

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Capital Improvement Department

**AGENDA DATE:** January 23, 2018

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, 212-0065

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** No. 7: Enhance and Sustain El Paso's Infrastructure Network

**SUBJECT:**

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services with Data Transfer Solutions, LLC., for the project known as "Pavement Conditions Index Assessment".

**BACKGROUND / DISCUSSION:**

The City Council previously approved funds for the Pavement Conditions Index Assessment on August 7, 2017. The Pavement Conditions Index Assessment will update historical PCI data and cost assumptions, evaluate all roadways within the City and assign a current rating for each roadway, develop a new database, and evaluate current maintenance practices.

**SELECTION SUMMARY:**

N/A

**PROTEST**

- ☐ No protest received for this requirement.
- ☒ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ Not Applicable (Routine)  
If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

**PRIOR COUNCIL ACTION:**

Funding for the Pavement Conditions Index Assessment was approved by the City Council on August 7, 2017.

**AMOUNT AND SOURCE OF FUNDING:**

\$738,925 – 2017 Capital Plan

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

\_\_\_\_\_ 



CITY OF EL PASO  
CAPITAL IMPROVEMENT DEPARTMENT  
218 N. Campbell, Second Floor  
EL PASO, TEXAS 79901

## EVALUATION COMMITTEE SCORE SUMMARY

### Pavement Condition Index Assessment

#### Project No.

	Data Transfer Solutions, Inc.	Dynatest North America, LLC	Transmap Corporation	IMS Infrastructure Management Services
Rater #1	81	74	79	72
Rater #2	86	81	88	83
Rater #3	78	75	68	71
Rater #4	95	89	94	94
Rater #5	86	69	81	72
Total Score	426	388	410	392

Rater #1	1	3	2	4
Rater #2	2	4	1	3
Rater #3	1	2	4	3
Rater #4	1	4	2	2
Rater #5	1	4	2	3
Total Score	6	17	11	15
RANK	1	4	2	3

## **RESOLUTION**

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign an Agreement for Professional Services with **Data Transfer Solutions, LLC.**, for the project known as **“PAVEMENT CONDITIONS INDEX ASSESSMENT”**, for an amount not to exceed Seven Hundred Thirty Eight Thousand Nine Hundred Twenty Five and No/100 Dollars (**\$738,925.00**); to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (**\$50,000.00**) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (**\$50,000.00**) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Eight Hundred Thirty Eight Thousand Nine Hundred Twenty Five and No/100 Dollars (**\$838,925.00**); and

That the City Engineer is authorized to issue a Notice to Proceed for the optional Scope of Services in 2020, 2021, and 2022 for an amount not to exceed Seven Hundred Fifty Seven Thousand Five Hundred Fifty Seven and No/100 Dollars (**\$757,557.00**) pursuant to the rates established in the Agreement if the amounts are within the appropriate budgets of the project; and

That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

*(Signatures on the Following Page)*

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.


THE CITY OF EL PASO

\_\_\_\_\_  
Dee Margo  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Data Transfer Solutions, LLC.**, a Florida Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional project management services for the project known as “**PAVEMENT CONDITIONS INDEX ASSESSMENT**”, hereinafter referred to as the “**Project**”, as further described in Attachment “**A**” and

**WHEREAS**, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Optional Scope of Services

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction management services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in Attachment “**A**”. Such Scope of Services shall be completed in accordance with the identified phases described in Attachment “**D**”.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

**2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **SEVEN HUNDRED THIRTY EIGHT THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$738,925.00)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**. If the Owner exercises the option to

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**.



In addition, the City Engineer has the option to issue a Notice to Proceed for scope of work in **Attachment “E”**. In the event that funds relating to Attachment E do not become available, such as by the City Council not appropriating the funds, the Owner shall have no obligation to pay for any services related herein to Consultant for the Owner’s fiscal year during which time such funding is not available or appropriated. Should Owner experience a funding unavailability, Owner will provide written note to the Consultant of Owner’s cancellation of this Agreement upon termination of funding.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
  - \$1,000,000.00 Per Occurrence
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury

### **Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify hold harmless, and defend Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to any negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's officers, directors, partners, agents, consultants or employees. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or

damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **ARTICLE VI. FEDERAL PROVISIONS**

### **6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS**

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of

any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**6.1.2 DBE GOOD FAITH EFFORTS.** It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of N/A% has been established for this Project. The Consultant shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Consultant's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The Consultant shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

**6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.**

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Owner, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Owner to enter into such litigation to protect the interests of Owner and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## ARTICLE VII. GENERAL PROVISIONS

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

**7.3 CONSULTANT’S QUALITY OF WORK.** The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant’s records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant’s office hours) and places upon reasonable notice.

