



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/25/2016			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Shawn Breen (972-769-4193)		Project No. 6756	
<b>CAPTION</b>					
Approval of an Engineering Professional Services Agreement between the City of Plano and Data Transfer Solutions, LLC (DTS) in the amount of \$336,940 for Professional Pavement Data Collection Services and authorizing the City Manager or his designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16 &amp; 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		2,044,922	3,000,000	4,300,000	<b>9,344,922</b>
Encumbered/Expended Amount		-2,044,922	-2,632,927	0	<b>-4,677,849</b>
This Item		0	-135,000	-201,940	<b>-336,940</b>
BALANCE		0	232,073	4,098,060	<b>4,330,133</b>
<b>FUND(S):</b> CAPITAL RESERVE FUND					
<p><b>COMMENTS:</b> Funding is available in the 2015-16 Street Capital Reserve CIP for this item and is anticipated in the 2016-17 CIP. This engineering professional services agreement, in the total amount of \$336,940, will leave a total project balance of \$4,330,133 available for future expenditures related to street condition investigation and other pavement maintenance projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Commissioning professional services to evaluate Plano's road system relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Public Works Department recommends the award of this engineering contract to Data Transfer Solutions, LLC (DTS) in the amount of \$336,940.00. This contract will evaluate the City of Plano road system. It will evaluate the condition of all the city owned roads in Plano. This contract will help determine how much money needs to be invested in the maintenance and replacement of the roads in Plano. Additionally, this contract will develop an inventory of all the signs in City of Plano.</p> <p>DTS was selected thru RFQ 2016-0110-B. The recommendation memo is attached.</p>					
List of Supporting Documents: Recommendation Memo, Contract			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** June 13, 2016

**To:** Bruce D. Glasscock, City Manager

**From:** Gerald P. Cosgrove, P.E., Director of Public Works

**Subject: 2016-0110-B RFQ for Pavement Data Collection Services Recommendation**

The evaluation team has reviewed all the proposals received on City of Plano Bid No. 2016-0110-B and recommends the selection of Data Transfer Solutions, LLC (DTS), who provides the best qualifications for the City of Plano.

The evaluation team had representatives from the Engineering Department, the Planning Department (GIS) and two members from the Public Works Department.

Five proposals were submitted, and the evaluation team ranked the items listed below. Pricing was not evaluated.

Proposals were evaluated based on a scale of 0-5 with 0 meaning that the proposal was non-responsive and 5 meaning that the solution innovatively exceeds all needs:

- |  |     |
|--|-----|
| 1. Project Manager                     | 30% |
| 2. Project Team                        | 25% |
| 3. References and Previous Experience  | 25% |
| 4. Experience with ESRI and Cartegraph | 20% |

If this contract is not awarded, the ability of the Public Works Department to more efficiently determine where and how much money is needed to maintain its street system will be impacted.

Feel free to contact me if you have any questions at extension 4276.

**PROFESSIONAL PAVEMENT DATA COLLECTION SERVICES**

**PROJECT NO. 6756**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **DATA TRANSFER SOLUTIONS, LLC**, a **FLORIDA** Limited Liability Company licensed to do business in the state of Texas, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Consultant to prepare construction plans, specifications, details and special provisions and to perform other related consulting services in connection with pavement data collection services located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Consultant desires to render such consulting services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. Employment of the Consultant**

The City hereby agrees to retain the Consultant to perform professional consulting services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. Scope of Services**

The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

### **III. Schedule of Work**

The Consultant agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Consultant, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

### **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Consultant and available in City's files.

### **VI. Insurance**

Consultant agrees to meet all insurance requirements, and to require all consultants who perform work for Consultant to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Consultant agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Consultant shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Consultant's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

### **VII. INDEMNITY**

**THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE CONSULTANT'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT,**

INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONSULTANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

### **VIII. Independent Contractor**

Consultant covenants and agrees that Consultant is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

### **IX. Assignment and Subletting**

The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the City as provided by this Agreement.

