



**NOTICE OF MEETING OF THE
CARSON AREA METROPOLITAN PLANNING
ORGANIZATION (CAMPO)**

Day: Wednesday
Date: October 11, 2017
Time: Beginning at 4:30 pm
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Carson Area Metropolitan Planning Organization (CAMPO) is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson Area Metropolitan Planning Organization staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or Comments@CarsonAreaMPO.com, or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted on the CAMPO website at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. AGENDA MANAGEMENT NOTICE: The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

3. DISCLOSURES: Any member of the CAMPO Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the CAMPO's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

4. PUBLIC COMMENT: Members of the public who wish to address the CAMPO Board may approach the podium and speak on any matter relevant to or within the authority of CAMPO. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future CAMPO meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

5. APPROVAL OF MINUTES:

5.A (For Possible Action) September 13, 2017 Draft Minutes

6. PUBLIC MEETING ITEM(S):

6.A (Informational) Update on CAMPO's Fiscal Year 2017-2018 Unified Planning Work Program (UPWP) transit rider preference survey (Task 5.2).

Staff Summary: Staff has begun development of a transit rider preference survey for the Jump Around Carson (JAC) transit system, and will provide an update to date and an outlook on future impacts.

6.B (For Possible Action) To approve a set of performance targets as it relates to the Transit Asset Management Plan under the requirements of the Federal Transit Administration's Transit Asset Management Final Rule.

Staff Summary: The proposed set of performance targets is part of the requirements under the Federal Transit Administration's (FTA) Transit Asset Management (TAM) Final Rule. These targets must be established on an annual basis for capital assets used in the provision of transit service. CAMPO's performance targets include only Rolling Stock and Facilities, as defined by the Final Rule.

6.C (For Possible Action) To approve the expenditure of \$66,790.00 to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account and to recommend approval of Contract No. 1718-064 FY 18 Carson City Pavement Management Services to Dynatest North America, Inc. for a total not to exceed amount of \$66,790.00, to the Carson City Regional Transportation Commission (RTC).

Staff Summary: Carson Area Metropolitan Planning Organization (CAMPO) released a formal Request for Proposals (RFP) for qualified firms to submit proposals for FY 2018 Pavement Management Services on August 10, 2017. Contract No. 1718-064 satisfies the activities described within Task 3.2 Maintain Pavement Management System of CAMPO's 2017/2018 Unified Planning Work Program (UPWP).

6.D (For Possible Action) To formally support Carson City's pursuit for a grant with the U.S. Department of Transportation for Transportation Investment Generating Economic Recovery (TIGER) discretionary grant funding for the South Carson Street Complete Streets project and to authorize the Chair to sign a letter of support.

Staff Summary: The Public Works Department is seeking support on a grant application to the U.S. Department of Transportation for TIGER discretionary grant funding for the South Carson Street Complete Streets project.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):

7.A Future Agenda Items

8. BOARD COMMENTS (Information only): Status reports and comments from the members of the CAMPO Board.

9. PUBLIC COMMENT: Members of the public who wish to address the CAMPO Board may approach the podium and speak on any matter relevant to or within the authority of CAMPO. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future CAMPO meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

10. The Next Meeting is Tentatively Scheduled: 4:30 p.m., Wednesday, November 8, 2017, at the Sierra Room - Community Center, 851 East William Street.

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations on Thursday, October 5, 2017, before 5:00 p.m.:

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Center, Sierra Room, 851 East William Street

Carson City Public Works, 3505 Butti Way

Carson City Planning Division, 108 E. Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

Lyon County Manager's Office, 27 South Main Street, Yerington

Nevada Department of Transportation, 1263 S. Stewart Street, Carson City

City Website: www.carson.org/agendas

State Website: <https://notice.nv.gov>

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Minutes of the September 13, 2017 Meeting

Page 1

DRAFT

A regular meeting of the Carson Area Metropolitan Planning Organization was scheduled for 4:30 p.m. on Wednesday, September 13, 2017 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Mark Kimbrough
Member Lori Bagwell
Member Jon Erb
Member Bob Hastings
Member Jim Smolenski
Member Jack Zenteno
Ex-Officio Member Sondra Rosenberg

STAFF: Darren Schulz, Public Works Department Director
Lucia Maloney, Transportation Manager
Dirk Goering, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Hailey Lang, Transportation Planner
Dan Yu, Deputy District Attorney
Kathleen King, Chief Deputy Clerk

NOTE: A recording of these proceedings, the CAMPO's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

- 1. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:31:20)** - Chairperson Kimbrough called the meeting to order at 4:31 p.m. Ms. King called the roll; a quorum was present. Vice Chairperson Bonkowski was absent.
- 2. AGENDA MANAGEMENT NOTICE (4:31:50)** - Chairperson Kimbrough entertained modifications to the agenda; however, none were forthcoming.
- 3. DISCLOSURES (4:32:02)** - Chairperson Kimbrough entertained disclosures; however, none were forthcoming.
- 4. PUBLIC COMMENT (4:32:10)** - Chairperson Kimbrough entertained public comment; however, none was forthcoming. (4:38:07) At Chairperson Kimbrough's request, Ms. Maloney introduced herself and provided background information on her experience, her residence in the area, and her education.
- 5. ACTION ON APPROVAL OF MINUTES - August 9, 2017 (4:32:32)** - Chairperson Kimbrough entertained suggested revisions and, when none were forthcoming, a motion. **Member Bagwell moved to approve the minutes, as presented. Member Smolenski seconded the motion. Motion carried 6-0.**

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Minutes of the September 13, 2017 Meeting

Page 2

DRAFT

6. PUBLIC MEETING ITEMS:

6(A) POSSIBLE ACTION ON APPROVAL OF AN AMENDMENT TO THE FY 2017 / 18 UNIFIED PLANNING WORK PROGRAM (“UPWP”) TO MOVE \$30,000 FROM TASK 4.3, INVENTORY AND UPDATE TO CARSON CITY ADA TRANSITION PLAN, TO TASK 3.2, MAINTAIN PAVEMENT MANAGEMENT SYSTEM (4:33:07) - Chairperson Kimbrough introduced this item, and Ms. Maloney reviewed the agenda materials. Ms. Maloney and Ex-Officio Member Rosenberg responded to questions of clarification. Chairperson Kimbrough entertained additional questions or comments of the CAMPO members and of the public and, when none were forthcoming, a motion. **Member Smolenski moved to approve an amendment to the FY 2017 / 18 Unified Planning Work Program, to move \$30,000 from Task 4.3, Inventory and Update to Carson City ADA Transition Plan, to Task 3.2, Maintain Pavement Management System. Member Bagwell seconded the motion.** Chairperson Kimbrough entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 6-0.**

6(B) POSSIBLE ACTION TO DETERMINE THE SELECTION OF AN APPLICATION FOR A FY 2017 FEDERAL TRANSIT ADMINISTRATION 5310 GRANT TO BE SUBMITTED FOR FUNDING IN THE CAMPO PLANNING AREA (4:39:39) - Chairperson Kimbrough introduced this item, and Mr. Goering reviewed the agenda materials. Mr. Goering and Mr. Dollarhide responded to questions of clarification. Mr. Schulz provided additional clarification. Chairperson Kimbrough entertained public comment and, when none was forthcoming, a motion. **Member Bagwell moved to determine the selection of an application for a FY 2017 Federal Transit Administration 5310 grant to be submitted for funding in the CAMPO planning area. Member Zenteno seconded the motion.** Chairperson Kimbrough entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 6-0.**

6(C) POSSIBLE ACTION TO DETERMINE THE SELECTION OF AN APPLICATION FOR A FY 2017 FEDERAL TRANSIT ADMINISTRATION 5339 GRANT TO BE SUBMITTED FOR FUNDING IN THE CAMPO PLANNING AREA (4:43:43) - Chairperson Kimbrough introduced this item, and Mr. Goering reviewed the agenda materials. Chairperson Kimbrough entertained public comment and, when none was forthcoming, a motion. **Member Smolenski moved to determine the selection of an application for a FY 2017 Federal Transit Administration 5339 grant to be submitted for funding in the CAMPO planning area. Member Bagwell seconded the motion.** Chairperson Kimbrough entertained discussion on the motion. In response to a question, Mr. Yu advised that the proposed motion, as written in the staff report, was sufficient. Chairperson Kimbrough called for a vote on the pending motion. **Motion carried 6-0.**

6(D) INFORMATION ON THE SUBMITTAL OF AN APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2017 SECTION 5339(b) DISCRETIONARY FUNDS (4:45:55) - Chairperson Kimbrough introduced this item, and Mr. Dollarhide reviewed the agenda materials. Mr. Dollarhide responded to questions of clarification, and discussion followed. Chairperson Kimbrough entertained public comment; however, none was forthcoming.