**7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.



**7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
---------------	--

With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Data Transfer Solutions, LLC. Attn: Bart Williamson 3310 Edge View San Antonio, Texas 78259
--------------------	--

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

**CITY OF EL PASO:**

---

Tomás González  
City Manager

**CONSULTANT:  
Data Transfer Solutions, LLC.**

---


A.M. 'Trey' Fragala, III, AICP, PMP  
Operations Director

**APPROVED AS TO FORM:**

---

Sol M. Cortez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



---

Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS   §  
  §  
COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by **Tomás González**, as **City Manager of the City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

**THE STATE OF TEXAS   §  
  §  
COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by **A.M. 'Trey' Fragala, III, AICP, PMP**, as **Operations Director of Data Transfer Solutions, LLC**.

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

**My commission expires:**

\_\_\_\_\_

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

# **City of El Paso, Texas**

## **Pavement Condition Index (PCI) Assessment SOW**

### **Task 1 - Project Setup**

#### **1.1 *Project Initiation***

Upon notice to proceed the CONSULTANT will arrange a kick-off meeting to confirm the project requirements and scheduling. The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the OWNER requirements and decisions during the meeting. CONSULTANT will request that the OWNER provide any existing database including MicroPAVER and Cityworks, previous inventory of street conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. Project communication protocol, documentation, accounting methodologies, data format, and standards will be confirmed during the meeting.

#### **1.2 *GIS Centerline/Data Import and Data Preparation***

CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database. The OWNER represents that the City maintains approximately 2,488 centerline miles of roadway.

CONSULTANT will work with the OWNER to maintain the unique identifier of each of the road segments on the OWNER road network so that the pavement database can maintain a persistent link to the GIS data.

The OWNER will provide a copy of the existing pavement database. The CONSULTANT will import the existing pavement management related data, such as pavement width, pavement type, etc. to the MicroPAVER pavement management database and prepare the database for data collection.

CONSULTANT will communicate with the OWNER to gather required information to define all of the distress types and treatment selections. Based on this information, a Pavement Condition Index (PCI) rating and treatment selection manual will be created to identify and define each distress type and its severity, extent, and treatment selection (based on the ASTM-D6433 testing methodology for roads and parking lots).

CONSULTANT will provide the OWNER with a GPS "breadcrumb" file of data collection routes and image locations containing X,Y,Z in Texas Central State Plane Coordinates.

### **1.3 *Project Management***

CONSULTANT will provide project management for the duration of the project, including coordinating and attending meetings via web meetings or in person with OWNER, data research and collection efforts as required, preparing weekly progress reports, and schedule updates.

#### **Task 1 Deliverables:**

- Meeting minutes, Project Implementation Plan, and Project schedule.
- Pavement distress rating manual.
- Weekly progress reports and schedule updates.

### **Task 2 - Pavement Data and Image Capture**

The CONSULTANT will collect roadway data and images for the OWNER's 2,488 centerline miles of roadway using a Mobile Asset Collection (MAC) data collection vehicle.

#### **2.1 *System Setup, Mobilization and Pilot Project***

CONSULTANT will setup the data collection system and pavement management system so that all GIS and database system data are integrated and properly configured.

CONSULTANT will mobilize multiple Mobile Asset Collection (MAC) Laser Road Imaging Systems (LRIS) vehicles to OWNER site.