## **X. Audits and Records/Prohibited Interest**

The Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Consultant shall execute the affidavit shown in Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

## **XI. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Consultant. In the event of such termination, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

## **XII. Consultant's Opinion of Probable Construction Costs**

The parties recognize and agree that any and all opinions of probable construction costs prepared by Consultant in connection with the Project represent the best judgment of Consultant as a design professional familiar with the construction industry, but that the Consultant does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Consultant.

## **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Consultant; however, the Project is the property of the City and Consultant may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this

Agreement under Article XI, Consultant will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Consultant's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

#### **XIV. Complete Contract**

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

#### **XV. Mailing of Notices**

Unless instructed otherwise in writing, Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano  
Attention: Gerald P. Cosgrove, P.E.  
Public Works Department  
P.O. Box 860358  
Plano, TX 75086-0358

City agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

Data Transfer Solutions, LLC  
Attention: Jason Amadori  
3680 Avalon Park East Blvd., Suite 200  
Orlando, FL 32828

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## **XVI. Miscellaneous**

**A. Paragraph Headings:**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**B. Contract Interpretation:**

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin or Denton County, (**choose one or both based upon where project is located**) Texas. Exclusive venue shall lie in Collin County, Texas.

**D. Successors and Assigns:**

City and Consultant, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**E. Severability:**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**F. Effective Date:**

This Agreement shall be effective from and after execution by both parties hereto.

**G. Authority to Sign:**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

**DATA TRANSFER SOLUTIONS, LLC**  
A Florida Limited Liability Company  
Licensed to do Business in the State of  
Texas

DATE: 7/6/16

BY: 

Allen Ibaugh  
CHIEF EXECUTIVE OFFICER

CITY OF PLANO, TEXAS

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

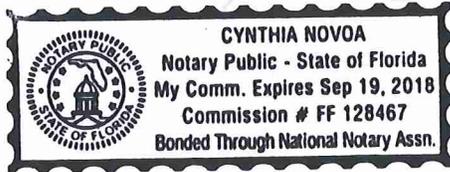
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF FLOIDA       §  
                                  §  
COUNTY OF ORANGE   §

This instrument was acknowledged before me on the 6 day of July, 2016, by **ALLEN IBAUGH, Chief Executive Officer**, of **Data Transfer Solutions, LLC**, a Florida **LIMITED LIABILITY COMPANY**, licensed do to business in the state of Texas, on behalf of said company.



*Cynthia Novoa*  
\_\_\_\_\_  
Notary Public, State of Florida

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## **EXHIBIT A SCOPE OF SERVICES**

### **Task 1 - Centerline Review and Route Planning**

CITY will provide ENGINEER with their latest road centerline file of the roads that will be inspected, which is approximately 1,147 centerline miles of roads. CITY will provide ENGINEER with a list of roads currently under construction that will need special consideration during the data collection phase. CITY will also provide ENGINEER with a prioritized list of roads to be collected. These construction and priority roads will be collected, but a particular lane will be designated for collection.

#### ***Deliverables:***

1. ENGINEER will provide CITY with a GPS "breadcrumb" file of data collection routes and image locations in an ArcGIS personal geodatabase format. Pavement and ROW images will be delivered as industry-standard JPEG file format (.jpg).

### **Task 2 – Mobile Image and Pavement Data Collection**

ENGINEER will collect the CITY'S pavement network of one thousand one hundred forty seven (1,147) centerline miles with its mobile asset collection vehicle. The ENGINEER will utilize the following equipment to obtain the pavement inspection data:

- A downward-facing, progressive line-scan imaging solution that utilizes laser-illumination to provide high-resolution images (1mm-pixel resolution) of the pavement surface to clearly detect and quantify distresses.
- Technology to provide pavement surface images (JPEG) that provide 100% continuous pavement coverage in the direction of travel.
- Image resolution will be approximately 1mm-pixel, pavement images with a minimum horizontal resolution of 4,000 pixels or better;
- Longitudinal profile and roughness data (IRI) to provide a ride condition index for each segment to be used in calculation of the segment Pavement Condition Index (PCI) in accordance with American Society for Testing and Materials (ASTM) E950;
- A Profiler that collects Rutting for both left and right wheel paths to 100th of an inch (per American Association of State Highway and Transportation Officials (AASHTO) R48);
- High-Definition Right-of-Way (ROW) camera setup for data collection resulting in both forward and rear-facing views.