6(E) INFORMATION ON AN AMENDMENT TO THE NEVADA UNIFIED CERTIFICATION PROGRAM (“NUCP”) AGREEMENT (4:53:10) - Chairperson Kimbrough introduced this item, and Mr. Dollarhide reviewed the agenda materials. Mr. Goering and Ms. Maloney responded to questions of clarification.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Minutes of the September 13, 2017 Meeting

Page 3

DRAFT

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS; FUTURE AGENDA ITEMS (4:55:49) - Chairperson Kimbrough introduced this item, and Ms. Maloney reviewed the tentative agenda for the October meeting.

8. CAMPO MEMBER COMMENTS (4:56:52) - Chairperson Kimbrough entertained CAMPO member comments. Ex-Officio Member Rosenberg advised that NDOT is currently reviewing proposals for a study on commuting patterns to the tri-center; "... focused on transit options but also looking at the various options for commuting patterns." Ex-Officio Member Rosenberg further advised that NDOT recently had its State Planning Research Program approved. "... that typically includes ... our ongoing planning activities at NDOT. We've been doing a lot of work to ... prioritize studies ... so we've added an update to the 395 Southern Sierra Corridor Study in Douglas County ... and then we're talking about next year actually doing a call for studies, planning activities from NDOT. We want to be their partner with the other agencies." Ex-Officio Member Rosenberg further advised that she will soon be on maternity leave, and that other NDOT representatives will be covering meetings for her. She responded to questions of clarification regarding accidents near the tri-center area.

9. PUBLIC COMMENT (5:00:05) - Chairperson Kimbrough entertained public comment; however, none was forthcoming.

10. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR 4:30 P.M. ON WEDNESDAY, OCTOBER 11, 2017, AT THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET (5:00:14) - Chairperson Kimbrough read this information into the record.

11. ACTION ON ADJOURNMENT (5:00:23) - Chairperson Kimbrough adjourned the meeting at 5:00 p.m.

The Minutes of the September 13, 2017 Carson Area Metropolitan Planning Organization meeting are so approved this _____ day of October, 2017.

MARK KIMBROUGH, Chair



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: October 11, 2017

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (Informational) Update on CAMPO's Fiscal Year 2017-2018 Unified Planning Work Program (UPWP) transit rider preference survey (Task 5.2).

Staff Summary: Staff has begun development of a transit rider preference survey for the Jump Around Carson (JAC) transit system, and will provide an update on the project to date and an outlook on future impacts.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Staff is developing a transit rider preference survey to capture public perception on the system's performance and their thoughts on how to improve service. Two surveys have been developed, one for each service type—fixed-route and paratransit—operated by JAC.

Temporary hires will be conducting the survey onboard all four fixed-route buses during various times of the week. A survey taker will be physically on board each route, interacting with customers and assisting them with the survey as needed. Operations staff will conduct the survey with paratransit clients. Additionally, the survey is expected to be made available via the JAC mobile application.

Results of the survey will be reported to CAMPO and the RTC, and will be incorporated into a future transit planning document anticipated with the 2019-2020 UPWP cycle.

Applicable Statute, Code, Policy, Rule or Regulation – N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 245-3028-431.12-01 Unified Planning Work Program

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: UPWP tasks are reimbursable with Federal planning funds at a rate of 95%. The 5% local match has been budgeted.

Alternatives – N/A

Supporting Material – JAC Fixed-Route and Paratransit Transit Surveys



JAC FIXED-ROUTE TRANSIT SURVEY

JAC is conducting a survey about JAC transit services. Your answers to the following questions will greatly assist in helping JAC understand how they are doing and what areas of the service can be improved. Please complete both sides.

1. Why do you ride JAC? (check all that apply)

- I am unable to drive due to disability or lack of driver's license
- Cost savings over owning/operating personal vehicle
- I prefer to ride the bus for social or other reasons
- Other, please specify _____

2. In April of 2017, JAC implemented changes to the bus routes. Since this time, the buses have typically been arriving at their stops on time.

- Agree Disagree

3. Please rank the following potential improvements to JAC in the order of your preference, with 1 being the highest rank and 9 being the lowest:

- ___ Additional days of service
- ___ Additional hours of service
- ___ Buses and bus stops with more amenities (i.e., wifi, more fare payment options, shelters at bus stop, etc.)
- ___ Friendlier drivers
- ___ Improved on-time performance (even if it means service to fewer areas of Carson City)
- ___ More frequent service
- ___ Reduced fares
- ___ Service to shopping centers on Topsy Lane
- ___ Other, please specify _____

4. JAC is considering adding electronic fare options. Would you be likely to use either of the following options to pay your bus fare?

- Yes No Reloadable card (similar to a prepaid/pay-as-you-go Visa card that can be reloaded at JAC ticket outlets or online)
- Yes No Mobile app (this would allow you to scan your smartphone upon boarding)

5. Please provide your thoughts on the following (you may indicate that you do not have any suggestions or that you do not ride a particular route)

- Route 1 could be improved by _____
- Route 2A could be improved by _____
- Route 2B could be improved by _____
- Route 3 could be improved by _____



6. Please indicate whether you agree or disagree to the following statements and why:

	<i>Agree</i>	<i>Disagree</i>	<i>Why?</i>
I feel safe and secure on the bus.	<input type="checkbox"/>	<input type="checkbox"/>	_____
The buses are comfortable and clean.	<input type="checkbox"/>	<input type="checkbox"/>	_____
The bus service is convenient for me.	<input type="checkbox"/>	<input type="checkbox"/>	_____
The bus fares are affordable.	<input type="checkbox"/>	<input type="checkbox"/>	_____

7. How often do you usually ride JAC? (please circle one)

- a. 5 or more times per week
- b. 3-4 times per week
- c. 1-2 times per week
- d. Less than once per week
- e. Rarely or never

8. How do you get information and news about JAC? (check all that apply)

- JAC website
- JAC mobile app
- JAC System Map & Transit Guide
- Newspaper (i.e., *Nevada Appeal*)
- Notices posted on buses
- Asking bus drivers
- Word of mouth
- Other, please specify _____

9. Are you aware that JAC has a free mobile app with real-time vehicle information?

Yes No

10. Is there anything else you would like to tell us? _____

11. Finally, please provide the following general information:

Date: _____ Time: _____

Your age: Up to 17 18-29 30-45 46-59 60+

Where do you live: (zip code) _____

Thank you for taking the time to give us your comments!



JAC ASSIST TRANSIT SURVEY

JAC Assist is conducting a survey about JAC Assist services. Your answers to the following questions will greatly assist in helping JAC understand how they are doing and what areas of the service can be improved. Please complete both sides.

1. How frequently are you able to schedule days/times that you would like to travel?
(please circle one)
 - a. All of the time
 - b. Most of the time
 - c. Rarely
 - d. Never

2. If you answered “Rarely” or “Never” to the question above, have you changed your schedule to make it easier to book trips (i.e., you now go to the grocery store after 5pm instead of mid-day)?
 Yes No

3. How long does it usually take to book a trip? (please circle one)
 - a. Less than 5 minutes
 - b. 5 – 15 minutes
 - c. 15 minutes – 1 hour
 - d. 1 hour – 1 day
 - e. More than 1 day

4. If it typically takes longer than 5 minutes to book a trip, what is usually the reason? (please circle one)
 - a. Put on hold
 - b. Lack of customer service representative knowledge
 - c. Technical issues
 - d. Difficulty negotiating trip time
 - e. Slow response time of customer service representative after you have left a message
 - f. Other, please specify _____

5. Please indicate whether you agree or disagree with the following statements and why:

	<i>Agree</i>	<i>Disagree</i>	<i>Why?</i>
I feel safe and secure on the bus.	<input type="checkbox"/>	<input type="checkbox"/>	_____
The buses are comfortable and clean.	<input type="checkbox"/>	<input type="checkbox"/>	_____
The bus service is convenient for me.	<input type="checkbox"/>	<input type="checkbox"/>	_____
The bus fares are affordable.	<input type="checkbox"/>	<input type="checkbox"/>	_____
The bus operators care about passengers.	<input type="checkbox"/>	<input type="checkbox"/>	_____



6. Have you ever ridden on JAC fixed route buses?

Yes No

7. If you answered “No” to the question above, why not?

8. All JAC fixed-route buses are Americans with Disabilities Act (ADA) accessible. If you were able to receive one-on-one training with a JAC Assist representative to assist you with learning how to ride JAC fixed route buses, would you be interested in this type of training?

