



401 Fairway Blvd.
Spring Creek, NV 89815
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jessiebahr@springcreeknv.org

REQUEST FOR QUALIFICATIONS

Road/Pavement Management Plan

Company Name: _____

Company Address: _____

Contact Person: _____

Contacts Telephone: _____

Contacts Email: _____

Contacts Fax: _____

SUBMITTAL: **Deadline September 18, 2017 by 3:00 PM**

Responses submitted to:

**Jessie Bahr
Spring Creek Association
401 Fairway Blvd.
Spring Creek, NV 89815**

Signature of Proposer

Date

About Spring Creek Association:

Spring Creek Association, whose office is located at 401 Fairway Blvd., Spring Creek, NV 89815 is soliciting qualifications for an **Road Pavement Management Plan for the Spring Creek Association.**

Spring Creek Association is a private, property owners association with 5,420 lots that provide rural Nevada residential living opportunity with several amenities. Located near the base of the Ruby Mountains lies the 23.4 square mile rural community of Spring Creek. Outdoor Recreation and Spring Creek have become synonymous. Lamoille Canyon, Southfork Reservoir State Park, and the Ruby Lake National Wildlife Refuge are all within a short drive.

There is easy access to Spring Creek via Lamoille Highway (SR227) from Interstate 80 in Elko, Nevada. Newcomers are welcomed and considered a valuable resource who bring fresh perspective and experience. It is easy to become involved in the many active youth and adult clubs and organizations available. Spring Creek is family friendly. An example is the outdoor recreation at our 32 acre stocked private marina, which provides opportunities for fishing, canoeing, wildlife viewing, covered picnic areas with grills, open space and playground equipment. Spring Creek Association property owner assessments are used for the maintenance and operation of all amenities as well as the expenses involved with managing such a large area and diversified Homeowner's Association.

There is approximately 150 miles of roadways in Spring Creek, all of which have chip-seal surfacing. Elko County School District operates two Elementary schools, a Middle School, and a High School in our area. Our access to quality healthcare professionals and facilities is expanding. The business climate in Spring Creek allows home-based businesses. You will find a major grocery store, pharmacy, post office, credit union, dental office, barbers, beauty salons, hardware store, variety store, gas stations, convenience stores, pizza parlors, sandwich shops, variety of restaurants, lounges, gaming, fitness centers, legal services, pet grooming, car washes, realty office, manufactured home sales, refuse collection services, propane services, feed store, multiple churches, auto repair, building and construction contractors with space still available for new businesses to locate and grow.

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1.1 Introduction

Spring Creek Association invites qualified firms to submit written proposals for providing professional services for a Pavement Management Program. See project background under Scope of Services below. Should an award be made, the selected Proposer (or Consultant as referred to in this RFP) will enter into a professional services agreement with Spring Creek Association to provide these services.

1.2 Proposed Time Schedule

Request for Proposal Posting: August 28, 2017

Written Question Deadline: September 4, 2017

Submittal Deadline: September 18, 2017 3:00 p.m.

Tentative Award: September 27, 2017 at SCA Board Meeting

TBD Tentative Final Selection/Negotiation: TBD

1.3 Instructions to Proposers and Procedures for Submittal

Ten (10) printed copies and one (1) electronic version of the proposal sent via email to jessiebahr@springcreeknv.org, of the proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked SCA Pavement Management RFP, submitted to the following address:

Jessie Bahr
Spring Creek Association
401 Fairway Blvd.
Spring Creek, NV 89815

Proposers are solely responsible for ensuring their submitted proposal is received by Spring Creek Association in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be considered unless specified. Spring Creek Association shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposal. Late proposals will not be accepted and will be returned to the Proposer unopened.

1.4 General Conditions

ADDENDUMS. Should it be necessary for Spring Creek Association to issue addendums to this RFP during the proposal period, Spring Creek Association will endeavor to notify the known holders of this RFP. The addendums will be posted on Spring Creek Association web site for any interested parties to review. Proposals should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. Spring Creek Association reserves the right to request additional information or clarifications from Proposers where it may serve Spring Creek Association's best interests.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with Spring Creek Association.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of Spring Creek Association, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a partnership makes the proposal, the name and post office address of the partnership and the signature of at least one of the partners must be shown. If a corporation or limited liability company makes the proposal, the proposal shall show the name of the state under the laws of which the company is chartered, the name and post office address of the company and the title of the person signing on behalf of the company. Upon request of Spring Creek Association, the company shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Spring Creek Association reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration by the Board of Directors.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. Spring Creek Association may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the documents in this RFP, Proposer declares and warrants that no elected or appointed official, officer or employee of Spring Creek Association has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of Spring Creek Association, during the term of his/her service with Spring Creek Association shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. Spring Creek Association is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by Spring Creek Association. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, Spring Creek Association may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, Spring Creek Association may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no