ENGINEER will process and review the inspection data for network coverage, image quality and GPS accuracy. Network coverage checks will ensure that all CITY road segments determined to be part of this project have been collected in both directions of travel. Image quality checks will ensure that the downward-facing images are uniformly illuminated, tonally balanced and do not contain any smearing or blurring. The right-of-way imagery will be reviewed to insure that the images are captured with the correct

dynamic range (typically collected dark so they can be lightened for analysis), do not contain sun glare and are free of any smearing or blurring.

***Deliverables:***

1. Right-of-Way imagery for all segments collected.
2. Downward-facing Pavement Imagery for all segments collected.

**Task 3 - Pavement Inspection Rating - Overall Condition Index (OCI)**

Once the pavement data has been acquired, ENGINEER shall inspect as per the ASTM-D6433 testing methodology for Roads and Parking Lots. This method will capture the Type, Severity and Extent of each distress as identified in the downward-facing imagery.

ENGINEER will provide inspection results to CarteGraph for import into the CarteGraph OMS Software. The pavement inspection data will be imported by CarteGraph into the CITY's production databases once all of the pavement inspection information has been reviewed and approved by the CITY. The CITY will back up the existing CarteGraph database and provide CarteGraph with access to the pavement database so that CarteGraph can import the new inspection data. The ENGINEER assumes that the City is current with their software maintenance agreement with CarteGraph which allows for the import of this data into their production database.

***Deliverables:***

1. ArcGIS Personal Geodatabase of distresses containing the Type, Severity and Extent of distresses along the road segment as defined by the ASTM D6433 sampling methodology.
2. Rutting values for left and right wheel paths averaged for the segment.
3. Roughness coefficient averaged for the entire segment.

All inspection, sample, and distress measurements shall be imported into the CarteGraph software by ENGINEER. The CarteGraph software then calculates the Overall Condition Index (OCI) values for each segment.

**Task 4 – Pavement Distress Data**

ENGINEER shall deliver an ArcGIS personal geodatabase containing each longitudinal, transverse and alligator distress identified and categorized by severity for the entire length of the segment as well as an ArcGIS personal geodatabase containing the rutting data identified and categorized by severity for the entire length of the segment.

For Brick roads, ENGINEER will provide a modified rating approach that is based on the following categories:

- **4-Very Good** = New condition and no defects noted
- **3-Good** = Very few defects and good ride
- **2-Fair** = one or more types of the defects are present on at least 5% to 25% of the surface area. The ride may also be uneven and rough. Other characteristics are sunken areas, broken bricks, poor drainage, open joints and spot repairs needed.
- **1-Poor** = defects on more than 25% of the surface area. The ride is very rough and numerous patches with poor drainage. The road would require extensive repairs or reconstruction.

***Deliverables:***

1. ArcGIS Personal Geodatabase of Road Segments that defines a 3-year model work plan.
2. All inspection, sample, and distress measurements shall be provided to the CITY by ENGINEER in a format capable of being imported into OMS.
3. ArcGIS Personal Geodatabase of rutting data identified and categorized by severity for the entire segment.

**Task 5 – Sign and Support Data Extraction and Delivery:**

ENGINEER will provide the CITY with the Location and Attribute information related to Signs and Supports. Both Signs and Supports will be delivered as ArcGIS Personal Geodatabases. ENGINEER will provide Sign and Support data to CarteGraph for import into the CarteGraph OMS Software.

The Signs inspection data will be imported by CarteGraph into the CITY's production databases once all of the Signs inspection information has been reviewed and approved by the CITY. The CITY will back up the existing CarteGraph database and provide CarteGraph with access to the Signs database so that CarteGraph can import the new inspection data. The ENGINEER assumes that the City is current with their software maintenance agreement with CarteGraph which allows for the import of this data into their production database.

