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JUL 25 2016

CITY OF FORT WORTH  
CITY SECRETARY

CITY SECRETARY  
CONTRACT NO.

48019

## CITY OF FORT WORTH, TEXAS

### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between the City of Fort Worth, a Texas home-rule municipality (the "CITY"), and Data Transfer Solutions, LLC authorized to do business in Texas, an independent contractor ("Consultant"), for a PROJECT generally described as: Pavement Analysis Data Collection and Rating.

#### Article I

##### Scope of Services

- (1) Consultant hereby agrees to perform as an independent contractor the services set forth in the Scope of Services attached hereto as Attachment "A". These services shall be performed in connection with Pavement Analysis Data Collection and Rating.
- (2) Additional services, if any, will be requested in writing by the City. City shall not pay for any work performed by Consultant or its subconsultants, subcontractors and/or suppliers that has not been ordered in writing. It is specifically agreed that Consultant shall not be compensated for any alleged additional work resulting from oral orders of any person.

#### Article II

##### Compensation

Consultant shall be compensated in accordance with the Fee Schedule shown in Attachment "B". Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment "A". However the total fee paid by the City shall not exceed a total of one million six hundred thousand thirteen eight hundred forty (\$1,613,840.00) dollars unless the City and the Consultant mutually agree upon a fee amount for additional services and amend this Agreement accordingly.

The Consultant shall provide monthly invoices to the City. Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant's invoice for payment of same.

Acceptance by Consultant of said payment shall operate as and shall release the City from all claims or liabilities under this Agreement for anything related to, done, or furnished in connection with the services for which payment is made, including any act or omission of the City in connection with such services.

## **Article III**

### **Term**

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of twenty four (24) months, beginning upon the date of its execution, or until the completion of the subject matter contemplated herein, whichever occurs first.

## **Article IV**

### **Independent Contractor**

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

## **Article V**

### **Professional Competence and Indemnification**

- (1) Work performed by Consultant shall comply in all aspects with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by the local, state and national boards, bureaus and agencies. Approval by the City shall not constitute or be deemed to be a release of the responsibility and liability of Consultant or its officers, agents, employees, contractors and subcontractors for the accuracy and competency of its services performed hereunder.
- (2) In accordance with Texas Local Government Code Section 271.904, the Consultant shall indemnify, hold harmless, and defend the City against liability for any damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or Consultant's agent, consultant under contract, or another entity over which the Consultant's exercises control.

## Article VI

### Insurance

- (1) Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article and the City has approved such insurance, nor shall Consultant allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been so obtained and approval given by the City; provided, however, Consultant may elect to add any subconsultant as an additional insured under its liability policies.

#### Commercial General Liability

\$1,000,000 each occurrence

\$1,000,000 aggregate

#### Automobile Liability

\$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis). Coverage shall be on any vehicle used in the course of the Project.

#### Worker's Compensation

Coverage A: statutory limits

Coverage B: \$100,000 each accident

\$500,000 disease - policy limit

\$100,000 disease - each employee

### (2) Additional Insurance Requirements

- a. Except for employer's liability insurance coverage under Consultant's worker's compensation insurance policy, the City, its officers, employees and servants shall be endorsed as an additional insured on Consultant's insurance policies.
- b. Certificates of insurance shall be delivered to the Transportation and Public Works Department, Attention: Richard E. Martinez, 1000 Throckmorton Street, Fort Worth, TX 76102, prior to commencement of work.
- c. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.

- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- g. Workers' compensation insurance policy(s) covering employees employed on the Project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- h. City shall not be responsible for the direct payment of insurance premium costs for Consultant's insurance.
- i. Consultant's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- j. In the course of the Agreement, Consultant shall report, in a timely manner, to City's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- k. Consultant's liability shall not be limited to the specified amounts of insurance required herein.
- l. Upon the request of City, Consultant shall provide complete copies of all insurance policies required by these Agreement documents.

## **Article VII**

### **Transfer or Assignment**

City and Consultant each bind themselves, and their lawful successors and assigns, to this Agreement. Consultant, its lawful successors and assigns, shall not assign, sublet or transfer any interest in this Agreement without prior written consent of the City.