CONSULTANT will work with the OWNER to setup a pilot project area of at least 20 centerline miles of various classifications of roadways so initial sample data can be collected and verified. CONSULTANT will collect data on the pilot project area in approximately two days of field work, extract and evaluation the observed distresses within a period of two weeks, and provide the resulting PCI values for review. CONSULTANT will review the results with the OWNER in at least one on-site meeting over two days to review field conditions and discuss the observations and

resulting calculations for PCI values. CONSULTANT will document and discuss adjustments and modifications for distress evaluations with the OWNER and acquire approval for full size project implementation. The following is a listing of the items that will be subjected to our team's evaluation process:

**1. Locational and Positional Requirements**

- a. DMI
- b. GPS Coordinates
- c. Time stamps
- d. Pavement data bins

**2. Roadway Condition Data**

- a. Directionality
- b. Pavement surface type
- c. Pavement condition
  - i. IRI
  - ii. Rutting
  - iii. Asphalt surfaced distresses listed in ASTM D6433-11 Standard Practices for Roads and Parking Lots Pavement Condition Index Surveys (19)-alligator cracking, bleeding, block cracking, bumps and sags, corrugation, depression, edge cracking, joint reflection cracking, lane shoulder drop off, longitudinal and transverse cracking, patching, polished aggregate, potholes, railroad crossing, rutting, shoving, slippage cracking, swelling, and weathering/raveling (CONSULTANT will work with OWNER on confirming final distresses and rating)
  - iv. Concrete surfaced distresses listed in ASTM D6433-11 Standard Practices for Roads and Parking Lots Pavement Condition Index Surveys (19)-buckling, corner break, divided slab, durability crack, faulting, joint seal, lane/shoulder, linear cracking, patching (large), patching (small), polished aggregate, popouts, pumping, punchouts, railroad crossing, scaling, shrinkage, spalling corner and spalling joint (CONSULTANT will work with OWNER on confirming final distresses and rating)

**2.2 Field Data and Image Capture**

The DTS team consists of a driver and operator (CONSULTANT) who will systematically drive the MAC LRIS vehicle on the road segment listings provided by the OWNER. The CONSULTANT will collect pavement data with two-way roads receiving two passes and one-way roads receiving a single pass per lane. CONSULTANT proposes to use its MAC LRIS vehicle line scan camera with laser illumination and four right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads will not be surveyed.



*A DTS Mobile Asset Collection (MAC) Vehicle*

The DTS Mobile Asset Collection vehicle is equipped with:

- **High-resolution right-of-way digital cameras** – Allied Vision Prosilica GX1920C GigE, frame rate of 15 images per second and 1936 x 1456 color resolution
- **Laser Road Imaging System (LRIS) pavement imaging system** – collects high-definition pavement images used to extract distress type severity and extent measurements. 4096 pixel/line, 28,000 lines/sec, 1mm resolution
- **ApplanixPOS220V inertial measuring unit (IMU)** – centimeter-level positioning of MAC van during collection
- **DMI equipment** – distance measuring instrument used for system integration
- **GPS equipment** – used for mapping level positioning of the vehicle, heading information and positional tagging of images. 2 positional units, 1 differential unit
- **Servers** – on board servers for storing data, processing images and storing profiler, GPS, DMI and IMU data
- **Surface (road) profiler** – used for precise pavement ride and rut measurement

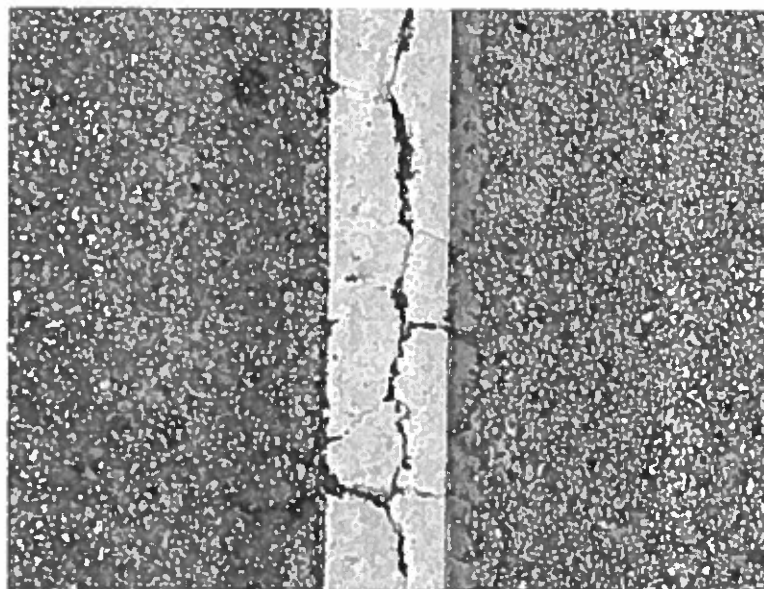


The MAC system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently. The CONSULTANT'S MAC LRIS vehicles will collect imagery for the optional roadway asset list including: drop inlets, curb inlets, manholes, culverts, ditches, traffic signs, pavement markings/stripping, bridges, traffic signals and poles, sidewalks, curbs, trees, light poles, guiderails, ADA ramps, shoulders, etc. The OWNER can contract with CONSULTANT for development of a Right-of-Way (ROW) asset inventory for the above listed assets and associated attributes for the corresponding assets.

