



Amendment No. 3  
of  
Contract No. NA160000001  
for  
Pavement Data Collection  
between  
Data Transfer Solutions, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 13, 2018 to October 12, 2019. Zero options remain.
- 2.0 The total contract amount is increased by \$153,550.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 10/13/15 – 10/12/16	\$153,550.00	\$153,550.00
Amendment No. 1: Option 1 10/13/16 – 10/12/17	\$153,550.00	\$307,100.00
Amendment No. 2: Option 2 10/13/17 – 10/12/18	\$153,550.00	\$460,650.00
Amendment No. 3: Option 3 10/13/18 – 10/12/19	\$153,550.00	\$614,200.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Cynthia Novoa 10/09/18

Printed Name: Cynthia Novoa - CFO  
Authorized Representative

Data Transfer Solutions, LLC  
3310 Edge View  
San Antonio, TX 78259

Signature and Date: Erin D'Vincent 10.18.18

Erin D'Vincent, Procurement Supervisor  
City of Austin  
Purchasing Office



Amendment No. 2  
of  
Contract No. NA160000001  
for  
Pavement Data Collection  
between  
Data Transfer Solutions, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 13, 2017 to October 12, 2018. One option remain.
- 2.0 The total contract amount is increased by \$153,550.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 10/13/15 – 10/12/16	\$153,550.00	\$153,550.00
Amendment No. 1: Option 1 10/13/16 – 10/12/17	\$153,550.00	\$307,100.00
Amendment No. 2: Option 2 10/13/17 – 10/12/18	\$153,550.00	\$460,650.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

10/5/17

Printed Name: Cynthia Novoa - CFO  
Authorized Representative

Data Transfer Solutions, LLC  
3310 Edge View  
San Antonio, TX 78259

Signature and Date:

Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office  
10/5/17



Amendment No. 1  
of  
Contract No. NA160000001  
for  
Pavement Data Collection  
between  
Data Transfer Solutions, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 13, 2016 to October 12, 2017. Two options remain.
- 2.0 The total contract amount is increased by \$153,550.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 10/13/15 – 10/12/16	\$153,550.00	\$153,550.00
Amendment No. 1: Option 1 10/13/16 – 10/12/17	\$153,550.00	\$307,100.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:  10.07.16

Printed Name: A. M. 'Trey' Fragala, III, AICP, PMP  
Authorized Representative Chief Operating Officer

Data Transfer Solutions, LLC  
3310 Edge View  
San Antonio, TX 78259

Signature and Date: 

Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

10-13-16



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

October 13, 2015

Data Transfer Solutions, LLC  
Allen Ibaugh, AICP, GISP  
Chief Executive Officer  
3310 Edge View  
San Antonio, TX 78259  
[aibaugh@dtsgis.com](mailto:aibaugh@dtsgis.com)

Dear Mr. Ibaugh:

The Austin City Council approved the execution of a contract with your company for Pavement Data Collection in accordance with the referenced solicitation.

Responsible Department:	Street & Bridge Division
Department Contact Person:	Brenda Jimenez
Department Contact Email Address:	<a href="mailto:Brenda.jimenez@austintexas.gov">Brenda.jimenez@austintexas.gov</a>
Department Contact Telephone:	512-974-7955
Project Name:	Pavement Data Collection
Contractor Name:	Data Transfer Solutions, LLC
Contract Number:	MA 6200 NA160000001
Contract Period:	10/13/15 – 10/12/16
Dollar Amount	\$153,550.00
Extension Options:	3 x 12 months (\$153,550.00 per option)
Requisition Number:	RQM 6200 15042000292
Solicitation Type & Number:	IFB-BV GLB0104
Agenda Item Number:	30
Council Approval Date:	10/1/15

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela  
Buyer II  
City of Austin  
Purchasing Office

cc: Bart Williamson – Data Transfer Solutions  
Veena Prabhakar  
Ed Poppitt  
Brenda Jimenez



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Data Transfer Solutions, LLC ("Contractor")  
for  
Pavement Data Collection Services  
NA160000001**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Data Transfer Solutions, LLC having offices at San Antonio, TX 78259 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB-BV GLB0104.

**1.1 This Contract is composed of the following documents:**

1.1.1 This document

1.1.2 The City's Solicitation, Invitation for Bid – Best Value (IFB-BV) GLB0104 including all documents incorporated by reference

1.1.3 Data Transfer Solutions, LLC Offer, dated 6/22/15

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This document

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$153,550 for the initial Contract term and \$153,550 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

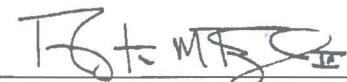
**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**Data Transfer Solutions, LLC**

A. M. 'Trey' Fragala, III, AICP, PMP  
Printed Name of Authorized Person

  
Signature

Chief Operating Officer  
Title:

October 13, 2015  
Date:

**CITY OF AUSTIN**

Georgia Billela  
Printed Name of Authorized Person

  
Signature

Buyer II  
Title:

10/13/15  
Date:

**CITY OF AUSTIN**

JONATHAN DALCHAU  
Printed Name of Authorized Person

  
Signature

SENIOR BUYER  
Title:

10/13/2015  
Date:

City of Austin, Texas  
Invitation for Bid  
Pavement Data Collection for  
Pavement Management Information System (PMIS)  
Solicitation IFB-BV GLB0104

ORIGINAL

Prepared for:  
Georgia Billela  
Buyer II  
City of Austin Municipal Building  
124 West 8th Street, Room 308  
Austin, TX 78701

Prepared by:  
Data Transfer Solutions, LLC  
3310 Edge View  
San Antonio, TX 78259  
[www.dtsgis.com](http://www.dtsgis.com)

June 23, 2015

Georgia Billela  
Buyer II  
City of Austin Municipal Building  
124 West 8th Street, Room 308  
Austin, TX 78701

Dear Ms. Billela,

Data Transfer Solutions, LLC (DTS) is pleased to present our proposal in response to the City of Austin's Invitation for Bid to perform pavement data collection services. DTS understands that the City is interested in collecting cracking distresses, ride quality measurements and digital images. DTS also understands the City is requesting data collection to be performed in four cycles with approximately half of the roadway network collected each year. The DTS collection methodology and equipment meets the requirements of ASTM-E950-98 for roadway profiling devices and ASTM-1656-06 for classification of the automated pavement condition survey equipment for longitudinal profile L-223 and crack detection C3232. Furthermore, DTS' Mobile Asset Collection (MAC) vehicle has received independent inertial profiler certification from the Texas A&M Transportation Institute in April of 2015.

**A partial listing of DTS' Texas asset management clients includes San Antonio, Bexar County, New Braunfels, Fredericksburg, Arlington, Brownsville, Little Elm, El Campo, Lewisville, Williamson County, Bastrop County, Sherman, Colleyville, Duncanville, Texas Gas Service, LBJ Infrastructure Group (TxDOT) and Northgate Constructors (TxDOT). Additional asset management clients include Arizona DOT; Delaware DOT; Colorado DOT; Minnesota DOT; Florida DOT; New York State DOT; Rhode Island DOT; New Jersey DOT; Albuquerque, NM; Charlotte, NC; Charleston County, SC; Pitkin County, CO; Jefferson County, CO; Essex County, NJ; New York City, NY and Pikes Peak Area COG.**

DTS performed similar services for Bexar County, Texas which included automated mobile asset data collection, pavement condition rating and ROW asset rating of signs, pavement markings and sidewalks, establishment of an Esri geodatabase to manage the assets, integration with the County's asset management software, documentation to support future budget and forecasting decisions and a videologger. **As a result of the pavement management services DTS has provided for Bexar County, the County was recently awarded the James B. Sorenson Award for Excellence in Pavement Preservation.**

Our team is comprised of:

**Data Transfer Solutions, LLC (DTS)**, formed in 2006, a transportation planning, engineering, GIS and asset management solutions company headquartered in Orlando, Florida with regional offices in San Antonio and Dallas. DTS has compiled asset data for over 100 asset management projects including videolog applications, pavement condition surveys and roadway geometrics, signs, manholes, inlets, guardrails, fire hydrants, sidewalks, street lighting, signals, mailboxes, retaining walls, rumble strips, medians and pavement markings.

**HVJ Associates, Inc. (HVJ)**, incorporated in Houston in 1985 by Herbert V. Johnson, P.E., the firm provides geotechnical, construction material and pavement engineering services. A certified DBE/MBE/AABE/HUB, HVJ is one of the largest specialty, minority-owned engineering companies in Texas, with nearly 90 employees in four offices across the state. While HVJ has served Austin-area municipalities and regional entities since opening its Austin office nearly 15 years ago, its team leaders have worked on Austin projects for years. HVJ staff are experts in the field of pavement engineering with experience providing pavement and asset management systems to governmental entities across Texas and the United States. **The HVJ pavement team is currently tasked with developing a new pavement design methodology and associated construction specifications for use by Travis and Williamson counties and the cities of Austin and Pflugerville for the Capital Area Pavement Engineering Council.**

We appreciate the opportunity to submit this proposal and look forward to beginning a long-term relationship with the City of Austin. DTS will perform the work as described in this Invitation for Bid within the required manner and timeframe. This proposal will remain valid for a period of 120 days from the date of submittal. DTS' main point of contact for this response is Bart Williamson, Director of Business Development, phone (210) 481-5333, cell (210) 837-5249 and email [bwilliamson@dtsgis.com](mailto:bwilliamson@dtsgis.com). I can also be contacted at (407) 382-5222, cell (407) 383-6055 and by email at [aibaugh@dtsgis.com](mailto:aibaugh@dtsgis.com).

Sincerely,

Data Transfer Solutions LLC



Allen Ibaugh, AICP, GISP  
Chief Executive Officer

CITY OF AUSTIN  
PURCHASING OFFICE  
BID SHEET FOR  
Pavement Data Collection  
Invitation for Bid -Best Value (IFB-BV) GLB0104

**DATE:** May 25, 2015

**BUYER:** Georgia Billela

**Copies of Bid:** Vendor must submit 5 copies of its signed bid - one original and 4 Flash/Thumb Electronic copies

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. Bidder shall include all their firm fixed price bid all miscellaneous costs to be incurred.

**1.0: EVALUATION CRITERIA FOR COST (51 POINTS)**

Points will be awarded on a pro-rated basis among all bidders. The bidder offering the lowest cost will receive the most points.

\*\*\*\*\* THE QUANTITIES REQUESTED ARE ESTIMATED YEARLY QUANTITIES \*\*\*\*\*

ITEM NO.	ITEM DESCRIPTION	ESTIMATED YEARLY QUANTITIES	UNIT	UNIT PRICE	EXTENDED PRICE
1	Data Collection 2015 (ride and visual data) as per attached specification	1,850	Test Miles	\$83.00	\$153,550.00
2	Data Collection 2016 (ride and visual data) as per attached specification	1,750	Test Miles	\$83.00	\$145,250.00
3	Data Collection 2017 (ride and visual data) as per attached specification	1,850	Test Miles	\$83.00	\$153,550.00
4	Data Collection 2018 (ride and visual data) as per attached specification	1,750	Test Miles	\$83.00	\$145,250.00
<b>TOTAL BID</b>					\$597,600.00

**2.0: EVALUATION CRITERIA FOR COMPANY AND CERTIFICATIONS, EDUCATION, AND EXPERIENCE (25 POINT)**

The below items can be demonstrated with resumes of the owner and staff, with supporting documentation of certifications, association memberships, and a summary of company history and links to web pages, if available. A short narrative and summary of the firm's experience in similar data collection contracts was expected.

**Required Submittals:**

- 1) Pavement Data Collection Vehicle Certification for calibration at an FHWA facility, within the last year.
- 2) Statement that equipment and processes that will be used will meet all of the applicable requirements from ASTM-E950-98 for roadway profiling devices and ASTM-1656-06 for Classification of the Automated Pavement Condition Survey Equipment for Longitudinal Profile - L223 and Crack Detection - C3232.
- 3) Information about the automated distress recognition software and the quality control/validation process that will be used.
- 4) Resumes of project staff: Project Manager, Data Collection Team Leader, Data Collection Team Members, Assistant (driver).
- 5) Short narrative and summary of the firm's experience with similar data collection contracts.

**3.0: EVALUATION CRITERIA FOR EQUIPMENT AND SOFTWARE (14 POINTS)**

Roadway Profiling Equipment: Per Specification  
Automated Pavement Condition Survey Equipment  
Automated Distress Recognition Software  
GIS

**4.0: EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS)**

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Bidder or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Bidder's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Bidder's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

Team's Local Business Presence	Points Awarded
Local business presence of 90 - 100%	10
Local business presence of 75 - 89%	8
Local business presence of 50 - 74%	6
Local business presence of 25 - 49%	4
Local business presence of 1 - 24%	2

**4.1 Specify if and by which definition the Bidder has a local business presence, and provide the address**

Our Local Presence is a Headquarter, and the address is:

Our Local Presence is a Branch Office, and the address is:

4201 Freidrich Lane, Suite 110, Austin, TX 78744

Company: Data Transfer Solutions, LLC

Point of Contact: Bart Williamson

Phone Number of POC: (210) 481-5333

Email of POC: bwilliamson@dtsgis.com

***1) Pavement Data Collection Vehicle Certification for calibration at an FHWA facility, within the last year:***

**DTS' Mobile Asset Collection (MAC) vehicle has received independent inertial profiler certification from the Texas A&M Transportation Institute in April of 2015.**

A link to the site verifying this certification is as follows under our manufacturers listing for International Cybernetics Corporation (ICC). The serial number is 679 and the VIN/Certification code is: 1FBNE3BL2DDA27493.