## **Article VIII**

### **Termination of Contract**

- (1) City may terminate this Agreement for its convenience on 30 days' written notice. Either the City or the Consultant for cause may terminate this Agreement if either Party fails substantially to perform through no fault of the other and does not

commence correction of such nonperformance with 5 days of written notice and diligently complete the correction thereafter

- (2) If City chooses to terminate this Agreement under Article 8, upon receipt of notice of termination, Consultant shall discontinue services rendered up to the date of such termination and City shall compensate Consultant based upon calculations in Article 2 of this Agreement and Exhibit "B" attached hereto and incorporated herein.
- (3) All reports, whether partial or complete, prepared under this Agreement, including any original drawings or documents, whether furnished by the City, its officers, agents, employees, consultants, or contractors, or prepared by Consultant, shall be or become the property of the City, and shall be furnished to the City prior to or at the time such services are completed, or upon termination or expiration of this Agreement.

## **Article IX**

### **Right to Audit**

- (1) Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that the City shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.
- (2) Consultant further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontracting consultant agrees that the City shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that City shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City shall give Consultant and any sub-consultant reasonable advance notice of intended audit.
- (3) Consultant and sub-consultants agree to photocopy such documents as may be requested by the City. The City agrees to reimburse Consultant for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## **Article X**

### **Minority Business and Small Business Enterprise (MBE)(SBE) Participation**

In accordance with the City's Business Diversity Enterprise Ordinance No. 20020-12-2011, as amended, the City has goals for the participation of minority business enterprises and/or small business enterprises in City contracts. Consultant acknowledges the MBE and SBE goals established for this Agreement and its accepted written commitment to MBE and SBE participation. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by the Consultant may result in the termination of this Agreement and debarment from participating in City contracts for a period of time of not less than three (3) years.

## **Article XI**

### **Observe and Comply**

Consultant shall at all times observe and comply with all federal, state, and local laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless City and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

Form 1295 Certification No. 2016-66641

## **Article XII**

### **Venue and Jurisdiction**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

## **Article XIII**

### **Contract Construction**

The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed

and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

## **Article XIV**

### **Severability**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

## **Article XV**

### **Notices**

Notices to be provided hereunder shall be sufficient if forwarded to the other Party by hand-delivery or via U.S. Postal Service certified mail return receipt requested, postage prepaid, to the address of the other Party shown below:

City of Fort Worth  
Attn: Transportation and Public Works Department  
1000 Throckmorton Street  
Fort Worth, Texas 76102

Consultant:

Data Transfer Solutions, LLC  
Attn: A. M. 'Trey' Fragala, III, AICP, PMP  
3680 Avalon Park Blvd., Suite 200  
Orlando, FL 32828

## **Article XVI**

### **Headings**

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

Article XVII

Counterparts

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Executed and effective this the 26<sup>th</sup> day of July, 2017.

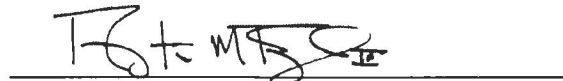
BY:  
CITY OF FORT WORTH



Jay Chapa  
Assistant City Manager

Date: 7-25-16

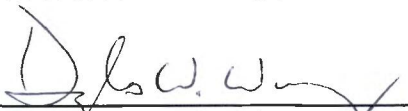
BY:  
ENGINEER  
DATA TRANSFER SOLUTIONS, LLC



A. M. 'Trey' Fragala, III, AICP, PMP  
Chief Operating Officer

Date: 07.21.2016

APPROVAL RECOMMENDED:

By: 

Doug W. Wiersig, Ph.D., P.E.  
Director, Transportation & Public Works

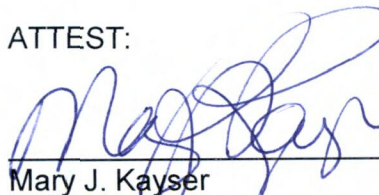
APPROVED AS TO FORM AND LEGALITY M&C No.: C-27819

By: 

M&C Date: 6-28-16

Assistant City Attorney

ATTEST:



Mary J. Kayser  
City Secretary



# **"ATTACHMENT A"**

## **City of Ft. Worth, TX Asset Extraction Data Dictionary**

Prepared by:  
Data Transfer Solutions

February 9, 2016

Updated:  
July 8, 2016

Data Transfer Solutions (DTS) utilizes a fleet of Mobile Asset Collection (MAC) vehicles to drive all identified roads and collect sequential georeferenced pictures and GPS data. The pictures and GPS data are used to extract the location, attributes, and images of any assets along the roads indicated by the City of Fort Worth staff. This document provides information about the potential attributes extracted for each asset attribute. DTS can customize the attribute extraction process for each asset so the data corresponds to any historical information or existing asset inventories that your organization already maintains. Attributes in bold have been identified by the City of Fort Worth as placeholders for future attribute population.