Yes No

9. If you answered “Yes” to the question above, would you convert some or most of your trips to fixed route if you discovered that it was convenient for you?

Yes No

10. If you answered “yes” to either of the questions above (#8 or #9), may JAC Assist contact you about setting up this type of training? (provide contact info below)

Yes No

Name: _____ Phone: _____

11. Please rank the following potential improvements to JAC Assist in the order of your preference, with 1 being the highest rank and 8 being the lowest:

___ Additional days of service

___ Additional hours of service

___ Expanded service area

___ Friendlier drivers

___ Increased availability of my desired trip time

___ Reduced fares

___ Reduced travel times

___ Other (specify) _____

12. Is there anything else you would like to tell us? _____

13. Finally, please provide the following general information:

Date: _____ Time: _____

Your age: Up to 17 18-29 30-45 46-59 60+

Thank you for taking the time to give us your comments!



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: October 11, 2017

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (For Possible Action) To approve a set of performance targets as it relates to the Transit Asset Management Plan under the requirements of the Federal Transit Administration's Transit Asset Management Final Rule.

Staff Summary: The proposed set of performance targets is part of the requirements under the Federal Transit Administration's (FTA) Transit Asset Management (TAM) Final Rule. These targets must be established on an annual basis for capital assets used in the provision of transit service. CAMPO's performance targets include only Rolling Stock and Facilities, as defined by the Final Rule.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to approve a set of performance targets as it relates to the Transit Asset Management Plan under the requirements of the Federal Transit Administration's Transit Asset Management Final Rule.

Background/Issues & Analysis

The Moving Ahead for Progress in the 21st Century Act (MAP-21) required the Secretary of Transportation to develop rules to establish a system to monitor and manage public transportation assets to improve safety and increase reliability and performance, and to establish performance measures. The Fixing America's Surface Transportation (FAST) Act reaffirmed this requirement.

CAMPO's TAM Plan must be completed by October 1, 2018 and updated at least every four years. Performance targets must be established in anticipation of the FY 2018 annual reporting to FTA's National Transit Database (NTD).

The following performance targets are proposed:

- 20% - Percentage of Rolling Stock (revenue vehicles only) that have met or exceeded their respective Useful Life Benchmark (acceptable age of a vehicle in service)
- 0% - Percentage of Facilities with a condition rating below 3 (Adequate)

The FTA defines Useful Life Benchmark (ULB) as the expected lifecycle of a capital asset for a particular transit provider's operating environment, or the acceptable age of a vehicle. This measure is different from the FTA's definition of Useful Life used to determine federal interest of an asset purchased with FTA funds. CAMPO uses the default ULB for each revenue vehicle type—14 years for Bus (BU), 10 years for Cutaway (CU), and eight years for Van (VN).

Presently, Jump Around Carson (JAC) has three types of revenue vehicles in the Rolling Stock asset class—Bus (BU), Cutaway Bus (CU), and Van (VN). There are seven vehicles each in the JAC fleet for the BU and CU asset classes, and one VN vehicle. Two CU vehicles and one VN vehicle will have met their

Useful Life Benchmark (ULB) by the end of fiscal year 2018. This equates to three of 15 (or 20%) Rolling Stock revenue vehicles meeting their ULB by the end of fiscal year 2018.

Buildings qualifying as part of the Facilities asset class include the JAC maintenance and administrative facilities. The portion of the City's Fleet Maintenance facility that was added during the recent fleet maintenance facility expansion is in like-new condition, so it does not fall below the condition rating of three on the FTA's Transit Economic Requirement Model (TERM) one to five scale. While the administrative facility is dated, it is able to perform its designed function and does not pose a known unacceptable safety risk. Additionally, JAC is expected to relocate its administration office and bus yard in the near future. Therefore, zero of these two qualifying facilities will have fallen below a condition rating of three on the TERM scale by the end of fiscal year 2018.

Applicable Statute, Code, Policy, Rule or Regulation – 49 U.S.C. 5326; 49 C.F.R. 625; 49 C.F.R. 630

Financial Information – N/A

Alternatives – N/A

Supporting Material – N/A

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: October 11, 2017

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: (For Possible Action) To approve the expenditure of \$66,790.00 to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account and to recommend approval of Contract No. 1718-064 FY 18 Carson City Pavement Management Services to Dynatest North America, Inc. for a total not to exceed amount of \$66,790.00, to the Carson City Regional Transportation Commission (RTC).

Staff Summary: Carson Area Metropolitan Planning Organization (CAMPO) released a formal Request for Proposals (RFP) for qualified firms to submit proposals for FY 2018 Pavement Management Services on August 10, 2017. Contract No. 1718-064 satisfies the activities described within Task 3.2 Maintain Pavement Management System of CAMPO's 2017/2018 Unified Planning Work Program (UPWP).

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to approve the expenditure of \$66,790.00 to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account and to recommend approval of Contract No. 1718-064 FY 18 Carson City Pavement Management Services to Dynatest North America, Inc. for a total not to exceed amount of \$66,790.00, to the Carson City Regional Transportation Commission (RTC).

Background/Issues & Analysis

A formal RFP was released on August 10, 2017 and proposals were accepted through 2pm on August 24, 2017. The project consists of a field survey of 285 center line miles of roadways within Carson City with network referencing, GIS linkage, method to QA/QC collected data, and coordination and delivery of data to Carson City and the University of Nevada, Reno, in a method compatible with MicroPAVER and acceptable to Carson City Staff. The pavement survey will be conducted in October and November, 2017.

Six proposals were submitted, of which two firms were selected for interviews. Interviews were conducted on September 13, 2017. The proposal evaluation and interview panel consisted of two representatives from Carson City and one from the University of Nevada, Reno. Proposals were evaluated based on the following:

- Project Experience: Proposer demonstrates experience with similar projects, and has an excellent performance record.
- Project Manager: Demonstrated experience and abilities.

- **Technical Capacity:** Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization and proposed project team.
- **Project Approach:** Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits competence regarding the proposed project. Proposer exhibits insightful approach to the project design.

CAMPO staff is recommending execution of the contract with Dynatest North America, Inc. in the amount of \$66,790.00. CAMPO is being asked to approve the expenditure of funding from the CAMPO/UPWP Account and to recommend approval of the aforementioned Pavement Management Services contract to RTC.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: CAMPO/Unified Planning Work Program Account / 245-3028-431.12-01

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The contract amount was budgeted under Task 3.2 Maintain Pavement Management System of CAMPO's 2017/2018 Unified Planning Work Program (UPWP). The required 5% local match is \$3,340.00.

Alternatives

Not approve expenditure of funds and not recommend award the contract.

Supporting Material

Draft contract

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 2) _____ _____

 (Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

THIS CONTRACT is made and entered into this 11th day of October, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Dynatest North America, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract (does involve ___) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT'S compensation under this agreement (does X) (does not ___) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1718-064** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until signed by all parties and insurance certificates are received.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:
(OMITTED)

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from October 11, 2017 to December 31, 2017, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Dr. Alvaro Ulloa-Calderon, Senior Engineer
Dynatest North America, Inc.
165 South Chestnut St.
Ventura, CA 93001
805-648-2230
email: aulloa@dynatest.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Rader, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362
LRader@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty Six Thousand Seven Hundred Ninety Dollars and 00/100 (\$66,790.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

5.6 CITY does not agree to reimburse CONSULTANT for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONSULTANT.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall CONSULTANT be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONSULTANT shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against CONSULTANT for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONSULTANT of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If CONSULTANT fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance Section 19 (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities,

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. **LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. **GENERAL WARRANTY:**

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. **PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Chief Financial Officer
Attn: Laura Rader, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LRader@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Laura Rader, CPPB

Funding Source: 245-3028-431.12-01

By: _____

Dated _____

PROJECT CONTACT PERSON:

Lucia Maloney
775-283-7396

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Dr. Alvaro Ulloa-Calderon

TITLE: Senior Engineer

FIRM: Dynatest North America, Inc.

CARSON CITY BUSINESS LICENSE #: 17-

Address: 165 South Chestnut St.

City: Ventura **State:** CA **Zip Code:** 93001

Telephone: 805-648-2230

E-mail Address: Aulloa@dynatest.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-064

Title: Pavement Management Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of October 11, 2017, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-064** and titled **FY 18 Carson City Pavement Management Services**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 11th day of October, 2017.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 11th day of October, 2017.

Dynatest North America, Inc.

