mark "N/A."

It is solely the Respondent's responsibility to check the NGEM website for addenda issued for this RFQ.

Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

This Submittal is presented to the Reno-Tahoe Airport Authority by:

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature (black or blue ink): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**7. ARTIST'S ACKNOWLEDGEMENT OF REQUIRED ITEMS UPLOADED TO CALLFORENTRY.ORG**

By signing below, Respondent certifies that they have read and understood the instructions contained herein for submitting in response to this RFQ.

Respondent acknowledges that they have uploaded the required items outlined in Section 15, Submittal Requirements to CallforEntry.org (CaFÉ). In addition to uploading those items to CaFÉ, Respondent acknowledges that Attachment A – Artist's Certifications #1-7 have been uploaded to NGEM. This will constitute their entire and complete Submittal.

Respondent acknowledges that if their Submittal does not include both a) the complete NGEM submission required, and b) the complete CaFÉ submission required, their Submittal may be deemed non-responsive and will not receive further consideration.

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



**ATTACHMENT B**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**



# Professional Services Agreement

This Agreement, entered into as of this [ ] day of [ ], 2025, by and between:

**RENO-TAHOE AIRPORT AUTHORITY**  
P. O. Box 12490  
Reno, Nevada 89510

hereinafter referred to  
as the **RTAA**

AND

**ARTIST**  
Address  
Address

hereinafter referred to  
as the **ARTIST**

FOR THE PURPOSE OF providing the following services and artwork:

**PERMANENT ARTWORK(S), RNO LOOP ROAD  
AT THE RENO-TAHOE INTERNATIONAL AIRPORT**  
hereinafter referred to as the “**ARTWORK**”

THE PARTIES DO HEREBY, mutually agree as follows:

## ARTICLE 1 – ARTIST’S SERVICES AND RESPONSIBILITIES

### 1.1 Engagement of the Artist

The RTAA hereby agrees to engage the Artist to perform the technical and professional services necessary to produce the commissioned artwork (Artwork) and to install the Artwork as part of the Project subject to the terms and conditions of the Scope of Work to be mutually agreed to by the parties (Services).

### 1.2 Scope of Work

The Artist shall do, perform, and carry out the Services and produce the Artwork as more fully outlined in Exhibit A – Scope of Services and subject to the Request for Qualifications (RFQ) #24/25-10 which is incorporated in the Scope of Services by reference hereto.

### 1.3 Permits and Fees

The Artist shall be responsible for obtaining all necessary permits for the Project as may be required by any governing authority at the Artist’s expense. The cost of the permit fees is included in the compensation payable to the Artist. RTAA’s fees for permits, if any, shall be waived.





#### 1.4 **Notice to Proceed**

The Artist shall provide to RTAA evidence of licensing, permits, and insurance in a form satisfactory to RTAA. The RTAA's Contracts & Procurement Department shall cause issuance of a written Notice to Proceed upon satisfactory evidence that all licensing, permits, and insurance requirements have been met. Any work performed by Artist prior to the issuance of the Notice to Proceed shall be at Artist's own risk. The RTAA shall not be liable for claims for fees based on Services performed or any other claim related to the Project until the official Notice to Proceed has been issued.

#### 1.5 **Time of Performance**

The Artwork shall be completed and installed by no later than **[Insert date(s)]**. For detailed project timeline, refer to **Exhibit A – Scope of Services**.

#### 1.6 **Responsibility of the Artist**

(a) RTAA has contracted with the Artist for the Project and RTAA has relied upon Artist's knowledge and skills in completing the Project and providing the Services. Artist shall be responsible for the professional quality, technical accuracy, and the coordination of all work associated with the Project provided by the Artist or its subcontractors under this Agreement.

(b) The Artist agrees that an essential element of this Agreement is the skill and creativity of the Artist. The Artist shall not assign the creative or artistic portions of the Artwork to another party without express advanced written approval of RTAA. Failure to conform to this provision may be cause for termination of this Agreement, at the sole discretion of the RTAA.

(c) The Artist shall be responsible for providing the Services described in the Scope of Work including, but not limited to, the quality and timely completion of the services. The Artist shall be responsible for designing the Artwork so it can be installed without exceeding the approved overall budget for the Project. The Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Artwork.

(d) Artist agrees to complete a closing packet and provide maintenance information, if applicable, with a description of materials, processes, and products used in the Artwork and the required care and upkeep involved, including any recommended procedures in the event of necessary conservation.

(e) Artist shall comply with the following provisions:

1. The Artist shall, if and when working on the RTAA's property, remain onsite throughout the duration of installation, understand the location of installation is in a non-stop business and maintain the work area in a safe condition and conduct such cleanup as may be reasonably requested by the RTAA. At the close out of the



Artist's work, the Artist shall remove equipment and excess materials promptly and as requested by the RTAA.

2. The Artist shall complete the fabrication and installation of the Artwork in substantial conformity with the approved final design.
3. The Artist shall provide the RTAA with opportunities to review the Artwork in progress, including an initial inspection of the working drawings for the proposed Artwork and final inspection of the Artwork following installation.
4. The Artist shall return for the unveiling of the Project.

### **1.7 Quality Standards**

It is expressly understood and agreed that all materials provided and/or work done by the Artist shall be subject to inspection and acceptance by the RTAA at its discretion, and that any progress inspections and approval by the RTAA of any item or work shall not forfeit the right of the RTAA to require the correction of faulty workmanship or material at any time during the course of the Project, even if such workmanship or material has been previously approved. Nothing herein contained shall relieve the Artist of the responsibility for proper construction and maintenance of the Artwork, materials and equipment required under the terms of this Agreement until all work on the Artwork has been completed and accepted by the RTAA.

### **1.8 Responsibility of the RTAA**

The RTAA shall cooperate with the Artist by making a diligent effort to provide items reasonably necessary for the Artist to be able to provide its services, including:

- (a) Arranging for access so the Artist may enter upon property controlled by the RTAA, as required, for Artist to perform services under this Agreement.
- (b) Providing prompt written notice to Artist whenever the RTAA observes or otherwise becomes aware of any developments that may affect the scope or timing of the Artist's services.
- (c) Arranging appointments, meetings, and/or consultations with the RTAA and RTAA Engineering and Design/Construction teams, and others as needed for the Artist to fulfill his/her obligations under this Agreement.
- (d) Review materials and installation proposals, and provide approval, as needed, in a timely manner.

### **1.9 Licenses**

The Artist and all subcontractors shall be required to obtain appropriate State and City Business licenses prior to performance of the Services in connection with the Project. It is



the responsibility of the Artist and subcontractors to determine applicability of licensing requirements.

Business License(s) Number, Effective Dates, and Jurisdiction:

State of Nevada: [license number] expires [date]

City of Reno: [license number] expires [date]

## ARTICLE 2 – COMPENSATION AND METHOD OF PAYMENT

### 2.1 Compensation

It is expressly understood and agreed that the total compensation to be paid to the Artist for the Artwork under this Agreement shall be a fixed fee, not to exceed, in the amount of [Insert written and numerical amount] US Dollars.

Payment installments will correspond with the schedule and milestones set forth in Exhibit A – Scope of Services.

The above not-to-exceed sum includes all expenses, including, but not limited to, design fees, fabrication, supplies, material costs, meeting and administration hours, labor, artist fees, engineering fees, legal fees, storage fees, delivery/shipping fees, installation, insurance, taxes, permits, community engagement activities, any associated travel or per diem expenditures, any additional lighting, site preparation, and finishes, approval by a Nevada-licensed engineer, license, equipment rentals, documentation, usage, and licensing and shall constitute full and complete compensation for the Artwork.

### 2.2 Taxes

The RTAA is exempt from State, City, and County Sales Taxes per Nevada Revised Statute (NRS) §372.325. The RTAA will furnish Exemption Certificates for Federal Excise Tax when applicable. The Artist shall pay all taxes, levies, duties, and assessments of every nature, which may be applicable to any work or materials under this Agreement. The Compensation, and any agreed variations thereof, shall include all taxes imposed by law. The Artist shall make any and all payroll deductions required by law. The Artist herein indemnifies and holds the RTAA harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

### 2.3 Method of Payment

The RTAA shall pay to the Artist no more than the amounts set out in Article 2.1 above. Payments may be made at monthly intervals subject to receipt of invoices from the Artist specifying that he/she has performed the Work and is entitled to the amount requisitioned under the terms of this Agreement.

### 2.4 Artist's Responsibilities for Compensation

The Artist shall prepare at each stage of completion invoices and progress reports that clearly indicate the progress to date and the amount of compensation due by virtue of



that progress. All invoices shall be for Services completed, with the exception of the first payment which is due at signing the contract unless otherwise agreed to by the RTAA in writing.

The Artist shall maintain time and expense records showing all work performed and materials supplied pursuant to the Scope of Services. Artist shall submit to the RTAA its invoice(s) for the Services for which payment is sought. Each invoice shall contain a brief description of the hours and type of work performed, the fee being charged in accordance with the Scope of Services, and any supplies or materials provided.

## **2.5 Access to Records and Reports**

The RTAA, at any time, may cause an audit of the Artist's books of accounts and financial records associated with the scope of this Project to be made by an employee or a representative of the RTAA. The books of accounts and records include the complete general ledger and any source documents or recordings that support the general ledger, including calculations, authorizations, attestations, warrants, affidavits, or other evidence of business transactions between the RTAA and the Artist. Such books of accounts and records shall be made available to the RTAA upon demand. Failure to provide the RTAA with adequate books of accounts and records may be deemed by the RTAA to be a breach of the Agreement. Incomplete or incorrect entries, if not corrected by the Artist, in such books and records shall be grounds for disallowance by the RTAA of any fees or expenses based upon such entries.

All books of accounts and records are to be made available to the RTAA in electronic format for a period of three (3) years following the completion of the Agreement. If such books of accounts and records are not available in the greater Reno/Sparks area, then the Artist shall pay the expenses of the RTAA representative to travel to the location of the books and records.

## **2.6 RTAA's Responsibilities for Compensation**

The RTAA agrees to pay the Artist's invoices net thirty (30) days from the date of receipt of the invoice from the Artist. It is expressly understood that the RTAA has the right to withhold payment on any invoice if the Artist has not performed the requisitioned Services in a satisfactory manner. If the RTAA does decide to withhold payments to the Artist for any reason, the RTAA will provide written notifications and an explanation to the Artist within ten (10) days of the date of the invoice.

## **2.7 Prompt Payment**

The Artist agrees to pay each subconsultant and subcontractor under this Agreement for satisfactory performance of its Agreement no later than ten (10) days from the receipt of each payment the Artist receives from the RTAA. The Artist agrees further to return retainage payments to each subconsultant or subcontractor within ten (10) days after the subconsultant's or subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for



good cause following written approval from the RTAA. This clause also applies to both Disadvantaged Business Enterprise (DBE) and non-DBE sub-consultants and subcontractors.

### **ARTICLE 3 – CHANGES TO THE SCOPE OF SERVICES**

The RTAA may, at any time, and by written amendment, make changes in the Scope of Services to be performed under this Agreement. If such changes cause an increase or decrease in the Artist's cost or time required for performance of the Services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly through an amendment process. Any claim of the Artist for adjustment under this clause must be submitted in writing within thirty (30) days from the date or receipt by the Artist of the notification of change. All changes to the Scope of Work shall be submitted on "Amendment to Agreement" form as provided by RTAA and signed by both parties.

Only after the RTAA's Director of Contracts & Procurement has been notified in writing, and written authorization in the form of an approved Purchase Order and/or an Amendment to Agreement from the RTAA may a change in scope be considered as authorization to proceed. Without such notification in writing, and approved Purchase Order and/or Amendment to Agreement, the RTAA is not responsible to pay Artist any additional compensation whatsoever.

### **ARTICLE 4 – BREACH OF AGREEMENT TERMS**

Any violation or breach of terms of this Agreement on the part of the Artist or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement.

RTAA will provide Artist written notice that describes the nature of the breach and corrective actions the Artist must undertake in order to avoid termination of the Agreement. RTAA reserves the right to withhold payments to Artist until such time the Artist corrects the breach or the RTAA elects to terminate the Agreement. The RTAA's notice will identify a specific date by which the Artist must correct the breach. RTAA may proceed with termination of the Agreement if the Artist fails to correct the breach by the deadline indicated in the RTAA's notice.

The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

### **ARTICLE 5 – SUSPENSION OF WORK**

The RTAA may order the Artist, in writing, to suspend all or any part of the Services for such period of time as the RTAA may determine to be appropriate for the convenience of the RTAA.



If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the RTAA in the administration of this Agreement, or by its failure to act within the time specified in the Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and the Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent: (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Artist; or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

## **ARTICLE 6 – TERMINATION OF THE AGREEMENT**

### **6.1 Termination of the Agreement for Convenience**

The RTAA may, by thirty (30) days' written notice to the Artist, terminate this Agreement for its convenience and without cause or default on the part of Artist. Upon receipt of the notice of termination, except as explicitly directed by the RTAA, the Artist must immediately discontinue all Services affected.

Upon termination of the Agreement, the Artist must deliver to the RTAA all data, drawings, specifications, reports, photographs, estimates, summaries, and other documents and materials prepared by the Artist under this Agreement, whether complete or partially complete.

The RTAA agrees to make just and equitable compensation to the Artist for satisfactory work completed up through the date the Artist receives the termination notice. Compensation will not include anticipated profit on non-performed Services.

The RTAA further agrees to hold Artist harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **6.2 Termination of the Agreement for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the Artwork and the Project per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days' advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- (a) Termination by the RTAA: The RTAA may terminate this Agreement in whole or in part, for the failure of the Artist to:



1. Perform the Services and complete the Artwork within the time specified in this Agreement or by RTAA approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Artwork; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Artwork.

Upon receipt of the notice of termination, the Artist must immediately discontinue all Services affected unless the notice directs otherwise. Upon termination of the Agreement, the Artist must deliver to the RTAA all data, drawings, specifications, reports, photographs, estimates, summaries, and other documents and materials prepared by the Artist under this Agreement, whether complete or partially complete.

The RTAA agrees to make just and equitable compensation to the Artist for satisfactory work completed up through the date the Artist receives the termination notice. Artist will not include anticipated profit on non-performed Work.

The RTAA further agrees to hold Artist harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the RTAA determines the Artist was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the RTAA issued the termination for the convenience of the RTAA.

(b) Termination by Artist: The Artist may terminate this Agreement in whole or in part, if the RTAA:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Artist in accordance with the terms of this Agreement;
3. Suspends the Project for more than one hundred twenty (120) days due to reasons beyond the control of the Artist.

