February 18, 2014

TO: ACHD Commissioners
    ACHD Director and Deputy Directors

FROM: Jayson Buchholz P.E. – Pavement Management Engineer

SUBJECT: Requesting Approval of Pavement Management Services Agreement
        Consent Agenda – February 18, 2014 Commission Meeting

EXECUTIVE SUMMARY:

After Request for Proposals and a consultant selection process in early 2011, ACHD Maintenance executed a contract with Nichols Consulting Engineers (NCE) for Pavement Condition Index (PCI) assessment and StreetSaver (AHCD’s pavement management software) support and expertise services. The contract was completed in 2012. Due to the importance of continuity and stability in how we conduct pavement condition assessments and the expertise NCE has provided with StreetSaver, a second contract was awarded and completed with NCE in 2014. We request approval to re-hire NCE to evaluate our residential street PCI’s and provide additional StreetSaver training and support.

BACKGROUND:

In April of 2011, ACHD Maintenance executed a contract with NCE for pavement condition field assessments of ACHD roadways, performing Pavement Condition Index (PCI) calculations, uploading data into StreetSaver and providing StreetSaver technical support and expertise services. Between August of 2011 and September of 2012, the contract had supplemental agreements which enabled NCE to continue to provide these same services. During the contract and supplemental timeline, pavement data for arterials, collectors and approximately 50 percent of our residential roadways was collected and uploaded to StreetSaver. Industry standard recommends re-assessing arterials and collectors every 2-3 years, and residentially every 4-5 years, so PCI re-assessments were not needed during FY2013. In FY2014, Pavement Management initiated a contract with NCE to re-assess the PCI’s for all arterials and collectors. ACHD has never had 100 percent of the residential streets evaluated.

Initially ACHD proposed to have 50 percent of the residential street evaluated in 2015 and the remaining 50 percent evaluated in 2016. In an effort to get all of the residential streets on the same evaluation cycle and to save on mobilization fees ACHD made the decision to have 100 percent of the residential roads evaluated in 2015. A contract has been negotiated with NCE for these services to be provided this summer.

ACHD is not staffed or trained to provide these services and accurate PCI’s are critical for appropriate recommendation of pavement strategies, assessing future year budget scenarios and preparing roadway rehabilitation projects for delivery. Consistency in the pavement data collection process is essential to maintain continuity and reliability in our PCI calculations. NCE has been established as our pavement
assessment expert for the last four years. They have consistently assessed our ACHD pavement condition in the field and have uploaded, with rigorous QA/QC efforts, the data into our software, StreetSaver. Having a consistent team using a standardized methodology for our pavement assessment is the key to uniform data, which is necessary as we develop the right projects over time. NCE is already familiar with the ACHD network, has provided continual expertise with the StreetSaver software and has aided ACHD staff in our budget scenario assessments.

We require NCE as our consultant for these services because:

- NCE has provided, and will continue to provide, a consistent methodology of ACHD PCI data collection
- NCE provides existing knowledge of our roadway network in the field
- NCE provides existing knowledge of our roadway network in StreetSaver
- NCE provides expertise in technical usage of StreetSaver software

**FISCAL IMPLICATIONS:**

There are adequate funds programmed in the 2015 Budget for this contract. The scope of work and budget finalized with NCE provides PCI data collection for 100 percent of our residential streets, uploading of data into StreetSaver and will provide additional StreetSaver training and technical support. The negotiated contract amount is $313,700.

**POLICY IMPLICATIONS:**

Per our Legal Division, this procurement is allowed under Idaho Code Section 67-2320(4) and Staff seeks Commission approval pursuant to ACHD Policy Section 2020. The initial funding, for 50 percent of the residential roads, was approved and incorporated into the fiscal year 2015 operational budget as a professional service and the remaining balance of this contract was approved by the commission in the February 4, 2015 first quarter budget adjustment to allow for the evaluation of 100 percent of the residential roads in 2015.

Approving the contract with NCE to provide routine and systematic pavement condition inspections and validation of the data into our StreetSaver software system will help Pavement Management to program the right projects with the right pavement improvement strategies. In addition, the continuation of this work will assist the District in protecting its assets for the future and maximizing pavement life.

**ALTERNATIVES:**

1) Approve the request to allow for the re-hire contract with NCE for pavement assessment and StreetSaver support.
2) Do not approve the request to allow this contract and provide staff further direction.

**RECOMMENDATION:**

Alternative 1) Approve the request to re-hire NCE.