way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which Spring Creek Association may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. Spring Creek Association reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to Spring Creek Association a written request for an interpretation or correction via email. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by Spring Creek Association and posted on the website. The contact person for all questions regarding this RFP is Jessie Bahr, SCA President. She can be reached at 775.753.6295 or via e-mail at JessieBahr@springcreeknv.org. Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When Spring Creek Association considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be posted on the SCA website. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure Spring Creek Association has their correct business name, mailing address and e-mail address on file.

IRREGULARITIES. Spring Creek Association reserves the right to waive non-material irregularities if such would be in the best interest of Spring Creek Association as determined by the SCA President.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of Spring Creek Association upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel Spring Creek Association to enter into a contract or agreement.

PROPOSAL, REJECTION OF. Spring Creek Association reserves the right to reject any or all proposals or any part of a proposal. Spring Creek Association reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Spring Creek Association. Spring Creek Association expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of assessments to Spring Creek Association.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of Spring Creek Association and a matter of public record. Proposals should not be marked as confidential or proprietary, and Spring Creek Association may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record.

PUBLIC RECORD. All proposals submitted in response to this RFP will become the property Spring Creek Association upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by Spring Creek Association

in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from Spring Creek Association of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between Spring Creek Association and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services, along with proof of licensure by the appropriate regulatory body for each subcontractor (i.e. contractor's board or engineering board).

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any clients within the last three years.

Information provided shall include:

- Client name
 - Project description
 - Dates (starting and ending)
 - Technical expertise
 - Staff assigned to reference engagement that will be designated for work per this RFP
 - Client project manager's name and telephone number
- VALIDITY.** Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by Spring Creek Association President before the Proposal Submittal Deadline.

PROPOSAL RESPONSE REQUIREMENTS TEN (10) printed copies and one (1) electronic version of the proposal via email. The contact person for all questions regarding this RFP is Jessie Bahr, SCA President. She can be reached at 775.753.6295 or via e-mail at JessieBahr@springcreeknv.org. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", Spring Creek Association reserves the right to use any of the proposals as the Original. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of Spring Creek Association. It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. All proposals shall be submitted on standard 8.5" by 11" paper in hard-covered binders. All pages should be numbered and identified sequentially by section.

2.00 RESPONSE INDEXING (items must be indexed in the following order with individual tabs):

2.1 Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

2.1.1 Company Data

Please submit the following information:

- Official name and address.
- Name, address, and telephone number of the Proposer's primary point of contact.
- Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
- The address, telephone numbers and fax numbers of each of your firm's locations.
- A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
- Number of years Proposer has been in business under the present business name.
- Number of years of experience the Proposer has had in providing required, equivalent, or related services.
- All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Type of Contract
 - Contract Amount
 - Contracting Agency
 - Project Description
 - Project Manager

2.2 Organizational Chart

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms. The organizational chart shall identify which category(ies) are being proposed on. It is Spring Creek Association preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel, including sub-Consultants, during the term of the agreement that are outside of the consulting firm's control or if Spring Creek Association requests such change. After contract execution the Consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-Consultants without prior written approval from Spring Creek Association. The Consultant must request and justify the need for the substitution and obtain approval from The Spring Creek Association prior to use of a different sub-Consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

2.3 Resumes and Qualifications of Personnel

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the account. In its assessment of the proposal, Spring Creek Association will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline

form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of Spring Creek Association.

Suggested Resume Format:

- Name
- Position
- Education
- Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.
- Summary of Experience
 - In chronological order, most recent date first, summarize experience as it relates to the scope of work required for this RFP.
 - Professional Memberships/Registrations If sub-contractors are to be used as part of this proposal, a resume of the sub-contractor and relevant experience is to be included in the same format.

2.4 References

Proposer must provide three (3) references for which Proposer has provided similar services performed of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description of services provided.

2.5 Overview and Approach Understanding

Proposer must articulate a thorough understanding of road maintenance, pavement deterioration, road management programs that involved chip-sealed roads, Nevada State and Federal requirements, inventory creation, chip sealed roads, conditions surveys and all other professional engineering tasks required to prepare a comprehensive bid package for this project.

2.5.1 Approach / Action Plan

Proposer must include in this section its approach to providing Professional Engineering Services for the items of work noted in the Scope of Work and this RFP. The approach to the work plan shall be of such detail to demonstrate the Proposer's ability to accomplish project objectives. It is understood that this may be difficult given that on specific project is identified.