DTS' MAC vehicles are outfitted with high-definition cameras. These vehicles collect imagery along both directions of a roadway network, thereby ensuring a complete network coverage and collection of all assets located within the right-of-way network.

The final deliverable will be a geodatabase containing all asset locations and attributes. An image of each asset will also be provided.

Please feel free to contact us with any questions or clarifications you may need.

***Sign Attributes (Point Feature)***

- AssetID
- X,Y Location
- Sign type (MUTCD code)
- MUTCD Type
  - Regulatory
  - Warning
  - Guide
  - Bike
  - School
  - Recreational
  - Emergency
  - Other
- Sign Text
- Photo Image link
- Physical Condition Rating
  - Good: 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
  - 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
- Location (Street Name asset located on)
- Comments
- Background Color
- Legend Color
- Mounting Height to bottom of sign
- Horizontal Clearance from edge of sign to face of curb
- Sign Face Direction
- Meets Standards – Yes/No
  - Width Greater than 30"/Angle meets federal guidelines
- Support Height
- Support Condition
- Support Base Type
- Support structure type
  - Wood Pole
  - Bridge
  - U-Channel
  - Utility Pole
  - Mast Arm
  - Pipe
  - Steel Square

- Street Light
  - Traffic Signal
  - 41
  - 42
  - Other
- **Install Date**
- **ITSM Number**
- **Material Type**
  - **Diamond Grade**
  - **Engineer Grade**
  - **High Intensity Prismatic**
- **Replace Date**
- **Retroreflectivity Value**
- **Plan**
- **Owner**
- **Maintained By**



***Traffic Signal Attributes (Point Feature)***

- AssetID
- X,Y Location
- Photo Image link
- Location (Street Name asset located on)
- Physical Condition Rating
  - Good
  - Fair
  - Poor
- Mount Type
  - Mast Arm
  - Span Wire
  - 14 Ft Standard
  - Hybrid
  - Other
- Class
  - Traffic Signal
  - Flasher
  - Warning
  - Other
- Comments
- **Detection Type**
  - **Radar**
  - **Camera**
  - **Loops**
- **Count Type**
  - **1sec\_Count**
  - **3Sec\_Count**
  - **4Sec\_Count**
  - **5Sec\_Count**
- **Controller Type**
  - **170**
  - **270**
- **Cabinet Type**
  - **NEMA**
  - **332**
  - **336**
  - **352**
  - **Slave**
  - ...

- **Conflict Monitor**
  - 210
  - 2018
  - MMU
- **Preemption Type**
  - 7-11
  - 722
- **Preemption Quantity**
- **Railroad Preemption**
- **Service Type**
  - Overhead
  - Underground
- **CommunicationType**
  - 3G Modem
  - 4G Modem
  - Radio
  - Fiber
  - Voice Modem
  - None
- **PTZ Camera**
  - Yes
  - No
- **GPS Clock**
  - Yes
  - No
- **Head Size**
  - 12
  - 8
- **Bulb Type**
  - LED
  - Incandescent
- **SL\_LED\_Quantity**
- **SL\_NonLED\_Quantity**
- **Battery\_Backup**
  - Yes
  - No
- **RegularPed\_Count**
- **CountDownPed\_Count**
- **PB\_APS\_Count**
- **PB\_Reg\_Count**
- **Clearance**
- **ADA\_Compliant**
  - Full
  - Partial
  - None
- **Attachments**