The following GIS Attributes will be provided for each Sign and Support feature:

**Sign and Support Attributes (Point Feature)**

For Both Signs and Supports:

- AssetID
- X,Y Location
- Photo Image link
- Location (Street Name asset located on)

For Supports ONLY:

- PostID
- Support structure type
  - Wood Pole
  - Bridge
  - U-Channel
  - Utility Pole
  - Mast Arm
  - Pipe
  - Steel Square
  - Street Light
  - Traffic Signal
  - Other
- Condition Rating
  - **Good** – Support is operating as designed with no issues.
  - **Fair** – Support is bent, twisted or leaning, but performing as designed.
  - **Poor** – Support is structurally damaged or knocked down.
- Comments

For Signs ONLY:

- Sign type (MUTCD code)
- Sign Text
- Sign Orientation
  - N
  - S
  - E
  - W
  - NE
  - NW
  - SE
  - SW
- Travel Direction
  - N
  - S
  - E
  - W
  - NE
  - NW
  - SE
  - SW

- Physical Condition Rating
  - **Good:** sign is visible, not faded, straight/upright, legible, no graffiti
  - **Fair:** sign has minor to no visual defects with good reflectivity, not faded, straight/upright, legible, no graffiti = sign that may need replacement after 5 or more years
  - **Poor:** sign has many visual defects with poor reflectivity faded, bent or pushed over (sign panel or post), heavy graffiti; obstructed; not visible or legible = sign needs immediate replacement
- Comments

***Deliverables:***

1. Final ArcGIS Personal Geodatabase containing Sign and Support information (Location, Visual Condition Assessment and Attributes).

**Task 6 - Final Report of Pavement Condition:**

ENGINEER will provide the CITY 3-year pavement rehab/resurfacing/repair program based on the CITY'S pavement condition evaluation from the resulting CarteGraph OCI outputs.

1. A Final Overall Condition Index Report for the Project including:
  - a. Executive Summary
  - b. Project methodology and pavement data
  - c. Street segment OCI
  - d. Annual pavement maintenance program as approved by CITY
  - e. Budget deferral analysis
  - f. Exhibits showing OCI and street segment length, lanes and pavement type
  - g. Exhibits illustrating streets to be maintained based on annual budget and maintenance activity

***Deliverables:***

1. Final ArcGIS Personal Geodatabase containing collected pavement data, OCI value, recommended maintenance activities and cost information.
2. Final Overall Condition Index Report.

**ACCEPTANCE CRITERIA**

The results of the data collection shall be quality checked for rating consistency by ENGINEER to ensure the accuracy and quality of deliverables. Additionally, deliverables will be checked for missing and/or duplicate assets. A 97% accuracy rate is expected and Quality Control checks will be based on the batch/sample size of the delivery (see Table A below to determine sample size for the appropriate accuracy rate).

For any measurement that is needed it must be accurate to the nearest foot. If the data has more errors than allowable the set of data will be corrected. This process will be repeated until each set of data is within the allowable limits.

**Method of measurement of acceptable quality level (AQL)**

Each attribute captured for an asset counts as one unit of measure. Each physical measurement required for an asset location counts as one attribute or unit of measure. The following location information also counts as an attribute or unit of measure for each asset: Physical presence (when captured as per source = correct, not captured or missed = incorrect) In the event of a duplicate capture of an asset, the total number of attributes or units of measure for the duplicate asset(s) will be deducted from the total units of the sample set, and one error or unit of measure (incorrect physical presence) is charged.