Attachment

C: Pavement Management Office
PAVEMENT MANAGEMENT SERVICES AGREEMENT

This AGREEMENT for Pavement Management Services (hereinafter “AGREEMENT”) is made and entered into this 18th day of February, 2015, by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (hereinafter “ACHD”), and Nichols Consulting Engineers, Chartered, a corporation, (hereinafter “CONSULTANT”).

RECITALS

WHEREAS, ACHD is a single countywide highway district located in Ada County, Idaho, and is responsible for all secondary county and city highways within Ada County; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under title 40, Idaho Code; and

WHEREAS, ACHD requires Pavement Management Services; and

WHEREAS, CONSULTANT offers services requiring specialized skill and technical expertise in the area of Pavement Management (hereinafter “SERVICES”); and

WHEREAS, ACHD seeks to engage CONSULTANT to provide assistance in Pavement Management Services as well as perform other activities as may be desired by ACHD relevant to this AGREEMENT; and

WHEREAS, ACHD seeks to engage CONSULTANT to provide such SERVICES; and

WHEREAS, CONSULTANT is willing to work for ACHD in the provision of SERVICES;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereof, the services to be rendered hereunder, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. SCOPE OF WORK.

1.1 CONSULTANT agrees to perform the Scope of Work for Pavement Management Services. The Scope of Work is more particularly described in Exhibit “A”, attached hereto.

1.2 CONSULTANT will perform any additional work as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of CONSULTANT for payment.

SECTION 2. TIME FOR COMPLETION and EXTENSIONS.
2.1 CONSULTANT and ACHD herein agree that the Scope of Work as set forth in the foregoing section is required to be completed by September 30th, 2015. The Work Schedule is more particularly described in Exhibit “B”, attached hereto.

2.2 ACHD will grant extensions for the following reasons: delays in major portions of the work caused by excessive time required to process submittal by ACHD, other delays caused by ACHD, or additional work requested by ACHD.

2.3 CONSULTANT shall not be liable or deemed to be in default for any Force Majeure delay in performance under this AGREEMENT occasioned by unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT, including, but not restricted to, acts of God, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases CONSULTANT shall notify ACHD promptly in writing of any cause for delay, and ACHD concurs that the delay was beyond the control and without the fault or negligence of CONSULTANT. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. CONSULTANT finances shall not constitute a Force Majeure.

SECTION 3. PAYMENT FOR SERVICES.

3.1 In consideration for the Scope of Work described in Section 1.1, ACHD agrees to pay CONSULTANT an amount not to exceed three hundred thirteen thousand seven hundred dollars ($313,700.00). The Payment Schedule is more particularly described in Exhibit “C”, attached hereto.

3.2 CONSULTANT shall submit invoices in accordance with Exhibit “C”, Payment Schedule. Invoices shall detail dates of work, types of work performed (Task), percentage of work complete for Task, labor classifications that performed the work, and the length of time such work was performed. ACHD will pay each invoice net 30 days.

3.3 ACHD will pay CONSULTANT for any additional work performed as agreed to by the parties in a written Change Order signed by a person authorized by ACHD pursuant to Section 1.2.

3.4 CONSULTANT shall provide ACHD with IRS Form W-9 with appropriate Tax Identification Number or Social Security Number. If ACHD Accounting Division determines CONSULTANT has a current W-9 on file, this requirement may be waived.

3.5 Upon completion of its work under the AGREEMENT, acceptance by CONSULTANT of final payment or of any final payment due upon any earlier termination of this AGREEMENT shall constitute a full and complete release of ACHD from any claims, demands, and causes of action of any nature whatsoever that CONSULTANT may have against ACHD in connection with this AGREEMENT. The making of partial payments or of any such final payment by ACHD to CONSULTANT shall not constitute an acceptance of the services and/or work product of CONSULTANT or a release of CONSULTANT from any claims, demands, or causes of action that ACHD may, now or at any time, hereafter, have against CONSULTANT.

SECTION 4. AMENDMENT OF AGREEMENT. This AGREEMENT may be amended as agreed to by the parties in a written Change Order signed by a person authorized by ACHD pursuant to Section 1.2. If such amendment includes additional work, ACHD will pay CONSULTANT for any additional work performed.

SECTION 5. TAX ON MONIES. CONSULTANT shall be responsible for all Federal and Idaho state tax considerations arising out the payment of the monies paid herein.
SECTION 6. INDEPENDENT CONSULTANT. CONSULTANT is an independent Consultant and is not an employee of ACHD. CONSULTANT acknowledges that ACHD does not have control over the time, manner, and/or method of how CONSULTANT completes the Scope of Work required under the AGREEMENT. CONSULTANT shall supply CONSULTANT items of equipment to complete the Scope of Work required under the AGREEMENT.