Upon receipt of a notice of termination from the Artist, the RTAA agrees to cooperate with Artist for the purpose of terminating the Agreement or portion thereof, by mutual consent. If the RTAA and Artist cannot reach mutual agreement on the termination settlement, the Artist may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the RTAA's breach of the Agreement.

In the event of termination due to RTAA breach, the Artist is entitled to invoice the RTAA and to receive full payment for all Services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Artist through the effective date of termination action. The RTAA agrees to hold Artist harmless for errors



or omissions in documents that are incomplete as a result of the termination action under this clause.

## **ARTICLE 7 – INTERESTS AND BENEFITS**

### **7.1 Interest of Artist**

The Artist covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The Artist further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

### **7.2 Interest of Members of RTAA and Others**

No officer, employee, or agent of the RTAA and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the Services to be performed under this Agreement, shall participate in any decision relating to the Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

## **ARTICLE 8 – ASSIGNABILITY**

The Artist shall not assign any interest in this Agreement or the Artwork, and shall not transfer any interest in the same, without the prior written consent of the RTAA thereto provided, however, claims for money due or to become due to the Artist from the RTAA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RTAA.

## **ARTICLE 9 – INDEMNIFICATION, INSURANCE, AND LIABILITY**

### **9.1 Indemnification**

Artist shall defend, indemnify, and hold harmless the RTAA, its Trustees, officers, agents, and employees from and against any and all liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorneys' fees, court costs, and expert fees that are caused by (i) the negligence, errors, omissions, recklessness, or intentional misconduct of the Artist or the employees, contractors, subcontractors, or agents of the Artist in the performance of this Agreement or (ii) violation of applicable law. The RTAA shall give the Artist reasonable notice of any such claims or actions. The Artist shall also use counsel reasonably acceptable to the RTAA in carrying out its obligations. Any final judgment rendered against the RTAA for any cause for which the Artist is liable hereunder shall be conclusive against the Artist as to liability and amount, where the time for appeal therefrom has expired. This Indemnity requirement shall survive the expiration or early termination of this Agreement. Acceptance of the Artist's Work by the RTAA shall not operate as a waiver of the rights granted the RTAA herein.





## 9.2 Insurance

Artist shall procure at Artist's expense and always keep in effect during the term of this Agreement until the completion of the Work hereunder, or until early termination of this Agreement, whichever occurs first, the forms of insurance set forth in Exhibit C – Insurance Requirements.

It is the Artist's responsibility to familiarize itself with the coverage described herein.

Immediate notification must be given to the RTAA and/or its agent upon receiving any knowledge or notification of any claim or litigation on which the RTAA may be named.

## 9.3 Liability

The RTAA will not be liable to the Artist for any damages caused by the RTAA's exercise of the rights granted herein to the Artwork. In no event shall the RTAA be liable to Artist or any third party for any incidental, special, punitive, consequential, or other indirect damages or for any lost or imputed profits or revenues, regardless of the legal theory under which such liability is asserted and regardless of whether the RTAA has been advised of the possibility of any such liability, loss, or damage.

## ARTICLE 10 – FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED ASSURANCES

### SECTION I. MANDATORY FAA PROVISIONS

The following provisions are mandatory Federal Aviation Administration (FAA) provisions pursuant to "Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects" issued by the FAA on May 24, 2023. As such, neither the language nor their inclusion may be changed. Consultant (including all subconsultants) is required to insert these Agreement provisions, verbatim, in each lower-tier contract (e.g., subcontract). Consultant (including all subconsultants) is required to incorporate the applicable requirements of these Agreement provisions by reference for Services done under any purchase orders, rental agreements, and any other agreements for supplies or services. Consultant is responsible for compliance with these Agreement provisions by any subconsultant, lower-tier subconsultant, or service provider. Where the clause refers to the applicable activity, work, project, or program it means the Project.

### 10.1 General Civil Rights Provisions

In all its activities within the scope of its Airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



The above provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the Agreement.

## **10.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (non-discrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Nondiscrimination statute (49 USC § 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 (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, the Consultant must take reasonable steps to ensure that LEP persons have meaningful access to programs [70 Fed. Reg. 74087 to 74100];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating based on sex in education programs or activities (20 USC § 1681, et seq).

### **10.3 Nondiscrimination Requirements/Title VI Clauses for Compliance**

#### **Compliance with Nondiscrimination Requirements**

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

10.3.1 **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

10.3.2 **Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

10.3.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

10.3.4 **Information and Reports:** The Consultant 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 RTAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the RTAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

10.3.5 **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this Agreement, the RTAA will impose such



Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

10.3.5.1 Withholding payments to the Consultant under the Agreement until the Consultant complies; and/or

10.3.5.2 Cancelling, terminating, or suspending an agreement, in whole or in part.

10.3.6 **Incorporation of Provisions:** The Consultant will include the provisions of Section 10.3.1 through Section 10.3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the RTAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the RTAA to enter into any litigation to protect the interests of the RTAA. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

## **SECTION II. FAA DISCRETIONARY LANGUAGE CLAUSES**

The following provisions must be included in this Agreement but may use different language from that required by the FAA pursuant to “Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects” issued by the FAA on May 24, 2023, provided the intent of the required clauses is met. Consultant (including all subconsultants) is required to insert these Agreement provisions in each lower-tier contract (e.g., subcontract). Consultant (including all subconsultants) is required to incorporate the applicable requirements of these Agreement provisions by reference for Services done under any purchase orders, rental agreements, and any other agreements for supplies or services. Consultant will be responsible for compliance with these Agreement provisions by any subconsultant, lower-tier subconsultant, or service provider. Where the clause refers to the applicable activity, work, project, or program it means the Project.

10.4 N/A

### **10.5 Occupational Safety and Health Act of 1970**

All agreements and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10.6 N/A



## ARTICLE 11 – BOYCOTT OF ISRAEL

### **Boycott of Israel**

The RTAA is prohibited from entering into an agreement with an artist unless the Agreement includes a written certification that the artist is not currently engaged in and agrees for the duration of the Agreement not to engage in, a boycott of Israel. All agreements and subcontracts that result from this solicitation hereby acknowledge this confirmation through execution of this Agreement.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with a) Israel; or b) a person or entity doing business in Israel or in the territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin, or religion.

The authorized signature below provides that the Artist will comply with the following statement. The Artist and each and every subcontractor hereby certify that through the execution of this Agreement that the Artist and/or subcontractor is not currently engaged in and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

## ARTICLE 12 – MISCELLANEOUS

### **12.1 Governing Law**

It is understood and agreed by and between the RTAA and Artist that this Agreement shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of the Agreement. It is further understood and agreed by and between the parties hereto that any and all actions between the parties brought as a result of this Agreement will be brought in the Second Judicial District Court in and for the County of Washoe, State of Nevada.

### **12.2 Compliance with Laws, Rules, and Regulations**

Artist agrees to be bound by the provisions of RTAA’s rules and regulations, all applicable laws, rules, and regulations adopted or made applicable to Artist by any local, state, or federal authority having jurisdiction over the Project or the RTAA.

### **12.3 Attorneys’ Fees**

In the event of any arbitration proceeding, or any other litigation arising hereunder between the parties, the prevailing party shall be entitled to recover from the losing party reasonable attorney’s fees and costs incurred therein.



**12.4 Arbitration**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration. The number of arbitrators shall be one. The place of arbitration shall be Reno, Nevada. Nevada law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**12.5 Relationship of the Parties**

Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership, or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.

**12.6 Successor in Interest**

Subject to the provision regarding assignment, this Agreement shall be binding upon and inure to the benefit and detriment of the successors in interest and permitted assigns of the parties hereto.

**12.7 Severability**

To the extent that any provision hereof shall be finally determined by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

**12.8 Waiver**

No waiver of a breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach of the same or any other covenant, term, or condition, or waiver of the covenant, term, or condition itself.

Neither the RTAA's review, approval, or acceptance of, or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Artist shall be and remain liable to the RTAA in accordance with applicable law for all damages to the RTAA caused by Artist's performance of any Work furnished under this Agreement. The rights and remedies of the RTAA provided for under this Agreement are in addition to any other rights and remedies provided by law.

**12.9 Force Majeure**

In no event shall the RTAA or Artist be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, or acts of God. It is understood that the RTAA or Artist shall use reasonable efforts which are consistent with accepted practices in the creative industry to resume performance as soon as practicable under the circumstances.



**12.10 Headings**

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

**12.11 Confidentiality**

Under Nevada state law, this Agreement and all associated documents become a public record upon signing, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. Artist understands and acknowledges that the RTAA must comply with applicable public records laws, and that any and all communications, documents, and materials provided to or obtained by RTAA pursuant to this Agreement may be public records, potentially open to inspection, duplication, and publicity by third parties, and Artist holds the RTAA harmless, therefore. Artist will not hold or seek to hold the RTAA liable in any way for the acts of any such person or entity inspecting, duplicating, or using such communications, documents, and materials.

**12.12 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**12.13 Notices**

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth below, or (b) via facsimile or email. Notices will be considered to have been given four (4) business days after deposit in the mail as set forth above, or upon receipt of facsimile confirmation or posted email. Either party may change its address for notice by notice to the other party given in accordance with this section.

**Notices to the Artist shall be addressed to:**

- Artist
- Point of Contact/Title
- Address
- Address
- Email Address



**Notices to the RTAA shall be addressed to:**

Reno-Tahoe Airport Authority  
Contracts & Procurement Department  
2770 Vassar Street  
Reno, NV 89502  
[kmahlberg@renoairport.com](mailto:kmahlberg@renoairport.com)

**12.14 Integration of Agreement**

This Agreement and all exhibits incorporated herein constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all other previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and all other communications between the Parties. Any further modification to this Agreement must be in writing and signed by both Parties.

In the event that any dispute arises, or discrepancy exists between this Agreement and any of the exhibits incorporated herein, the terms and conditions contained in the body of this Agreement supersede those contained in the exhibits.

- Exhibit A – Scope of Services
- Exhibit B – Artist’s Representations and Intellectual Property
- Exhibit C – Insurance Requirements
- Exhibit D – Disclosure of Ownership/Principals
- Exhibit E – Waiver of Rights Pursuant to the Visual Artists Rights Act

**12.15 Signature Authority**

Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has legal power and/or authority so to sign.

**REST OF PAGE DELIBERATELY LEFT BLANK**

[Signature page follows]





IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

**RENO-TAHOE AIRPORT AUTHORITY**

**ARTIST**

By:

\_\_\_\_\_  
Daren A. Griffin, A.A.E.  
President/CEO

By:

\_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

SAMPLE



## EXHIBIT A SCOPE OF SERVICES

[Scope of Work must include Artist payment schedule, any associated budget for maintenance requirements, schedule of design and reviews prior to approval of final Artwork design, location of the work, coordination and notification of installation, engineering, fabrication and installation, quality standards, etc.]

SAMPLE



**EXHIBIT B**  
**ARTIST'S REPRESENTATIONS AND INTELLECTUAL PROPERTY**

SAMPLE



## EXHIBIT B ARTIST'S REPRESENTATIONS AND INTELLECTUAL PROPERTY

### 1. Artist's Representations and Warranties

- a. The Artist represents and warrants that:
  - i. The Artwork is solely the result of the artistic effort of the Artist, and the Artist is the sole creator of the Artwork;
  - ii. The Artwork is a unique and original work of the Artist, which has not previously been created, reproduced or sold in any form (except any model or illustration which may have been produced by Artist for the RTAA relating to the procurement of this Agreement);
  - iii. The Artwork, or duplicate thereof, has not been accepted for sale elsewhere;
  - iv. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted by this Agreement;
  - v. The Artwork is free and clear of any liens from any source whatsoever;
  - vi. The Artist has the full power and authority, free of any rights of any nature by any other person or entity, to enter into and perform this Agreement and to make the grants of rights contained in this Agreement;
  - vii. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
  - viii. The Artist warrants and represents that the Artwork is not in the public domain;
  - ix. The Artwork does not and will not infringe upon any person's or entity's copyright or any proprietary right at common law; and
  - x. Artist has not and will not enter into any agreement(s) with any other person or entity in conflict with the terms of this Agreement.
- b. Warranties of Quality and Condition.
  - i. The Artist represents and warrants that all work will be performed in accordance with professional workmanlike standards and free from defective or inferior materials and workmanship, including without limitation any defects consisting of inherent vice, or qualities that cause or accelerate deterioration of the Artwork.
  - ii. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
  - iii. If within one (1) year after acceptance of the Artwork the RTAA observes any breach of warranty that is curable by the Artist, the Artist shall, at the request of the RTAA, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the RTAA. The RTAA shall give notice to the Artist of such breach with reasonable promptness.
  - iv. If within one (1) year after acceptance of the Artwork the RTAA observes a breach of warranty described in this section that is neither curable by the Artist nor timely



cured by the Artist, the Artist is responsible for reimbursing the RTAA for all damages, expenses and loss incurred by the RTAA as a result of the breach.

## 2. Copyright, Trademark, Service Mark, or Patent Infringement

Artist shall, at his/her own expense, be entitled to and shall have the duty to defend any suit which may be brought against the RTAA, by any person or entity whatsoever, to the extent that it is based on a claim that the Artwork or Services furnished hereunder infringe a Copyright, Trademark, Service Mark, or Patent. Artist shall further indemnify and hold harmless the RTAA against any award of damages and costs made against the RTAA by a final judgment of a court of last resort in any such suit. The RTAA shall provide Artist immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance, and authority to enable Artist to do so. No costs or expenses shall be incurred for the account of Artist without his or her written consent. The RTAA reserves the right to participate in the defense of any such action; however, there is no obligation for the RTAA to do so. Artist shall have the right to enter into negotiations for and the right to affect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the RTAA unless approved by RTAA's President & CEO, and as authorized by the RTAA's Board of Trustees.