### **2.3 *Pavement Surface Imaging Rating***

CONSULTANT MAC LRIS vehicle pavement imaging sensors are oriented from nadir (straight-down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

- CONSULTANT will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to clearly detect and quantify distresses.
- pavement surface imaging (JPEG format) will span, at a minimum, the data collection lane from left lane stripe to right lane stripe, and will provide 100% continuous pavement coverage
- image resolution will be such that all visual cracking distresses can be accurately identified and quantified
- images will have a minimum horizontal resolution of 4,000 pixels or better
- images will be synchronized with OWNER'S centerline file
- DTS will collect longitudinal profile and roughness data (IRI) to provide a ride condition index for each segment



*Pavement Image Captured with the 4K Laser Road Imaging System*

The following is a listing of the items that will be subjected to our team's evaluation process:

**3. Locational and Positional Requirements**

- a. DMI
- b. GPS Coordinates
- c. Time stamps
- d. Pavement data bins

**4. Roadway Condition Data**

- a. Directionality
- b. Pavement surface type
- c. Pavement condition
  - i. IRI
  - ii. Rutting
  - iii. Asphalt surfaced distresses listed in ASTM D6433-11 Standard Practices for Roads and Parking Lots Pavement Condition Index Surveys (19)-alligator cracking, bleeding, block cracking, bumps and sags, corrugation, depression, edge cracking, joint reflection cracking, lane shoulder drop off, longitudinal and transverse cracking, patching, polished aggregate, potholes, railroad crossing, rutting, shoving, slippage cracking, swelling, and weathering/raveling (CONSULTANT will work with OWNER on confirming final distresses and rating)
  - iv. Concrete surfaced distresses listed in ASTM D6433-11 Standard Practices for Roads and Parking Lots Pavement Condition Index Surveys (19)-buckling, corner break, divided slab, durability crack, faulting, joint seal, lane/shoulder, linear cracking, patching (large), patching (small), polished aggregate, popouts, pumping, punchouts, railroad crossing, scaling, shrinkage, spalling corner and spalling joint (CONSULTANT will work with OWNER on confirming final distresses and rating)

**2.4 Pavement Condition Evaluation**

With the pavement image collection started, CONSULTANT will begin processing pavement images. This allows CONSULTANT to begin the pavement distress rating process concurrent with the image collection.

Once pavement images and distress mapping processing is complete for each collection day, CONSULTANT'S experienced pavement evaluators will review each street segment's images for a complete and thorough evaluation of the existing pavement condition per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, raveling, flushing, and patching. The EarthShaper software allows distress vectors to be viewed and edited through this workflow. The CONSULTANT has designed the EarthShaper asset data extraction software by optimizing the performance of visualization/QC of the roadway condition and inventory data.



- CONSULTANT will provide training for up to two days on PAVER including training on both inspection and program administration
- CONSULTANT will provide a one-day training session on use and navigation of EarthShaper production software

#### **Task 4 - Pavement Final Report**

Once the Pavement Condition Index (PCI) has been calculated, DTS will provide the OWNER with a 5-year pavement rehab/resurfacing/repair program based on the OWNER'S pavement condition evaluation. The PCI trigger levels in the decision trees will also be evaluated to determine the effectiveness of each treatment for improved PCI value and life extension, per the deterioration curves. History of the most recent treatments, construction date of streets, and historical performance will also be helpful in determining the effectiveness of current decision trees.