Technical Proposal

RFP 1718-064: FY 18 Carson City Pavement Management Services

Prepared For:

Carson City



Proposal Due Date: 24 August 2017

DYNATEST NORTH AMERICA, INC.
165 S Chestnut St, Ventura, CA 93001
UNITED STATES OF AMERICA
(805) 648-2230
AUlloa@dynatest.com
www.dynatest.com

Laura Rader, CPPB
Purchasing and Contracts Administrator
Carson City Executive Office-Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701 – Telephone: 775-283-7362

Reference: RFP 1718-064 — FY18 Carson City Pavement Management Services

Ms. Laura,

Dynatest North America, Inc. (Dynatest) is pleased to submit this proposal to provide semi-automated pavement distress data collection and pavement management system (PMS) update to the Carson City (City). Dynatest has more than 40 years of pavement engineering expertise, an extensive resume of similar, successfully-completed projects, and state-of-the-art pavement evaluation equipment and software necessary for the success of this project.

We understand the City has identified pavement management services that are to be performed under this RFP, including: (1) Pavement Condition survey and assessment on 364 lane miles of the City (about 285 Centerline miles), (2) network referencing, GIS linkage and updating the City's MicroPAVER (aka PAVER) database with the latest inspection and Pavement Condition Index (PCI) data. We fully understand these types of projects, and we are confident that we can provide high-quality, cost-effective pavement data collection and pavement management services to the City. This project will be managed by Dr. Alvaro Ulloa, PE (California and Texas) out of our nearby Ventura, CA office. The project manager will not be removed from the project without permission of the City or consultant may forfeit the project.

Dynatest will collect pavement imagery and identify and classify distresses using our state-of-the-art pavement evaluation equipment and customized software. The identified distresses will be imported into PAVER to get the PCI values according ASTM D6433 standard. It is worth noting that Dynatest is currently responsible for developing the PAVER Pavement Management System for the US Army Corps of Engineers (USACE). We have worked collaboratively with USACE in enhancing and improving the system for the past several years and we have performed PAVER implementations and updates for public agencies in the United States and globally. Dynatest also developed the 2D and 3D image-based PCI survey method currently used by several agencies in performing semi-automated PCI surveys. In addition, our software directly exports the processed data into PAVER, making the procedure **error-free**.

We have organized our proposal in the same manner in which the City's RFP was written to demonstrate our project understanding and capabilities clearly and concisely. Dynatest's proposal includes all information requested by the City. Section 1 provides our **project experience**, Section 2 provides our **technical capacity**, Section 3 addresses **project approach**.

Thank you for this opportunity to provide our proposal. Please do not hesitate to contact us with any questions or concerns.

Sincerely,
DYNATEST NORTH AMERICA, INC.



Alvaro Ulloa, PhD, PE
Senior Engineer
AUlloa@dynatest.com

Table of Contents

1	PROJECT EXPERIENCE	i
2	TECHNICAL CAPACITY	2
2.1	Key Personnel and Project Manager	3
2.2	Project Manager Resume	4
3	PROJECT APPROACH	5
3.1	Kick-off Meeting.....	5
3.2	Review the City’s existing MicroPAVER and PMS Report.....	5
3.3	Method for Collecting and Recording Data	5
3.3.1	<i>Pavement Condition Survey System (PCSS) Overview</i>	<i>6</i>
3.3.2	<i>Dynatest Explorer and the Distress Rating Module (DE/DRM).....</i>	<i>8</i>
3.3.3	<i>Network Referencing and GIS Linkage.....</i>	<i>9</i>
3.3.4	<i>PCI Calculation</i>	<i>9</i>
3.3.5	<i>Quality Control/Quality Assurance Program.....</i>	<i>10</i>

1 PROJECT EXPERIENCE

Dynatest has the necessary, state-of-the-art equipment, experienced personnel, and consulting expertise to meet and exceed all of the requirements set forth in the City's RFP. Our team has performed similar services in De Luz Community, CA; City of Redlands, CA; City of Villa Park, CA; City of Alexandria, VA; City of Minneapolis, MN; City of Indianapolis, IN; Bismarck-Mandan MPO, ND; City of Wichita Falls, TX; City of Frisco, TX; Anchorage, AK; Topeka, KS; Oviedo, FL; Morgantown, WV, 30 counties across OH, WV, MI, PA as part of evaluation of haul roads for Rover Pipeline; Cook County, IL; Snohomish County, WA, Prince George County, MD, TxDOT, CALTRANS and several military installations with similar works as stated in this RFP. From 2001 to 2015, Dynatest has performed the annual TxDOT (Texas) Pavement Management Information System (PMIS) pavement condition survey which consists of inspecting 91,000 miles of TxDOT managed roadways annually. **The TxDOT PMIS pavement condition survey is the largest annual pavement condition survey on earth, and we have delivered on-time and within budget.** An overview of sample projects with similar scope and services are shown below.

De Luz Community, CA 2017: Dynatest was retained by De Luz Community, CA to perform pavement condition evaluations in 180 lane miles of De Luz Community and update their pavement management system. This project was completed on time and budget.

The Scope of Work included:

- Perform semi-automated Pavement Condition Survey (PCI)
- Customize and implement a pavement management system (PAVER)
- Develop GIS system for the City and Interface pavement conditions with GIS
- Prioritize streets in the City's resurfacing and reconstruction program
- Maintenance and Rehabilitation planning and budget analysis and reporting



Key Dynatest Staff: Dr. Donovan served as the Dynatest Principal in Charge, Dr. Ulloa served as Dynatest Project Manager and Dr. Khosravifar served as project engineer. For more information about our performance during this project, please contact:

Mrs. Theresa Snyder, Accounting Administrator
Phone: 951-696-0060 Ext. 202 | Tsnyder@deluzcsd.org

City of Wichita Falls, TX 2010, 2013, 2014, 2016, 2017: City of Wichita Falls, TX, chose Dynatest to provide a pavement condition survey, analysis, and reporting services for its network of approximately 540 lane miles. Dynatest worked with the city to build a comprehensive inventory database, performed pavement distress survey to populate the database, calculated the pavement condition score using MicroPAVER, and then linked the pavement condition data into a map using the City's geographic information system (GIS). Dynatest develop comprehensive resurface and reconstruction programs, prepared a "State of the Streets" report, and provided on-site pavement management training.



Key Dynatest Staff: Mr. Gokhale served as Principal Engineer, Dr. Ulloa served as a Project Manager, and Dr. Khosravifar served as project engineer.

For more information about our performance during this project, please contact:

Ms. Teresa Rose, P.E., Deputy Director of Public Works
(940) 761-7477 | teresa.rose@wichitafallstx.gov

Cook County, IL 2009 and 2015: Dynatest was awarded a contract by the Cook County Highway Department to provide pavement engineering and management services on approximately 1,100 lane miles of County Cook managed roads. In this heavy traffic, high speed, urban area, manual foot-on-ground surveys were not deemed safe and feasible, and therefore Cook County decided to proceed with a semi-automated survey option following ASTM D6433-11. Dynatest deployed one of its state-of-the-art Multi-Function Vehicles (MFV) for this project, which was equipped with a laser line-scan pavement imaging system, a high definition Right-of-Way camera, inertial measurement unit (for highway geometrics) and a 7-point laser profiler for measurement of pavement roughness and rutting following ASTM E 1703E/1703M-95 and ASTM E950/E950-95. Dynatest successfully have been able to complete the requirements of this project since 2011. Two PAVER training sessions were conducted for the County engineering personnel.



Key Dynatest Staff: Dr. Donovan (Project Manager), Dr. Ulloa (Project Manager), Mr. Mwumvaneza (Staff Engineer).

For more information about our performance during this project, please contact:

Mr. Salvatore LaMarca, P.E.

Highway Engineer

(312) 603-1700 | salvatore.LaMarca@cookcountyil.gov

U.S. Army Corps of Engineers (USACE), 2013 to Present: Dynatest is a consultant-of-choice for the Department of Defense (DoD) and has performed pavement condition surveys and analyses for more than 30 Air Force and Army all across the country during the last five years alone. In March 2013, Dynatest received a 5-year Indefinite Delivery – Indefinite Quantity (IDIQ) contract with the US Army Corps of Engineers to provide additional pavement condition survey and analysis services for different army bases.



**US Army Corps
of Engineers®**

Key Dynatest Staff: Dr. Donovan (Senior Engineer), Mr. Salil Gokhale (Senior Engineer), Mr. Mwumvaneza (Staff Engineer).