SECTION 7. NOT AN EMPLOYMENT CONTRACT. CONSULTANT acknowledges that this AGREEMENT is not an employment contract and that ACHD is only engaging CONSULTANT to complete the Scope of Work described herein.

SECTION 8. ACKNOWLEDGEMENT OF SERVICES. CONSULTANT represents and covenants to ACHD that its employees, representatives, and or subConsultants are duly licensed and/or registered under applicable Federal law and/or by the State of Idaho, and that CONSULTANT has the present capacity and is experienced and qualified to perform the Scope of Work for ACHD as specified in this AGREEMENT. CONSULTANT further represents and covenants to ACHD that the Scope of Work completed under this AGREEMENT require CONSULTANT to have specialized skill and/or technical training and that CONSULTANT has the requisite specialized skill and/or, if CONSULTANT gained CONSULTANT ability to render said work through class or training, CONSULTANT has met all requirements in said class and/or training course(s), and, if required, CONSULTANT is certified under applicable Federal and/or Idaho state laws to perform said work.

SECTION 9. ASSIGNMENT AND THIRD PARTIES.

9.1 CONSULTANT understands and agrees that it may not assign this AGREEMENT or subcontract with respect to any of its rights, benefits, obligations or duties under this AGREEMENT except upon prior written consent and approval of ACHD to such assignment or subcontract. Any attempt by CONSULTANT to assign or subcontract its rights benefits or obligations hereunder without such prior written consent of ACHD shall, at the sole option of ACHD, automatically terminate this AGREEMENT.

9.2 In the event any ACHD-approved subcontract is entered into by CONSULTANT with a third-party, such action shall not be construed to create any contractual relationship between ACHD and such third-party, and CONSULTANT shall be and remain responsible to ACHD according to the terms of this AGREEMENT.

9.3 It is expressly understood and agreed that enforcement of the terms and conditions of this AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to ACHD and CONSULTANT, and nothing contained in this AGREEMENT shall give or allow any such claim or right of action by any other or third person under the AGREEMENT. It is the express intention of ACHD and CONSULTANT that any person other than ACHD or CONSULTANT receiving services or benefits under this AGREEMENT shall be deemed to be an incidental beneficiary only.

SECTION 10. BEST EFFORTS. CONSULTANT shall expend CONSULTANT “best efforts” to discharge CONSULTANT duties hereunder and in successfully completing the Project, on schedule and within budget, throughout the duration of this AGREEMENT. CONSULTANT further agrees that all of the work performed and services rendered under this AGREEMENT shall be performed in accordance with the standards of care, skill, and diligence provided by competent Consultants who perform work or render services of a similar nature to the work or services described in Section 1.1 of the AGREEMENT and Exhibit “A” attached hereto.
SECTION 11. WORK PRODUCT. ACHD shall own all work product(s) of CONSULTANT produced under this AGREEMENT. Work product is defined as the deliverables outlined in the “Scope of Work,” which is attached to this AGREEMENT.

SECTION 12. TERM, SUSPENSION, AND TERMINATION.

12.1 The term of this AGREEMENT will commence on the date of execution of this AGREEMENT and will continue, unless terminated by either party, with or without cause, which termination shall be effective following ten (10) days written notice. In the event of termination without cause, all services completed to date of delivery of the notice shall be paid.

12.2 ACHD may suspend, for the convenience of ACHD and with or without cause, all or any part of the CONSULTANT performance under this AGREEMENT by written notice to CONSULTANT signed by ACHD Director or ACHD Board of Commissioners. Upon receipt of such notice and not more than ten (10) working days thereafter, CONSULTANT shall take all steps and perform all services necessary to: (i) protect and maintain work performed to date during the suspension period; and (ii) permit efficient resumption of services with minimal disruptions and remobilization effort. In the event of such suspension, ACHD shall have the right to extend suspension or performance for a period not to exceed one hundred twenty (120) days, at no additional cost to ACHD. If such suspension exceeds this period, CONSULTANT shall have the right to terminate this AGREEMENT for convenience upon written notice to ACHD. All services completed to date of delivery of the notice to ACHD shall be paid to CONSULTANT.