<http://tti.tamu.edu/facilities/profiler-evaluation/certified-inertial-profilers/>

A copy of the results are also included on the next page.



### INERTIAL PROFILER CERTIFICATION TEST RESULTS

Profiler Operator:	Rafael Rivera and Marc Morin
Wheel path(s) tested:	Left and right wheel paths
Surface type tested:	Dense-graded HMA sections
Test date:	4/15/2015
Test administered by:	E. Fernando and G. Harrison
Inertial profiler model:	ICC Model MDR 4085
Inertial profiler serial #:	679
Inertial profiler VIN:	1FBNE3BL2DDA27493
Laser type:	Single-point lasers
Filter type:	Butterworth band pass filter
Filter program:	Eval_TxCERT_9.09.Exe
Version #:	April 8, 2009
Overall test result:	<b>PASSED per TxDOT Test Method Tex-1001-S</b>

**Table 1. Repeatability of Inertial Profile Measurements.**

Section	Wheel Path	Average Standard Deviation (mils) <sup>1</sup>
Medium smooth	Left	12
	Right	14
Smooth	Left	12
	Right	15

<sup>1</sup> Not to exceed 35 mils per TxDOT Test Method Tex-1001-S

**Table 2. Accuracy of Inertial Profile Measurements.**

Section	Wheel Path	Average Difference (mils) <sup>2</sup>	Average Absolute Difference (mils) <sup>3</sup>
Medium smooth	Left	1.86	15.93
	Right	0.92	17.31
Smooth	Left	-1.98	13.08
	Right	-1.12	11.87

<sup>2</sup> Must be within  $\pm 20$  mils per TxDOT Test Method Tex-1001-S

<sup>3</sup> Not to exceed 60 mils per TxDOT Test Method Tex-1001-S

### INERTIAL PROFILER CERTIFICATION TEST RESULTS

Profiler Operator:	Rafael Rivera and Marc Morin
Wheel path(s) tested:	Left and right wheel paths
Surface type tested:	Dense-graded HMA sections
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Inertial profiler model:	ICC Model MDR 4085
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Inertial profiler VIN:	1FBNE3BL2DDA27493
Laser type:	Single-point lasers
Filter type:	Butterworth band pass filter
Filter program:	Eval_TxCERT_9.09.Exe
Version #:	April 8, 2009
Overall test result:	<b>PASSED per TxDOT Test Method Tex-1001-S</b>

**Table 3. Repeatability of IRIs Calculated from Inertial Profile Measurements.**

Section	Wheel Path	Standard Deviation (inches/mile) <sup>4</sup>
Medium smooth	Left	0.86
	Right	0.86
Smooth	Left	0.87
	Right	0.96

<sup>4</sup> Not to exceed 3.0 inches/mile per TxDOT Test Method Tex-1001-S

**Table 4. Accuracy of IRIs Calculated from Inertial Profile Measurements.**

Section	Wheel Path	Difference between Averages of Test and Reference IRIs (inches/mile) <sup>5</sup>
Medium smooth	Left	1.08
	Right	0.08
Smooth	Left	3.59
	Right	3.85

<sup>5</sup> Absolute difference not to exceed 6 inches/mile per TxDOT Test Method Tex-1001-S.  
Positive difference indicates higher IRIs from inertial profiler relative to reference IRIs.

Model: ICC MDR 4085

S/N: 679

VIN: 1FBNE3BL2DDA27493

Date: APRIL 15, 2015







## E-950 CERTIFICATE

ICC formally certifies that the laser profiler, S/N: 679, manufactured by International Cybernetics Corporation and purchased by

**Data Transfer Solutions LLC  
3680 Avalon Park Blvd E, Ste. 200  
Orlando FL 32828**



meets the requirements of a Class 1 Profiler defined by ASTM-E950.

Date: February 2015

Robert E. Olenoski  
President

Signature

P.O. Box 17246  
Clearwater, FL 33762  
Office: (727) 547-0696  
Fax: (727) 546-8633



***2) Statement that equipment and processes that will be used will meet all of the applicable requirements from ASTM-E950-98 for roadway profiling devices and ASTM-1656-06 for Classification of the Automated Pavement Condition Survey Equipment for Longitudinal Profile L-223 and Crack Detection - C3232***

DTS is very experienced with collecting and reporting ASTM-E950-98 and ASTM-1656-06 data. The MAC van meets or exceeds the requirements stated in ASTM-E950-98 and ASTM 1656-06 for Classification of the Automated Pavement Condition Survey Equipment as follows: Longitudinal Profile - L223 and Crack Detection - C3232. DTS will only collect automated data when surface conditions are appropriate for adequate images to be captured and proper crack recognition by the software. DTS will not collect pavement data if the pavement is wet. IRI (International Roughness Index) will be collected using equipment that meets ASTM standards.

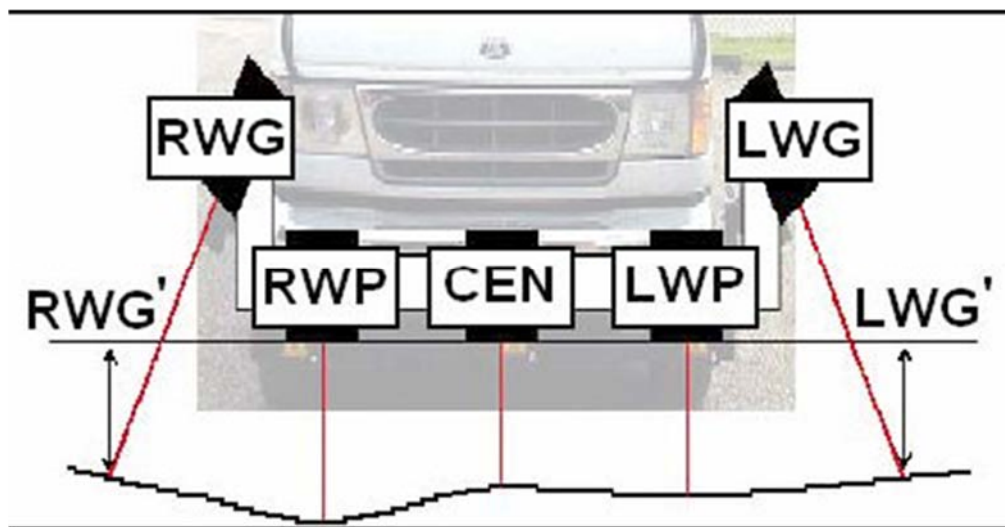
DTS utilizes a surface profiling system manufactured by International Cybernetics Corporation (ICC) for evaluating the smoothness of pavement. The profiler uses infrared lasers and precision accelerometers to obtain accurate and precise profile measurements at speeds up to 65 mph. As per the ASTM-E950-98, the test method uses measurement of the distance between an inertial plane of reference and the traveled surface along with the acceleration of the inertial platform to detect changes in elevation of the surface along the length being traversed by the instrumented vehicle. The values measured represent a filtered profile measured from a moving plane of reference using the equipment and procedures stated herein. The profile measurements obtained agree with actual elevation measurements that are subjected to the same filtering. Selection of proper filtering allows DTS to obtain suitable wavelength information for the intended data processing. DTS follows the ASTM-1656-06 which covers information for classifying the measurement capability of pavement condition survey equipment or instrumentation that measures longitudinal profile, transverse profile or cracking of pavement surfaces while operating at or near traffic speeds.

**Furthermore, DTS MAC technicians have been trained and certified by ICC for the operation of road profilers and imaging systems. The proposed MAC vehicles for this project have been certified by ICC.**



***DTS MAC vehicles feature 5 laser profilers***

By utilizing 5 laser profilers, DTS captures the left and right wheel path as opposed to a 3-sensor configuration which provides only the estimated “center rut” by comparing the height at the center of the pavement with the average depth in the wheel paths. The 5 laser profiler provides the true rutting of the road and allows greater precision and repeatability. Rut depth is calculated where RWP, CEN and LWP are the respective distances between the right wheel path, center, and left wheel path sensors and the pavement surface. The right wing (RWG) sensor and left wing (LWG) sensors are used to determine pavement surface heights (RWG' and LWG') at the edges of the test lane. Finally, the 5-sensor configuration allows separate rut measurements for each wheel path.



*Rutting data with a 5 laser profiler*

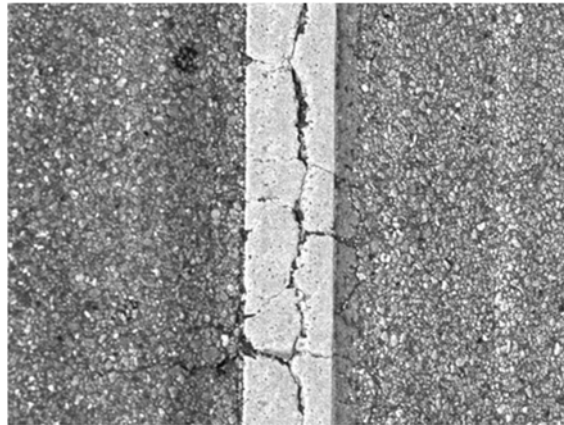


**Pavement Surface Imaging Rating:**

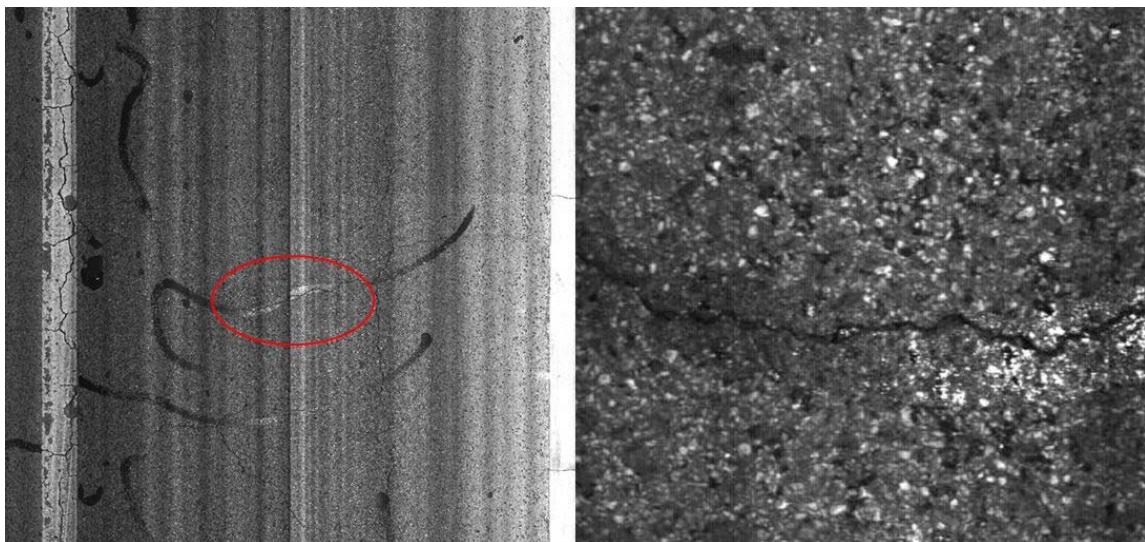
DTS operates pavement imaging sensors that are oriented from nadir (straight-down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

DTS 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 Austin's centerline file.



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



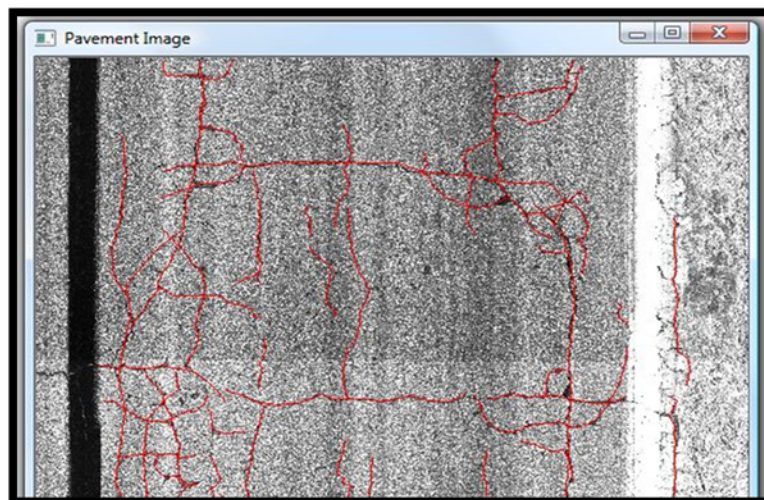
***Original Image***

***Zoomed In Image***

### ***3) Information about the automated distress recognition software and the quality control/validation process that will be used***

DTS utilizes **CrackScope** software for customized image-processing algorithms to perform both online and offline pavement crack inspection. The algorithms permit the detection of cracks in one image to be done in the same time when the frame grabber accumulates line images from the linescan camera to form a new image frame. Therefore, CrackScope is able to perform pavement survey in real-time, full-lane and 100% coverage and at highway speed. The cracking inspection systems have been used in Texas for several years, and various reports show that the system can provide consistent results in repeated runs and at different driving conditions. The system can differentiate flexible and rigid pavements, and classify the distresses into two distinct rating summary formats. For flexible pavements, the system reports the data in both the PMIS and AASHTO ACP formats. The PMIS data include transverse and longitudinal cracks, as well as alligator and block cracking, while the AASHTO data include crack densities in four separate paths.