Batch size			Sample Size (Normal)	Acceptance Rate (%)				
				99.0	98.5	97.5	96.0	93.5
2	to	8	2	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
9	to	15	3	≤ 0	≤ 0	≤ 0	≤ 0	≤ 0
16	to	25	5	≤ 0	≤ 0	≤ 0	≤ 0	≤ 1
26	to	50	8	≤ 0	≤ 0	≤ 0	≤ 1	≤ 1
51	to	90	13	≤ 0	≤ 0	≤ 1	≤ 1	≤ 2
91	to	150	20	≤ 0	≤ 1	≤ 1	≤ 2	≤ 3
151	to	280	32	≤ 1	≤ 1	≤ 2	≤ 3	≤ 5
281	to	500	50	≤ 1	≤ 2	≤ 3	≤ 5	≤ 7
501	to	1,200	80	≤ 2	≤ 3	≤ 5	≤ 7	≤ 10
1,201	to	3,200	125	≤ 3	≤ 5	≤ 7	≤ 10	≤ 14
3,201	to	10,000	200	≤ 5	≤ 7	≤ 10	≤ 14	≤ 21
10,001	to	35,000	315	≤ 7	≤ 10	≤ 14	≤ 21	≤ 21
35,001	to	150,000	500	≤ 10	≤ 14	≤ 21	≤ 21	≤ 21
150,001	to	500,000	800	≤ 14	≤ 21	≤ 21	≤ 21	≤ 21
500,001	and over		1250	≤ 21	≤ 21	≤ 21	≤ 21	≤ 21

Example: a delivery results in 100 assets – each asset has been determined to have 10 attributes to be captured (including the physical presence “attribute” for each asset) – thus total units of measure for the Batch size = 1,000 (100 x 10). Based on Table A, a Quality Control using a sample size of 80 units should be assessed for quality. With an expected accuracy of 97%, the allowable number of errors ≤ 5.

**EXHIBIT B  
SCHEDULE OF WORK**

**Proposed Schedule (all from Notice to Proceed) (City of Plano)**

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Duration</u></b>
1a	Project initiation, centerline identification and mobile asset collection pre-planning, project mobilization	2 days
1b	Project kickoff meeting	1 day
2	Mobile Image and Pavement Data Collection	90 days
3	Pavement Inspection Rating OCI (concurrent with data collection)	75 days
4	Pavement Distress Data	14 days
5	Traffic Sign and Support Data Extraction and Delivery (concurrent with data collection)	60 days
6	Final Report of Pavement Condition	7 Days

**EXHIBIT C  
PAYMENT SCHEDULE**

<b><u>Description</u></b>	<b><u>Units</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
Project Mobilization	1	\$3,000	\$3,000
Centerline Review & Route Planning (Hours)	8	\$90	\$720
Mobile Image and Pavement Data Collection (Centerline Miles)	1,147	\$100	\$114,700
Pavement Inspection Index (Centerline Miles)	1,147	\$100	\$114,700
Integration with Cartegraph OMS	1	\$9,500	\$9,500
Pavement Modeling & Final Report	1	\$20,500	\$20,500
Traffic Sign Inventory (Centerline Miles)	1,147	\$60	\$68,820
Data Import into Cartegraph OMS	1	\$5,000	\$5,000
<b>Total</b>			<b>\$336,940</b>

**EXHIBIT "D"**  
**CONSULTING**  
**INSURANCE**

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

**1. General Insurance Requirements:**

- 1.1 The Consultant (hereinafter called "Consultant") shall not start work under this contract until the Consultant has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Consultant will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Consultant's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
  - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Consultant shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Consultant agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Consultant fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Consultant. Consultant may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Consultant's Insurance - "Occurrence" Basis:**

- 2.1 The Consultant shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
  - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
    - i. General aggregate limit is to apply per project;
    - ii. Premises/Operations;
    - iii. Actions of Independent Contractors;
    - iv. Contractual Liability including protection for the Consultant from claims arising out of liability assumed under this contract;
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
  - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

**3.0 Consultant's Insurance – Claims Made**

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# CONSULTING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$ _____ BI & PD each occurrence



## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **Data Transfer Solutions, LLC**, a Company organized under the laws of the State of Florida, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Data Transfer Solutions, LLC**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

A religious organization.

A political organization.

An educational institution.

A branch or division of the United States government or any of its departments or agencies.

A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

A private club that is restricted to members of the club and guests and not open to the general public.

Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