12.3 Failure or refusal of CONSULTANT to perform any material obligation under this AGREEMENT shall constitute default. In addition to any other remedy available to ACHD, in the event of any default, ACHD may provide CONSULTANT with written notice of default. Such notice shall provide for an effective date of termination that is not less than ten (10) days after the date of such notice. If CONSULTANT fails to cure such default prior to the date of termination specified in the written notice, this AGREEMENT may be terminated by ACHD. No new performance will be undertaken after the date of receipt of any notice of termination. In the event of such termination, CONSULTANT will be paid for those services performed in accordance with the requirements of this AGREEMENT up to the effective date of termination. Such termination shall not waive any other legal remedies available to ACHD, including, without limitation, claims for setoff or damages suffered by ACHD to remedy any such default.

12.4 ACHD may terminate this AGREEMENT for ACHD convenience and without cause at any time by giving CONSULTANT not less than ten (10) days written notice of such termination. In the event of such termination, CONSULTANT shall cease performance under this AGREEMENT on, but not before, the date specified in such written notice of termination (the “effective date”). Upon termination for convenience, CONSULTANT will be paid for those services performed in accordance with the provisions of this AGREEMENT, up to the effective date of termination. In no event will ACHD be liable for any costs incurred by CONSULTANT after the effective date of termination. Such non-recoverable costs include, but are not limited to, anticipated profits under this AGREEMENT, post-termination employee salaries, overhead, bonding and insurance costs, contract administration, and post-termination administrative expenses, or any other costs associated with this AGREEMENT or termination hereof.

SECTION 13. TIME OF THE ESSENCE. ACHD and CONSULTANT agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.
Failure to complete the Scope of Work within the time stated in the Agreement, including extensions granted thereto, shall entitle ACHD to deduct from the monies due to the CONSULTANT as "Liquidated Damages" of $500.00 for each calendar day of delay in completion of all contract work. Liquidated damage assessments shall be cumulative and concurrent.

SECTION 14. NEGLIGENCE/INDEMNITY. CONSULTANT agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and Consultants from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker’s compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the CONSULTANT in connection with the operations or performance herewith or its use or occupancy of real or personal property hereunder, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the CONSULTANT; provided however, that CONSULTANT need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. CONSULTANT shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD’s protection in the performance of this AGREEMENT. This defense and indemnification obligation of CONSULTANT shall survive the expiration or termination of this AGREEMENT.

SECTION 15. ACHD CONTACT. The ACHD primary contact point for CONSULTANT shall be Jayson Buchholz P.E., ACHD Pavement Management Engineer, whose telephone number is 208-387-6330.

SECTION 16. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other party at the fax telephone number set forth; or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party at the address set forth, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

For ACHD: Jayson Buchholz P.E., Pavement Management Engineer
Ada County Highway District
3775 Adams Street
Garden City, Idaho, 83714
Facsimile Number: 1 (208) 387-6391
Telephone Number: 1 (208) 387-6330
jbuchholz@achdidaho.org

For CONSULTANT: Margot Yapp PE, Principal/Vice President
NCE
501 Canal Blvd., Suite 1
Pt. Richmond, CA, 94804
1 (510) 215-2898
1 (510) 215-3620
myapp@ncenet.com
SECTION 17. ATTORNEY FEES. In any suit, action or appeal therefrom to enforce or interpret this AGREEMENT, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney fees.

SECTION 18. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age or non-job related handicap of because of prior military service of current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 19. GOVERNING LAW AND VENUE. This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper venue for any legal action that may arise under this AGREEMENT shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 20. ENTIRE AGREEMENT: MODIFICATION. This AGREEMENT constitutes the entire agreement between the parties hereto, and shall supersede all previous proposals, oral or written negotiations, representations, commitments, and all of the communications between the parties. Any modifications must be in writing and executed by both parties.

SECTION 21. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the AGREEMENT during ACHD’s initial fiscal period during the AGREEMENT term. ACHD agrees that in each succeeding fiscal year during the term of this AGREEMENT, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this AGREEMENT will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this AGREEMENT prior to the commencement of such succeeding fiscal period by giving written notice to CONSULTANT of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 22. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 23. ACKNOWLEDGEMENT OF NON-EMPLOYEMENT. CONSULTANT certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this Agreement nor in any business providing services under the Agreement whether as a prime, sub, or independent Consultant, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 24. PUBLIC AGENCY CLAUSE. CONSULTANT agrees that the SERVICES and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it
is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the CONSULTANT and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 25. WARRANTY OF AUTHORITY TO EXECUTE.