For rigid pavements, the system reports the AASHTO data as well as the counts of spalled cracks and punch-outs. The system can output snapshot images and crack maps, a graphical file showing the locations of various cracks. The system records the distress data and the crack map at an interval of 0.1 mile pavement. The preliminary test data showed that the correlations ( $R^2$ ) of multiple runs (day and night) on the same pavement were above 0.9. The survey data are time-independent and weather-invariant.



***Automated Distress Detection with CrackScope***

With the pavement imagery collection started, DTS will begin processing pavement imagery immediately to continue on a prompt delivery. This allows DTS to begin the pavement distress rating process concurrent with the image collection. DTS will also use industry standard CrackScope software described above to map specific pavement distresses. Longitudinal, Transverse and Alligator (Fatigue)

distresses will be initially identified with this automated pavement distress processing software. This software provides an automated distress map of these distresses on each pavement image.

Once pavement images and distress mapping processing is complete for each collection day, DTS' experienced pavement evaluators will review each street segment imagery for a complete and thorough evaluation and as an additional form of Quality Control and Quality Assurance. DTS' pavement evaluators have the ability to modify, delete or add to the longitudinal, transverse and alligator distress map at any time during the rating process utilizing DTS' remote sensing software EarthShaper.

**EarthShaper™ is a desktop extraction and analysis tool and it supports automated distress mapping that can be subsequently edited to remove false-positives and to add additional distress types during the distress identification process. This is particularly important because automated distress mapping is not a perfect science. The EarthShaper™ software gives DTS a distinct advantage over competitive software packages because it removes the “black box” portion of pavement rating. All distress vectors can be viewed and edited through this workflow, resulting in a more accurate product for the City and its constituents. It also adds another element to the QA/QC process, allowing for more accurate data review and confirmation through a streamlined data reduction workflow.**

DTS designed the EarthShaper™ asset data extraction software by optimizing the performance of visualization/QC of the roadway condition and inventory data. The data extraction process is best accomplished through the EarthShaper™ application which provides users with the full complement of analytical tools.

Moreover, the EarthShaper™ application allows for efficient data creation through the use of simple point, line and polygon vector tools. It is capable of producing direct visualizations of pavement distresses. Users can also assign condition inventory ratings to data inside of EarthShaper™.

***4) Resumes of project staff: Project Manager, Data Collection Team Leader, Data Collection Team Members, Assistant (driver)***

Please see the resumes for the project team beginning on the next page.



## Jason Amadori, GISP – Principal-in-Charge

Office Location: Orlando, Florida

**Professional Background:** Mr. Amadori is the co-owner of DTS and in this role provides guidance, oversight and quality assurance on asset management and LiDAR projects company-wide. He is an expert with several technologies including Geographic Information Systems (GIS), GPS, mobile and aerial LiDAR and advanced image processing and extraction in addition to a working knowledge of numerous commercial off-the-shelf software (COTS) applications. Mr. Amadori specializes in the development of efficient workflows and processes that optimize the use of manpower and technology to produce high-quality project deliverables. He is also a URISA-certified instructor for its Asset Management workshop.

**Current and Past Relevant Experience:** Mr. Amadori has more than a decade of experience identifying pavement surface distress, roughness, rutting, faulting, raveling, GPS and road geometrics. He has overseen more than 100,000 miles of pavement condition surveys and road inventory for state, county and city agencies.

### Education

- ▶ M.B.A., Webster University, 1999
- ▶ B.S., Biology, Geneseo State University, 1995

### Certifications

- ▶ Certified GIS Professional, *Certificate Number: 01385*

### Relevant Projects

#### City of Charlotte, North Carolina – Pavement Condition Rating

Mr. Amadori acted as DTS' asset management technical expert for the City of Charlotte Pavement Condition Rating Project. The project consisted of collecting infrastructure assets located within the City's right-of-way. A DTS Mobile Asset Collection (MAC) vehicle captured digital street-level images for use in asset extraction and pavement condition analysis. DTS staff extracted pavement distresses, sidewalks, crosswalk, curb and gutter from the images collected. The assets were geo-referenced and attributed with predefined criteria to assist the City's efforts to manage these assets.

#### City of Fayetteville, North Carolina – Pavement Condition Rating and Sidewalk Inventory

Mr. Amadori was DTS' VUEWorks® asset management software expert and QA officer for the 2011-2012 City of Fayetteville, NC pavement condition rating and sidewalk inventory project. This project consisted of mobile image collection of the pavement and right-of-way, a city-wide sidewalk inventory, pavement condition rating and delivery of VUEWorks asset management software. The pavement condition rating was performed using the ITRE methodology. The sidewalk inventory was performed using DTS MAC mobile images. All assets were geo-referenced and attributed with predefined criteria to assist the City's efforts to manage these assets. The final delivery consisted of a Pavement Condition Report, VUEWorks software and an Esri geodatabase comprised of industry standard JPEGs, with geo-referenced information linked to VUEWorks. A similar follow-up project in 2014 covered 140 miles of private roads within the City.

#### Delaware DOT – Annual Pavement Condition Survey

Mr. Amadori served as DTS' Chief Executive for the 2012 and 2013 annual Statewide Road Rating Service projects. DTS utilizes Mobile Asset Collection (MAC) vehicle pavement and right-of-way cameras to perform a pavement distress survey of the State's 5,900 centerline miles of maintained roads. DTS performed the state pavement surface condition assessment per the DelDOT pavement distress dictionary including IRI and rut values. DTS provides all right-of-way images collected for use in the State's videolog application per highway sections and milepost reference.



## **Ryan Francoforte, PMP – Project Manager**

Office Location: Orlando, Florida

**Professional Background:** Mr. Francoforte currently serves DTS as the Director of Asset Management Technology. In addition to managing projects, he is responsible for the operation, maintenance and productivity of the entire fleet of Mobile Asset Collection vehicles. He is also responsible for client communication, QA/QC of the images and delivery of videolog data to clients.

### **Certification**

- ▶ Certified Project Management Professional, *Certificate Number: 1793206*

**Current and Past Relevant Experience:** Mr. Francoforte has been responsible for overseeing the collection and processing of over 100,000 lane miles of LiDAR, photolog, positional IRI, rutting and pavement imaging data. In addition to general computer applications, he has experience with a variety of relevant processing and extraction software packages such as RoadMatrix, VUEWorks®, Cartegraph, MicroPAVER, Trident Analyst and EarthShaper™.

### **Education**

- ▶ Master's Certificate, Geographic Information Systems, Penn State University, 2007
- ▶ B.A., Organizational Communication, Canisius College, 2003

### **Relevant Projects**

#### **Delaware Department of Transportation – Annual Pavement Condition Survey**

Mr. Francoforte served as DTS' Assistant Project Manager/Data Collection Manager for the annual Statewide Road Rating Service. DTS utilized Mobile Asset Collection (MAC) vehicle pavement and right-of-way cameras to perform a pavement distress survey of the State's 11,800 miles of maintained roads. DTS utilized MAC images to perform the State's pavement surface condition assessment with the DelDOT pavement distress dictionary including IRI and rut values. DTS provided all right-of-way images collected for use in the State's videolog application per highway section and milepost reference. Delivery of pavement data was through a geodatabase which DelDOT uploads to the State's pavement management system.

#### **Minnesota Department of Transportation – Metro Mobile Data Acquisition**

Mr. Francoforte acted as the Data Collection Manager for the MnDOT Metro Mobile Data Acquisition project. The project consisted of collecting right-of-way images, pavement images and mobile LiDAR data for 1,200 centerline miles of MnDOT-maintained roads. Mr. Francoforte was responsible for the overall management of the MAC vehicle data collection, image/LiDAR processing and creation of project final deliverables. He worked with MnDOT on schedules and collection updates. Mr. Francoforte also worked with MnDOT in building the required feature extraction tables as well as leading the setup and training of MnDOT staff on the extraction software.

### **Additional Recent Projects:**

City of Charlotte Department of Transportation – Pavement Condition Survey, Charlotte, NC (2012 and 2013)

Charleston County (SC) Public Works Department – Pavement Condition and Asset Inventory (2013)

Bexar County, TX – Pavement Condition Survey (2011)

City of Brownsville, TX – Pavement Condition Survey, (2013)

Ascension Parish, LA – Pavement Condition Survey (2013)

City of West Palm Beach, FL – Pavement Condition Survey (2013)





## **Bart Williamson – Assistant Project Manager**

Office Location: San Antonio, Texas

**Professional Background:** Mr. Williamson brings over 16 years of management experience in a wide variety of projects and programs that include public works, insurance and transportation on a national level. He has developed an in-depth understanding of business processes and politics that are germane to government organizations. Mr. Williamson possesses personnel management experience and a proven ability to assume challenging roles, perform in highly visible positions, work under pressure to meet deadlines and produce strong sustainable results.

**Current and Past Relevant Experience:** Mr. Williamson has served as the Project Manager or Assistant Project Manager for several pavement projects.

### **Education**

- ▶ B.S., Business Marketing, Honors and Distinction, Indiana University, 1989

### **Relevant Projects**

#### **Brownsville, Texas – Pavement Condition Survey and Rating Management System**

Mr. Williamson managed the collection of pavement condition data to help the City facilitate its pavement maintenance, repair and rehabilitation program. The City roadway network was comprised of approximately 800 centerline miles of roads. DTS obtained the pavement condition data for all paved roads in the City and processed the collected data into a pavement condition index (PCI) database. DTS also collected ROW asset data for the City including signs, pavement markings, sidewalks, curb and gutter, light poles, manholes, drainage structures, ADA ramps, traffic signals, guardrails and benches.

#### **Bexar County, Texas – Pavement and ROW Asset Management**

Mr. Williamson managed the initial project which consisted of collection of roadway asset data related to the County's traffic infrastructure including signs, sidewalks and guardrails. DTS' Mobile Asset Collection (MAC) system was employed to capture street level images for use in asset extraction. This image database was comprised of industry standard JPEGs, with geo-referenced information being delivered via an Esri geodatabase and linked to the Cartegraph asset management system. Mr. Williamson was the Assistant Project Manager on the 2011 Pavement Condition Inventory and Traffic Sign Assessment and is the Project Manager for the 2014 project.

#### **City of San Antonio, Texas – Pavement Management Services**

Mr. Williamson managed the asset management project for DTS for the City of San Antonio, Texas, which consisted of collecting right-of-way assets and pavement condition surveys. DTS provided efficient and cost-effective data extraction in a GIS environment that was seamlessly integrated into the City's Cartegraph asset management system and deployed throughout the City to proactively manage its asset infrastructure. This project includes mobile data collection of the City's 4,100 centerline mile network.

#### **Florida DOT – Districtwide SCE Data Collection and Data Verification**

Mr. Williamson served as the Project Manager for the Florida DOT District Five data collection and verification services for districtwide sociocultural effects for the following community focal points: schools, medical/health facilities, cemeteries, fire stations, law enforcement facilities and parks and recreation facilities. This task consisted of revising, updating or otherwise developing shapefiles for the specified community focal points districtwide, with the intent of providing files that were more complete and spatially accurate. The final shapefiles were made available through the Florida Geographic Data Library (FGDL), Central Florida GIS (CFGIS) and the Environmental Screen Tool (EST).



## **Daniel Behnke, GISP, AICP – PDC Team Leader and QA/QC Manager**

Office Location: Orlando, Florida

### **Education**

- ▶ M.P.A., Public Administration, University of Central Florida, 2009
- ▶ B.A., Geography, University of Wisconsin, 2004

### **Certification**

- ▶ Certified GIS Professional, *Certificate Number: 23000*

**Mr. Behnke** is the Director of Asset Management Operations at Data Transfer Solutions. He has 10 years of experience with Geographic Information Systems (GIS) utilizing Esri's ArcGIS software and GPS including both DeLorme and Trimble. Prior to becoming the Director of Asset Management Operations, Mr. Behnke collected and processed data for approximately 20,000 roadway miles including pavement distress, rutting, roadway geometry and right-of-way assets as well as validating and verifying roadway distresses. Mr. Behnke is proficient in all types of data processing workstation hardware and software for automated data collection.