## 3. Intellectual Property: Rights and Waivers

### a. Rights to Artwork; Copyright.

- i. Ownership. After completion, or payment if not completed, the RTAA will be the owner of the physical Artwork and shall have a perpetual and exclusive right and license to display the Artwork and reproduce for non-sales purposes the same, in conjunction with, by example only and not by way of limitation, promotions of the Artwork, the Artist or the RTAA or RNO as a whole, including the right to publish and/or distribute copies of the Artwork and to create derivative works of the Artwork for such purposes. Artist's final design (including the final Artwork itself) under this Agreement shall become the property of RTAA. Ownership of the Artwork shall be transferred from the Artist to the RTAA upon the RTAA's issuance of the notice of final acceptance and Artist hereby assigns and agrees to assign all rights therein to the RTAA. The RTAA shall retain copies of the proposal and all written documentation regarding the Artwork. Upon final acceptance, the RTAA shall have the right to a copy of all plans, drawings, sketches, designs, and other work of Artist pertaining to the Artwork for promotional, maintenance, repair, and historical documentation purposes.
- ii. Copyright. Subject to usage rights and licenses granted to RTAA hereunder, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. Artist's copyright shall not extend to predominantly utilitarian aspects of the Artwork, such as landscaping elements, furnishings, or other similar objects. If Artist is comprised of two or more individual persons, the



individual persons shall be deemed joint authors of the Artwork. Artist grants a perpetual license to the RTAA to all rights to the Artwork and shall not make any other reproductions of the Artwork. Artist shall not grant permission to others to make reproductions of the Artwork except with written permission of the RTAA. Artist is responsible for registering the Artwork in his/her name with the U.S. Register of Copyrights, at no additional cost to the RTAA. Artist will provide copyright notification to the RTAA. Artist shall not assign its copyright in the Artwork without advance written consent of the RTAA.

- iii. Reproductions. Artist grants the RTAA a non-revocable and perpetual license to publicly display and reproduce the Artwork by photographic, electronic, digital, mechanical, or any other method that may become available following the installation of the Artwork, for educational, procurement, public relations, arts promotional, tourism, and other non-commercial purposes. On any such reproductions, the RTAA will acknowledge the Artist's authorship and provide copyright notification substantially in the following form: Artist's name and date of publication.
  - iv. Publicity. The RTAA shall have the right to use Artist's name, likeness, and biographical information about the display or reproduction and distribution of the Artwork.
  - v. Credits. Artist agrees that any reproduction of the Artwork made by the Artist for publicity purposes shall refer to "RTAA Arts at the Airport."
  - vi. Notice of Claims. Artist hereby agrees that the Artist shall give the RTAA written notice prior to asserting any claim pertaining to the Artwork which may arise relating to 17 U.S.C. §§ 101, *et seq.* The RTAA shall have at least 90 days from the date of receipt of such notice in which to evaluate and, if so decided by the RTAA, to cure such claim.
  - vii. Third Party Infringement. The RTAA is not responsible for any third-party infringement of Artist's copyrights and is not responsible for protecting the intellectual property rights of Artist. The RTAA may, at its option and in its sole discretion, take such action as necessary to protect its rights in the Artwork. Artist will cooperate with RTAA in connection with any such action, including being named as a party in an infringement action if required by law. The RTAA shall retain any amounts awarded or recovered as a result of such action.
- b. VARA Waiver; Safety Modification; Future Transfer and Relocation.
- i. Artist and the RTAA acknowledge that the Artist may have certain rights under the federal Visual Artists Rights Act of 1990 (VARA). Pursuant to 17 USC Section 106A, except as otherwise explicitly provided in this Section 3-B, Artist hereby agrees to irrevocably and forever waive and agrees not to assert any and all Moral Rights pertaining to the Artwork which Artist may now have, or which may accrue under applicable law. Artist agrees that RTAA's future uses of the Artwork shall be unlimited, except as otherwise specified elsewhere in this Agreement. Moral Rights mean any rights to claim authorship of an Invention to object to or prevent the modification of any Invention, or to withdraw from circulation or control the



- publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a moral right.
- ii. To the extent that the Artwork is a Joint Artwork, this Agreement waives the rights of all other authors of the Artwork. Artist agrees to obtain all necessary written waivers of the Artwork for the full benefit of the RTAA as contemplated by this Agreement.
  - iii. Notwithstanding any other provision of this Agreement:
    1. The RTAA may remove or modify any part(s) of the Artwork that RTAA deems to pose a threat or hazard to the public health or safety.
    2. In the event that the Artwork comes into conflict with laws or regulations, the RTAA may modify the Artwork so as to come into compliance with such laws or regulations.
    3. Further, Artist understands and agrees that the RTAA may remove, move, or destroy, the Artwork, and the RTAA may sell, trade, or otherwise transfer the Artwork, and that any such action by the RTAA may subject the Artwork to destruction, distortion, mutilation, or other modification.
    4. Notwithstanding any other provision of this Agreement, if RTAA believes that the Artwork presents an imminent threat or hazard to the public health or safety, RTAA may authorize the immediate relocation, removal, or destruction of the Artwork without providing the Artist prior notice.
    5. Reputation. If RTAA fails to maintain the Artwork in good condition, or if any significant change occurs to the Artwork after it is finally accepted by RTAA, whether such change is intentional, unintentional, or malicious, and if the Artist makes a written request to the RTAA that Artist's Artwork no longer be represented as the work of the Artist, then the Artwork will no longer be represented as the Artwork of the Artist. Artist may request that all credits to the Artist be removed from the Artwork.
  - c. Filming of Artwork.
    - i. Artist understands and acknowledges that the RTAA, pursuant to applicable local laws, regulations, and policies, may issue film permits to persons and entities wishing to film at the RTAA, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Artist recognizes and permits the RTAA to issue such permits to persons and entities, to include the Artwork and surrounding site, and Artist holds the RTAA harmless, therefore. Artist will not hold or seek to hold the RTAA liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the Artwork.



**EXHIBIT C  
INSURANCE REQUIREMENTS**

SAMPLE





## EXHIBIT C MINIMUM INSURANCE REQUIREMENTS

### **INTRODUCTION**

The Reno-Tahoe Airport Authority (RTAA) has established specific insurance and safety requirements to help assure that reasonable insurance coverage is purchased, and safe working conditions are maintained.

*The Artist's attention is directed to the insurance requirements below. It is highly recommended that the Artist confer with its respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If the Artist fails to comply strictly with the insurance requirements, that Artist may be disqualified from award of the Agreement.*

### **ARTIST PROVIDED INSURANCE**

The Artist shall ensure that the following insurance coverage is procured and maintained for itself, and all subcontractors, suppliers, material men, and all others accessing the Project on the Artist's behalf. Coverage shall be from an insurance company authorized to transact business in the State of Nevada and the City of Reno and shall meet the following minimum specifications.

Prior to the commencement of the Project or Services to be performed under this Agreement, Artist shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Artist or any of its subcontractors, whichever is greater. Artist may maintain coverage for itself and for all subcontractors/independent contractors or, in the alternative, shall also cause each subcontractor/independent contractor employed by Artist to purchase and maintain insurance coverage and limits commensurate with the nature and scope of services being performed by said subcontractors/independent contractors. It is the responsibility of the Artist to ensure that each of its subcontractors/independent contractors procure and maintain adequate coverage and limits to protect themselves and RTAA from any and all liability arising from the services to be performed hereunder, including products-completed operations. Prior to the commencement of the work/services contemplated by this Agreement, Artist shall provide RTAA with Certificates of Insurance evidencing the coverage and limits for itself and for each of its subcontractors/independent contractors. All such coverage and limits must be approved by RTAA prior to the commencement of work under this Agreement. Artist shall furnish copies of Certificates of Insurance evidencing coverage for itself and for each subcontractor. Except for Workers' Compensation and Professional Liability insurance, all liability policies carried by Artist and its subcontractors/independent contractors shall be endorsed to include the RTAA as an additional insured for all ongoing and completed operations. RTAA reserves the right to request the Declarations page of any applicable policy showing all endorsements to the policy(ies). The procuring of the required insurance policies under this Agreement shall not be construed to limit the liability of Artist and/or its subcontractors/independent contractors nor to fulfill the indemnification provisions of this Agreement, nor act in any way to reduce the policy limits and



coverage available from the insurer. Failure to maintain the required insurance may result in termination of this contract at the RTAA's option.

**SUMMARY:**

APPLICABLE TO THIS CONTRACT	INSURANCE TYPE	MINIMUM LIMIT	INSURANCE CERTIFICATE	ADDITIONAL INSURED	WAIVER OF SUBROGATION
YES	General Liability / Umbrella (Excess) Liability	\$1,000,000	✓	✓	✓
YES	Automobile Liability	\$1,000,000	✓	✓	✓
YES	Workers' Compensation	Statutory	✓	N/A	✓
YES	Employer's Liability	\$1,000,000	✓	N/A	N/A
NO	Builder's Risk	N/A	✓	N/A	N/A
YES	Installation Floater	\$250,000	✓	N/A	N/A
NO	Pollution Liability	\$1,000,000	✓	N/A	N/A

**DETAILS:**

DOES COVERAGE APPLY:  
 YES  NO  N/A

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

Artist shall carry and maintain Commercial General Liability (CGL) and, if necessary, to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein. The policy shall be written on an "occurrence" basis and include broad form contractual liability coverage.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work unless subcontractor carries and maintains separate policies providing such coverage and provides Artist evidence of insurance confirming the coverage.

For contracts that are for the construction or improvement of public facilities, the Artist shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the Project.

**Minimum Limits:**

\$1,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit

\$10,000 Medical Expense Limit

If CGL Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.



Coverage Form:

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) CGL "Occurrence" form CG 00 01 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured:

The RTAA, its Trustees, officers, agents, and employees are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Artist, including the insured's general supervision of Artist; products and completed operations of Artist; premises owned, occupied, or used by Artist. The coverage shall contain no special limitations on the scope of protection afforded to the RTAA, its Trustees, officers, agents, and employees. Additional insured status for the RTAA shall apply until the expiration of time within which a claimant can bring suit per applicable state law. Coverage for an additional insured shall not be limited to its vicarious liability. Any failure by the Artist to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

Primary and Non-Contributory:

Artist's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the RTAA, its Trustees, officers, agents, and employees. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by the RTAA, its Trustees, officers, agents, and employees shall be excess of Artist's insurance and shall not contribute with it in any way.

Separation of Insureds:

Artist'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.

Waiver of Subrogation:

Artist waives all rights against the RTAA, its Trustees, officers, agents, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against the RTAA with respect to any loss paid under the policy.

Endorsements:

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO



additional insured endorsement CG 20 10 (ongoing operations) and CG 20 37 (completed operations), or substitute forms.

A waiver of subrogation in favor of the RTAA shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

If any underground work will be performed, Artist shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 or substitute form providing equivalent coverage.

DOES COVERAGE APPLY:  
YES  NO  N/A

**BUSINESS AUTOMOBILE COVERAGE**

**Minimum Limits:**

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage; no aggregate limit may apply; coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

**Coverage Form:**

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01, CA 00 25, CA 00 20 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). If Artist or Artist's employees will use personal autos in any way on this Project, Artist shall obtain evidence of personal auto liability coverage for each person.

**Additional Insured:**

The RTAA, its Trustees, officers, agents, and employees are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Artist. The coverage shall contain no special limitations on the scope of protection afforded to the RTAA, its Trustees, officers, agents, and employees. Additional insured status for the RTAA shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

**Endorsements:**

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 or a substitute form confirming the RTAA's insured status for Liability Coverage under the *Who Is An Insured Provision* contained in Section II of the coverage form ISO CA 00 01.



Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria, and mold.

DOES COVERAGE APPLY:  
YES    NO    N/A  
       

**WORKERS’ COMPENSATION & EMPLOYER’S LIABILITY INSURANCE**

Artist shall carry and maintain workers’ compensation and employer’s liability insurance as required by Nevada Revised Statutes (NRS) §616B.627 or provide proof that compliance with the provisions of NRS Chapters 616 A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Artist or any subcontractor of the Artist by the RTAA. Artist agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the RTAA to make any payment under this Contract to provide the RTAA with a certificate issued by an insurer in accordance with NRS §616B.627 and with a certificate of an insurer showing coverage pursuant to NRS §617.210.

It is further understood and agreed by and between the RTAA and Artist that Artist shall procure, pay for, and maintain the above-mentioned coverage at Artist’s sole cost and expense.

Should Artist be self-funded for workers’ compensation and employer’s liability insurance, Artist shall so notify the RTAA in writing prior to the signing of this Contract. The RTAA reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Nevada law allows the following entities to reject workers’ compensation coverage if they do not use employees or subcontractors in the performance of work under the Contract:

- Sole proprietors (NRS §616B.627 and NRS §617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS §616B.624 and NRS §617.207)
- Unpaid managers of limited liability companies (NRS §616B.624 and NRS §617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS § 616B.624 and §NRS617.207)

If Artist has rejected workers’ compensation coverage under applicable Nevada law, the Artist must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage [request form from the RTAA’s Director of Contracts & Procurement]. The Affidavit must be completed, signed, and notarized prior to performance of any work.



Minimum Limits:

Workers' Compensation: Statutory Limit  
Employer's Liability: \$1,000,000 Bodily Injury by Accident – Each Accident  
\$1,000,000 Bodily Injury by Disease – Each Employee  
\$1,000,000 Bodily Injury by Disease – Policy Limit  
Including Stop Gap Insurance

Coverage Form:

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 00 C or substitute form providing equivalent coverage.

Waiver of Subrogation:

Insurer shall endorse Worker's Compensation policy as required to waive subrogation against the RTAA with respect to any loss paid under the policy.

Endorsements:

A waiver of subrogation in favor of the RTAA shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

DOES COVERAGE APPLY:

YES NO N/A

**COURSE OF CONSTRUCTION INSURANCE**

Builder's Risk or Course of Construction Insurance insuring on a "all risks" basis, with a limit equal to the completed value of the Work and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the RTAA, Artist and its subcontractors of any tier providing equipment, materials, or services for the Work. The RTAA shall be named as loss payee as their interest may appear; and the insurers shall waive all rights of recovery against RTAA.

DOES COVERAGE APPLY:

YES NO N/A

**INSTALLATION FLOATER INSURANCE**

Installation Floater on an "all risks" coverage form including the installation and transit of materials and/or equipment for 100% of the replacement cost value, naming RTAA as loss payee as its interests may appear.

DOES COVERAGE APPLY:

YES NO N/A

**ARTIST'S POLLUTION LIABILITY AND/OR ASBESTOS LEGAL LIABILITY**

The Artist shall maintain Artist's Pollution Liability and/or Asbestos Legal Liability (where applicable) for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower-tier subcontractors, truckers, and suppliers: Evidence confirming lower-tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the Project is required. Insurance must meet the requirements set forth herein on subcontractors, including but not limited to all additional insured requirements of subcontractors.



If coverage is maintained on a claims-made basis, the following shall apply:

- (a) The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- (b) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
- (c) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Artist must purchase an extended period of coverage for a minimum of three (3) years after completion of the contract services.