For more information about our performance for the US Army Corps of Engineers, please contact:

Dr. M. Y. (Mo) Shahin, P.E.

USACE Program Manager

(217) 369-0609 | mo@myshahin.com

2 TECHNICAL CAPACITY

Dynatest is the global leader in pavement engineering consulting services and equipment. Our team of pavement engineers provides practical, data-driven solutions that maximize pavement performance and minimize lifecycle cost. We are committed to providing the best pavement testing equipment and support while continually advancing the state-of-the-art in pavement technology. Dynatest understands that the successful completion of this project will enable the City to choose the appropriate maintenance and/or rehabilitation strategies based on field collected data. Dynatest has the expertise, practical project experience, and local presence necessary to make this a successful project.

Dynatest's greatest strength is in our project management and production personnel—highly trained professionals who work efficiently as a team on all aspects of a project. Our methods use the talents and creative energy of proven performers who have been involved in every area of pavement management and engineering projects for many years. We have assembled a team of professionals who, on both the national and local levels, demonstrate the highest degree of expertise available. Our project staff and inspectors are

committed to successfully accomplishing a project regardless of the location. Dynatest has offices located throughout the United States including Ventura, CA; Austin, Texas; Champaign, IL; Alpharetta, GA; Starke, FL; and Washington, DC. All project related services will be coordinated through our nearby Ventura office.

At Dynatest, we don't wait for new pavement evaluation technology to arrive on the market; we create it. While our Engineers, Inspectors, and Technicians are assessing thousands of miles of pavements each year for our clients, our research and development group is finding new and better ways to capture, analyze, and deliver data. Our clients in the private sector and federal, state, and local governments reap the benefits of Dynatest's visionary approach and state-of-the-art services and products. We lead the way in equipment manufacturing, pavement engineering consulting Services, and R&D/Software.

2.1 Key Personnel and Project Manager

Our proposed project manager and point of contact with the City is Dr. Alvaro Ulloa, PE. The services under this RFP will be managed out of our Ventura, CA office. Your success is important to us and our Dr. Ulloa, will be the Dynatest Project Manager dedicated to your project. Dr. Ulloa will respond expeditiously to all calls and emails, will personally attend the kickoff meeting, and can be at your offices as quickly as necessary during the project. Salil Gokhale, PE, will assist Dr. Ulloa as a Technical Advisor to the project team. He will help coordinate project tasks between Dr. Ulloa and the technical resources. Dynatest's greatest strength is in our project management and production personnel—highly trained professionals who work efficiently as a team on all aspects of a project. Our methods use the talents and creative energy of proven performers who have been involved in every area of pavement management and engineering projects for many years. For the City of Carson project, we have assembled a team of professionals who, on both the national and local levels, demonstrate the highest degree of expertise available. In addition to the key project team individuals, Dynatest has more than twenty (20) pavement condition inspectors and more than sixty (60) total employees located in the United States. Our project staff and inspectors are committed to successful completion of this project.

Our complete management team includes the following (followed by Project Manager resume);

- **Alvaro Ulloa, PhD, PE** – Project Manager will function as the Project Manager for this effort. As Project Manager, Dr. Ulloa will be the primary contact for the City's project management team. He will coordinate communications between all parties, while ensuring that scope, budget, schedule and client expectations are met throughout the project.
- **Salil Gokhale, PE** – Technical Advisor, – Mr. Gokhale will function as the Technical Advisor to the project team. Mr. Gokhale brings more than 16 years of experience in engineering, transportation and information technology to this role and is a nationally recognized pavement expert. For this project, Mr. Gokhale will work with Dr. Ulloa to assure that the project remains on track and on scope.
- **Philip Donovan, PhD, PE** – Data Acquisition Manager will oversee preparation for Fieldwork, and Field Operations. His team include data collection and data processing personnel. Dr. Donovan brings more than 20 years of experience in pavement structural and functional evaluation.
- **Vincent Mwumvaneza, EIT** – Data Processing Manager will lead data processing personnel on distress identification and classification of the collected imagery.
- **Sadaf Khosravifar, PhD** will perform as Pavement Management System Manager and will lead the Pavement Analysis team including development of PCI data, loading information PAVER and linkage to GIS.
- **Craig Cox** –Mr. Cox will perform as Quality Control/Quality Assurance Manager and will lead the QA/QC team to process and oversee deliverables for this project. Mr. Cox brings more than 20 years of experience in engineering, transportation and information technology to this role.

2.2 Project Manager Resume

Alvaro Ulloa, PhD, P.E.
Project Manager

EDUCATION Ph.D., Civil Engineering, University of Nevada, Reno, 2013
M.S., Civil Engineering, University of Nevada, Reno, 2009
Post-Baccalaureate Licensure in Civil Engineering, 2006

LICENSE PE (Civil Engineering), California, 83661
PE (Civil Engineering), Texas, 123961
Professional Engineer, Costa Rica IC, Number 17881

EXPERIENCE SUMMARY

Dr. Ulloa has been involved in pavement/material engineering since 2006. His background includes state-of-the-art pavement material characterization, tire-pavement interaction, Mechanistic-Empirical pavement design, pavement modeling using dynamic viscoelastic analysis, and geotechnical engineering. He has published over 10 journal papers, and research reports, along with several conference podium presentations. He is bilingual, fluent in English and Spanish.

Dr. Ulloa has been involved in several pavement non-destructive testing evaluation projects. He has conducted pavement evaluation involving structural performance (using Falling Weight Deflectometer and material characterization), functional performance (using Roadway Surface Profiler and Friction Tester devices), and pavement management and design. He has also taught university-level courses and provides pavement engineering and deflection backcalculation training (Dynatest ELMOD 6.0), in both English and Spanish, for cities, research centers, and consultant companies throughout United States and Latin America.

Significant Project-Related Experience

PAVEMENT MANAGEMENT AND PAVEMENT DISTRESS DATA COLLECTION: Dr. Ulloa has been involved in a series of pavement distress data collection projects for both roadway networks and airfields. Manual distress survey methodologies include City of Wichita Falls, TX, Tyndall, FL, Laughing, TX, Spofford, TX Air Force Bases, among others. In addition, Dr. Ulloa has conducted automated pavement distress surveys including De Luz Community, CA, Palm Coast, FL, Coconino, AZ, Seal Beach Naval Weapons Station, CA, and CALTRANS HPMS, among others.

PAVEMENT EVALUATION AND STRUCTURAL TESTING: Dr. Ulloa has extensive knowledge with non-destructive pavement testing equipment and methods. He has been project manager for several rehab and reconstruction pavement design and analysis. His involvement includes pavement evaluation and recommendations for projects such as: City of, North Dakota State University FWD Testing and Analysis, Rehabilitation of I-30 and I-55 roadway section in Arkansas, pavement evaluation in Calipatria, California, Turner Turnpike, and I-44 pavement rehab.

PAVEMENT EVALUATION AND ANALYSIS INSTRUCTOR: Dr. Ulloa has provided several pavement design and pavement layer backcalculation training courses for city engineers, research centers, state department of transportation engineers, and pavement engineering consultants in the following locations: Vermont DOT, Georgia DOT, Arkansas DOT, Nova Scotia DOT, City of Redlands, CA, among many others.

Professional Affiliations

Member, American Society of Civil Engineers
Member, Transportation Research Board

3 PROJECT APPROACH

3.1 Kick-off Meeting

Prior to data collection, our team will meet with City staff to initiate the project. The objective of the meeting will be to discuss and clarify the scope of work, project scheduling, QC/QA program, and expected deliverables throughout the project.

3.2 Review the City's existing MicroPAVER and PMS Report

Dynatest will work with City staff to identify data that should be used from the City's existing MicroPaver (now known as PAVER). In general, the PAVER database will include the City's existing roadway pavement section inventory data, work history data, and condition data, as well as any City-defined custom fields such as traffic count. During this task, any additional or missing data that are needed for PAVER to function properly will be identified. If any problems are identified, we will work with the City to develop appropriate solutions.

3.3 Method for Collecting and Recording Data

Dynatest understands that the data will be collected on 285 centerline miles equivalent to 364 lane miles. While Dynatest is fully capable of performing manual, foot-on-the-ground pavement condition surveys for our clients, we propose to use a safer, faster, semi-automated, vehicle-based pavement condition evaluation methodology for the City. With this methodology, the city will receive the best quality pavement inspection data. In addition to pavement inspection, we propose to deliver the following value-added engineering data:

- Pavement roughness measurements (IRI and RN), as well as rutting measurements.
- High-quality Right-of-Way (ROW) images from a forward facing camera, as well as high-definition pavement images acquired with a downward facing line-scan camera.
- Pavement geometry information including cross slope, longitudinal grade and radius of curvature.
- Sub-meter GPS coordinates and accurate linear distances to integrate all above-mentioned data.
- A permanent digital record of the City's streets and roadways.