### **RELEVANT PROJECT EXPERIENCE**

#### **Delaware DOT – Road Rating Services**

Mr. Behnke performed QA/QC services for this annual Statewide Road Rating Service. DTS utilized Mobile Asset Collection vehicle pavement and right-of-way cameras to perform a pavement distress survey of the State's 11,800 miles of maintained roads. DTS utilized MAC images to perform the State's pavement surface condition assessment with the DelDOT pavement distress dictionary including IRI and rut values. DTS provided all right-of-way images collected for use in the State's videolog application per highway section and milepost reference. Delivery of pavement data was through a geodatabase which DelDOT uploaded to the State's pavement management system.

#### **City of Albuquerque, New Mexico – GIS Enterprise Asset Management System**

The DTS Mobile Asset Collection (MAC) system was employed to capture street level images for use in asset extraction. As the Senior GIS Analyst for the project, Mr. Behnke delivered data for 89,069 street signs, 29,179 curb markings, 1,631 decorative street lights, 16,897 pavement markings, 47,200 pavement stripes, 3,277 crosswalks, 292 school zone signals and 620 historic neon signs. This image database was comprised of industry standard JPEGs, with geo-referenced information being delivered via an Esri geodatabase and linked to the City's VUEWorks® asset management system.

#### **City of West Palm Beach, Florida – GASB Pavement Condition Survey & Ratings**

Data Transfer Solutions used a Mobile Asset Collection vehicle to collect information on 513 lane miles of City-maintained streets and alleys. The objective of the effort was to obtain digital and video data of pavement condition as well as pavement markings locations and conditions. DTS pavement evaluators went through the collected imagery and extracted the required distress data and asset information using the EarthShaper™ pavement analysis tool. City roads were analyzed for distress presence, type, severity and extent. Extracted pavement distress data was then imported into VUEWorks® asset management software. ASTM D6433-09 Pavement Condition Index values were then calculated for each road segment.

#### **Lynx – Bus Stop Facility Database and Accessibility Study**

This project involved the collection and mapping of the Central Florida Regional Transportation Authority's (Lynx) multi-county bus network along with an ADA-compliance determination analysis. DTS used a Mobile Asset Collection vehicle to capture street-level images of all bus stops along the 1,411-mile transportation network. Mr. Behnke served as the Senior GIS Analyst for this project. He oversaw calibrations, data processing, data extraction and data delivery for the lifecycle of the project.



## **Julie Wilson, P.E. – Pavement Data Collection Rater**

Office Location: Orlando, Florida

### **Education**

- ▶ B.S., Civil Engineering, University of Florida, 2007

### **Certification**

- ▶ Registered Professional Engineer, *TN Certificate Number: 00115496*

Ms. Wilson is a professional engineer with over 8 years of experience in transportation planning and engineering. Ms. Wilson's experience includes business analysis, quality control testing, pavement condition surveys and evaluation and developing training materials and leading end user training sessions for large government sector clients.

### **RELEVANT PROJECT EXPERIENCE**

#### **Delaware Department of Transportation – Annual Pavement Condition Survey**

Ms. Wilson was a project engineer for this project in which DTS utilized Mobile Asset Collection (MAC) vehicle pavement and right-of-way cameras to perform a pavement distress survey of the State's 11,800 miles of maintained roads. DTS performed the state pavement surface condition assessment per the DelDOT pavement distress dictionary including IRI and rut values. DTS provided all right-of-way images collected for use in the State's videolog application per highway section and milepost reference. The delivery of pavement data was through a geodatabase which DelDOT uploaded to the State's pavement management system.

#### **Minnesota DOT – GIS Enterprise Sign and Asset Management System**

Ms. Wilson was the Project Engineer for the Enterprise Asset Management System. The asset inventory included signs, guardrail systems, clearances, drainage structures and other asset type features for 1,100 centerline miles. DTS collected and inventoried right-of-way images using mobile LiDAR which allowed MnDOT to efficiently budget, plan and maintain roadway infrastructure using the images in conjunction with the existing asset management system. Sign location and detailed condition information was logged into MnDOT's computerized Traffic Sign Inventory System.

#### **City of Albuquerque, New Mexico – Sign Inventory Assessment & Management System**

Ms. Wilson was the Project Engineer for the overall operation, routing and image processing of sign assessment and development of the management system. The project consisted of a field survey of every sign and traffic signal in the City. DTS established documentation and created a database that details sign type, location, condition and estimated construction costs for the sign management program.

#### **City of Fayetteville, NC – Pavement Condition Rating and Sidewalk Inventory**

Ms. Wilson was the DTS' pavement engineer for the City of Fayetteville Pavement Condition Rating and Sidewalk Inventory project. This project consisted of mobile image collection of the pavement and right-of-way, a city-wide sidewalk inventory, pavement condition rating and delivery of the asset management software VUEWorks®. The pavement condition rating was performed with the ITRE methodology. All assets were geo-referenced and attributed with predefined criteria to assist the City's efforts to manage these assets. The final delivery consisted of a Pavement Condition Report, VUEWorks asset management software and an Esri geodatabase comprised of industry standard JPEGs, with geo-referenced information linked to the City's asset management software, VUEWorks. A similar follow-up project in 2014 covered 140 miles of private roads within the City.



## **Kirsten Koehn, GISP – GIS Integration and Pavement Data Collection Rater**

Office Location: Orlando, Florida

**Professional Background:** Ms. Koehn currently serves DTS as the GIS Technical Lead. She oversees all facets of the firm's GIS/asset management services. Ms. Koehn's 15 years of experience provide the ability to understand and act upon the business requirements of an organization, and to place geographic information systems and resources in their appropriate context with respect to the goals and objectives of those organizations.

**Current and Past Relevant Experience:** Ms. Koehn has extensive experience with Geographic Information Systems (GIS). She has been working with Esri products since the ArcView 3.2 release and is proficient in subsequent versions including the 10.x release. In addition to the core ArcGIS functionality, she has experience with the 3D Analyst, Spatial Analyst and Network Analyst extensions. She has created mobile GIS applications using the ArcPad Application Builder and has recently been working with ArcGIS Online. She frequently publishes maps using ArcGIS Server. Ms. Koehn has extensive experience integrating with the VUEWorks®, Maximo and Cartegraph software suites. Ms. Koehn has supported the process and delivery of more than 15,000 miles of data over the last 3 years.

### **Education**

- ▶ B.E.S., Geography, University of Waterloo, 1997
- ▶ GIS Application Specialist Certificate, Sir Sandford Fleming, 1999

### **Certifications**

- ▶ Certified GIS Professional, *Certificate Number: 00057357*

### **Relevant Projects**

#### **Delaware DOT – Annual Pavement Condition Survey**

Ms. Koehn served as the Senior GIS Analyst and GIS Quality Control Lead for the annual Statewide Road Rating Service projects in 2012 and 2013. The project consisted of collection of right-of-way and pavement images for 5,900 centerline miles of roadway in the state of Delaware. The final delivery consisted of an Esri geodatabase of pavement condition and distresses and a videologger application. Ms. Koehn used the images obtained from a Mobile Asset Collection (MAC) vehicle to create the videologger web application which allows State officials to "drive the road" at their desks.

#### **Bexar County, Texas – GIS Enterprise Asset Management System**

Ms. Koehn supported this project as the Senior GIS Analyst. Using a Mobile Asset Collection (MAC) vehicle, DTS drove the county-maintained roads in Bexar County and collected geo-referenced video. The images were used to evaluate the County's paved roads, providing an up-to-date pavement condition index (PCI) which provides priorities for the County's five-year pavement rehab/resurfacing program.

#### **City of Albuquerque, New Mexico – Sign Inventory Assessment & Management System**

Ms. Koehn served as a Senior GIS Analyst for the overall operation of a sign assessment and management system. The project consisted of a field survey of every sign and traffic signal in the City. DTS established documentation and created a database that details sign type, location, condition and estimated construction costs for a sign management program. In addition, Ms. Koehn incorporated the data into a web-GIS based asset management system, VUEWorks, and trained City staff on the system.

#### **City of Fayetteville, NC – Pavement Condition Assessment & Management System**

Ms. Koehn served as a Senior GIS Analyst for the project and assembled the final GIS deliverable and configured the asset management system. The project involved the rating of all City-owned pavement sections in Fayetteville. Ms. Koehn also assisted with pavement condition evaluation and asset extraction.



## **Rafael Rivera – Pavement Data Collection Assistant-MAC Technician**

Office Location: Orlando, Florida

**Professional Background:** Mr. Rivera has been on the Data Transfer Solutions team for over three years, and has worked in several different positions during this time period.

**Current and Past Relevant Experience:** Mr. Rivera has over 3 years of experience in the design and testing of mechanical components using CAD software and quality assurance practices in the engineering environment. At DTS, his positions have included Mobile Asset Collection (MAC) vehicle operator, pavement analyst, LiDAR analyst and GIS analyst.

### **Education**

- ▶ B.S., Aerospace Engineering, University of Central Florida, May 2011
- ▶ B.S., Mechanical Engineering, University of Central Florida, May 2011
- ▶ M.B.A., University of Central Florida, expected 2015

### **Relevant Projects**

#### **Delaware Department of Transportation – Annual Pavement Condition Survey**

Mr. Rivera served as the Data Collection Engineer for the 2012 and 2013 annual Statewide Road Rating Service projects. DTS utilized Mobile Asset Collection (MAC) vehicle pavement and right-of-way cameras to perform a pavement distress survey of the State's 11,800 miles of maintained roads. DTS utilized MAC images to perform the State's pavement surface condition assessment with the DelDOT pavement distress dictionary including IRI and rut values. Mr. Rivera was responsible for the daily operation and collection of the ROW and pavement imagery, maintaining all collection logs, scheduling vehicle/system maintenance and coordinating collected data with the base office.

#### **Minnesota Department of Transportation – Metro Mobile Data Acquisition**

Mr. Rivera acted as the Data Collection Engineer for the MnDOT Metro Mobile Data Acquisition project. The project consisted of collecting right-of-way images, pavement images and mobile LiDAR for 1,200 centerline miles of MnDOT maintained roads. Mr. Rivera was responsible for the daily operation and collection of the ROW/pavement imagery and LiDAR, maintaining all collection logs, scheduling vehicle/system maintenance and coordinating collected data with the base office. He was responsible for handling all system troubleshooting of issues as well as verifying quality image collection in the field.

#### **City of Albuquerque, NM – Sign Inventory Study Assessment**

Mr. Rivera served as the Data Collection Engineer for this mobile image data collection project for a 4,000 plus centerline mile network. The project consisted of a collecting a field survey of every sign and traffic signal in the City. DTS established documentation and created a database that details sign type, location, condition (Good, Fair, Critical) and estimated construction costs for an FHWA-compliant sign management program.

#### **Florida Department of Transportation, District Four – Mobile Image and LiDAR Project**

Mr. Rivera served as the Data Collection Engineer for this mobile image LiDAR collection project. This project supplemented FDOT HPMS data for roadway geometrics (travel lane, shoulder, functional classification, etc.) and was utilized by FDOT for annual HPMS reporting. This project consisted of mobile image collection and LiDAR collection of the right-of-way and pavement. Mr. Rivera was responsible for the daily operation and collection of the street-level imagery and LiDAR data, maintaining all daily collection logs, scheduling vehicle/system maintenance and coordinating collected data with the base office.



**GINA M. ELLISON, PE**  
**STAFF ENGINEER**  
**OFFICE LOCATION: AUSTIN, TEXAS**

**EDUCATION**                      MS, Civil Engineering, The University of Texas at El Paso, 2006  
    BS, Civil Engineering, The University of Texas at El Paso, 2004

**LICENSE**                              Professional (Civil) Engineer, Texas - No. 109846

#### **EXPERIENCE SUMMARY**

Ms. Gina Ellison has over 2 years of experience in performing geotechnical logging, laboratory testing assignment, analysis of geotechnical field and laboratory test results, and preparation of geotechnical reports. Additionally, Ms. Ellison has over 6 years pavement engineering experience in pavement design and pavement management systems and specializes in Hot Mix Asphalt Concrete (HMAC) testing.

#### **SIGNIFICANT PROJECT EXPERIENCE**

***City of Fair Oaks Ranch Pavement and Right of Way Assets Evaluation, Fair Oaks Ranch, Texas.*** Project Engineer for the creation of a basic street inventory with detailed information on each street including name, length, width, and existing drainage and traffic control signs and markings. The project included collecting information on other right of way assets: drainage conditions, traffic control signs and pavement markings. A structural assessment using non-destructive deflection testing was conducted on the City's three main arterial streets. Pavement condition surveys were performed on the city's ~70 miles, which defines current conditions and calculates a Pavement Condition Index score for each street. Condition information was entered into **MicroPAVER®** for analysis of current condition, estimation of current needs and prediction of future needs. A final engineering report was prepared and presented to the City Council.

***City of Round Rock Pavement Evaluation Systems, Round Rock, Texas.*** Project Engineer for pavement management services including a complete inventory and condition survey of all City streets in both 2008 and 2013, approximately 275 miles of arterials, collectors and local street sections. The project scope included developing street inventory using the HVJ IMMP database, linking the database to the City GIS system, Quality Control, and development of MR&R Strategies. Ms. Ellison also trained the City staff on software use and pavement condition collection procedures.