Minimum Limits:

\$1,000,000 Each Occurrence Limit  
\$1,000,000 General Aggregate Limit

**ARTIST'S TOOLS AND EQUIPMENT**

The Artist is responsible for its own construction tools and equipment whether owned, leased, rented, or borrowed for use at the RTAA worksite.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Commercial General Liability: \$25,000 per claim maximum  
Course of Construction Insurance: N/A  
Installation Floater Insurance: \$5,000 per claim maximum

Artist shall be solely responsible for satisfying all deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of the Contract or during the term of any policy must be approved by the RTAA prior to the change taking effect.

**ADDITIONAL INSURANCE CRITERIA**

Miscellaneous Conditions:

Artist shall be responsible for and remedy all damage or loss to any property, including property of the RTAA, caused in whole or in part by Artist, any subcontractor, or anyone employed, directed, or supervised by Artist.

Nothing herein contained shall be construed as limiting in any way the extent to which Artist may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any subcontractors under it.

In addition to any other remedies the RTAA may have if Artist fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the RTAA may, at its sole option:



- (a) Order Artist to stop work under this Contract and/or withhold any payments which become due Artist here under until Artist demonstrates compliance with the requirements hereof; or,
- (b) Terminate the Contract for Cause.

Verification of Coverage:

Artist shall furnish the RTAA with insurance certificates as evidence that the foregoing insurance is in force prior to commencement of work on the Contract. 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 RTAA reserves the right to have the Artist furnish the Artist's actual insurance policies for examination by the RTAA.

In the event Artist fails to provide RTAA with the insurance described, no work shall commence. If the coverage required by the Artist is terminated or reduced for any reason, all work shall immediately stop until all the required coverage is in place.

Immediate notification must be given to the RTAA and/or the Director of Contracts & Procurement upon receiving any knowledge or notification of claim or litigation on which the RTAA may be named.

The extent of coverage or the limits of liability provided under the policies procured by the Artist and/or subcontractors shall not be construed to be a limitation on the nature or extent of the Artist obligations or to relieve the Artist of any such obligations or representation by the RTAA as to the adequacy of the insurance to protect the Artist against the obligations imposed on it by this or any other Contract.

Acceptability of Insurers:

Said policies shall be with insurance companies authorized to do business in the State of Nevada with an A. M. Best rating of A- VII or better. The RTAA reserves the right to require that Artist's insurer be on the Nevada Insurance Commissioner's approved but not admitted list.

Addressing Policies and Endorsements:

All certificates and endorsements are to be addressed as follows and must be received and approved by the RTAA before work commences. The RTAA reserves the right to require complete certified copies of all required insurance policies at any time.

**Reno-Tahoe Airport Authority (RTAA)**  
**Attn: Contracts & Procurement Department**  
**2770 Vassar Street**  
**Reno, NV 89502**

Policy Cancellation Endorsement:

Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days' prior written notice to the RTAA, the policy shall





not be suspended, voided, cancelled, or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified below. A copy of this signed endorsement must be attached to the Certificate of Insurance.

Subcontractors:

Artist shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Cost:

Costs for providing such insurance as described above shall be incidental to the work.

SAMPLE



**EXHIBIT D**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

SAMPLE



## EXHIBIT D DISCLOSURE OF OWNERSHIP/PRINCIPALS (Please print or type)

\_\_\_\_\_

Entity Name

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, and Zip Code

“Principal” means, for each type of business organization the following: (a) sole proprietorship – the owner of the business; (b) partnership – the general partner and limited partners; (c) limited liability company – the managing member as well as all the other members; d) corporation – the officers of the corporation, but not any branch managers of offices which are a part of the corporation; (e) trust – the trustee and beneficiaries.

Type of Business:

Individual    Partnership    Limited Liability Company    Corporation    Trust

Other (Please describe):

\_\_\_\_\_

**INFORMATION OF APPLICABLE PRINCIPALS**

Name	Official Capacity
<hr/>	
Street	City, State, and Zip Code
<hr/>	
Name	Official Capacity
<hr/>	
Street	City, State, and Zip Code
<hr/>	
Name	Official Capacity
<hr/>	
Street	City, State, and Zip Code
<hr/>	
Name	Official Capacity
<hr/>	
Street	City, State, and Zip Code

If further space is required, please attach additional pages.



**EXHIBIT E**  
**WAIVER OF RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT**

SAMPLE



**EXHIBIT E**  
**WAIVER OF RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT**

\_\_\_\_\_, (“Artist”) has designed a work of visual art specifically described as:

**Type:**

**Medium:**

**Title, Date:**

**Dimensions:**

**Address/Location (if applicable):**

(the “Work”).

In connection with the Work created by Artist, Artist recognizes the existence of moral rights of artists set forth in the Visual Arts Rights Act of 1990, as amended, and as codified in Title 17 of the United States Code (“VARA”). **TO THE EXTENT THE WORK IS PROTECTED BY VARA AND ARTIST IS ENTITLED TO PROTECTION THEREUNDER, THE ARTIST EXPRESSLY WAIVES ANY AND ALL RIGHTS ARISING UNDER VARA, AND ANY RIGHTS ARISING UNDER FEDERAL OR STATE LAW OR UNDER THE LAWS OF ANY OTHER COUNTRY THAT CONVEYS RIGHTS THE SAME NATURE AS THOSE CONVEYED UNDER VARA OR ANY OTHER TYPE OF MORAL RIGHT WITH RESPECT TO THE WORK FOR ANY AND ALL USES IN WHICH EITHER THE ATTRIBUTION OR THE INTEGRITY RIGHT MAY BE IMPLICATED INCLUDING, WITHOUT LIMITATION, THE REMOVAL, RELOCATION, DESTRUCTION, DISTORTION, MUTILATION, OR OTHER MODIFICATION OF ALL OR ANY PORTION OF THE WORK AS DEEMED NECESSARY BY THE RENO TAHOE AIRPORT AUTHORITY (“RTAA”). THE ARTIST EXPRESSLY RECOGNIZES AND ACKNOWLEDGES THAT THE NATURE OF THE WORK MAY SUBJECT THE WORK TO DESTRUCTION, DISTORTION, MUTILATION, AND OTHER MODIFICATION BY REASONS OF REMOVAL OR RELOCATION OF ALL OR ANY PORTION OF THE WORK.**



Artist has no outstanding claims and knows of no outstanding claims against the Work.

Artist grants to the RTAA an irrevocable license to graphically reproduce (through photography, the internet, or otherwise) the image of the Work.

RTAA has the absolute right to donate, change, modify, destroy, remove, relocate, move, replace, transport, repair, or restore the Work, in whole or in part, in RTAA's sole discretion.

RTAA has no obligation to pursue claims against third parties for modifications or damage to the Work done without RTAA's authorization. However, RTAA may pursue claims against third parties for modification or damage or to restore the Work if the Work has been modified without RTAA's authorization. In the event that RTAA pursues such a claim, it shall notify the Artist, and Artist shall cooperate with RTAA's efforts to prosecute such claims.

**Artist bears the sole responsibility for providing RTAA with any changes to Artist's address for notice.** Any required notices shall be mailed to the addresses listed below.

**Reno-Tahoe Airport Authority (RTAA)  
Attn: Contracts & Procurement Department  
2770 Vassar Street  
Reno, NV 89502**

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

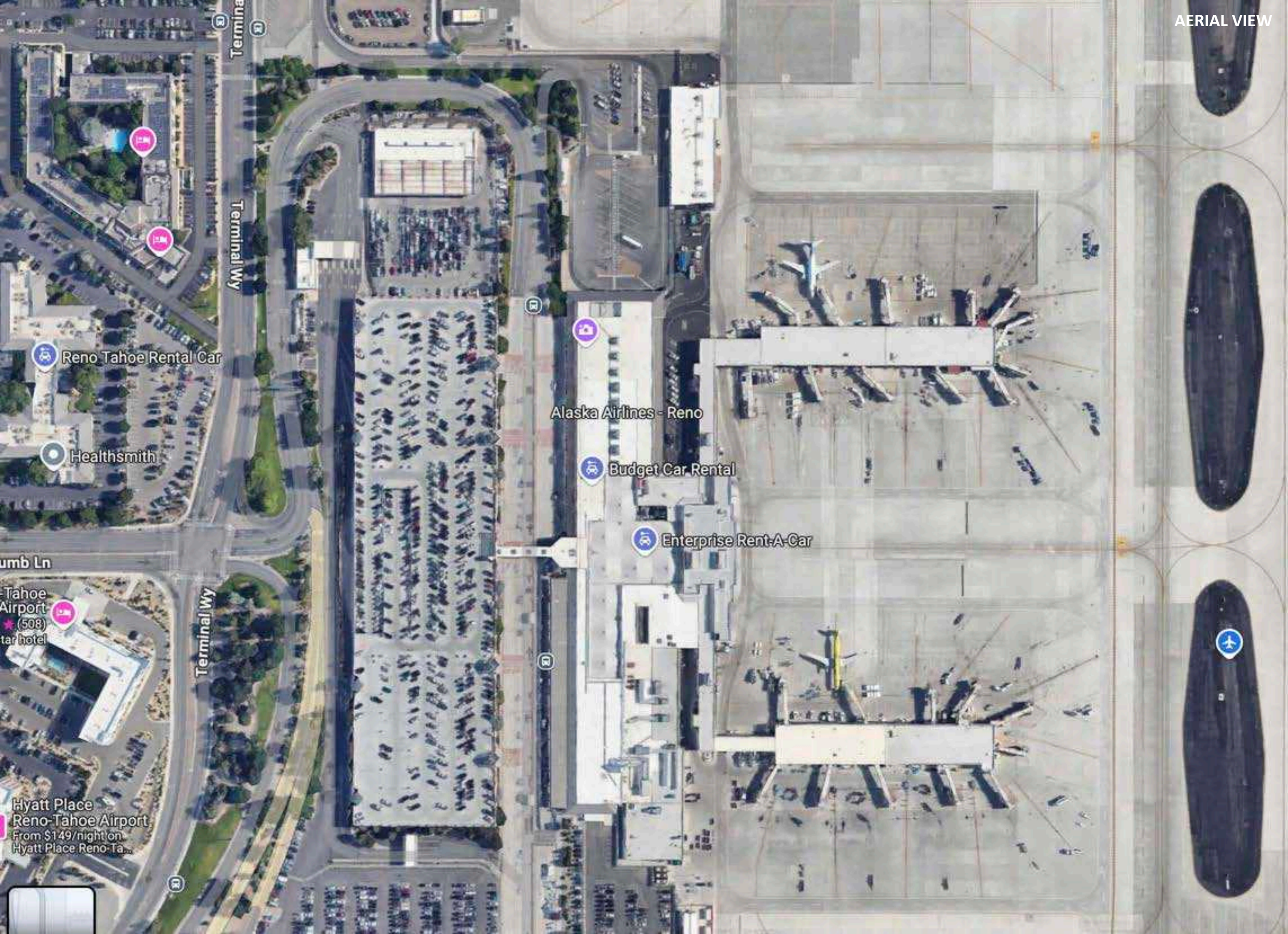
Phone: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



## **ATTACHMENT C MAPS & DRAWINGS**



Terminal

Terminal Wy

Terminal Wy

Reno Tahoe Rental Car

Healthsmith

umb Ln

Tahoe Airport  
(508)  
tar hotel

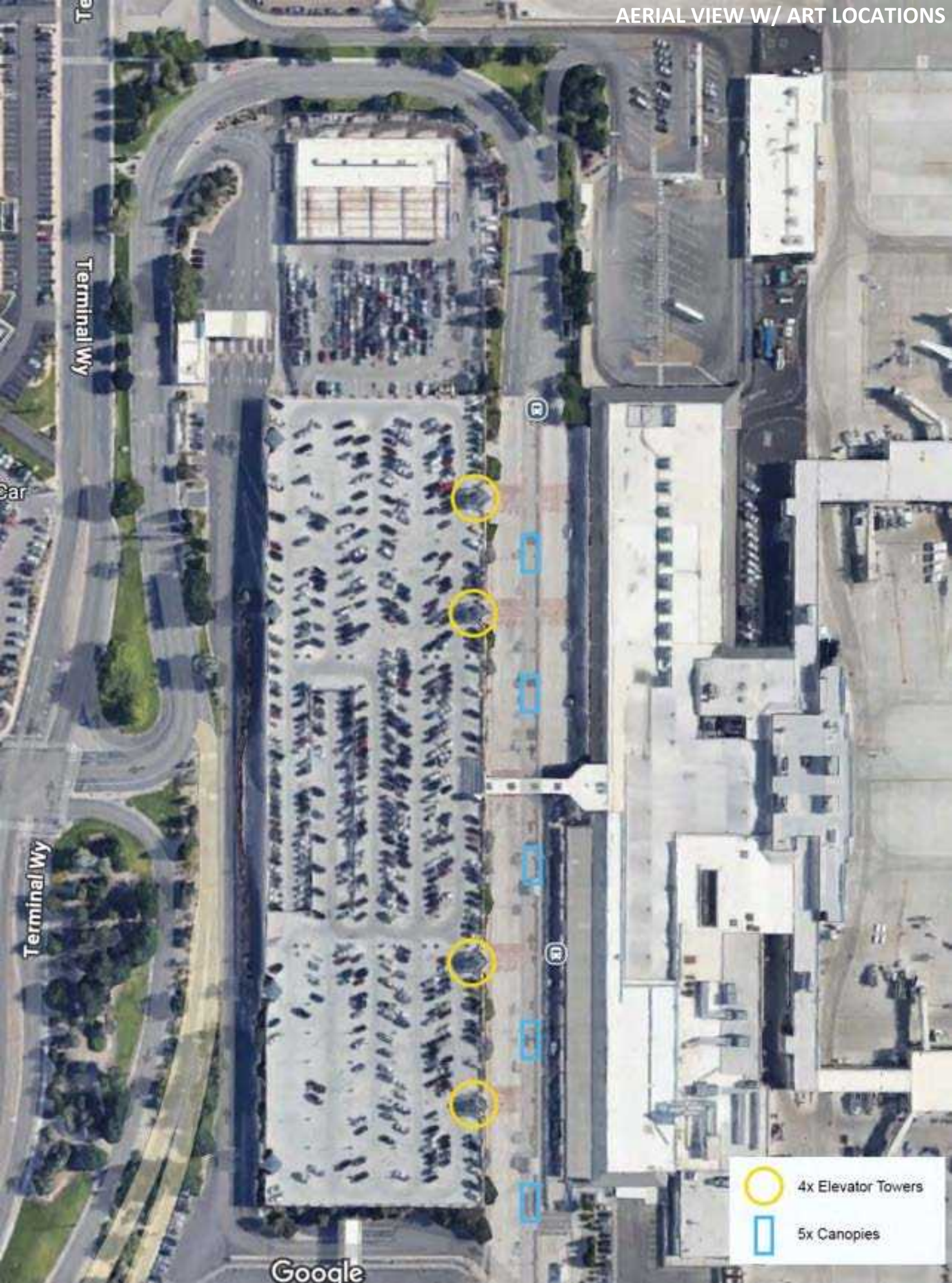
Alaska Airlines - Reno

Budget Car Rental

Enterprise Rent-A-Car

Hyatt Place  
Reno-Tahoe Airport  
From \$149/night on  
Hyatt Place Reno-Ta...