21.1 The person(s) executing this AGREEMENT on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD in accordance with the applicable signing authorities under ACHD Code Section 4007.3., and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall ensure to the benefit of, ACHD. Any Agreement signed by an ACHD representative exceeding his/her authorized limit shall be null and void.

21.2 The person(s) executing this AGREEMENT on behalf of CONSULTANT represent(s) and warrant(s) due authorization to do so on behalf of CONSULTANT, and that, upon execution of this AGREEMENT on behalf of CONSULTANT, the same is binding upon and shall enure to the benefit of ACWPC.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, the day, month and year first above-written.

CONSULTANT

By: ________________________________

Margot Yapp, Principal/Vice President

ADA COUNTY HIGHWAY DISTRICT

By: ________________________________

Jim D. Hansen, ACHD Commission President

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
CONSULTANT

STATE OF _______) ss.
County of _______) ss.

On this ___ day of _________, 20___, before me, ____________________________, a Notary Public in and for the State of _____, personally appeared ____________________, known or identified to me to be the _____________ of the CONSULTANT that executed the instrument or the person who executed the instrument on behalf of said CONSULTANT, and acknowledged to me that such CONSULTANT executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day month and year in this certificate first above written.

______________________________
Notary Public for Idaho
Residing at: _______________________
My commission expires: ______________

ADA COUNTY HIGHWAY DISTRICT:

STATE OF _____________)
County of ______________)

On this _____ day of ________________, 20___, before me, ____________________________, a Notary Public in and for the State of Idaho, personally appeared ____________________, known or identified to me to be the ______________ of the Ada County Highway District that executed the said instrument, and acknowledged to me that such Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

______________________________
Notary Public for Idaho
Residing at: _______________________
My commission expires: ______________
EXHIBIT “A”

Scope of Work

See Tasks per attached Scope of Work
SCOPE OF WORK

NCE understands that ACHD is seeking professional consulting services to update the District’s StreetSaver Pavement Management System (PMS). The scope of work is to include pavement condition surveys of all the residential roads (approximately 1,535 miles). However, it is anticipated that the District may reduce the number of roads prior to the kickoff meeting so that certain categories may be removed from the scope of work e.g. roads that have been recently overlaid, reconstructed or sealed, or roads that are scheduled to be paved in 2015/2016 etc.

The primary objectives of this project are to:

- Perform walking inspections on all the residential roads.
- Provide rigorous quality control.
- Update ACHD’s StreetSaver database with the condition inspection data.
- Perform pavement condition index (PCI) calculations.
- Assist ACHD staff with technical support on an as-needed basis.

The following tasks detail NCE’s approach and scope of work.

Task A – Kickoff Meeting & Project Management

This task includes a kickoff meeting with ACHD staff to first review the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

- Scope of work, project schedule, budget and invoicing requirements
- Points of contacts
- Access to StreetSaver database
- Confirmation of sections to be surveyed
- List of new roads, if any
- Scheduling and access requirements for field work
- Public safety concerns, requirements and procedures
- Quality Control/Quality Assurance Plan
- Available ACHD maps and other relevant data
- Other issues as appropriate

Prior to the kickoff meeting, NCE will prepare an agenda which will be sent ACHD staff for review.

Deliverable for this task:

- Technical memorandum summarizing kickoff meeting.
TASK B – QC/QA Plan & Activities

Quality Control/Quality Assurance (QC/QA) checks are critical on a project such as this when such a large amount of data needs to be collected and processed. As part of NCE’s goal to provide a superior quality product for our clients, we incorporate a QC/QA component into all of our projects. For this project, we have included a QC/QA Manager, Mr. Ryan Shafer. Mr. Shafer, will have the following project responsibilities:

- Calibration meetings
- Review of field activities, including spot checks on the field crews
- Reviewing field procedures and making changes as needed
- Comparing the field data collected with on-site conditions
- Review of all data entry functions, including random spot checks
- Review of reports generated and analyses performed to ensure a quality product

In addition, NCE will prepare a QC/QA plan that will include the following components:

a. Description of condition survey procedures (distress types, severities). All procedures, changes or modifications should be well documented in the QC/QA plan so that future updates will be consistent.

b. Accuracy required for data collection or acceptability criteria. Typical examples include accurate identification of distress types 95% of the time or 90% of re-inspected sections must be within ±10 PCI points.

c. Description of how data will be checked for accuracy e.g. 5% re-inspections.

A draft QC/QA plan will be submitted to the ACHD for approval, and no field work will commence until a final plan has been accepted.