- **Install Date**
- **Owner**
- **Maintained By**



***Curb and Gutter Attributes (Line Feature)***

- AssetID
- Location (Line representing curb location)
- Location (Street Name asset located on)
- Photo Image link
- Physical Condition Rating
  - Excellent = like new condition
  - Good = no visible cracking or deficiencies
  - Fair = minor cracking/concrete breakage with no change in elevation
  - Poor = major cracking/concrete breakage visible, change in elevation, rubble
- Color
  - None
  - Yellow
  - Red
  - Green
  - Other
- Type
- Height (only in Quiet Zone)
- Subsidence (Yes/No)
- Subsidence Percentage
  - 10%
  - 20%
  - 30%
  - 40%+
- Street Segment ID
- Side of Street
  - Odd
  - Even
- Comments
- **Install Date**
- **Owned By**
- **Maintained By**



***Bar Ditch Attributes (Line Feature)***

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



### ***Sidewalk Attributes (Line Feature)***

- AssetID
- Location (Line representing sidewalk location)
- Location (Street Name asset located on)
- Photo Image link
- Physical Condition Rating
  - Good = sidewalk is level with no uprooting or cracking
  - Fair = sidewalk has minimal uprooting or cracking
  - Poor = sidewalk has major uprooting or cracking and poses a hazard to pedestrians
- Material
  - Asphalt
  - Concrete
  - Brick
  - Other
- Width
- Street Segment ID
- Direction
- Comments
- **SECT\_NO\_PMA - Keep for transition**
- **Citizen\_REQ\_ID – Keep for transition**
- **Contract**
- **Documents**
- **CPN – Keep for Transition**
- **DOE – Keep for Transition**
- **TPW Procedure – keep for transition**
- **RPT\_Date – Keep for Transition**
- **Cross\_Slope**
- **Cross\_Slope\_Date**
- **Install Date**
- **ADA Compliant**
- **Owner**
- **Managed By**



***Sidewalk Ramp Attributes (Point Feature)***

- 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
- Ramp Type
  - Perpendicular
  - Diagonal
  - Other
- Landing Area (Yes/No)
- Detectable Warning (Yes/No)
- Placement
  - Corner
  - Median
  - Island
  - Mid-block
  - Other
- Street Segment ID
- Direction
- Comments
- **Ramp Slope**
- **SECT\_NO\_PMA**
- **Citizen\_REQ\_ID**
- **Document**
- **CPN – Keep for transition**
- **DOE – Keep for transition**
- **TPW Procedure – Keep for transition**
- **RPT\_DATE – Keep for transition**
- **Contract**
- **Install Date**
- **Owned By**
- **Managed By**



***Pavement Striping Attributes (Line Feature)***

- AssetID
- X,Y Location
- Location (Street Name asset located on)
- Photo Image link
- Type
  - Continuous Left
  - Double Yellow
  - Hash White
  - Hash Yellow
  - Solid White
  - Solid Yellow
  - Stop Bar
  - White Skip
  - White Diagonal
  - Yellow Skip
  - Yellow Diagonal
  - Other
- Striping Color
  - White
  - Yellow
  - Red
  - Green
  - Blue
  - Other
- Physical Condition Rating
  - Good
  - Fair
  - Poor
- Raised Pavement Markers (Yes/No)
- Width
- Length
- Comments
- **Material Type**
  - **Buttons**
  - **Extruded thermos**
  - **Hot Tape**
  - **Cold Tape**
  - **Paint**
  - **Gum**
- **Button Size**
- **Button Type**
  - **Ceramic**
  - **Reflective**
- **Install Date**

- **Owner**
- **Maintained By**



***Pavement Symbols Attributes (Point Feature)***

- AssetID
- X,Y Location
- Location (Street Name asset located on)
- Photo Image link
- Type
  - Left Arrow
  - Right Arrow
  - Straight Arrow
  - ONLY
  - SCHOOL
  - XING
  - STOP
  - AHEAD
  - BUS
  - Left-thru Arrow
  - Right-thru Arrow
  - Bike Icon
  - BIKE
  - ENDS
  - LANE
  - Bike Diamond
  - Bike Arrow
  - Merge Left Arrow
  - Merge Right Arrow
  - Speed Hump Arrow
  - Speed Hump Block
  - SLOW
  - Left/Right Arrow
  - Unknown
- Marking Color
  - White
  - Yellow
  - Green
  - Other
- Physical Condition Rating
  - Good
  - Fair
  - Poor
- Raised Pavement Markers (Yes/No)
- Comments
- **Material Type**
- **Install Date**
- **Owner**
- **Maintained By**