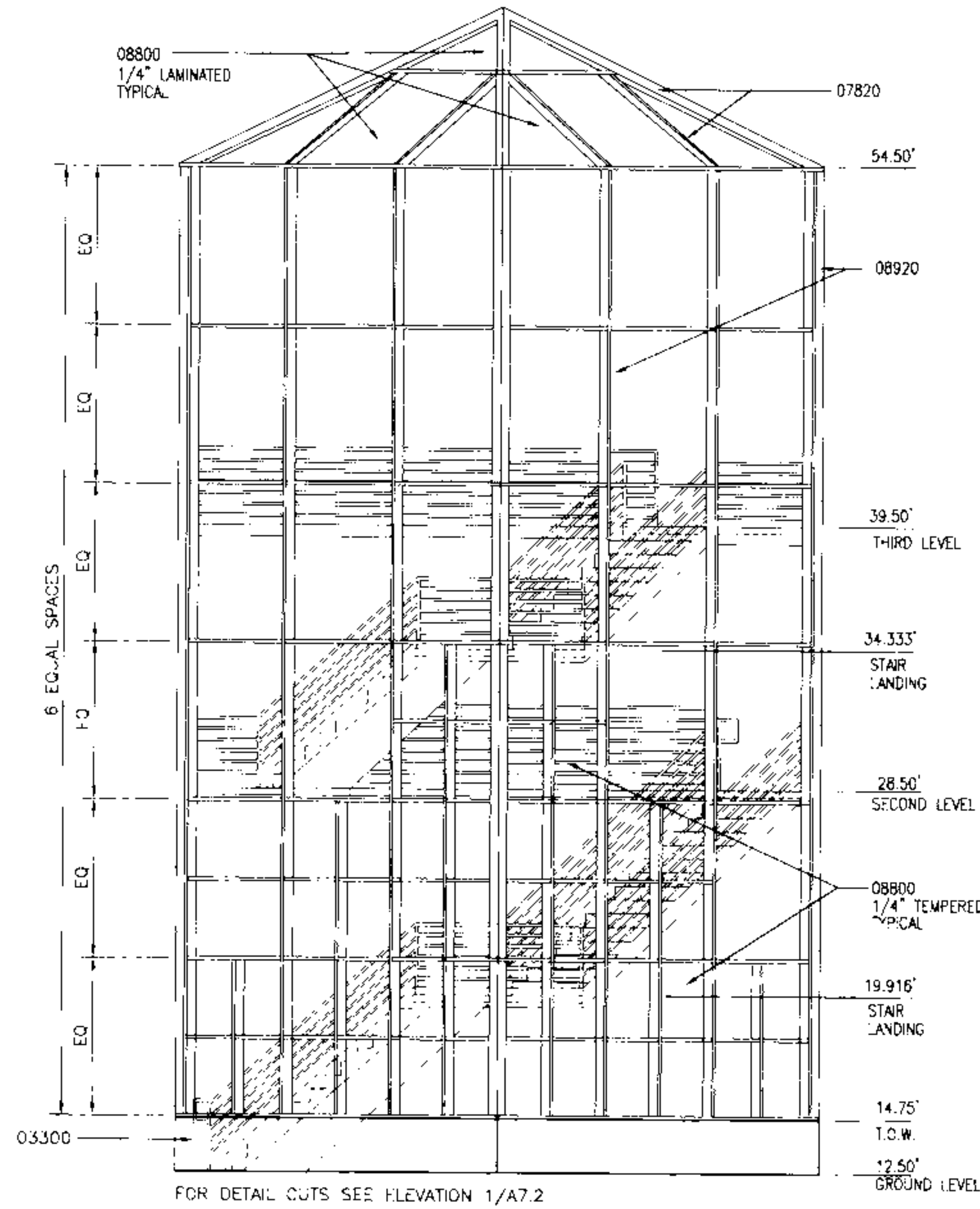


Terminal Wy

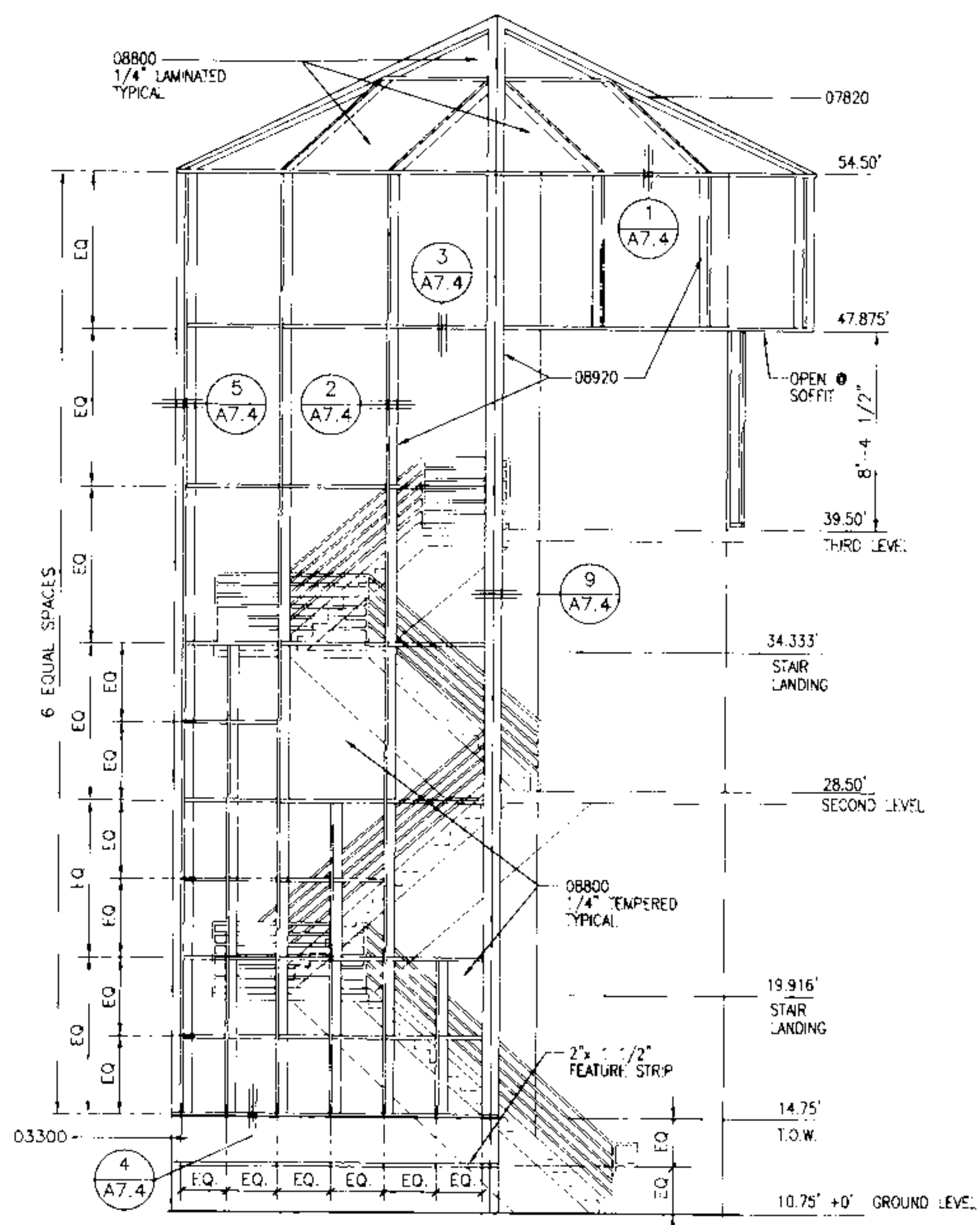
Terminal Wy

Google

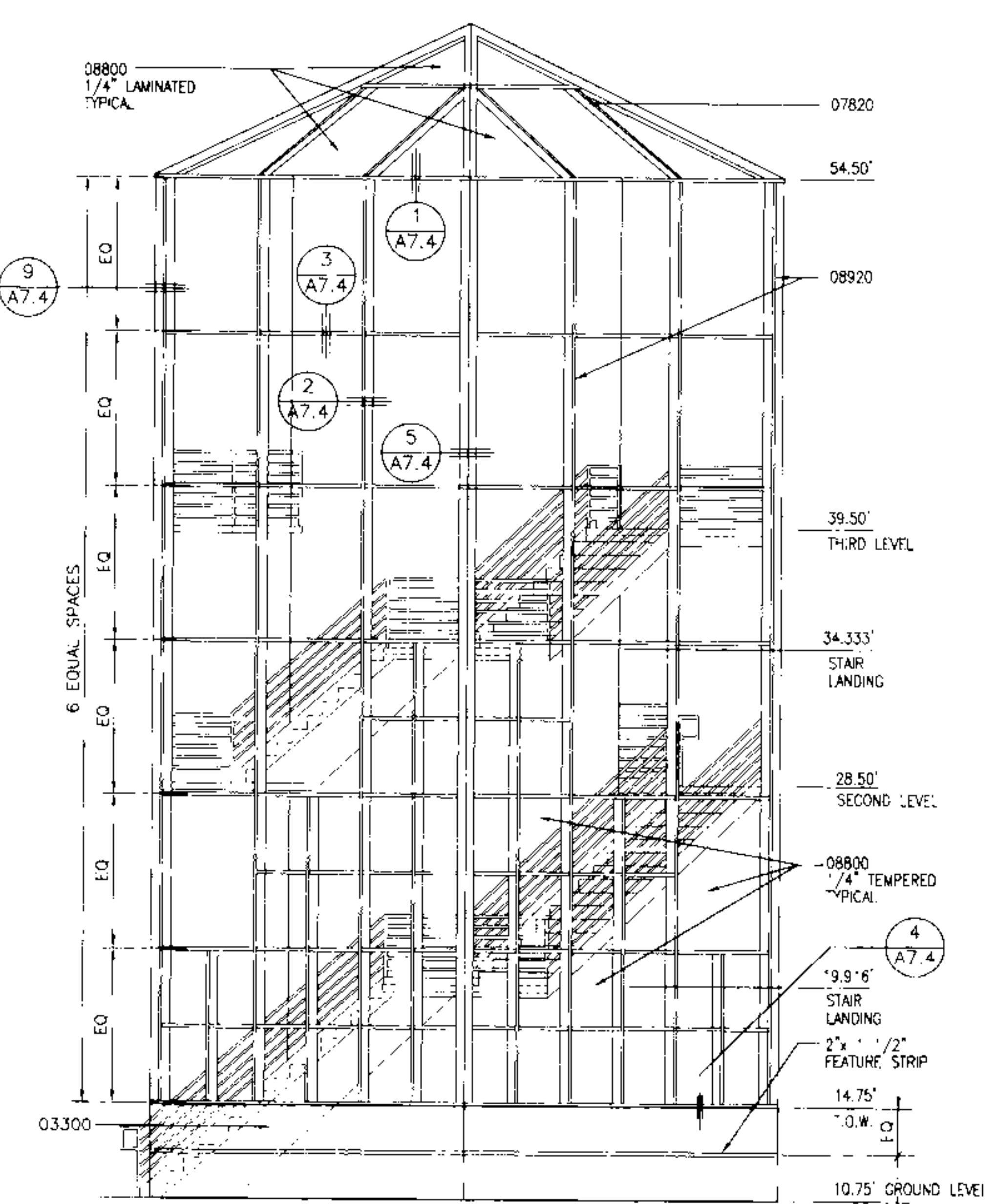
-  4x Elevator Towers
-  5x Canopies



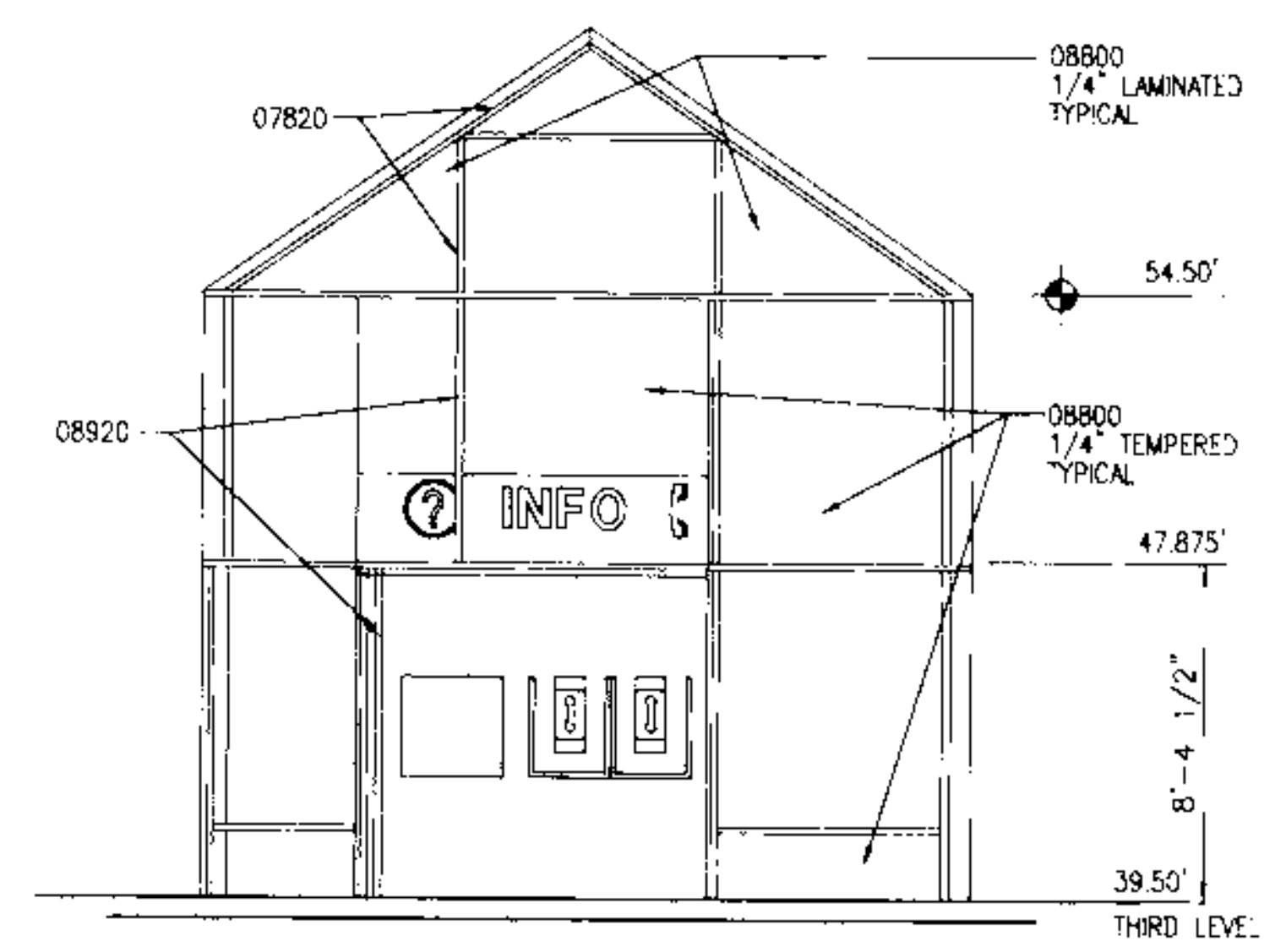
3 STAIR TOWER FRONT ELEVATION FOR WEST SIDE



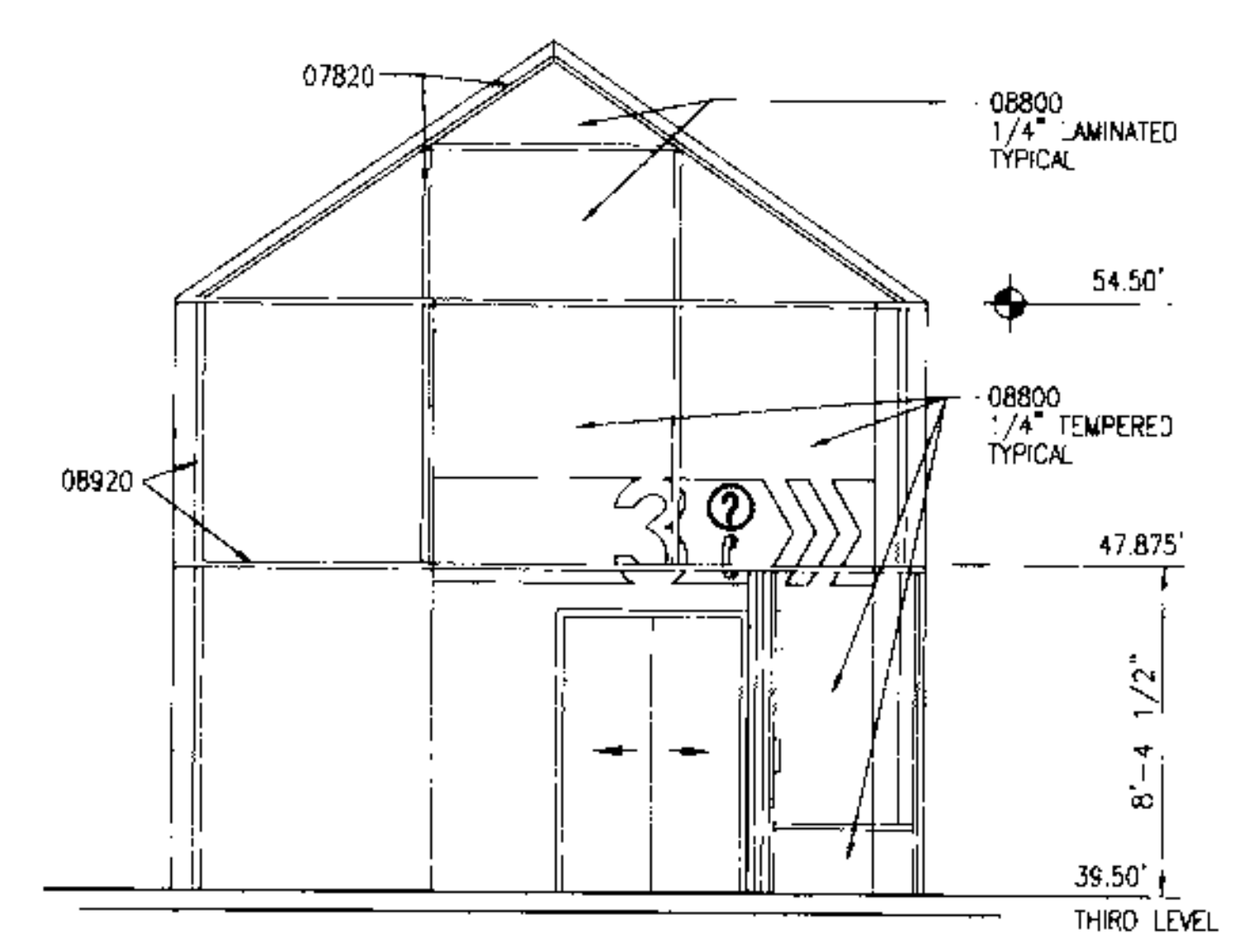
2 STAIR/ELEVATOR TOWER SIDE ELEVATION FOR EAST SIDE (WEST SIDE SIMILAR)



1 STAIR/ELEVATOR TOWER ELEVATION FOR EAST SIDE

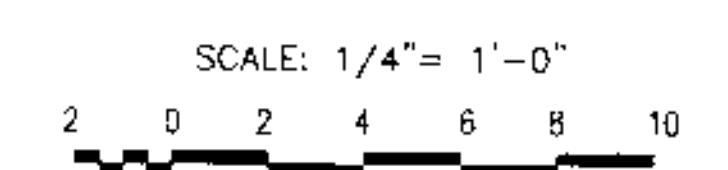


5 3RD LEVEL STAIR TOWER CURTAIN WALL @ INFO CENTER



4 3RD LEVEL STAIR TOWER CURTAIN WALL @ ELEVATOR DOOR