In this section, the Proposer is to include:

- Innovative and successful approaches
- Quality control measures
- Strategy, phasing and process of constructing improvements
- Proposer is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project

2.5.2 Schedule

SCA would like to see rough schedule of deliverables for each phase ie when each phase can be completed based on consultants approach and action. The SCA is interested in having the Phase 1 completed by January 1st 2018, and Phase 2 by April 2018.

2.5.3 Quality Control/Quality Assurance (QA/QC)

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Consultant's method of ensuring that the Design personnel's quality of work is high. Proposer must reference all duties as listed in the SCOPE OF WORK. Proposer must note any services NOT provided by their firm. Proposer shall also list any resources, Spring Creek Association assistance or other items expected to be provided by Spring Creek Association (computer, office,

etc.). Proposer may additionally itemize those services which are further required in the servicing of the account but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES. The Consultant shall list in the proposal all anticipated permits necessary for the successful delivery of the project.

2.6 Compensation/Payment Schedule

Proposer is required to submit hourly rates for all types of personnel required to perform the services described in this RFP. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

2.7 Proposal Forms NON-COLLUSION AFFIDAVIT. Proposer is required to sign and submit the Non-Collusion Affidavit (Appendix B).

INSURANCE. Proposer is required to sign and submit the Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services (Appendix C).

HOLD HARMLESS. Proposer is required to sign and submit the Hold Harmless (Appendix A).

3. PROPOSAL EVALUATION AND SELECTION

The Spring Creek Association President and/or his designee(s) will evaluate all proposals received in accordance with the evaluation criteria. The Spring Creek Association shall not be obligated to accept the lowest priced proposal, but the Spring Creek Association may make award(s) in the best interests of the Spring Creek Association after all factors are considered, including, but not limited to,

- ✓ Company experience with roadway rehab planning, design, and project management
- ✓ Consultant approach to scope of services
- ✓ Location of the team, team member offices and project manager.
- ✓ Current and projected-workload of the engineering firm that might affect the project
- ✓ Ability to demonstrate proper staffing to meet project goals.

Discussions may, at the Spring Creek Association option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, the Spring Creek Association will not disclose information derived from proposals submitted by competing Proposers.

4. SCOPE OF SERVICES

4.1 *Spring Creek Association Background and Information*

Spring Creek Association, whose office is located at 401 Fairway Blvd, Spring Creek, NV 89815 is soliciting qualifications for a Road Pavement Plan. The purpose of the request is to help our Association understand the current state of our roads system in various areas and help build a plan to preserve the roads for years to come.

Spring Creek Association is a private, property owners association with 5,420 lots that provide rural Nevada residential living opportunity with several amenities. Located near the base of the Ruby Mountains lies the 23.4 square mile rural community of Spring Creek. Outdoor Recreation and Spring Creek have become synonymous. Lamoille Canyon, Southfork Reservoir State Park, and the Ruby Lake National Wildlife Refuge are all within a short drive.

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4.2 Specific Items of Work for the Pavement Management Program Introduction

Within Spring Creek Associations there are approximately 150 miles of roads (100 Tract approx.. 48 miles of Roads; 200 Tract approx. 33 miles of Roads; 300 Tract approx. 16 miles of Roads; 400 Tract approx. 43 miles of Roads. Our goal in presenting this RFP is to develop a better and easier way to track pavement condition, life cycles, and recommendations for maintenance. Spring Creek Association has never had an official pavement management plan which will include the items noted below.

4.2.1 Scope of Work

Phase 1

- A. Develop a feasible inventory of roads using geographic locations, traffic patterns, roadway lengths, types, commercial uses, etc. by tract and then by segments.
- B. Develop a pavement analysis procedure that ranks roadways to determine condition of each road or segment of road based on the inventory listings. Evaluation will include all improvements within right of way, ie roadway surface, cracks, potholes, dips, cuts, subgrade, shoulders, ditches, driveways, storm drain, utility conflicts.
- C. Work with the Spring Creek Association staff to identify and prepare a street maintenance/rehabilitation history of recent roadway system capital improvements.
- D. Review current maintenance procedures, analysis methods used to determine current road maintenance plans. Identify weakness and strengths in maintenance planning methods.
- E. Identify and determine a preventative maintenance program and rehabilitation strategy. Working with the inventory of roads to determine the alternatives best uses.
- F. Analyze each street segment in a detailed decision method that provides a cost-benefit analysis of the alternative treatments for each roadway type and use.
- G. Develop a cost benefit analysis to allow staff to determine maintenance schedule for roads.
- H. Development boiler plate documents to prepared typical bidding requirements and procedures for qualifying contractors and there subs in providing road rehab services. Review schedule, budget, project documents, project goals, format of deliverables and clarify responsibility of each party. Standard details, schedule of values, specifications, etc