With our proposed methodology, pavement condition data are collected with Dynatest's PCSS.



Figure 1 Dynatest Pavement Condition Survey Systems (PCSS) – 3D System

3.3.1 Pavement Condition Survey System (PCSS) Overview

Dynatest manufactures, owns and operates state-of-the-art PCSS for semi-automated pavement data collection and distress surveys of highway and airport pavements. Our PCSSs are outfitted with the Pavemetrics Laser Crack Measurement Systems (LCMS) for collecting continuous, high-resolution digital linescan pavement images with 2 mm crack resolution in any lighting condition. In addition, our PCSSs are outfitted with a Dynatest Mark III Road Surface Profiler (RSP) for collecting longitudinal and transverse profile data, including International Roughness Index (IRI), Ride Number (RN), rutting measurements, and the macro-texture. The PCSS is a fully-integrated, “geocentric” automated roadway data collection system. Combined with our analysis software, the PCSS provides a complete data collection and analysis system. Sample pictures of the Dynatest PCSS are shown below.



Figure 2 Interior of Dynatest's Newest LCMS 3-D PCSS System



Figure 3 Schematic of LCMS 3-D Operation – Collection, Range Imagery and Crack Detection

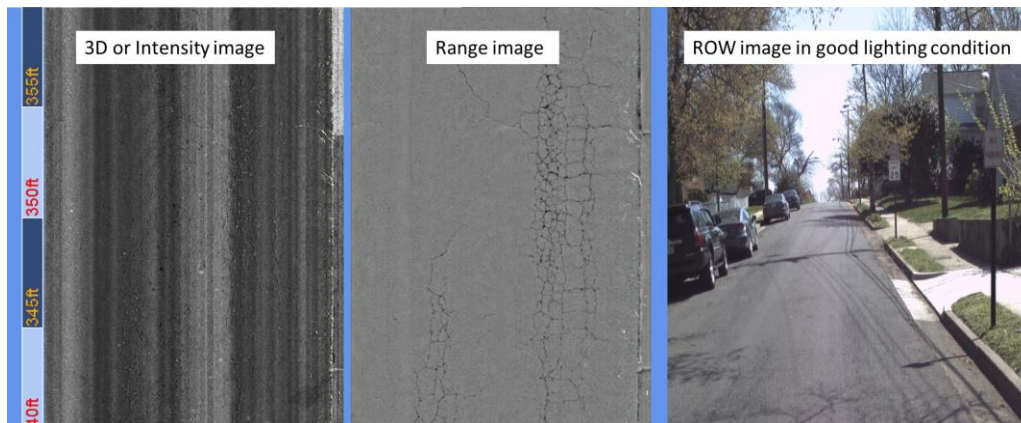


Figure 4 Sample Pavement Image Captured with the LCMS System in Different Lighting Conditions

The table below details several of the advantages of using automated pavement collection technology.

➤ Safety	<ul style="list-style-type: none"> ✓ Traffic control and lane closures are <u>not</u> required. ✓ Pavement inspectors are not exposed to traffic hazards. ✓ Pavement distress surveys are performed by inspectors in the office.
➤ Speed	<ul style="list-style-type: none"> ✓ Highways and Roadways – Data collection rates of over 150 lane miles per day on highways are not unusual and 30-40 miles per day on city streets. ✓ Highways and Roadways – Data collection is performed at posted traffic speeds, up to 60 mph. ✓ Airfields – 10,000 ft. x 150 ft. runway survey can be completed in approximately 5 hours. ✓ Airfields – Surveys can be performed at night to minimize impact on airside operations.
➤ Comprehensive, Geocentric Pavement Data	<ul style="list-style-type: none"> ✓ Sub-meter accuracy GPS coordinates provide an accurate location for each pavement data element captured. ✓ Accurate longitudinal distance measurements for stationing. ✓ High resolution, downward pavement images combined with forward-facing ROW images provide an accurate, permanent record of pavement conditions. ✓ ASTM E950 Class I pavement ride quality and roughness measurements along with accurate, continuous rutting measurements. ✓ Pavement geometry data including cross slope, radius of curvature and longitudinal grade.
➤ Software – Dynatest Explorer (DE)	<ul style="list-style-type: none"> ✓ User-friendly, customizable software to view all acquired data including downward pavement and ROW images, IRI values, rutting measurements, GPS data, pavement geometrics, and pavement sectioning.

Pavement Condition Survey System Main Hardware Components

Laser Crack Measurement System (LCMS)	<ul style="list-style-type: none"> ✓ Two (2) high-resolution, linescan cameras and laser illumination system. ✓ Configured to image 13 ft. transverse pavement sections with 2 mm (0.08 in) crack resolution at speeds up to 62 mph. Slightly lower resolution than LRIS, but provides 3D scanning of the roadway. ✓ Imaging system designed to increase contrast and visibility of small longitudinal and transverse cracks. ✓ 3D imaging of roadway ✓ Rutting measurements using 4000+ transverse points.
Dynatest Road Surface Profiler (RSP)	<ul style="list-style-type: none"> ✓ Dynatest Road Surface Profiler (RSP) Model 5051 Mark III. ✓ Seven (7) laser sensors and two (2) accelerometers and can cover 10.5 ft. width of a travelled lane. Upgradable to nine (9) or more sensors ✓ In addition to the International Ride Index (IRI) and Ride Number (RN) values, detailed rutting information is also collected ✓ The inertial profiler meets AASHTO M-328, AASHTO R-57, and it meets the minimum precision and bias requirements of a Class 1 profiler in accordance ASTM E950-11.

- ✓ Rutting measurements meet AASHTO R-48
- ✓ Collection of pavement macro-texture in one or both wheel paths in accordance with ASTM E1845.
- ✓ Unique Dynatest “**Stop-and-Go**” feature minimizes IRI error at intersections.

Note: Dynatest Mark III profilers are used on a regular basis for evaluating roughness on Caltrans and TxDOT pavement construction projects throughout the state. Each year, the profilers are certified for accuracy and repeatability at the Texas Transportation Institute’s (TTI) Ride & Rut Facility according to the requirements of TEX 1001-S. This ensures that the profiler produces the highest quality measurements.

Right of Way (ROW) Imaging	✓	Panasonic AG-HVX200 high-resolution, digital, color camera to capture images of the roadway and roadside structures.
	✓	ROW images are stored with Section/File name as well as DMI stations.
Global Positioning System (GPS)	✓	Applanix POS LV position and orientation system and a Trimble Ag-132 GPS receiver and for recording GPS coordinates with sub-meter accuracy.
Distance Measurement Instrument (DMI)	✓	DMI wheel encoder accurately measures distance traveled to a resolution of 0.05 inch. Typical accuracy of distance measurements is 0.13%, which is the best that can be expected when measuring distance with pneumatic tires.
Inertial Measurement Unit (IMU)	✓	IMU for measurement of pavement geometry data including longitudinal grade, cross-slope and radius of curvature
Control Computer	✓	MBX Systems industrial grade rack mounted computer with Intel i7 multi-core processor, 8 GB RAM, 4 hard disks including, two 2TB data disks, and a NVIDIA FX480 graphics card.

Following the data collection, our trained and experienced pavement inspectors identify, and classify pavement distresses in the safety of office environment using Dynatest’s proprietary software – Dynatest Explorer and Dynatest Rating Module (DE DRM).

3.3.2 Dynatest Explorer and the Distress Rating Module (DE/DRM)

Dynatest’s DE-DRM software provides the pavement inspector/rater with a graphical interface to visualize and review or edit all the data sets collected using the PCSS. These data sets, which are accessed and organized by DRM, include pavement images, right-of-way images, pavement profile and geometry datasets, stationing and GPS readings. Workstations with two 24-inch high resolution LCD monitors are used by experienced pavement inspectors to identify, classify and report the pavement surface distresses using DRM. The distress surveys are carried out in accordance with procedures used to identify and rate distress as described in ASTM D6433. Moreover, the pavement distress information is easily compiled into XML files which can be imported into a database compatible with GIS.