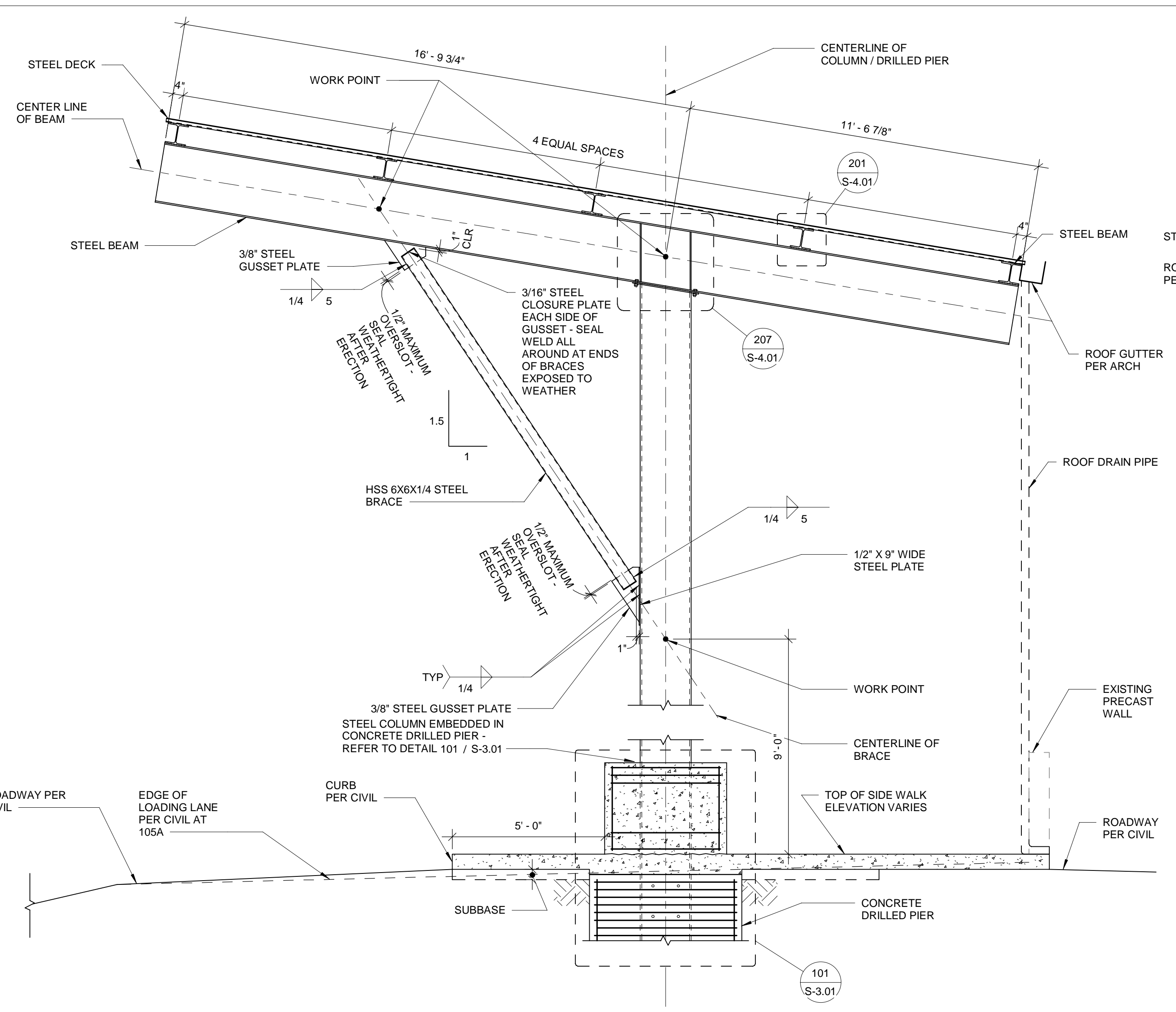
NOTE:  
SEE SHEET A7.4 FOR  
KEYNOTE LEGEND



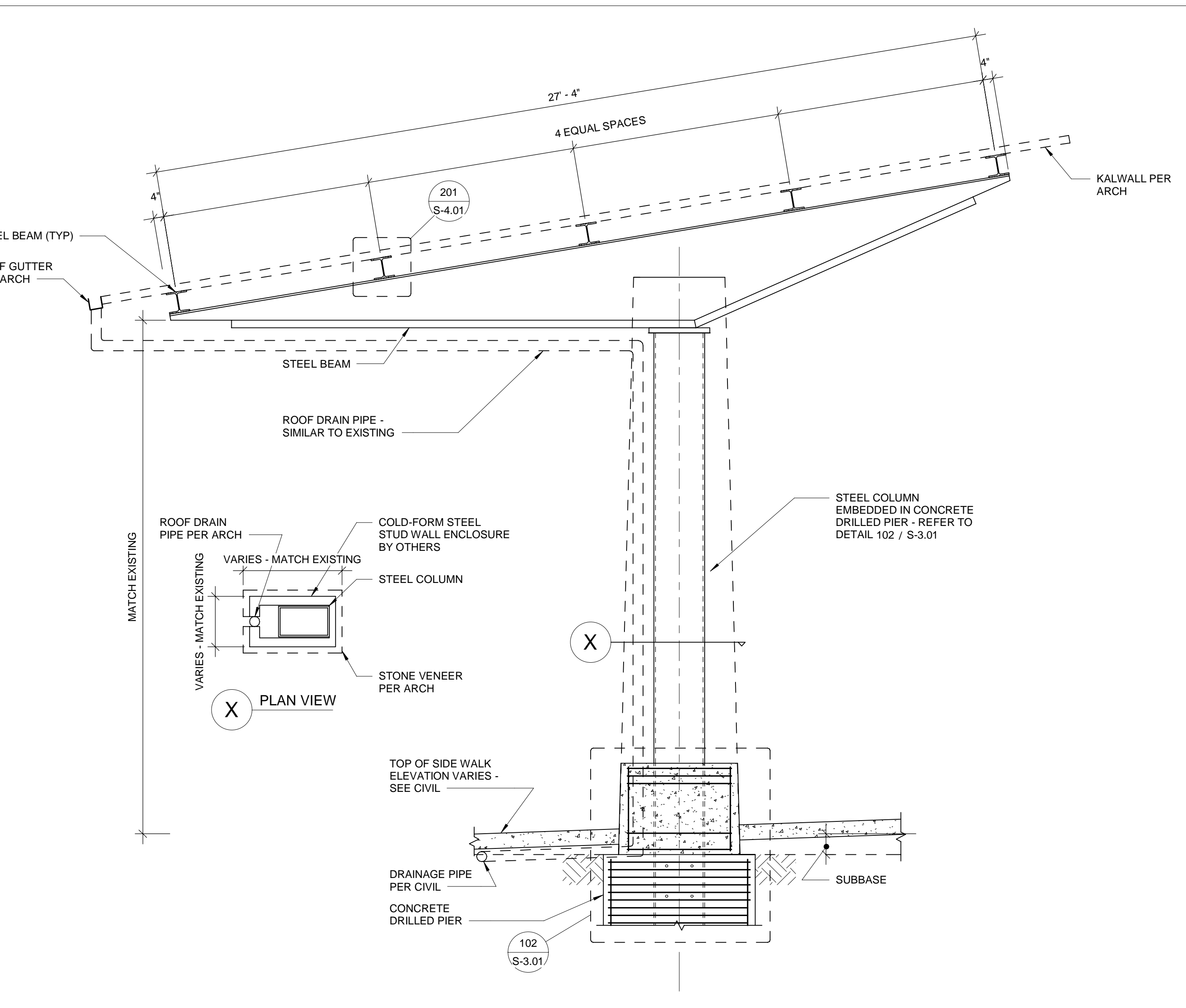
RECORD DRAWING INFORMATION THIS DRAWING HAS BEEN PRODUCED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA REGISTERED PROFESSIONAL ARCHITECTS	A.I.P. NO. X-XX-XXXX- A.P.A. C. BLD. XXXXX JOB NO. 50005G1.00 DESIGN - RW DRAWN - DMH, KS CHECKED - BW SCALE: 1/4" = 1'-0"	REVISIONS DATE BY	
	SHEELAN VAN WOERT ARCHITECTS BLDG. DIV. BLDG. DIV.	PROJECT NAME DRAWING TITLE	DATE BY
	Greiner Greiner, Inc. Reno, Nevada	PARKING STRUCTURE STAIR TOWER ELEVATIONS	DRAWING NO. DATE