- I. Analysis street maintenance staffing levels and responsibilities, equipment options, equipment needs, and identify strengths and weakness. Analysis which types of maintenance should be done by contract, or staff.
- J. Core sample or other suggested method to understand the subgrade condition and makeup of each road.
- K. Identify typical street sections for each use as defined in the roadway inventory using subgrade evaluation, traffic counts, maintenance methods determined within the study.
- L. When evaluating current roads, please specify in roads report any roads that were cut, bored or are failing due to possible contractor work on the road and then recommended method of fixing the issue which will be translated to the contractor last on that road.
- M. Evaluate procedures for roads maintenance activities during the winter month ie. snow removal, ice removal, snow storage, plowing schedule, salt usage, etc.

Phase 2

- A. Identify and determine a preventative maintenance program for the roadway network based on inventory of phase 1 with respect to the Spring Creek Associations budget for 2018 fiscal year and for the following years using similar budgets.
- B. Determine procedures for maintenance contract completions and acceptance of work, develop a QA/QC plan that staff can implement and what should be provided by consultants. Train staff to determine acceptance and warranty procedures for contractors.
- C. Prepare a ten-year rehabilitation program for the needed street segments with respect to the Spring Creek Associations budget, and an optimum financial plan that will be required to maintain desired acceptable pavement serviceability as defined by Phase 1 Inventory and rankings. Budget scenarios at a minimum shall include: Unconstrained Budget, Maintain roadway network at existing budget , Do Nothing Intermediate budget scenarios may be completed that reflect the effect of expenditures on roadway network condition Analysis of budget scenarios shall include a discussion regarding the effect on street maintenance/rehabilitation unfunded backlog.
- D. Prepare a 10-year projected Pavement Rehabilitation Program that may be included within the Spring Creek Association annual Capital Improvement Plan. The 10-year program shall document the street segments to be improved in each year, the type of rehabilitation strategy recommended, and the associated costs in such a way as to ensure maximum performance of the street network while staying within the annual budget forecast. The program shall consider the various funding sources available and their respective expenditure restrictions.
- E. Forecast future pavement performance for each street segment based on 10 year maintenance plans as maintenance activities are implemented.
- F. Train staff to provide adequate methods for staff level maintenance ie, fixing pot hole, repairing shoulder, ditch maintenance, drainage improvement procedures, etc. How to determine the failure method and remediation of that method.
- G. Develop a program to assist in tracking performance, repairs, maintenance activities, historical costs, documentation for activities, QA/QC records, warranty activities, and future schedules.
- H. Provide alternative recommendations to maintain the roads during the Winter since roads are chip sealed including different types of salt/sand mixture or materials (IE new IceKicker), timing of when we plow and put down sand or salt, need for new types of equipment (IE Icebreaker machine), or other recommendations to help maintain the roads during freeze thaw cycles.

4.2.2 Specific Detail in Final Report

Please include specific detail of items noted below in the final report. These areas below will be key in the evaluation of proposals.

- A. Evaluate current roads staffing levels and positions and provide recommendations on additions to the workforce to bring the roads department up to a high quality of service.
- B. Evaluate current equipment used in the roads department including condition, age, abilities to perform the work and determine new purchases, updates, or upgrades need to the equipment to complete desired road work in the future with a budget line item. IE – additional one man durapatcher to save on time when filling potholes.
- C. In recommendations for road preservation, please define the type of materials (oils, chip type etc.) you are recommending to be used or tested on the roads, use of hot or cold mix, asphalt, micro slurry, pave etc. and the timeline to use these materials.
- D. Core sample or other suggested method to understand the subgrade condition and makeup of each road.
- E. Include a plan and recommendations for ditch maintenance to help prevent the freeze thaw cycles from snow build up as well as to help the water flow away for the road area. Define specs including the length, width, height, depth etc. for the ditch maintenance portion of the road maintenance plan which will be translated to contractors and homeowners when building homes.
- F. When evaluating current roads, please specify in roads report any roads that were cut, bored or are failing due to possible contractor work on the road and then recommended method of fixing the issue which will be translated to the contractor last on that road.
- G. Provide alternative recommendations to maintain the roads during the Winter since roads are chip sealed including different types of salt/sand mixture or materials (IE new IceKicker), timing of when we plow and put down sand or salt, need for new types of equipment (IE Icebreaker machine), or other recommendations to help maintain the roads during freeze thaw cycles.
- H. Prepare a Final Pavement Management Program Report or additional reports based on the data and analyses performed throughout the study. The report shall include, without limitation, the methods, findings, timelines and recommendations of the Consultant, which shall be presented in a single comprehensive document which should include findings generated as part of other tasks described herein. Upon the Spring Creek Association approval to finalize the Final Report by the consultant, ten (10) bound copies of the Final Report shall be furnished to the Spring Creek Association as well as an electronic copy. The maps and data files shall be prepared to seamlessly be uploaded to the Spring Creek database. The Spring Creek Association also shall receive electronic copies of all the supporting data and analysis utilized in compiling the report.
- I.