The DE-DRM software has the capability to divide the pavement surface area into ‘frames’, with each frame being 20-ft. in length (also customizable). We propose to perform continuous pavement survey at a 100% data collection including 50% sampling (rating distresses). This means that while the PCSS scans 100% of the pavement surface that it is driven on, distress evaluations will be performed on 50% of the pavement area scanned. Our experience has been that this type of survey strategy is well-suited for most

agencies. The program automatically calculates the total length, width, location (with reference to frame number as well as station) and areas of various distresses that are marked on the screen. Since Dynatest is one of the developers for PAVER, the pavement distresses are directly exported into PAVER in the form of XML files that are uploaded to PAVER with an **error-free** method and no manipulation from the user.

All of our inspectors have significant pavement inspection experience and expertise. The majority of our pavement inspectors are former State DOT employees, who bring with them decades of experience inspecting and evaluating pavements. Dynatest believes that there is no substitute for experience when it comes to obtaining accurate and repeatable pavement condition data. The screen captures from the DE-DRM software are shown in the figures below.

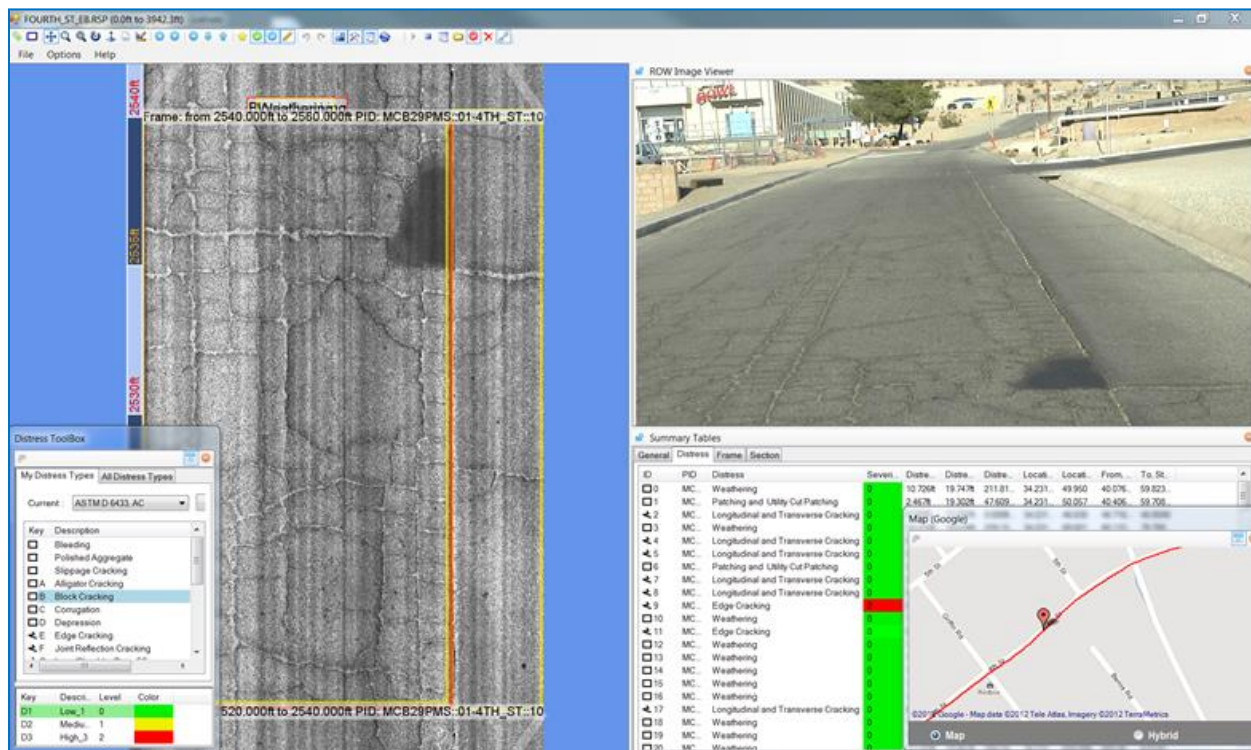


Figure 5 Dynatest Explorer with Distress Rating Module (DE/DRM) Software

3.3.3 Network Referencing and GIS Linkage

Our team will integrate the data collected during the semi-automated survey with the City’s GIS data set. This important task will enable the City to visually represent pavement conditions in a geographically/spatially referenced format. In addition, we can provide our raw data files in a point or polyline shapefile format for direct viewing with ArcGIS.

All digital images collected with the PCSS system are tagged with ‘Stationing’ information. High-accuracy (sub-meter) GPS coordinates stored in the raw data files are correlated to the location of each digital image. Through post-processing techniques, the digital images can be easily linked to GIS databases, thereby providing a means of accessing imagery through GIS.

3.3.4 PCI Calculation

The Pavement Condition Index (PCI) methodology for roadways and parking lots – commonly used with PAVER – is defined in American Society for Testing and Materials (ASTM) standard D 6433. The PCI is

an objective and repeatable method for assessing pavement condition and is used by agencies worldwide. The PCI is a numerical rating of pavement conditions that ranges from 0 to 100, with 0 being the worst possible condition and 100 being the best possible condition. The PCI is based on visually-observed pavement distress data collected during routine inspections.

After completion of distress identification and classification, the inspections are imported to PAVER for determination of PCI. A full set of PCI scores for the inspected road sections (excluding roads under construction, closed, etc.) will be provided in electronic format to the City. In addition, PAVER database that contain all the PCI for each roadway assessed will be provided to the City.

3.3.5 Quality Control/Quality Assurance Program and Data Delivery

Dynatest is committed to providing quality solutions to our clients and has implemented a Quality Control Program (QCP) related to field activities, data processing, as well as quality acceptance by City staff. Internal and external QCP will be utilized to ensure that all data and deliverables are thoroughly reviewed before submission to the City. Dynatest will adhere to the principle of third party review of data collected and analyzed, which means that staff who collected and analyzed data will not perform the final review of their own work. Instead, data will be reviewed by another Dynatest staff prior to submission to the City.

The implemented plan includes the following stages and will be finalized during the kick-off meeting.

1. Daily checks and calibration of PCSS instrumentation and software during the semi-automated data collection.
2. Quality control checks of the data during analysis:
 - Review of the distress rating for 10% of randomly selected sections by the QA/QC manager
 - Review of the distress rating for 5% of randomly selected sections by the Project manager
 - Review of all sections with a PCI score of 100 – indicates sections that may have been skipped during the data processing phase by the QA/QC team
 - Review of all sections with no PCI score – indicates either that a section was missed or could not be tested
 - Review of all distresses used to calculate PCI score
 - Make sure that distresses do not surpass maximum possible quantities
 - Review of areas of excessive distress quantity or severity level
 - Review of rare distresses that are not typical in certain situations
 - Review that distress types are consistent in the pavement classification
 - Review of sample areas/sizes used in PCI calculation – ensures that PCI calculation is performed correctly
 - Ensure that mapped PCI scores are displaying on the correct section with the correct score – makes sure no data transfer error happens when transferring to GIS database.
 - Data delivery to University of Nevada, Reno that is acceptable to the City. Dynatest will upload the resulting XML files into PAVER database following the aforementioned QC/QA steps. The XML files will be checked and a unique Pavement Identification (PID) name will be assigned to each section to ensure that PAVER will be able to import the inspection and the reported distresses.
 - Data management and migration, including the integration to the GIS shapefile and PAVER will be done using a backup of all data on the cloud, namely Egnyte server, and the results will be exported directly from Dynatest Explorer to eliminate human errors.
3. Quality assurance by the City personnel. It is critical that the City personnel actively take part in QCP to ensure confident “ownership” of the data at the end of the project.

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.carson.org/currentbids>

RFP #1718-064

August 10, 2017

Addendum No. 1

Please incorporate the additional information, below, into the above referenced project.

Question: Is a submission of estimated costs required?

Answer: No, however, the budget for this item is approximately \$70,000.

End of Addendum 1

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7137/FAX 887-2286
<http://www.carson.org/bids>

RFP #1718-064

August 16, 2017

Addendum No. 2

Please incorporate the additional information, below, into the above referenced project.

Question: Which version of MicroPAVER is the City currently using?

Answer: Paver 7.0.6

Question: Will UNR do the data import into MicroPAVER or is the selected firm responsible for that?

Answer: Yes, UNR will be responsible for data import.

Question: Is the City looking for a "network" level PCI survey or a more detailed "project" level PCI survey this go around?

Answer: The City needs PCI data at a segment level, there are 2,951 segments with unique PCI ratings.

Question: Would the City be willing to provide a GIS map showing PCI values, pavement ages, and surface types based on results from the last inspection?

Answer: Yes, please contact Hailey Lang, Transportation Planner, by e-mail at hlang@carson.org.