***City of Forney Street Evaluation Program, Forney, Texas.*** Project Engineer for pavement data evaluation collection processes including a complete inventory and condition survey for approximately 150 centerline miles of City of Forney maintained streets. Since City GIS information was limited, this included updating and verifying street locations and information. After pavement evaluation, Ms. Ellison worked with Cartègraph® staff to import the pavement condition information into the software. Additionally, Ms. Ellison assisted the City of Forney in selecting maintenance strategies and priorities best suited for the City's budgets and experiences.

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***City of Lubbock Pavement Evaluation Systems, Lubbock, Texas.*** Project Engineer for pavement management services including a complete inventory and condition survey of all City streets. This includes 888 miles of arterials, 656 miles of local streets, and 700 miles of alleys. Includes developing street inventory using HVJ's IMMP database; linking the database to the City GIS system; implementing a work order system; and developing and reporting a 10-year rehabilitation and maintenance plan. Ms. Ellison also trained the City staff on software use and pavement condition collection procedures.

***City of Sugar Land Pavement Evaluation Systems, Sugar Land, Texas.*** As a Project Engineer, Ms. Ellison developed and reported results of the street inventory collected for the City of Sugar Land in 2005 and 2013. This included 328 centerline miles of streets maintained by the City including arterials, collectors, minor collectors, locals and local cul-de-sacs. Ms. Ellison also prepared a 10-year analysis for various budget scenarios and trained the City staff on HVJ's IMMP software use and pavement condition collection procedures.

***Rob Roy Home Owner's Association (HOA) Street Assessment, Austin, Texas.*** Pavement condition surveys were conducted for all 7 centerline miles of the Rob Roy Subdivision. The project involved the evaluation of existing flexible pavements to develop recommendations for repair and longer term maintenance and management for the Association's continued maintenance of their street network.

**PROFESSIONAL AFFILIATIONS**

American Society of Civil Engineers

Greater Austin Contractors &amp; Engineers Association

American Public Works Association





**R. F. (FRANK) CARMICHAEL, III, PE**  
**SENIOR PROJECT ENGINEER – PAVEMENT**  
**OFFICE LOCATION: AUSTIN, TEXAS**

#### **EXPERIENCE SUMMARY**

Mr. Carmichael is the Pavement Practice Leader of HVJ. He has 40 years of civil engineering experience focused on pavement engineering. He has prepared designs for street and road pavements, traffic improvements, mass transportation facilities, drainage structures, bridges, airport runways and taxiways, and alternative fueling facilities. He has developed complete plans, specifications, and cost estimates and supervised multi-disciplinary teams including mechanical and electrical engineers and architects. He has worked with diverse affected community and civic groups for the successful completion and integration of numerous civil engineering infrastructure projects.

#### **SIGNIFICANT RELATED PROJECT EXPERIENCE**

***Pavement Management Systems for Local Governments.*** Mr. Carmichael has conducted pavement management evaluations of over 300,000 lane miles of roads and streets. Texas projects include Beaumont, Brady, Brownwood, Brownsville, seven Waco area communities, Fort Bend County, Houston, Laredo, Lancaster, Cedar Hill, Nacogdoches, San Antonio, Sugar Land, Travis County, and Weatherford. Some typical pavement management projects are summarized below.

***City of Fair Oaks Ranch Pavement Assessment and Maintenance Plan.*** Mr. Carmichael as Project Manager completed a pavement and right-of-way (ROW) asset evaluation for the City of Fair Oaks Ranch, an incorporated city, located northwest of San Antonio between IH-10 and CR 3351. The City has three main arterial streets (Fair Oaks Parkway, Dietz Elkhorn Road, and Keeneland Drive) which carry a majority of the traffic and which are supported by a network of collector and local streets. The traditional street maintenance has been the application of chip seals to the pavements. HVJ evaluated the existing pavements on the three main arterial streets and all local streets using the **MicroPAVER®** pavement management system. HVJ collected a) pavement structural NDT data on the three arterial streets, b) visual condition survey data, and c) information on other ROW assets including drainage conditions, traffic control signs and pavement markings. One major objective was to evaluate the current practice of chip sealing the local streets.

***City of Brady Pavement Management System, Brady, Texas.*** The City of Brady contracted HVJ to assist them with a large backlog of street pavement maintenance, rehabilitation, and/or reconstruction needs. HVJ collected existing city planimetric maps, survey control data, topographical maps, maintenance and rehabilitation history, street functional class and or traffic count data, and past cost data. HVJ conducted visual distress data collection over the entire street network of the City and implemented the **MicroPAVER®** pavement management system. The following street maintenance work types were recommended for all streets; a) recycle/rework existing asphalt and base layers with cement and place a two course surface treatment, b) recycle/rework existing asphalt and base layers and place a two course surface treatment, c) place



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R. F. (Frank) Carmichael, III, PE Page 2

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two course surface treatment, d) place single course surface treatment, or e) rework existing gravel layer and place a single course surface treatment. The plans, specifications and cost estimate construction documents were developed according to TxDOT Standards. HVJ conducted the pre-bid meeting and construction testing and quality control.

***City of Brownwood Pavement Management System, Brownwood, Texas.*** Project Manager for implementing the Army Corps of Engineers' **MicroPAVER®** Pavement Management System software for the City of Brownwood, Texas. Trained City personnel to conduct the field surveys. Initially HVJ staff collected not only the first pavement condition surveys but also additional right-of-way data for over 1,600 pavement samples. He also implemented the use of personal digital assistants (PDAs) into the data collection process. Utilizing state-of-the-art PDA technology, HVJ increased both the speed and accuracy of the data collection process, while at the same time, reducing the amount of paperwork generated during the project. Finally, the **MicroPAVER®** modeling required the development of pavement deterioration curves specific to the City of Brownwood pavements.

***Travis County Pavement Management System, Travis County, Texas.*** Mr. Carmichael completed surveys of all County roads multiple times for development of annual rehabilitation plans and use for input into GASB34 values. In 1998, the software was replaced with **MicroPAVER®** and the County's staff were trained in use of new system. Collected FWD and DCP (Dynamic Cone Penetrometer) data on 80 miles of road for project level overlay and rehabilitation designs. Worked with TNR staff to hold work sessions with Travis County Commissioners to transfer pavement management concepts. He also managed complete network earlier surveys in 1985, 1991, in 1994.

***City of Sugar Land Pavement Evaluation Systems, Sugar Land, Texas.*** Sr. Project Manager for the development of the street inventory and directed the collection of surveys for entire network of streets in 1985, 2005 and in 2012. This included approximately 400 centerline miles of PCC streets maintained by the City including arterials, collectors, minor collectors, locals and local cul-de-sacs. Prepared a 10-year analysis for various budget scenarios and trained the City staff on HVJ's IMMP software use and pavement condition collection procedures. Developed new decision criteria for CIP program development.

***City of Round Rock Pavement Management System, Round Rock, Texas.*** Project Manager responsible for conducting a visual condition survey of all the City maintained streets and an approximate 10 miles of TxDOT roads. HVJ staff followed visual survey procedures, and delivered the data within the HVJ's IMMP system software. HVJ's PIM budgeting software was also included which provided multi-year project level budgets based on varying funding levels.

HVJ performed the Pavement Management System Network 2013 Updates for the City of Round Rock and added of traffic sign inventory and retro-reflectivity to the scope.

***5) Short narrative and summary of the firm's experience with similar data collection contracts***

Data Transfer Solutions, LLC (DTS), a limited liability company founded in 2006, has been collecting pavement condition data and developing management plans for updating pavement databases since our inception. We have worked on several similar projects to the scope of work requested by the City of Austin. DTS is a financially secure limited liability company and we are committed to our continued financial growth. DTS practices strong internal controls and conservative business practices. DTS offers comprehensive experience and subject matter expertise in the fields of asset data collection, surveying, asset management, transportation planning and GIS. DTS, headquartered in Orlando, Florida, is comprised of approximately 50 professionals and has regional offices in **San Antonio and Dallas, Texas;** Fort Collins, Colorado; Minden, Nevada and Manchester, New Hampshire. DTS staff includes individuals with the Professional Engineer (P.E.), GIS Professional (GISP), Certified Planner (AICP) and Certified Project Manager (PMP) certifications. DTS has a fleet of mobile asset collection (MAC) vehicles available to collect pavement condition data.

DTS has multiple certified instructors of the Urban and Regional Information Systems Association (URISA) course on asset management and has taught this course at the National URISA Conference and for the FHWA and AASHTO GIS-for Transportation (GIS-T) symposiums that focused on asset management planning, strategy and implementation.

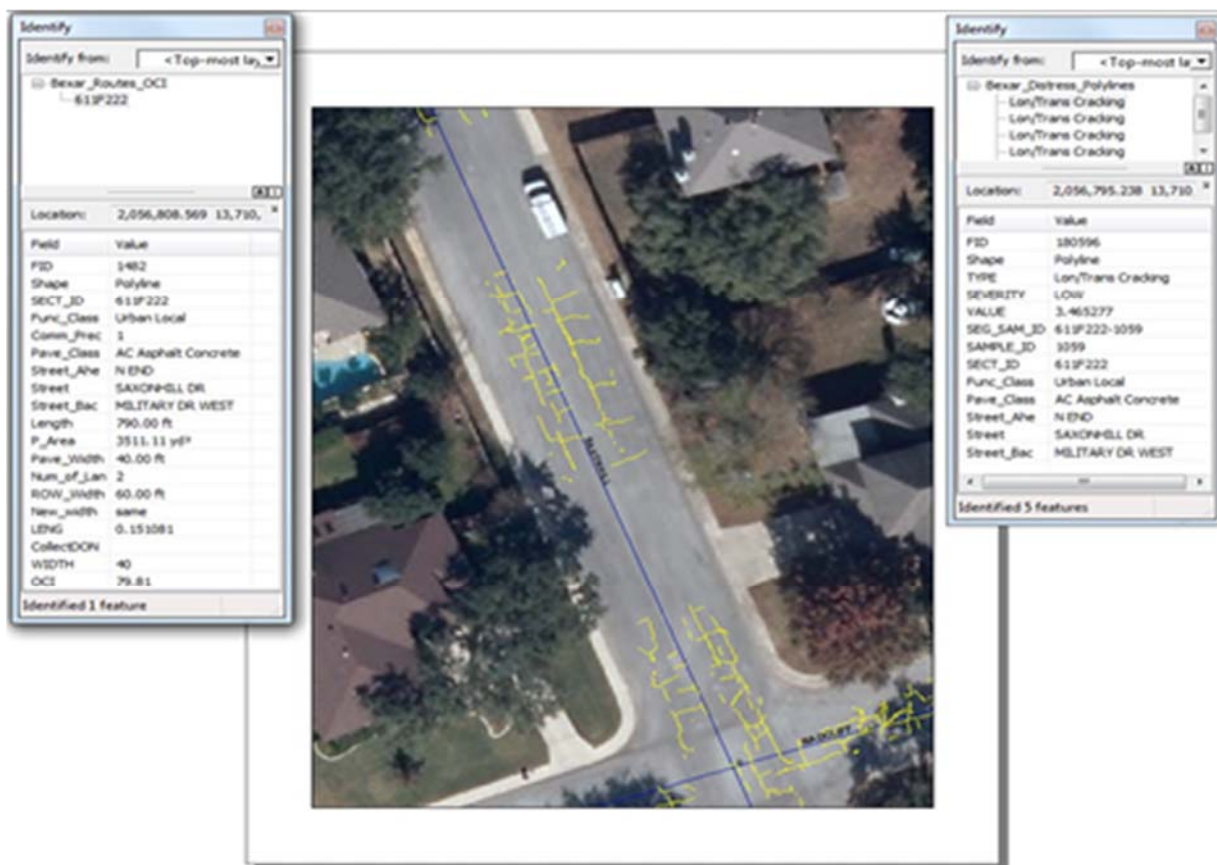
The DTS team has extensive experience with automated data collection and processing pavement, asset and geometric data for DOT (state), city and county clients across the US in accordance with GASB 34 and MAP-21. **These projects have surpassed 150,000 miles of mobile asset collection, processing and integration into a suite of web-based and GIS-centric databases. DTS has compiled asset data for over 100 asset management projects including videolog applications, pavement condition surveys and roadway geometrics, curb and gutter, signs, manholes, inlets, guardrail, fire hydrants, parking meters, sidewalks, street lighting, signals, mailboxes, retaining walls, rumble strips, medians and pavement markings. These projects have ranged in size from an agency as small as 90 centerline miles for Fredericksburg, Texas to Colorado DOT which is in excess of 12,000 centerline miles. These projects have totaled over \$15,000,000 in the last five years.**

DTS' pavement and ROW asset management clients include San Antonio, TX; Bexar County, TX; Fredericksburg, TX; Arlington, TX; Brownsville, TX; Sherman, TX; El Campo, TX; Lewisville, TX; Little Elm, TX; Bastrop County, TX; New Braunfels, TX; Arizona DOT; Colorado DOT; Delaware DOT; New York State DOT; Rhode Island DOT; Minnesota DOT; Scott County, IN; Henry County, IN; Michiana COG, IN; Albuquerque, NM and Farmington, NM.