CONSULTANT will deliver a Final Pavement Condition Index Report and pavement preservation plan for the project including:

- Executive Summary
- Project methodology and pavement data
- Street segment PCI
- Historical review of performance in relation to geology, environment, and treatment history
- Annual pavement maintenance program with recommendations for improvement, repair and treatment types and development of unit cost estimates
- Budget deferral analysis with goals and priorities and guidelines for selecting treatments with ranking criteria
- Exhibits showing PCI and street segment length, lanes and pavement type

#### **Task 4 Deliverables:**

- CONSULTANT will deliver a final GIS file geodatabase containing collected pavement data, PCI value, recommended maintenance activities, and cost information.
- CONSULTANT will work with OWNER on analysis of prevalent historical issues (thermal cracking, geologic issues based on river proximity versus mountainous regions, historical treatment performance) affecting pavement preservation and developing an optimization of pavement management decisions during at least two separate on-site visits for at least two days each.
- CONSULTANT will deliver a Final Pavement Condition Index Report, including the items listed previously in Task 4.
- CONSULTANT will help develop a presentation of Pavement Condition Index Final Report findings to City Staff and City Council and present during a work session presentation to City Council mid to late March. The presentation will include 1)

maintenance strategies based on industry practices, 2) historical performance perspective based on location, and 3) update on PCI Study progress.

### **Task 5 – ADA Ramp Inventory**

CONSULTANT's MAC LRIS vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement management system. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. CONSULTANT will collect ADA ramps with the following attributes:

- AssetID
- X,Y Location
- Location (Street Name asset located on)
- Photo Image link
- Physical Condition Rating
  - Good = ramp is level with no uprooting or cracking
  - Fair = ramp has minimal uprooting or cracking
  - Poor = ramp has major uprooting or cracking and poses a hazard to pedestrians
- Truncated Dome Present (Yes/No)
- Presence or Non-Presence of ramps on all intersections of streets (including alleys and mid block ramps that exist)
- Comments



*Sample image of ramps collected with MAC LRIS system*

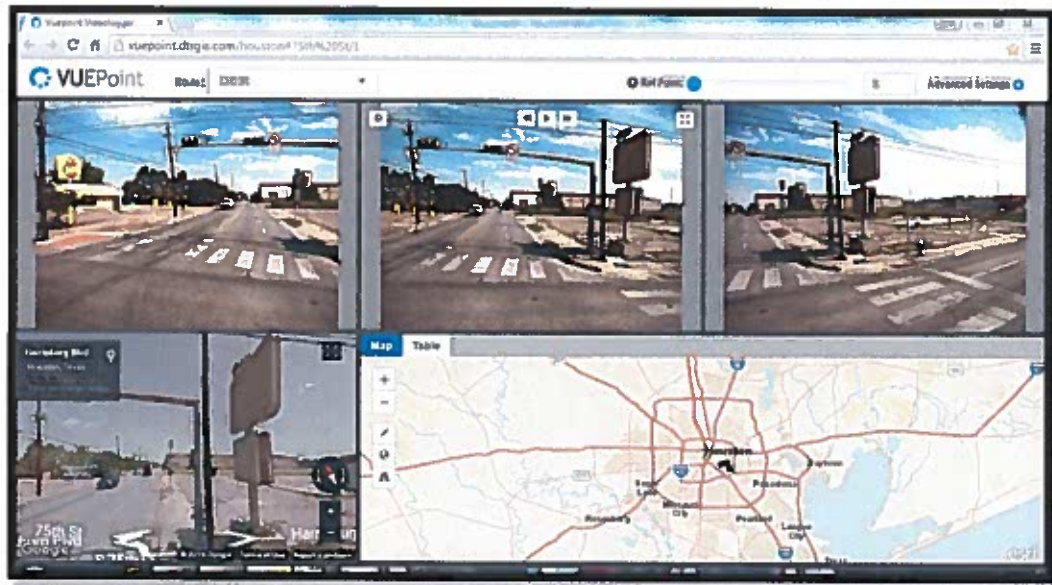
**Task 5 Deliverables:**

- CONSULTANT will deliver a ramp inventory with attributes identified above in a GIS file geodatabase along with corresponding extracted asset image

**Task 6- VUEPoint™ Videolog Viewer**

CONSULTANT will develop an Esri web-based and GIS-centric viewer, the VUEPoint™ videolog viewer, from CONSULTANT collected imagery from the MAC LRIS vehicles. CONSULTANT will provide a GIS-integrated video viewing application to the OWNER that can be used to view all of the collected data including ROW images and tabular data. OWNER will be able to query by road name, direction, year, and other attributes.