Contract Period

Spring Creek Association is interested in having the project completed in three (3) months from the Notice to Proceed.

4.3 Work to Be Performed or Provided By Spring Creek Association

1. Prepare and process requests to Spring Creek Association
2. Distribute public information
3. Prepare and execute Agreements with other agencies or entities
4. Administer consultant contract

4.4 Project Progress

Progress Review Meetings shall be held at intervals deemed appropriate by the SCA which can be via teleconference although will typically be monthly. At or before each of these meetings, the Consultant shall furnish two (2) copies of all completed or partially completed, plans, specifications and estimates which have been developed or altered since the last Progress Review Meeting. Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled. The Consultant shall provide the SCA with (2) copies of the Progress Report at least four (4) working days before the Monthly Progress Meeting.

4.5 Standards of Work

4.5.1 Conflicts / Design Exceptions. In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to SCA for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by SCA shall be at Consultant's risk and expense.

4.6 Do Not Exceed

The total bid cost shall include a do not exceed amount. Other direct costs, intended to be charged to the SCA, need to be stated. No mark-ups will be allowed for other direct costs.

4.6.1 Invoicing

Invoices are to be submitted monthly. The invoices shall reference the project title, and list charges by task, worker classification, hours, billing rate, and totals. Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

Contract Amount
 Total Prior Contract Billings
 Contract Work Performed this Period
 Total Contract Amount Performed To Date
 Contract Percent Complete
 Total Amount Remaining for the Contract

4.7 Insurance Requirements

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies: 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the SCA at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the SCA, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for the SCA.

General Liability Coverage.

The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage.

The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Professional Liability Coverage.

The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by SCA arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

Endorsements.

Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of Nevada, or which is approved in writing by SCA, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. SCA, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the SCA, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the SCA, including any self-insured retention the SCA may have shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the SCA, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the SCA, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the SCA .

CONSULTANT agrees to provide immediate notice to SCA of any claim or loss against Contractor arising out of the work performed under this agreement. SCA assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve SCA.

Any deductibles or self-insured retentions must be declared to and approved by the SCA. At the SCA's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

The CONSULTANT shall provide certificates of insurance with original endorsements to the SCA as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the SCA on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the SCA at all times during the term of this Agreement.

Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the SCA may terminate the Agreement.

The commercial general and automobile liability policies required by this Agreement shall allow SCA, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the SCA Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should SCA pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, SCA may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by SCA due to the breach. 4.8 Indemnification. CONSULTANT shall indemnify, defend with counsel approved by SCA, and hold harmless SCA, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of SCA'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SCA. Should SCA in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the SCA its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the SCA (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Nevada and will survive termination of this Agreement. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by the sample agreement, and any approval of said insurance by SCA, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

Spring Creek Association
Comprehensive Pavement Management Program
HOLD HARMLESS AGREEMENT
Appendix A

I _____ (Respondent) agrees to indemnify and hold Spring Creek Association (SCA) harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the SCA from any and all increased expenses resulting from such delay.

Signature of Respondent & Title

Date

Signature of Respondent Witness & Title

Date

Spring Creek Association
Comprehensive Pavement Management Program
NON-COLLUSION AFFIDAVIT
Appendix B

I _____ (Respondent) of the firm of _____ (Respondent Firm Name) responded to the notice for calling for qualification for Spring Creek Association Comprehensive Pavement Management Program for the SCA. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that Spring Creek Association relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent & Title

Date

Signature of Respondent Witness & Title

Date

Spring Creek Association
Comprehensive Pavement Management Program
Indemnification and Insurance
Indemnification and Hold Harmless
Appendix C

The Respondent agrees to indemnify and hold Spring Creek Association harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or

maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

Insurance Requirements

Respondent must provide a certificate of insurance with their response.

Signature of Respondent & Title

Date

Signature of Respondent Witness & Title

Date