DTS is the only firm competing that provides the full life cycle of asset and pavement management services in house. Our knowledge, expertise and experience cover the gamut from data collection and analysis through maintenance and ongoing management. Competitors may do specific tasks well but none offer the broad perspective and depth of understanding that DTS has from our experience providing the full complement of asset management services. DTS has the financial and other resources necessary including a fleet of MAC vehicles to complete the required services in both a quality and timely manner.

### Experience with the Local Area (San Antonio and Austin):

**DTS asset management clients in the San Antonio and Austin area include the City of San Antonio, Bexar County, New Braunfels, Fredericksburg, Williamson County and Bastrop County.** DTS has worked in the San Antonio area for the past 7 years performing multiple asset management projects for Bexar County Public Works. DTS has collected and rated assets for Bexar County in 2008, 2011 and 2014 including pavement, signs, guardrail, pavement markings and sidewalks. For a general synopsis of this project reference the Bexar County, Texas project sheet. Additional advanced aspects of the Bexar County project have included development of a web-based videologger. This application provides authorized County users access to the collected data through a web browser where they can view ROW and pavement imagery as sequential images while moving along the road. The resulting deliverables are very useful in that Bexar County has a way to “visit” a road segment virtually from their computer to identify “site specific” information without having to mobilize to the location. The van-based data can also be used to extract other asset data related to signs, curb & gutter, drainage, sidewalks, pavement markings as well as any other asset types such as signals and light poles. Additionally, DTS has provided GIS-based deliverables that have included point, polyline and polygon feature classes of extracted distress locations with attributes for type of distress, severity and extent. Furthermore, DTS has delivered point feature class for collected IRI and rut data on each segment with attribute information for average rut, left wheelpath rut, right wheelpath rut and Average IRI.



***GIS-Centric Approach to Bexar County Pavement Management (Distress Data Displayed)***

**DTS, from working with Bexar County, understands that the soils vary greatly within the San Antonio and Austin region. For instance, the North and Northwest is very stable and comprised heavily of rock formations where the Southern portion is largely sand based soils. The middle regions are high plasticity clay soils. All of these soils should receive consideration when evaluating deterioration curves and treatments within various regions. The high plasticity soils have the greatest propensity to shrink and swell thus causing more cracking and requiring different treatments than the more stable rock based subgrades in the North and Northwest portions of the City and County. In working with Bexar County, DTS recognizes the various soil considerations, subgrades and hydrology issues within the region and has established customized deterioration curves based on specific quadrants and corresponding soil conditions. As a result of the pavement management services DTS has provided for Bexar County, the County was awarded the James B. Sorenson Award for Excellence in Pavement Preservation by FHWA.**

The DTS team's business philosophy recognizes the importance of asset management as strategically targeting resources in an efficient and cost effective manner has become increasingly critical for municipalities given the current and foreseeable fiscal funding environment. Organizations are frequently asked to do more with less, and in transportation asset management that means strategically targeting and prioritizing assets in poor condition and having the highest consequences of failure. DTS can assist the City with both inventory and condition assessment as well as capital planning (decision trees) of these assets as they are strategically programmed for replacement, refurbishment or general maintenance all the while maintaining at the very least a minimum level of service that is both safe and enjoyable to end users, i.e., the traveling public. This is not a diminutive undertaking, but it is critical path for both safety and performance of transportation infrastructure asset management, a key focus of MAP-21.

DTS follows the "AASHTO Transportation Asset Management Guide – A Focus on Implementation" which provides a framework for organizations to utilize and improve the management of their assets to improve decision-making, monitor performance and support integrated decisions in programming projects. Often, decisions are made related to a specific asset type or class such as pavement without knowledge or attention to other inter-related assets that may be affected. DTS practices a strategic asset management plan that is asset-agnostic and handles transportation assets together in order to optimize capital budgets and focus on the highest inter-related risk in order to minimize their probability and consequences of failure.

#### **Unsurpassed Experience Performing Pavement Data Collection Services:**

DTS' pavement management data collection clients include: **San Antonio, TX; Bexar County, TX; New Braunfels, TX; Brownsville, TX; Arlington, TX; El Campo, TX; Lewisville, TX; Little Elm, TX; Duncanville, TX; Bastrop County, TX; University Park, TX;** Colorado DOT; Delaware DOT; Rhode Island DOT; South Lake Tahoe, CA; Jefferson County, CO; Ascension Parish, LA; Farmington, NM; West Palm Beach, FL; Lakeland, FL; Charleston County, SC; Fayetteville, NC.; Charlotte, NC; Wickenburg, AZ; Collier County, FL; Pikes Peak COG, CO; Golden, CO; Pitkin County, CO; Klamath Falls, OR and Renton, WA to name a few.

**References** (Note: the Reference Sheet is also included later in the forms area of this proposal)

Project & Contact	Description of Services
<p><b>Bexar County, TX Pavement and ROW Asset Management System</b></p> <p>Tony Vasquez Public Works Division Chief 233 N. Pecos #420 San Antonio, TX 78207 210-265-7079 <a href="mailto:avasquez@bexar.org">avasquez@bexar.org</a></p> <p>2008: \$400,000 2011: \$499,000 2014-15: \$400,000</p>	<p>Bexar County, Texas contracted with DTS to collect roadway asset data related to their traffic infrastructure. The 2008 project consisted of collecting infrastructure assets located within the County's right-of-way including signs, sidewalks and guardrails. The 2011 project included updating the County's pavement management system as well as collecting a traffic sign inventory.</p> <p>The 2011 project included collection of the County's 2,400 lane miles of paved roads as well as a traffic sign inventory (29,966 signs). The 2011 included providing a traffic sign inventory and condition rating based on FHWA MUTCD guidelines with categorization of good, fair and critical condition to assist the County with development and management of a sign management plan. DTS provided several web-based viewing tools to analyze data including development of a videologger. <b>As a result of the asset management services DTS provided to Bexar County, the County was awarded the James B. Sorenson Award for Excellence in Pavement Preservation from FHWA.</b></p> <p>DTS is completing the 2014-15 pavement data for the County's network as well as performing an inventory of traffic signs and pavement markings. DTS is establishing subset deterioration curves based on varying subgrade conditions throughout the County.</p>
<p><b>City of Arlington, TX Pavement Data Collection and Integration</b></p> <p>Sue Berger Asset Analyst City of Arlington Public Works and Transportation 100 W. Abram Street, 2nd Floor Arlington, TX 76011 (817) 459-6351 <a href="mailto:sue.berger@arlingtontx.gov">sue.berger@arlingtontx.gov</a></p> <p>2014-2016 \$396,896</p>	<p>The City of Arlington selected DTS to obtain pavement condition data for its more than 3,000 lane miles of roadways. DTS is using one of our MAC vehicles to collect the pavement data for the City.</p> <p>The MAC vehicle is equipped with a variety of equipment to ensure that well-illuminated, high-resolution images with a high degree of positional accuracy can be obtained. Following collection, automated pavement distress extraction occurs followed by verification / modification by trained pavement extractors. Pavement distress types are based on the ASTM D6433 standard. DTS will also collect rut and roughness data. Approximately 1/3 of the City's total roadway mileage will be collected each year for the three-year period. DTS has completed the 2014 portion of the project.</p> <p>The pavement information was integrated into the City's existing Cartograph pavement management system. DTS analyzed the existing degradation curves and calculated revised curves to reflect actual measured performance.</p>

Project & Contact	Description of Services
<p><b>City of Brownsville, TX Pavement Condition Survey and Rating Management System</b></p> <p>Doro Garcia, Jr., EIT, CFM, RAS City of Brownsville Engineering Department 404 E. Washington Street Brownsville, TX 78520 (956) 541-1012 <a href="mailto:doro@cob.us">doro@cob.us</a></p> <p>2013: \$239,998</p>	<p>The City of Brownsville, Texas contracted with DTS to maintain a complete Pavement Management System with the ability to link Pavement Condition Index (PCI) and Overall Condition Index (OCI) data for its 665 centerline miles of paved streets. The City was also interested in collecting all pavement markings, traffic signs, traffic signals, poles and cabinets, speed humps, guardrails, curbs, bridges, shoulders, lane widths and other miscellaneous traffic control devices found in the Manual on Uniform Traffic Control Devices (MUTCD).</p> <p>DTS provided pavement condition, right of way, asset inventory and collected and delivered the data to the City in less than 6 months using Mobile Asset Collection vehicles. The data was collected for more than 5,500 street segments.</p> <p>DTS uploaded the collected asset inventory data into the City's Esri GIS system and VUEWorks asset management software. With the delivery of a GIS-enabled, web-based viewer, City staff can easily view all the collected data, images and assessments. This VUEpoint videolog viewer allows users to view pavement and right-of-way images through the use of a "windshield" module. This allows for a seamless user experience across multiple vendors and multiple data collection years. Staff can easily display this data that is often of critical importance to presenting pavement and asset inventory conditions and Capital Improvement Plans to the City Council.</p>
<p><b>Jefferson County, CO Pavement Inspection Services</b></p> <p>Craig Johnson Budget Analyst 21401 Golden Gate Canyon Rd. Golden, CO 80403 303-271-5216 <a href="mailto:cajohnso@jeffco.us">cajohnso@jeffco.us</a></p> <p>2013- \$98,500 District II 2014-\$210,000 Districts I, III and IV</p>	<p>DTS inspected the County's asphalt pavement and conducted surface condition analyses on arterial, collector and residential streets for 450 centerline miles of paved roadways in District II of the County.</p> <p>DTS utilized MAC vehicles to collect all pavement condition data for Jefferson County's District II. All data delivered as part of this project was collected and delivered into the AMS software. All data was referenced to a Segment ID at the highest level. Then, the inspection data was attached to the Segment ID and referenced as a unique inspection for 2013. Each inspection had multiple samples contained within the inspection record and defined as per the ASTM D6433 pavement inspection methodology. Each sample contained multiple distress types, severities and extents as they were measured in the field. This information was then imported into PAVEMENTView using internal business logic and configured by Jefferson County and DTS. The resulting PCI score was used to prioritize maintenance, repair and rehabilitation activities as part of the Capital Improvement Planning phase of this project. DTS followed a similar protocol for the 2014 collection and rating of 870 miles.</p>



Project & Contact	Description of Services
<p><b>Rhode Island DOT Pavement Condition and MIRE Data Collection</b></p> <p>Stephen Kut Asset Information Systems Two Capitol Hill, Room 330B Providence, RI 02903 Phone: (401) 222-6935 Fax: (401) 222-4403 <a href="mailto:stephen.kut@dot.ri.gov">stephen.kut@dot.ri.gov</a></p> <p>October 2014-Present: \$1,187,527</p>	<p>The Rhode Island Department of Transportation selected Data Transfer Solutions to perform its 2014-2015 pavement condition and MIRE (Model Inventory of Roadway Elements) data collection.</p> <p>DTS is currently using Mobile Asset Collection (MAC) vehicles to collect this information. Multiple pavement and right-of-way cameras are being used simultaneously to collect the required information, and experienced pavement and right-of-way extraction technicians are using the imagery to extract the required data that RIDOT needs. For MIRE data, DTS is collecting every public roadway within the state. Approximately 6,500 roadway miles, 16,200 intersections and 445 ramps will be inventoried. For pavement data, approximately 4,350 miles and the 445 ramps will be collected.</p> <p>While RIDOT has 22 MIRE data elements known (such as segment classification elements) and is also able to obtain another 24 speed and traffic-related data elements from other sources, DTS is collecting the remaining 156 MIRE data elements through this project. The data is being collected for elements including those related to roadway miles (location and linkage, segment cross section, segment roadside descriptors, other segment descriptors, segment traffic operations/control data, other supplemental segment descriptors, horizontal curve and vertical grade data), intersections (at-grade intersections/junctions and approach descriptor data) and ramp data (interchange and ramp descriptors).</p>

***Roadway Profiling Equipment per Specification:***

**DTS' Mobile Asset Collection (MAC) vehicle has received independent inertial profiler certification from the Texas A&M Transportation Institute in April of 2015.**

A link to the site verifying this certification is as follows under our manufacturers listing for International Cybernetics Corporation (ICC). The serial number is 679 and the VIN/Certification code is: 1FBNE3BL2DDA27493.