**Deliverables for this task:**

- QC/QA Plan

Task C – Condition Surveys & PCI Calculations

NCE will next perform pavement condition surveys on the County’s pavement network. A maximum of 1,535 centerline miles of roads will be surveyed. NCE will perform pavement condition surveys in accordance with the established standards set forth in MTC’s *Pavement Condition Index Distress Identification Manuals* and any variations as determined in the calibration meeting. A minimum of one sample unit per section will be inspected. A sampling rate of approximately 10% will be utilized. Any areas which are not typical of the entire section will be inspected and recorded as a special sample unit.
Please note that NCE’s scope of work and condition surveys do not address issues including but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short term maintenance that should be performed (i.e. potholes that should be repaired).

NCE will be responsible for providing all equipment necessary for performance of this task. Should ACHD personnel wish to observe NCE’s crews during the surveys, we will be more than happy to accommodate the County. Individual ACHD staff may also accompany NCE’s field crews for up to ½ day each – to gain hands-on training at no additional cost. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.

NCE will be responsible for providing all equipment necessary for performance of this task. The data will receive random quality control checks to ensure that it is complete and accurate. All information collected from the condition surveys will then be downloaded into the StreetSaver database. NCE will then perform the pavement condition index (PCI) calculations and correct any errors found.

**Deliverables for this task:**
- PCI Report
- Updated StreetSaver database with condition survey data and calculated PCIs

**Task D – Training & Technical Assistance**

In this task, NCE will provide training and technical assistance. The training will focus on the concepts utilized in the StreetSaver software and will include the following topics:
- General overview of pavement management systems and StreetSaver
- Network segmentation concepts
- Pavement distress inspections
- Calculation of the Pavement Condition Index (PCI)
- Maintenance and rehabilitation (M&R) strategies and unit costs
- M&R decision trees
- Prioritization algorithms in funding analysis
- Developing multiyear work-plans

Finally, NCE will provide technical assistance on an as-needed, on-call basis. This may include hotline/phone support, database troubleshooting, preparation of custom reports, ad-hoc field inspections, etc.
EXHIBIT “B”

Work Schedule

CONSULTANT and ACHD herein agree that the Scope of Work as set forth in the foregoing section is required to be completed by September 30th, 2015.

See Work Schedule per attached Schedule
SCHEDULE

The following table summarizes NCE’s proposed project schedule. We anticipate that the scope of work can be completed within seven (7) months from Notice to Proceed (NTP). Note that this assumes minor weather delays in Task C.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>2015</th>
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<tbody>
<tr>
<td></td>
<td>April</td>
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<tr>
<td>A. Kickoff Meeting &amp; Project Mgmt</td>
<td>X</td>
</tr>
<tr>
<td>B. Quality Control</td>
<td></td>
</tr>
<tr>
<td>C. Field Surveys (Residential streets)</td>
<td></td>
</tr>
<tr>
<td>D. Training &amp; Technical Assistance</td>
<td></td>
</tr>
</tbody>
</table>

Assumes NTP is April 6, 2015.

Hashed cells indicate months when potential weather delays may occur.
EXHIBIT “C”

Payment Schedule

ACHD agrees to pay CONSULTANT an amount not to exceed three hundred thirteen thousand seven hundred United States Dollars ($313,700.00).

See Cost per attached Cost Breakdown
COST ESTIMATE

The following table is NCE’s cost estimate for the above scope of work.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Project Mgr</th>
<th>QC/QA Mgr</th>
<th>Project Engr</th>
<th>Snr Tech/Tech</th>
<th>Clerical</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Kickoff Meeting &amp; Project Mgmt</td>
<td>32</td>
<td>40</td>
<td>16</td>
<td>$</td>
<td></td>
<td>14,100</td>
</tr>
<tr>
<td>B. Quality Control</td>
<td>16</td>
<td>4</td>
<td>144</td>
<td>$</td>
<td></td>
<td>23,500</td>
</tr>
<tr>
<td>C. Field Surveys (Residential streets)</td>
<td>16</td>
<td>40</td>
<td>2032</td>
<td>$</td>
<td></td>
<td>261,100</td>
</tr>
<tr>
<td>D. Training &amp; Technical Assistance</td>
<td>20</td>
<td>80</td>
<td></td>
<td>$</td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>Totals</td>
<td>68</td>
<td>16</td>
<td>164</td>
<td>2176</td>
<td>16</td>
<td>313,700</td>
</tr>
</tbody>
</table>

Assumptions
Task B - Quality control activities include reinspection of 5% of all sample units.
Task C includes approx. 9,600 sample units based on 10% sampling rate.