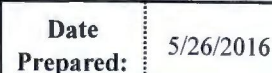
***Street Lights Attributes (Point Feature)***

- AssetID
- X,Y Location
- Photo Image link
- Location (Street Name asset located on)
- Physical Condition Rating
  - Good
  - Fair
  - Poor
- Comments
- Street Light Support Type
  - Wood Pole
  - Steel Round
  - Decorative
  - Bridge
  - U-Channel
  - Traffic Signal
  - 41
  - 42
  - Other
- Luminary Height
- **Base**



#### Asset Attribute Clarification

- Each asset will be geographically referenced to the local State Plane coordinate system.
- Each asset will have an image associated with it which can be hyperlinked using a unique attribute field provided.
- The features will be imported into separate feature classes within a file geodatabase.
- The final deliverable will consist of a geodatabase containing each feature class and the corresponding asset images.



<b>Buying Agency:</b>	City of Ft. Worth, Texas	<b>Contractor:</b>	Data Transfer Solutions, LLC (DTS)
<b>Contact Person:</b>	Richard Martinez	<b>Prepared By:</b>	Bart Williamson
<b>Phone:</b>	(817) 392-7914	<b>Phone:</b>	210-481-5333
<b>Fax:</b>		<b>Fax:</b>	407-382-5420
<b>Email:</b>	Richard.Martinez@fortworthtexas.gov	<b>Email:</b>	bwilliamson@dtsgis.com

Catalog / Price Sheet Name:	"ATTACHMENT B"
General Description of Product:	

Quan	Description	Unit Pr	Total
16	Verify City Street Network (Hours)	80	1280
3300	Mobile Image Data Collection (Centerline Miles)	100	330000
3300	Pavement Condition Rating- based on type, severity and extent of distress (Centerline Miles)	100	330000
3300	Traffic Sign Inventory (MUTCD, Location and Condition) (Centerline Miles)	60	198000
3300	Signals (Type and Location) (Centerline Miles)	30	99000
3300	Curb and Gutter/Bar Ditches (Type, Location and Condition C&G only) (Centerline Miles)	20	66000
3300	Sidewalk Inventory (Type, Location and Condition) (Centerline Miles)	40	132000
3300	Ramp Inventory (Type, Location and Condition) (Centerline Miles)	20	66000
3300	Pavement Striping Inventory (Type, Location and Condition) (Centerline Miles)	40	132000
3300	Pavement Marking Inventory (Type, Location and Condition) (Centerline Miles)	20	66000
3964	Street Light Inventory (Type, and Location) (Centerline Miles)	40	158560
1	Final Pavement Condition Report, Decision Tree Setup and Budget Modeling (3 models)	35000	35000
Total From Other Sheets, If Any:			
Subtotal A:			1613840

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
<b>Check:</b> Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			<b>For this transaction the percentage is:</b> 0%

		<b>Subtotal C:</b>	0
<b>Delivery Date:</b>		<b>D. Total Purchase Price (A+B+C):</b>	1613840



# CITY COUNCIL AGENDA

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## COUNCIL ACTION: Approved on 6/28/2016

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<b>DATE:</b>	6/28/2016	<b>REFERENCE NO.:</b>	C-27819	<b>LOG NAME:</b>	20TPW DATA COLLECTION & ASSET MANAGEMENT PROJECT
<b>CODE:</b>	C	<b>TYPE:</b>	NON-CONSENT	<b>PUBLIC HEARING:</b>	NO
<b>SUBJECT:</b>	Authorize Execution of a One-Year Contract with Data Transfer Solutions, LLC, in the Amount of \$1,613,840.00 Using a Cooperative Contract for the Transportation and Public Works Department for the Collection of Infrastructure Data and Conditions of the City's Infrastructure Networks (ALL COUNCIL DISTRICTS)				

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### RECOMMENDATION:

It is recommended that the City Council authorize the execution of a one-year contract with Data Transfer Solutions, LLC, in the amount of \$1,613,840.00 using the Houston-Galveston Area Council (H-GAC) Contract No. HP07-13 for the Data Collection and Asset Management Project to collect infrastructure data and conditions that will be used to assess the City's infrastructure networks - streets, traffic and stormwater.