<http://tti.tamu.edu/facilities/profiler-evaluation/certified-inertial-profilers/>



***Mobile Asset Collection Vehicle with Profiling Equipment per Specification and Certified by TTI***

***Automated Pavement Condition Survey Equipment:***

DTS will perform pavement data collection on a street block (defined as intersection to intersection) basis for all City-owned streets in the full-purpose jurisdiction area. DTS understands the City of Austin will provide the list of sections upon award of the contract. DTS can provide as many certified data collection teams as necessary to complete the projects in the time allotted if inclement weather becomes an issue. DTS recognizes the basic work plan for the pavement data collection shall be as follows:

1. Preparation: The City will provide a "Section List Database" and Geographic Information Systems (GIS) shapefile (or geodatabase if requested by DTS) in Esri ArcGIS software format that identifies every PMIS section to be rated. The 100% section list file will contain approximately 25,600 street segments. All sections are uniquely identified by a SEGMENT\_ID and include a STREET name, FROM street limit, TO street limit, section CLASSIFICATION, PAVEMENT TYPE,

LENGTH and WIDTH. These section locations shall be reported exactly as they appear to ensure the collected data is stored properly.

2. **Automated Distress Identification:** DTS will collect surface distress cracking data on one lane of each roadbed in the section list file. Single roadbeds that are either wider than 4 lanes or are a minimum of 48' curb to curb shall be treated as two (2) test miles with two data collection passes - one on each side. Additional passes may be specified for roadbeds wider than 4 lanes or 48' curb to curb. The lane(s) selected shall be representative of the general condition of the entire street to the degree possible. DTS will include automated crack recognition for extent and severity of Longitudinal, Transverse, Alligator, and Block cracking.

DTS' MAC van meets or exceeds the requirements stated in ASTM 1656-06 for Classification of the Automated Pavement Condition Survey Equipment as follows: Longitudinal Profile - L223 and Crack Detection - C3232. DTS will only gather automated data on days when surface conditions are appropriate for adequate images to be captured and proper crack recognition by the software. Visible wetness of the pavement surface due to rain has been identified as a cause of errors with automated visual crack detection systems and DTS will not collect when such conditions arise. Distress data is expected in the Long Term Pavement Performance (LTPP) Distress Rating format for distress, extent, and severity definitions. DTS will record comments on a section by section basis on any issue that may have affected the validity of the results and submit to the City. DTS will complete data quality control checks and summarize required data in the database and GIS formats specified as listed in 5.12.

3. **Ride Quality Measurement:** DTS will collect ride quality data by profiling one lane of each roadbed in the section list file. Single roadbeds either wider than 4 lanes or a minimum of 48' curb to curb shall be treated as two (2) test miles with two data collection passes - one on each side. The lane(s) selected shall be representative of the general condition of the entire street to the degree possible. The data collection van shall meet the requirements of a Class 1 device per the ASTM E950- 98 specification for inertial profiling devices. The data collection file shall include the driver's name, date, segment\_id, street name, location, direction (with or against increasing address), ride measurement and any comments/notes. Comments will include notations of items that severely affect surface roughness such as speed humps/bumps, rough utility castings, bus pads, bridges, valley gutters, railroad crossings or profiling issues such as unavoidable stops or inadequate distance to get up to speed for accurate profiles. Profile data will be summarized by IRI (International Roughness Index) and RN (Ride Number) in 50-foot sections and for full street segments as per the ASTM 1926-08 and ASTM 1489-08 standards. DTS is aware that no rutting data (transverse profiles) is required or expected in this contract. DTS will thoroughly complete data quality control checks before the data is submitted to the City of Austin.



*A DTS Mobile Asset Collection (MAC) Vehicle*

The DTS Mobile Asset Collection vehicle is equipped with:

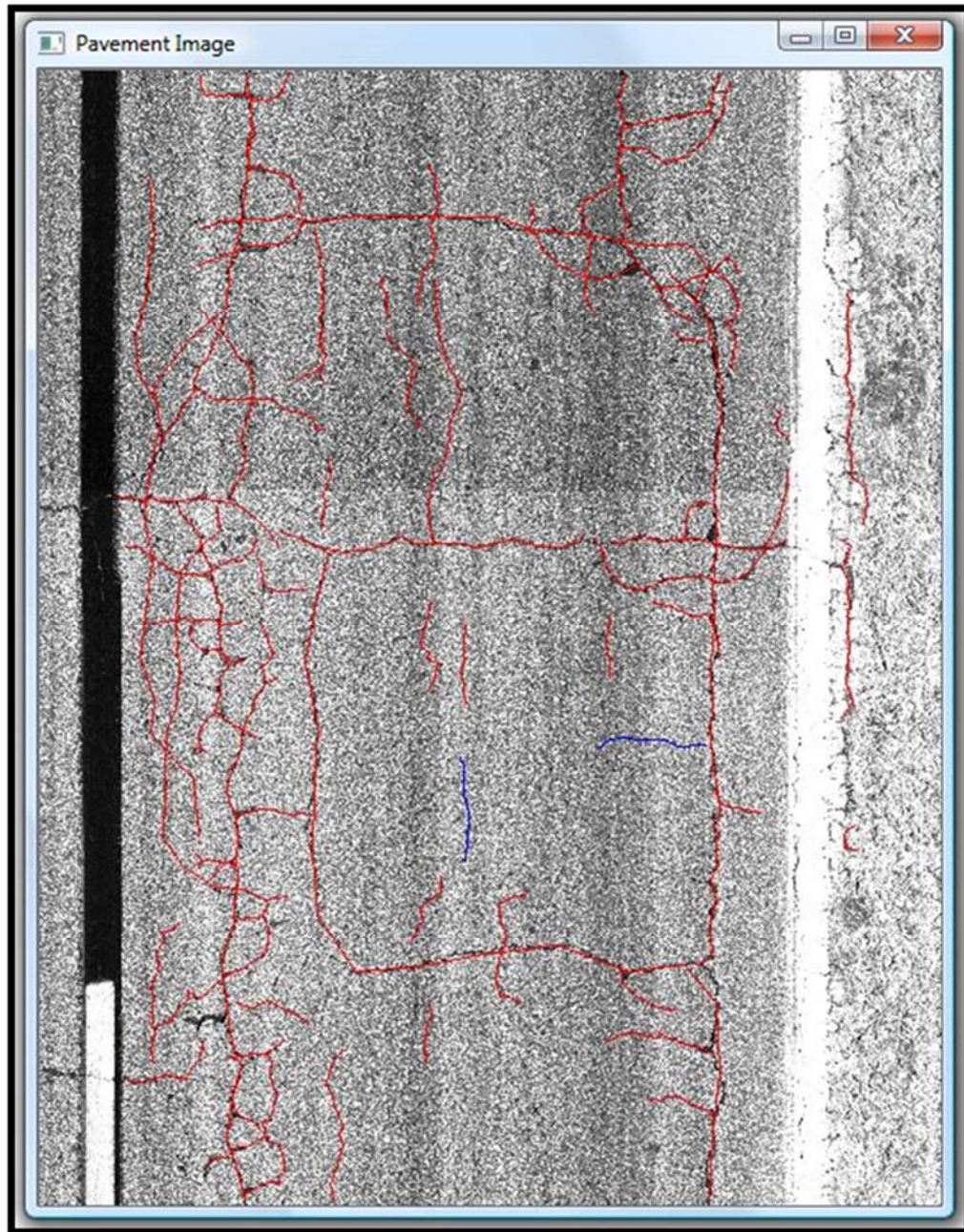
- **high-resolution right-of-way digital cameras (3)** – Allied Vision Prosilica GX 1920C, frame rate of 15 images per second and 1936 x 1456 color resolution
- **LRIS pavement imaging system** – collects high-definition pavement images used to extract distress type severity and extent measurements. 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 and certified by TTi in April 2015

The MAC images and data collected will be defined in the data element delivery structure required by the City and can adhere to data standards for consumption into the City's AgileAssets asset management software if desired. **The DTS MAC system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently.**

***Automated Distress Recognition Software:***

DTS utilizes **CrackScope** software for customized image-processing algorithms to perform both online and offline pavement crack inspection. The algorithms permit the detection of cracks in one image to be done in the same time when the frame grabber accumulates line images from the linescan camera to form a new image frame. Therefore, CrackScope is able to perform pavement survey in real-time, full-lane, and 100% coverage, and highway speed. This software provides an automated distress map of these distresses on each pavement image.