*Sample VUEPoint Videologger DTS Built for City of Houston*

#### **Task 6 Deliverables:**

- CONSULTANT will deliver a web-based and GIS-centric viewer that allows users to view CONSULTANT MAC LRIS collected right-of-way images of asset data and review pavement images
- OWNER will host VUEPoint Videologger on internal site

#### **Task 7-Quality Assurance and Quality Control**

The CONSULTANT will perform quality assurance and quality control on all data collected.

CONSULTANT has a proven Quality Assurance (QA)/Quality Control (QC) procedure for all MAC image collection projects. CONSULTANT'S QC procedures begin with MAC vehicle collection process. For the OWNER, a MAC calibration site(s) will be established that consists of up to 10 point locations nailed, painted and surveyed in a location easily accessible to the MAC LRIS vehicle. This calibration site will be recorded in at least two perpendicular directions at the beginning and end of each collection day.







*CONSULTANT field Walk-Out Maps utilized for field verification of pavement distress data*

**TASK 7 Deliverables:**

- CONSULTANT will perform field verification of pavement condition scores with City staff to answer questions and resolve discrepancies in data and field observations.

**ACCEPTANCE CRITERIA**

The results of the data collection shall be quality checked for rating consistency by CONSULTANT 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.

**TABLE A**

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.

**ATTACHMENT “B”  
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

	<b>Rate</b>
Project Manager	\$ 155.00
Sr. Pavement Engineer	\$ 230.00
Pavement Engineer	\$ 75.00
Sr. GIS Analyst-Asset Extraction/Pavement Evaluator	\$ 85.00
GIS Analyst-Asset Extraction/Pavement Evaluator	\$ 75.00
Asset Management Software Implementer and Integrator	\$ 165.00
MAC Technician	\$ 75.00
MAC Driver	\$ 75.00
Computer Programmer	\$ 123.00

NOTE: These rates include the following:

Fringe Overhead - 34%

Administrative Overhead - 182%

Profit - 20%

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the "PAVEMENT CONDITIONS INDEX ASSESSMENT" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT PHASE**

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

**d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

**e.** As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

- 1.** Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
- 2.** Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
- 3.** Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
- 4.** Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

**ATTACHMENT “D”  
PAYMENT SCHEDULE**

For the “**PAVEMENT CONDITIONS INDEX ASSESSMENT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SEVEN HUNDRED THIRTY EIGHT THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$738,925.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

The compensation for each task described in Attachment “A” shall be made in proportion to the services performed for that task t that the compensation made after the approved completion of each task shall bring the fee up to the following percentages of the total basic compensation:

	<b><u>Percent of Payment to Consultant</u></b>	<b><u>Percent of Project Completion</u></b>
<b>Task 1</b>	<b>10%</b>	<b>10%</b>
<b>Task 2</b>	<b>5%</b>	<b>15%</b>
<b>Task 3</b>	<b>2%</b>	<b>17%</b>
<b>Task 4</b>	<b>4%</b>	<b>21%</b>
<b>Task 5</b>	<b>28%</b>	<b>49%</b>
<b>Task 6</b>	<b>17%</b>	<b>66%</b>
<b>Task 7</b>	<b>34%</b>	<b>100%</b>

Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.



## DELIVERABLE SCHEDULE

### REPORT PHASE

City of El Paso/DTS Proposed Pavement Condition Index (PCI) Project Schedule			
Task	Description	Duration	Date
1	Project Set- up - GIS Centerline File Review, Project Initiation, Project Kickoff Meeting	1 Day	2/5/2018
2.1	Calibration Site, Mobilization and Pilot Data Collection	7 Days	2/12/2018
2.2	Mobile Pavement Data and Image Capture with MAC Vans	120 Days	6/13/2018
2.3, 2.4	Pavement Condition Rating per the ASTM D6433-11 Methodology (Concurrent with Data Collection and with an additional two weeks for rating finalization)	134 Days	6/27/2018
5	ADA Ramp Inventory and Extraction (Concurrent with Data Collection and Pavement Rating)	134 Days	6/27/2018
6	VUEPoint Videolog Viewer (Concurrent with Data Collection)	134 Days	6/27/2018
3	MicroPAVER Import and Cityworks Integration	14 Days	7/11/2018
7	Quality Assurance, Quality Control-Field "Walk-outs" (Concurrent with entire project)	2 Days	7/19/2018
4	Pavement Modeling/Final Report, Optimization, Staff and Council Presentation	14 Days	8/6/2018

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
McGriff, Seibels & Williams, Inc  
P. O. Box 10265  
Birmingham, AL 35202