A7.2  
RECORD  
DRAWING  
DATE: DECEMBER 1998

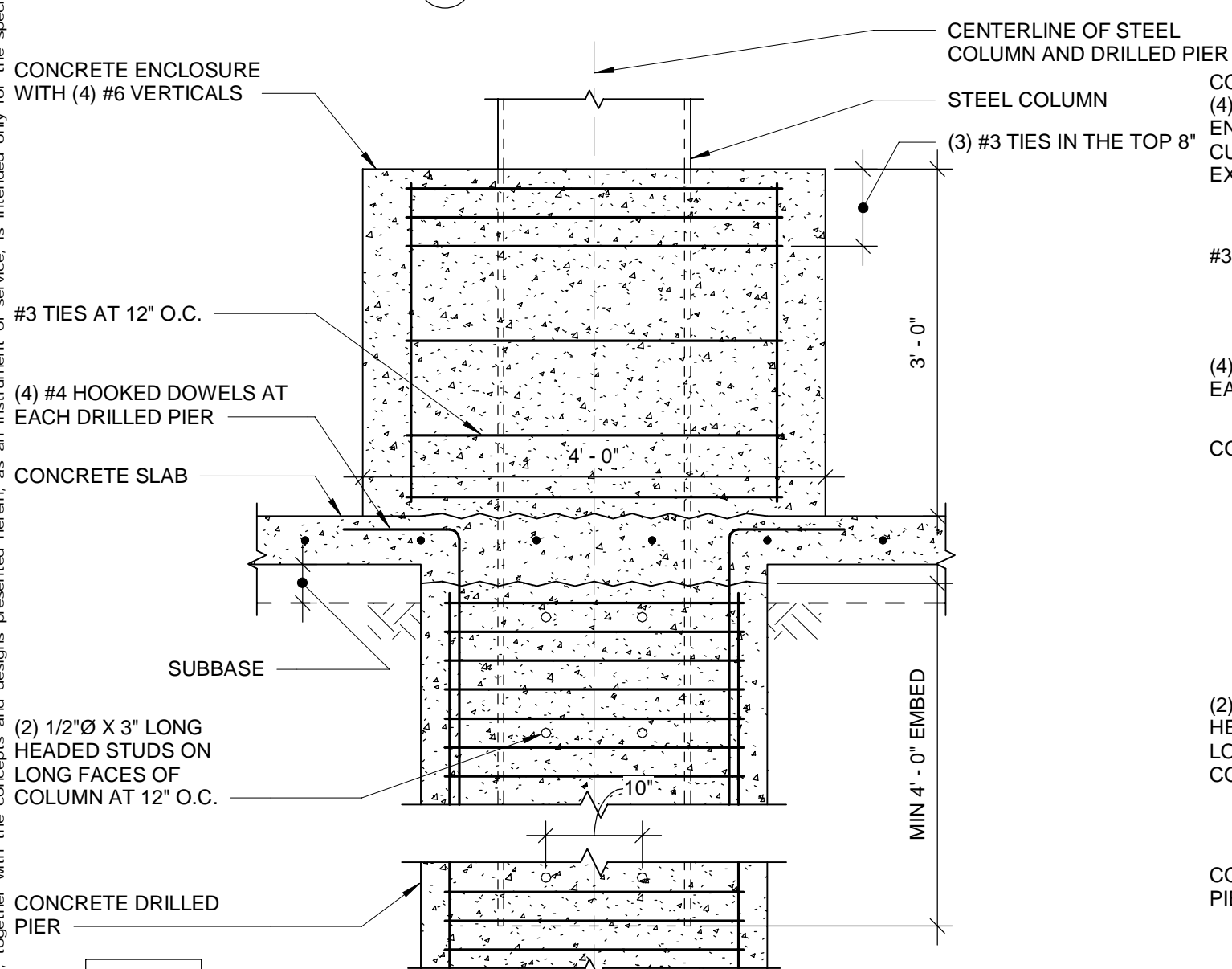
Plotted By: Silva, Hector Date: October 10, 2022 12:01:00pm File Path: K:\ren\_aviation\NO\091479021 - rtaa terminal loop road\07\_CAD\References\111b.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



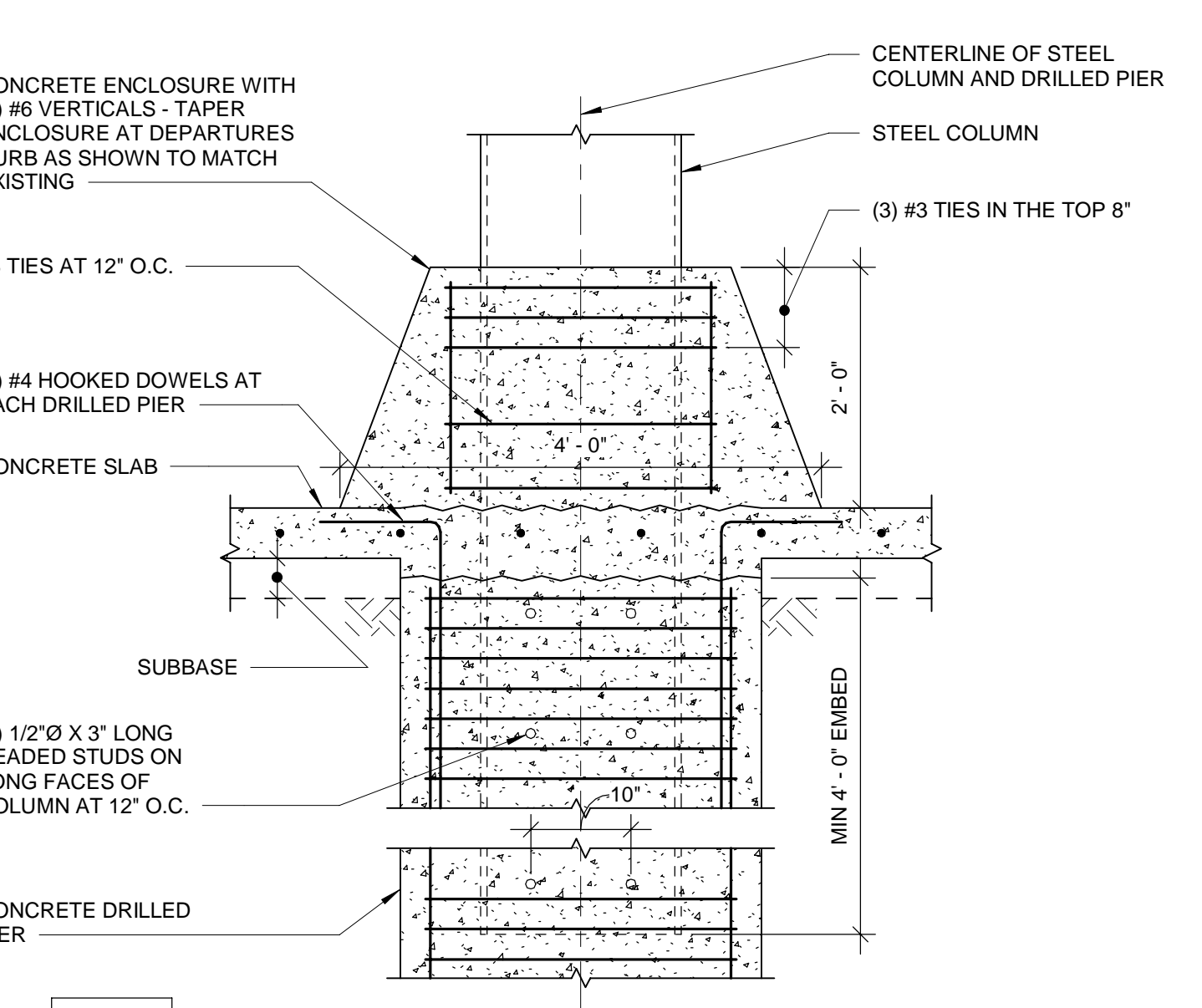
**105** CANOPY SECTION AT ARRIVALS CURB  
 S-3.01 NOT TO SCALE  
 091479021 AS NOTED



**107** CANOPY SECTION AT DEPARTURES CURB  
 S-3.01 NOT TO SCALE  
 091479021



**101** STEEL CANOPY COLUMN AT DRILLED PIER AT ARRIVALS CURB  
 S-3.01 NOT TO SCALE  
 091479021



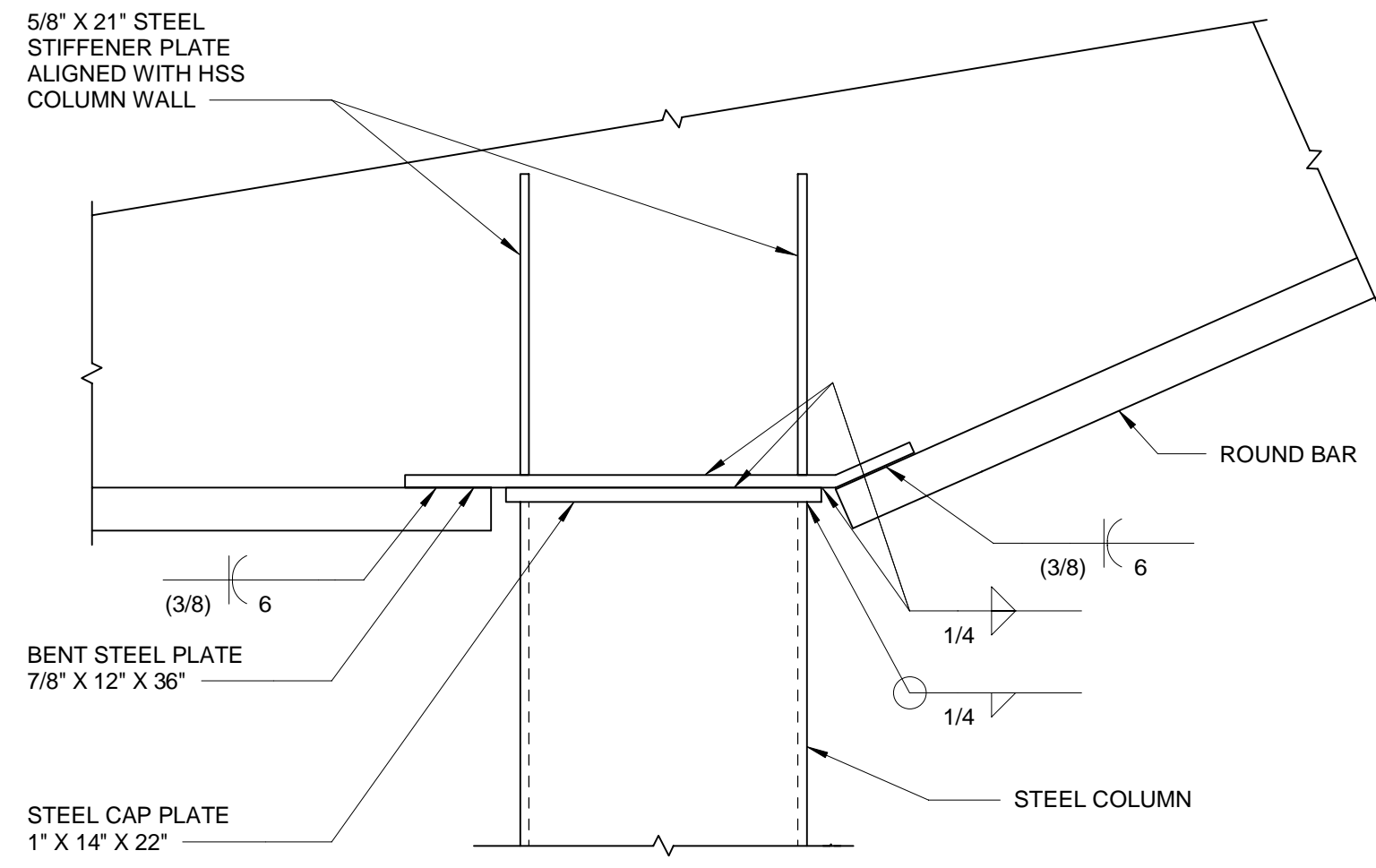
**102** STEEL CANOPY COLUMN AT DRILLED PIER AT DEPARTURES CURB  
 S-3.01 NOT TO SCALE  
 091479021