Question: Were there any issues at all with the results from the last PCI survey that the City would like addressed this go around (e.g., incorrect distress calls, missing distresses, full lane width rutting measurements vs. simplified spot laser measurements, etc.)

Answer: No

Question: It appears that this is a request for qualifications only; would the City like respondents to include a fee proposal too?

Answer: Not required, but welcome to provide.

Question: Is there a budget for the project this time around?

Answer: The budget for this service is approximately \$70,000.

Question: Which firm did the survey for the City last time this came out?

Answer: IMS

Question: Does UNR run the MicroPAVER system for Carson City or does the university just import the data?

Answer: UNR imports the data and acts as a consultant to any technical questions Carson City staff may have while running MicroPaver.

End of Addendum 2

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.carson.org/bids>

RFP #1718-064

August 21, 2017

Addendum No. 3

Please incorporate the additional information, below, into the above referenced project.

Corrections to RFP:

- Deadline for questions is revised to Tuesday, August 22 by 12:00 pm
- See date for interviews in section 3 and 6.2 – The tentative date for oral interviews, as noted in Section 6.2 is revised to September 12th as noted in Section 3.

Question: The RFP mentions there is a GIS layer available on request; would the City provide this?

Answer: Yes, please see Addendum #2 for contact person

Question: We understand that PMS data was previously collected for the City using a vehicle-mounted pavement imaging system. Is the City requesting only vehicle-mounted pavement imaging services, or is any MicroPAVER/ASTM D6433-16 compliant method acceptable?

Answer: The City is open to other comparable strategies

Question: Is there anything the City would like to see done differently or included for this update that was not included in previously collected data?

Answer: No

Question: Are there any concerns with the previously collected data that the City can share?

Answer: Please see scope of work

Question: Would it be acceptable to include any proposed contract modifications as an appendix and not part of the page count?

Answer: Yes, it is acceptable to provide proposed contract modifications. Please note; as a general rule, the City does not make but minor modifications. This will not count as part of the page count.

Question: Would it be acceptable to include our proposal in a white envelope versus a manila envelope?

Answer: Yes, any color envelope is acceptable.

Question: The anticipated schedule shows that the survey should be completed by November 11, 2017. What is the anticipated schedule for delivery of data?

Answer: The preferred delivery date for data is November 11; however, the City is flexible and will consider future delivery dates

End of Addendum 3



Dynatest North America, Inc.

Cost proposal

RFP 1718-064: FY 18 Carson City Pavement Management Services

Prepared For:

Carson City



Submitted: 22 September 2017

Dynatest Consulting Inc.
165 South Chestnut Street
Ventura, California 93001
(805) 648-2230
www.dynatest.com



1 COST PROPOSAL

Dynatest North America Inc. (Dynatest) is pleased to submit our cost proposal for Pavement Management Services for the Carson City located in Nevada. Carson City has selected Dynatest as the most qualified firm to provide these services. The scope of work for these services include:

1. Kick-off Meeting
2. Review and update the existing data: This task involves reviewing PAVER database and update based on the current inventory.
3. Pavement Condition survey and assessment on 364 lane miles of the City (about 285 Centerline miles)
4. Network referencing, GIS linkage and updating the City's MicroPAVER (aka PAVER) database with the latest inspection and Pavement Condition Index (PCI) data

Dynatest hourly rates and general consulting services prices are shown below:

TESTING SERVICES

Heavy/Falling Weight Deflectometer (HWD/FWD), Friction Tester, Road Surface Profiler (RSP), Pavement Condition Survey System/Multi-Function Vehicle (PCSS/MFV), and Ground Penetration Radar (GPR)

Type	Duration	Hourly Rate	Daily Rate (8 Hours)
Model 8012 FastFWD, and 8082 HWD ^{1, 2}	< 10 days per year ³	\$310	\$2,480
	10 – 20 days per year ³	\$285	\$2,280
	> 20 days per year ³	\$260	\$2,080
Model 8000 FWD, RSP, and Model 1295 and 6875 Friction Testers ^{1, 2}	< 10 days per year ³	\$280	\$2,240
	10 – 20 days per year ³	\$260	\$2,080
	> 20 days per year ³	\$240	\$1,920
Automated PCSS/MFV ^{1, 2}	< 10 days per year ³	\$450	\$3,600
	10 – 20 days per year ³	\$425	\$3,400
	> 20 days per year ³	\$400	\$3,200
GPR Testing	GPR Only	\$310	\$2,480
	GPR with FWD (daily rate only)	----	\$3,000
Mobilization ⁴ /Standby Time	HWD, FWD, RSP, Friction Tester, or MFV	\$195	\$1,560
<i>Per Diem</i>	<i>GSA rates⁵ will be charged when away from home office.</i>		

CONSULTING SERVICES

Type	Hourly Rate
Project Manager	\$200
Senior Engineer	\$185
Project Engineer	\$155
Engineer-in-Training	\$120
Technician	\$95
Junior Technician	\$75
Clerical and Other	\$65
Outside Consultant	TBD
<i>Per Diem</i>	<i>GSA rates⁵</i>

1. A minimum of 4 hours will be charged per job or 8 hours if the mobilization is greater than or equal to 2 days.

2. An additional \$45 per hour (\$360 per 8-hour shift) will be added for night testing.

3. Per calendar year, per agency – not including mobilization.

4. Two way mobilization. Mobilization time is reduced when equipment is mobilizing from a closer site.

5. <http://www.gsa.gov/perdiem>



The following price breakdown includes all direct and indirect costs to fulfill this RFP requirements.

Task No.	Description	Total Cost
1	Kick-off Meeting (Telephone or Online) and Initial Existing Documents/Maps Review	\$1,240
2	Project Management and Administration	\$3,300
3	Inventory Review and Update	\$5,160
4	Automated Pavement Condition Survey+ Rating (Including Quality Control and ArcGIS Shapefile Update)	\$51,530
5	MicroPAVER Database Update and PCI Determination	\$5,560
Total		\$66,790

Pricing Assumptions:

1. Remote kick-off meeting. We will have the kick-off meeting either by telephone or online.
2. One Lane per direction for both Arterials and Collectors and one lane in only one direction for Residential Streets (local streets).
3. As described in the proposal, pavement data collection will be performed on 100% and 50% sampling rate will be used during distress rating.
4. Additional of more than 5% of total lane miles would be charged based on \$200/mile.
5. If additional travel or meetings are requested by the City, travel costs and M&IE will be invoiced in accordance with federal GSA schedule. Note that the cost for these unforeseen services is not included in the total cost presented in this document.



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: October 11, 2017

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: (For Possible Action) To formally support Carson City's pursuit for a grant with the U.S. Department of Transportation for Transportation Investment Generating Economic Recovery (TIGER) discretionary grant funding for the South Carson Street Complete Streets project and to authorize the Chair to sign a letter of support.

Staff Summary: The Public Works Department is seeking support on a grant application to the U.S. Department of Transportation for TIGER discretionary grant funding for the South Carson Street Complete Streets project.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to formally support Carson City's pursuit for a grant with the U.S. Department of Transportation for Transportation Investment Generating Economic Recovery (TIGER) discretionary grant funding for the South Carson Street Complete Streets project and to authorize the Chair to sign a letter of support.

Background/Issues & Analysis

The U.S. Department of Transportation has announced the opportunity for state and local stakeholders to apply for \$500 million in discretionary grant funding through the TIGER program. 2017 TIGER grant funding will be awarded on a competitive basis and will give special consideration to projects which emphasize improved access to reliable, safe, and affordable transportation for communities in rural areas such as Carson City. The South Carson Street Complete Streets Corridor project will drive economic growth and investment directly into the heart of Nevada's state capital. Improvements to South Carson Street will improve safety, improve business access along the corridor, and improve transportation for all modes of travel while spurring investment in this significant commercial area and critical gateway to Nevada's state capital; all key goals of the TIGER program. The project has documented support from the businesses and property owners along the corridor, as well as bicycle and pedestrian advocates.

The City is investing over \$10 million in local funding for the southern-most two-mile portion of the corridor (Roland Street to Fairview Drive), however, the portion from Fairview Drive north to 5th Street, connecting South Carson Street with the recently completed Downtown Complete Streets project, remains unfunded. Acquiring TIGER grant funding for this final portion of the corridor will build upon Carson City's downtown revitalization by linking downtown and the commercial corridor via a cohesive and continuous complete streets design.

Applicable Statute, Code, Policy, Rule or Regulation – N/A

Financial Information – N/A

Alternatives – Do not authorize the Chair to sign a letter of support for the TIGER grant.

Supporting Material – N/A

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)