### DISCUSSION:

This Mayor and Council Communication is to authorize a one-year contract with Data Transfer Solutions, LLC, using the Houston-Galveston Area Council (H-GAC) Contract No. HP07-13 for data collection that will be used to inventory and assess the condition of the City's street, traffic, and stormwater infrastructure. Through this asset assessment, system wide maintenance applications and programs can be effectively developed and prioritized such that limited financial resources will be strategically programmed. The inventory and condition assessment will provide information to identify gaps in maintenance activities and in-turn provide recommendations for future funding resources. Information such as the following will be collected as part of this work effort:

- Verify the current city street network
- Video image data of street, traffic and stormwater infrastructure
- Pavement condition rating-based on type, severity and extent of distress
- Traffic sign inventory
- Traffic Signals - type and location
- Curb and gutter/Bar Ditches - type, location, and condition curb and gutter only
- Sidewalk and ramp inventory - type, location, and condition
- Pavement marking inventory - type, location, and condition
- Street light inventory - type, location, and condition.

Data collection is anticipated to commence on July 6, 2016 and is estimated to be completed by December 30, 2016.

There will be an annual impact on the operating budget in the amount of \$199,702.00 to support the continued inventory of assets and maintenance of the software system.

COOPERATIVE PURCHASE - State law provides that a local government purchasing an item or service under a Cooperative Purchasing Agreement satisfies any state law requiring that the local government seek competitive bids for purchase of the item or service. H-GAC contracts were competitively bid to increase and simplify the purchasing power of government entities.

**ADMINISTRATIVE CHANGE ORDER** - An administrative change order or increase may be made by the City Manager in the amount up to \$50,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

**M/WBE OFFICE** - A waiver of the goal for MBE/SBE subcontracting requirements was requested by the department and approved by the M/WBE Office, in accordance with the BDE Ordinance, because the purchase of goods or services from source(s) where subcontracting or supplier opportunities are negligible.

**AGREEMENT TERMS** - Upon City Council approval, the Agreement shall begin upon execution and expire one year thereafter. There will be no renewal options.

#### **FISCAL INFORMATION/CERTIFICATION:**

The Director of Finance certifies that funds are available in the current capital budget, as appropriated, of the General Capital Projects Fund, the Street Improvement Residual CO's Fund and the Stormwater Capital Projects Fund.

<b>Data Collection and Asset Management Projects</b>	<b>Current Budget</b>	<b>Encumbrances and Actuals</b>	<b>Budget Remaining</b>
General Capital Projects Fund (30100)	\$1,150,000.00	\$1,150,000.00	\$0.00
Street Improvement Residual CO's Fund (39412)	\$ 448,840.00	\$ 448,840.00	\$0.00
Stormwater Capital Projects Fund (52002)	\$ 15,000.00	\$ 15,000.00	\$0.00
<b>Totals</b>	<b>\$1,613,840.00</b>	<b>\$1,613,840.00</b>	<b>\$0.00</b>

#### **TO**

<b>Fund</b>	<b>Department ID</b>	<b>Account</b>	<b>Project ID</b>	<b>Program</b>	<b>Activity</b>	<b>Budget Year</b>	<b>Reference # (Chartfield 2)</b>	<b>Amount</b>
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#### **FROM**

<b>Fund</b>	<b>Department ID</b>	<b>Account</b>	<b>Project ID</b>	<b>Program</b>	<b>Activity</b>	<b>Budget Year</b>	<b>Reference # (Chartfield 2)</b>	<b>Amount</b>
30100	020E431	5330500	100427		CAPEXP	2016		\$1,150,000.00
39412	020E431	5330500	100428		CAPEXP	2016		\$448,840.00
52002	020E410	5330500	100429		CAPEXP	2016		\$15,000.00

**Submitted for City Manager's Office by:**

Jay Chapa (5804)

**Originating Department Head:**

Douglas Wiersig (7801)

**Additional Information Contact:**

Richard Martinez (7914)

#### **ATTACHMENTS**

Form 1295 DTS.pdf