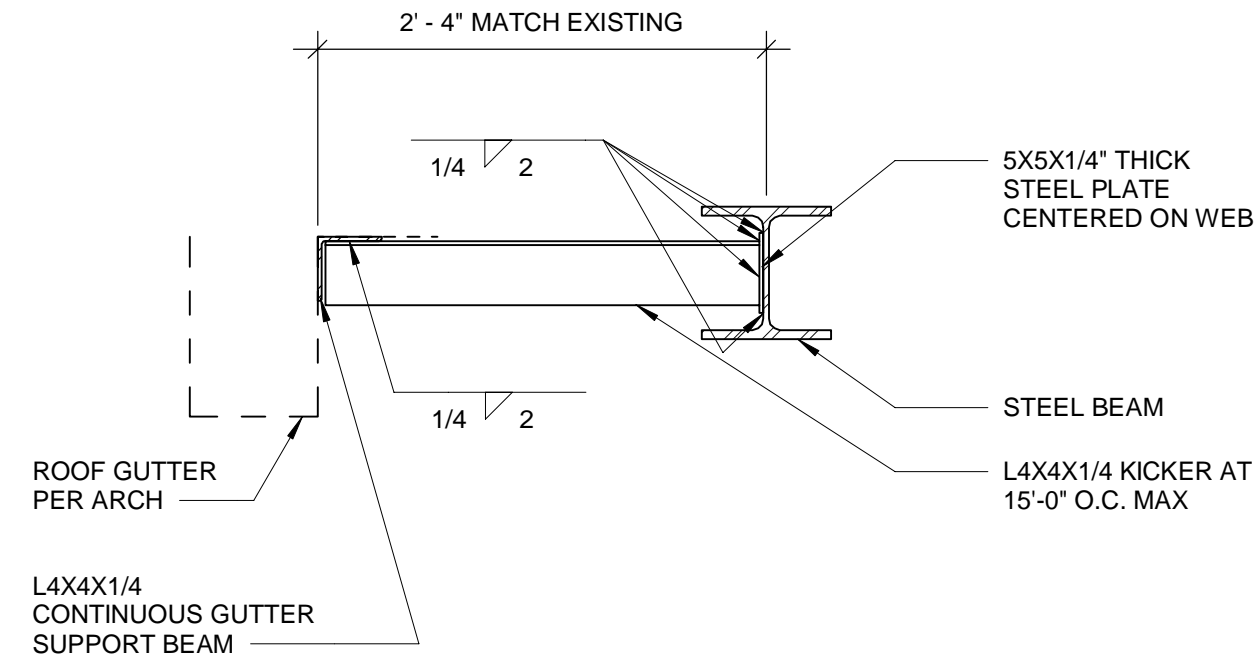
KHA PROJECT 092528018	DESIGNED BY: PC	CHECKED BY: PS
	DRAWN BY: CI	

Rev.	Date	Description

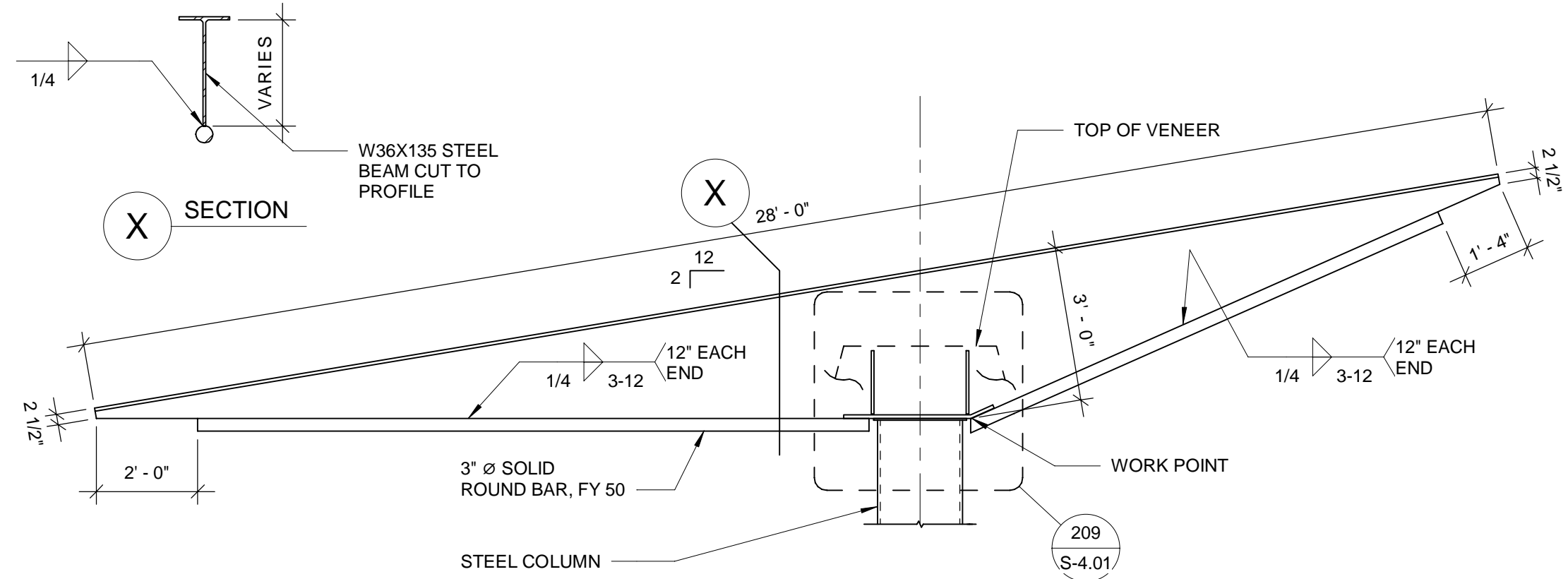
Plotted By: Silva, Hector Date: October 10, 2022 12:01:00pm File Path: K:\ren\_aviation\RM\091479021 - rtaa Terminal loop road\07\_CAD\References\111b.dwg  
 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, and shall be without liability to Kimley-Horn and Associates, Inc.



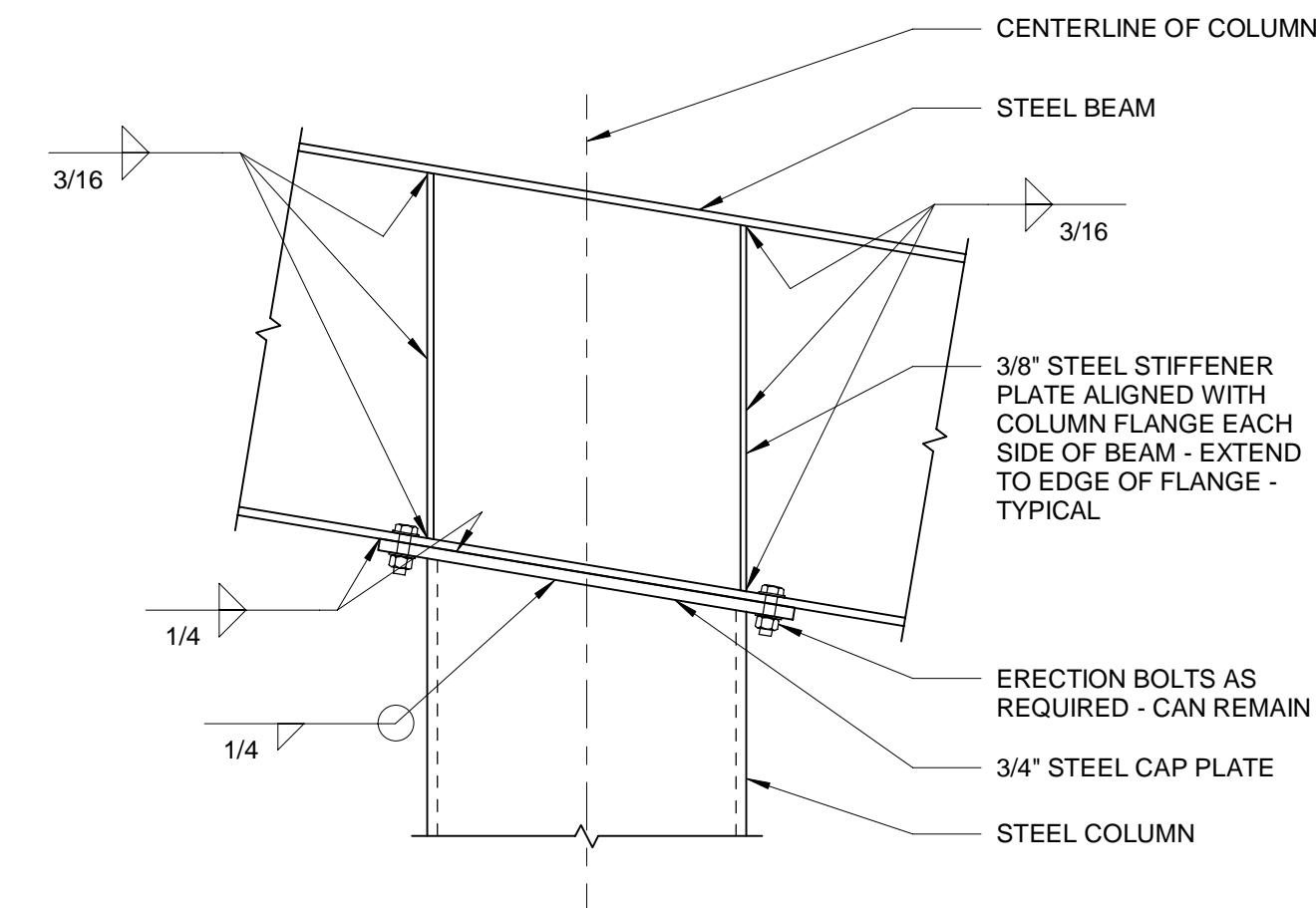
**209** TAPERED STEEL BEAM TO STEEL COLUMN CONNECTION  
S-4.01 NOT TO SCALE  
091479021



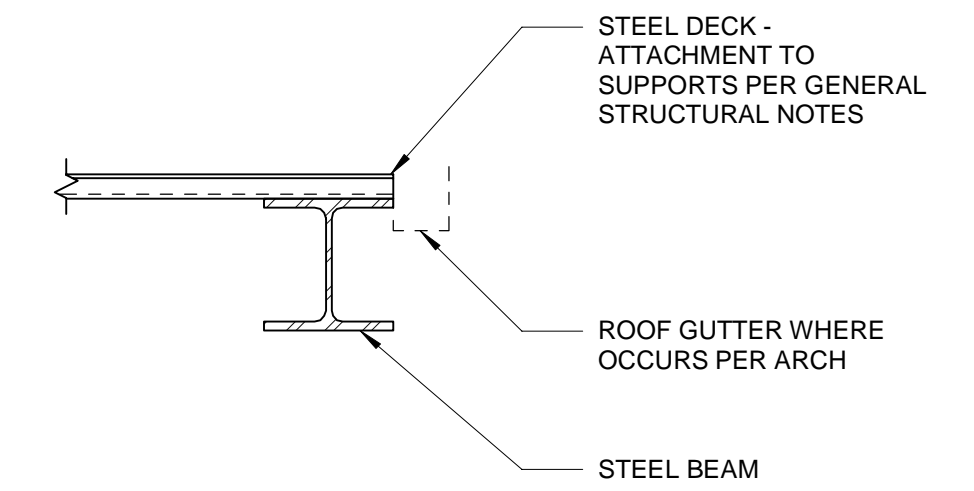
**211** ROOF GUTTER SUPPORT  
S-4.01 NOT TO SCALE  
091479021



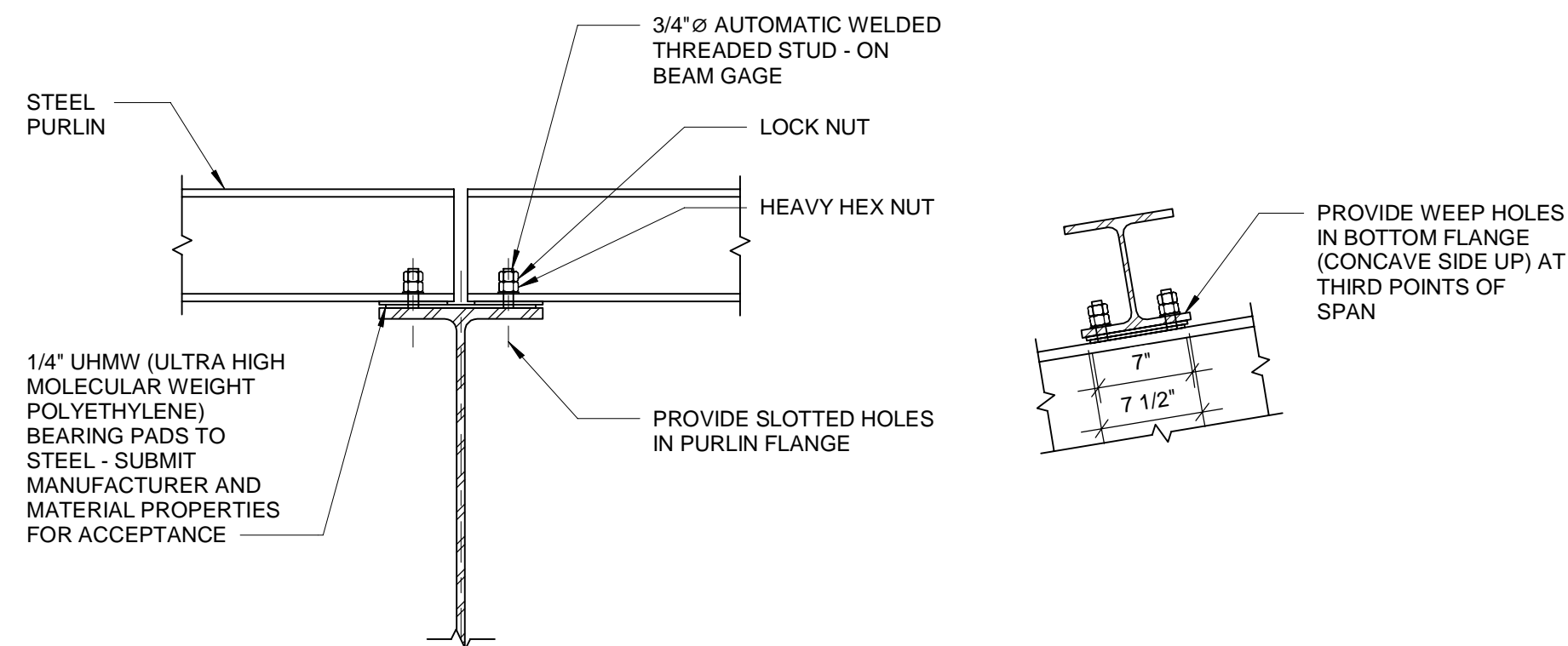
**205** TAPERED STEEL BEAM AT STEEL COLUMN  
S-4.01 NOT TO SCALE  
091479021



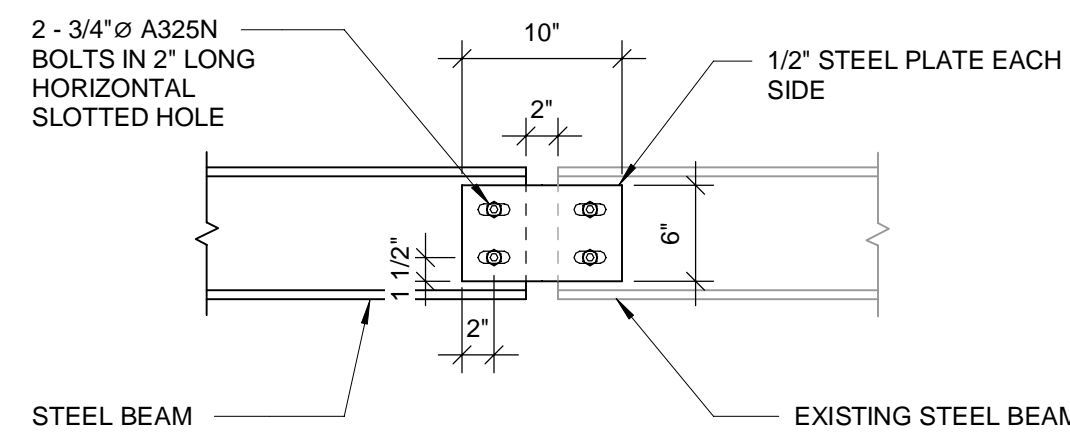
**207** STEEL BEAM TO STEEL COLUMN CONNECTION  
S-4.01 NOT TO SCALE  
091479021



**208** STEEL DECK AT STEEL BEAM  
S-4.01 NOT TO SCALE  
091479021



**201** STEEL PURLIN CONNECTION TO STEEL CANOPY BEAM  
S-4.01 NOT TO SCALE  
091479021



**203** STEEL PURLIN AT EXISTING STEEL PURLIN  
S-4.01 NOT TO SCALE  
091479021

Rev.	Date	Description





## **ATTACHMENT D SITE PHOTOS**