**CONTACT NAME:**  
**PHONE**  
(A/C, No, Ext):  
**E-MAIL ADDRESS:**

**FAX**  
(A/C, No):

**INSURED**  
Data Transfer Solutions LLC  
3680 Avalon Park Blvd  
Suite 200  
Orlando, FL 32828

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Travelers Property Casualty Company of America

25674

INSURER B :The Phoenix Insurance Company

25623

INSURER C :Underwriters At Lloyd's

32727

INSURER D :

INSURER E :

INSURER F :

## COVERAGES

CERTIFICATE NUMBER:NLEAPWDX

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZLP15T10489	10/04/2016	10/04/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA3D744615	10/04/2016	10/04/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP81M42710	10/04/2016	10/04/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Deductible \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1C131150	10/04/2016	10/04/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			B0621PDATA000517	02/20/2017	02/20/2018	Each Claim Limit \$ 2,000,000 Aggregate Limit \$ 2,000,000 Claims Made Policy \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Data Transfer Solutions, LLC  
3680 Avalon Park Blvd East  
Suite 200  
Orlando, FL 32828

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ATTACHMENT "F"**  
**OPTIONAL SCOPE OF WORK**

**City of El Paso- Year 2020**  
**Pavement Condition Index Assessment**  
**Data Transfer Solutions, LLC**

Task	Description	Units	Unit Cost	Fee
1	Project Set- up - GIS Centerline File Review, Project Initiation	1	\$ 500.00	\$ 500.00
2	Pavement Data and Image Capture			
2.1	Calibration Site, Mobilization	1	\$ 6,500.00	\$ 6,500.00
2.2	Mobile Pavement Data and Image Capture with MAC LRIS vans (Units = Centerline Miles)	829	\$ 113.30	\$ 93,925.70
2.3, 2.4	Pavement Condition Rating per the ASTM D6433-11 Methodology (Units = Centerline Miles)	829	\$ 113.30	\$ 93,925.70
3	MicroPAVER Import, Cityworks Integration and EarthShaper Software			
	MicroPAVER v.7.0.8 Software Subscription (APWA-annually)	1	\$ 995.00	\$ 995.00
	MicroPAVER-Data QC, Lifecycle Modeling, M & R Updates, Scenarios, Reports	1	\$ 12,000.00	\$ 12,000.00
	MicroPAVER Training on Inspection and Program Administration(2 Days)	1	\$ 5,900.00	\$ 5,900.00
	Cityworks Integration	1	\$ 3,000.00	\$ 3,000.00
4	Pavement Modeling/Final Report, Optimization, Staff and Council Presentation	1	\$ 20,000.00	\$ 20,000.00
5	VUEPoint Videolog Viewer (City is Hosting Internally)	1	\$ 10,000.00	\$ 10,000.00
6	Quality Assurance, Quality Control-Field "Walk-outs" (Included within Task 2)			
Based on 829 Centerline Miles				
<b>Fee Total</b>				<b>\$ 246,746.40</b>

**City of El Paso- Year 2021**  
**Pavement Condition Index Assessment**  
**Data Transfer Solutions, LLC**

Task	Description	Units	Unit Cost	Fee
1	Project Set- up - GIS Centerline File Review, Project Initiation	1	\$ 500.00	\$ 500.00
2	Pavement Data and Image Capture			
2.1	Calibration Site, Mobilization	1	\$ 6,500.00	\$ 6,500.00
2.2	Mobile Pavement Data and Image Capture with MAC LRIS vans (Units = Centerline Miles)	829	\$ 116.70	\$ 96,744.30
2.3, 2.4	Pavement Condition Rating per the ASTM D6433-11 Methodology (Units = Centerline Miles)	829	\$ 116.70	\$ 96,744.30
3	MicroPAVER Import, Cityworks Integration and EarthShaper Software			
	MicroPAVER v.7.0.8 Software Subscription (APWA-annually)	1	\$ 995.00	\$ 995.00
	MicroPAVER-Data QC, Lifecycle Modeling, M & R Updates, Scenarios, Reports	1	\$ 12,000.00	\$ 12,000.00
	MicroPAVER Training on Inspection and Program Administration(2 Days)	1	\$ 5,900.00	\$ 5,900.00
	Cityworks Integration	1	\$ 3,000.00	\$ 3,000.00
4	Pavement Modeling/Final Report, Optimization, Staff and Council Presentation	1	\$ 20,000.00	\$ 20,000.00
5	VUEPoint Videolog Viewer (City is Hosting Internally)	1	\$ 10,000.00	\$ 10,000.00
6	Quality Assurance, Quality Control-Field "Walk-outs" (Included within Task 2)			
Based on 829 Centerline Miles				
<b>Fee Total</b>				<b>\$ 252,383.60</b>

**City of El Paso- Year 2022**  
**Pavement Condition Index Assessment**  
**Data Transfer Solutions, LLC**

Task	Description	Units	Unit Cost	Fee
1	Project Set- up - GIS Centerline File Review, Project Initiation	1	\$ 500.00	\$ 500.00
2	Pavement Data and Image Capture			
2.1	Calibration Site, Mobilization	1	\$ 6,500.00	\$ 6,500.00
2.2	Mobile Pavement Data and Image Capture with MAC LRIS vans (Units = Centerline Miles)	830	\$ 120.20	\$ 99,766.00
2.3, 2.4	Pavement Condition Rating per the ASTM D6433-11 Methodology (Units = Centerline Miles)	830	\$ 120.20	\$ 99,766.00
3	MicroPAVER Import, Cityworks Integration and EarthShaper Software			
	MicroPAVER v.7.0.8 Software Subscription (APWA-annually)	1	\$ 995.00	\$ 995.00
	MicroPAVER-Data QC, Lifecycle Modeling, M & R Updates, Scenarios, Reports	1	\$ 12,000.00	\$ 12,000.00
	MicroPAVER Training on Inspection and Program Administration(2 Days)	1	\$ 5,900.00	\$ 5,900.00
	Cityworks Integration	1	\$ 3,000.00	\$ 3,000.00
4	Pavement Modeling/Final Report, Optimization, Staff and Council Presentation	1	\$ 20,000.00	\$ 20,000.00
5	VUEPoint Videolog Viewer (City is Hosting Internally)	1	\$ 10,000.00	\$ 10,000.00
6	Quality Assurance, Quality Control-Field "Walk-outs" (Included within Task 2)			
Based on 830 Centerline Miles				
<b>Fee Total</b>				<b>\$ 258,427.00</b>



# Pavement Conditions Index Assessment

## **Strategic Plan Goal:**

### **7) Enhance and Sustain El Paso's Infrastructure Network**



**January 23, 2018**

*"Delivering Outstanding Services"*





# Pavement Conditions Index Assessment

## Project Details

Location	Citywide
District	ALL
Total Budget	\$738,925
Funding Source(s)	2017 Capital Plan



# Pavement Conditions Index Assessment

## Scope of Work

The Pavement Conditions Index Assessment includes the following data collection components:

- Update historical PCI data and cost assumptions
- Data collection, including field data and image capture for all roadways
- Pavement condition evaluation with new rating for each roadway
- Develop new database and viewer
- ADA ramp inventory



# Pavement Conditions Index Assessment

## Scope of Work

Services also include:

- Development of Pavement Maintenance model
  - Input maintenance strategies and costs
  - System provides recommendation on funding and roadway locations
- Recommendations are data driven
- They model can provide different recommendations based on input parameters:
  - Capped Funding
  - Meet maintenance strategies
  - Different completion timelines

*"Delivering Outstanding Services"*



# Pavement Conditions Index Assessment

## Scope of Work

- City Council Work Sessions (March and June 2018)
  - Discussion and presentation on future maintenance strategies based on roadway condition and location- March 2018
  - Discussion on approaches for different parts of the City based on unique soil conditions (mountain, desert sand, and river valley soil types)
  - Discuss draft report findings- make modifications before final report is released – June 2018
- Schedule
  - Start February 2018, end August 2018

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# Pavement Conditions Index Assessment

## Procurement Summary

- Request for Qualifications
  - 4 firms submitted bids
  - 0 local firms
- Recommendation
  - To award Data Transfer Solutions, LLC as the highest ranked bidder
  - Award in the amount of \$738,925
- Option for Pavement Conditions Index Update (2020 – 2022)
- Review and update of PCI for 1/3 of roadway network during 2020, 2021, and 2022

*"Delivering Outstanding Services"*



## Questions/Comments

*"Delivering Outstanding Services"*