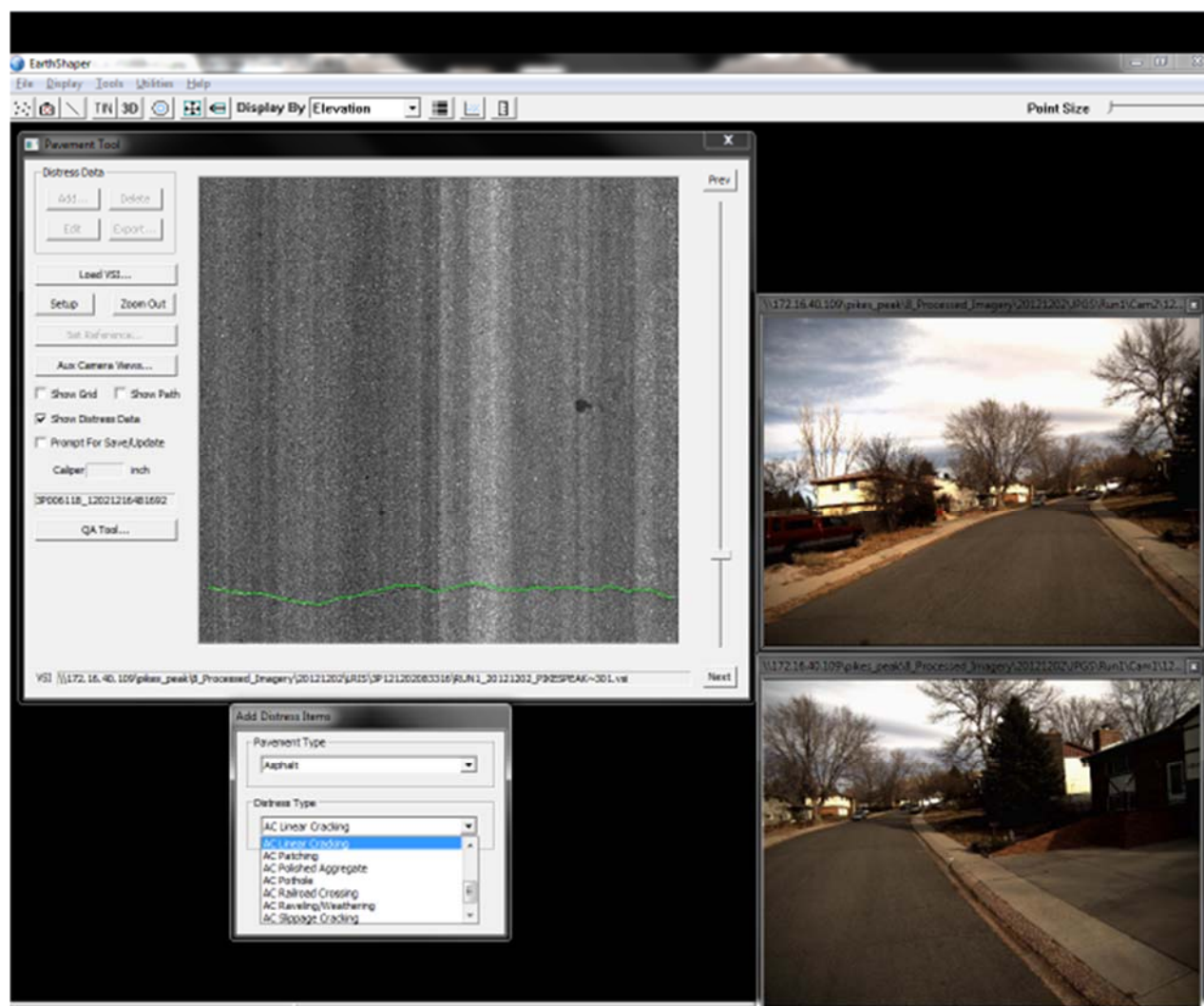




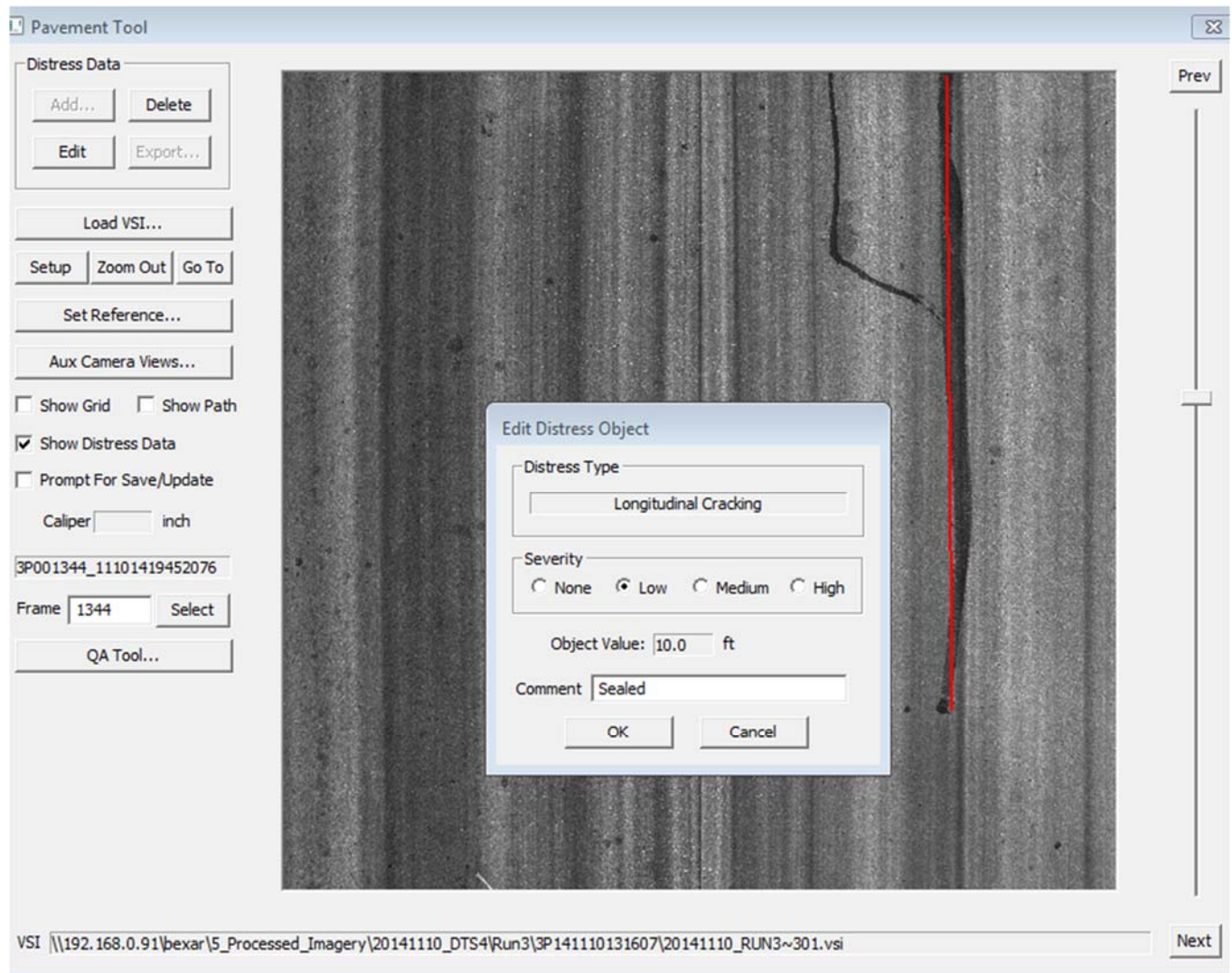
***Pavement Image Displayed Utilizing CrackScope***

DTS uses Earthshaper™ spatial image analysis software to perform QA/QC on pavement distresses. The reviewer is analyzing and, if needed, digitizing pavement distress types/severity/extent as point, line or polygon features. Depending on the distress type measurement required by the project data dictionary, each pavement images distress data is digitized and recorded to a database and associated to the street segment being surveyed. Each distress type/severity/extent is recorded to the project pavement condition database and each street segments total type/severity/extent is calculated.





### EarthShaper Pavement Tool Example



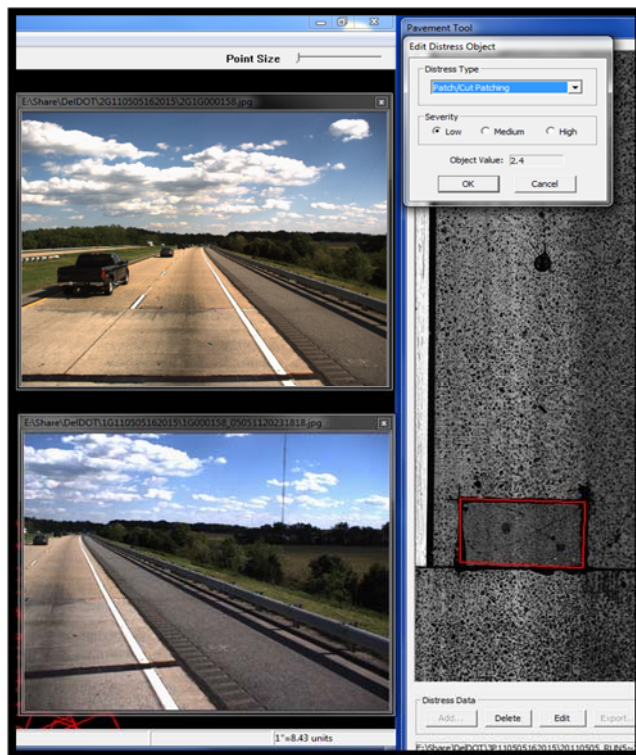
***Bexar County Distress Rating Verified within EarthShaper***

### **GIS Capabilities:**

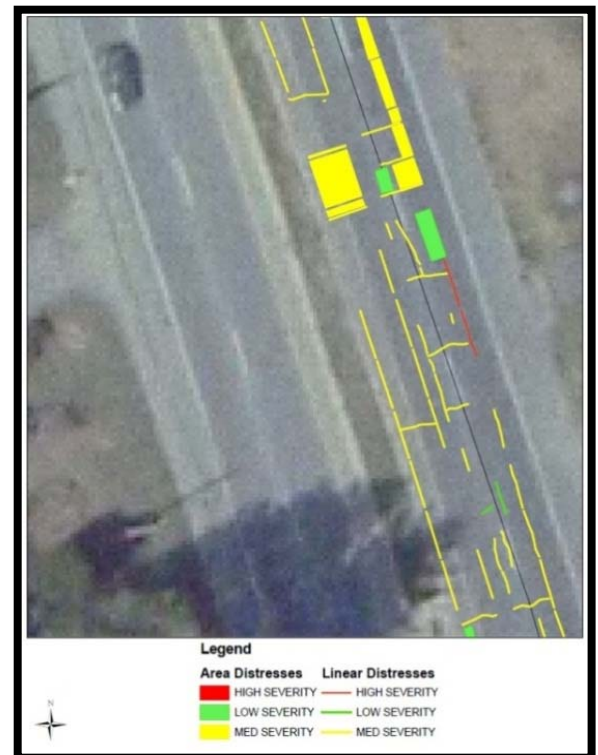
#### **Data Analysis and Priority Setting:**

DTS has developed proven, systems-compatible technologies to view, manipulate and analyze transportation data. DTS understands how to maximize an agency's ability to make confident roadway management decisions; the criticality of accurate and quality data and the importance of integrating user-friendly, desktop and/or web-based applications that enhance the user's ability to interact with the data efficiently and dynamically as well as seamlessly integrate with the City's selected asset management solution, AgileAssets. In fact, the DTS team is extremely focused on the "end user" experience. If desired, DTS can work with the City to ensure that the pavement and right-of-way asset inventory and condition inspection data is accessible and useable for detailed analysis and reporting at the management level. Below are several examples of tools DTS has utilized for clients across the country to display and utilize pavement and right-of-way asset data. These can also be provided to the City of Austin as optional services.

#### **GIS-Centric Distress Mapping:**



***Distress Mapping Interface (Intuitive)***



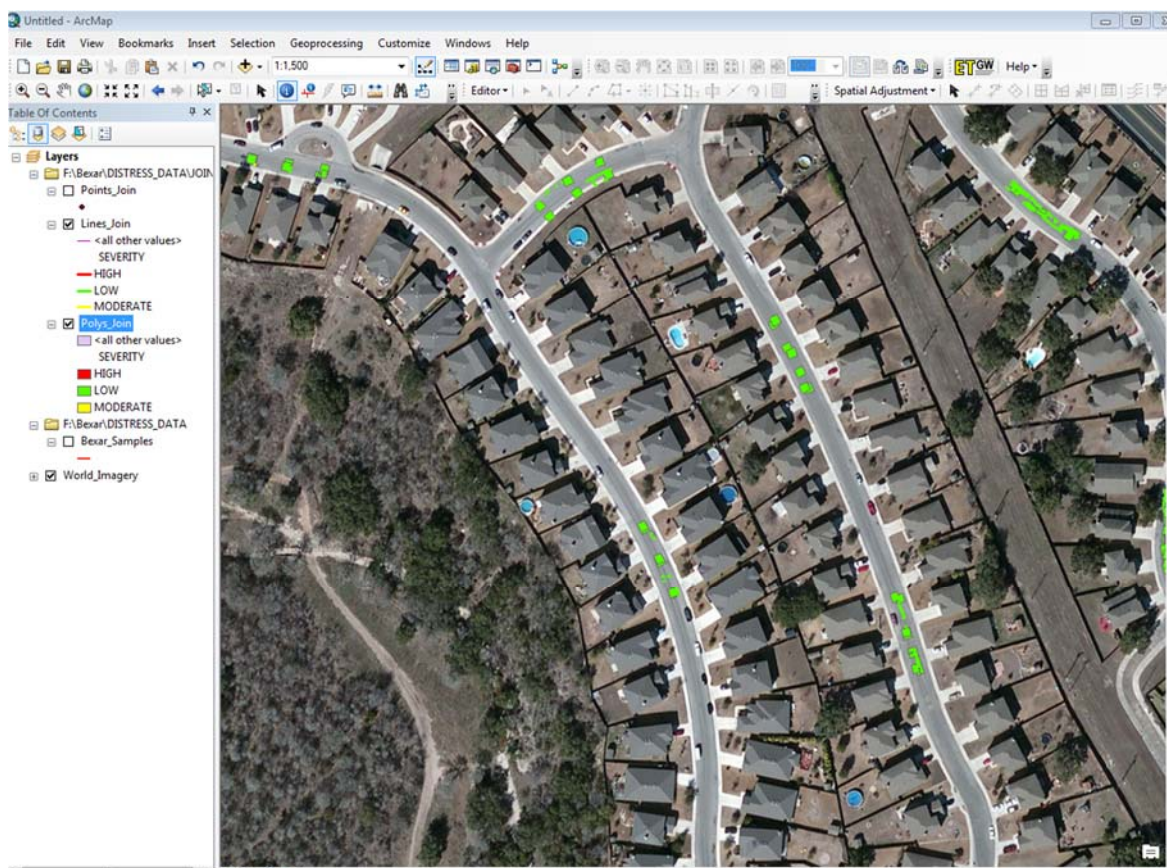
***GIS-centric Distress Map Vectors***



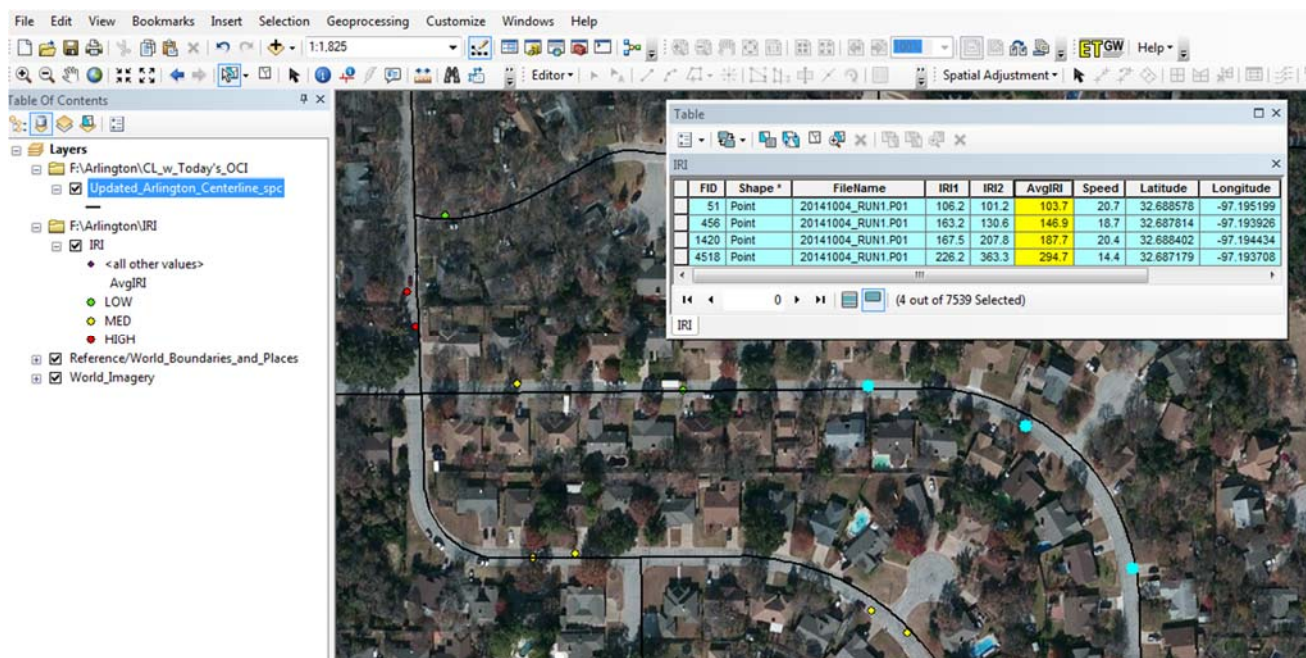


*Distress Mapping for Bexar County, TX*





***Bexar County Aerial Imagery with Distress Rating***



***IRI Data Displayed Against Aerial Imagery for the City of Arlington***

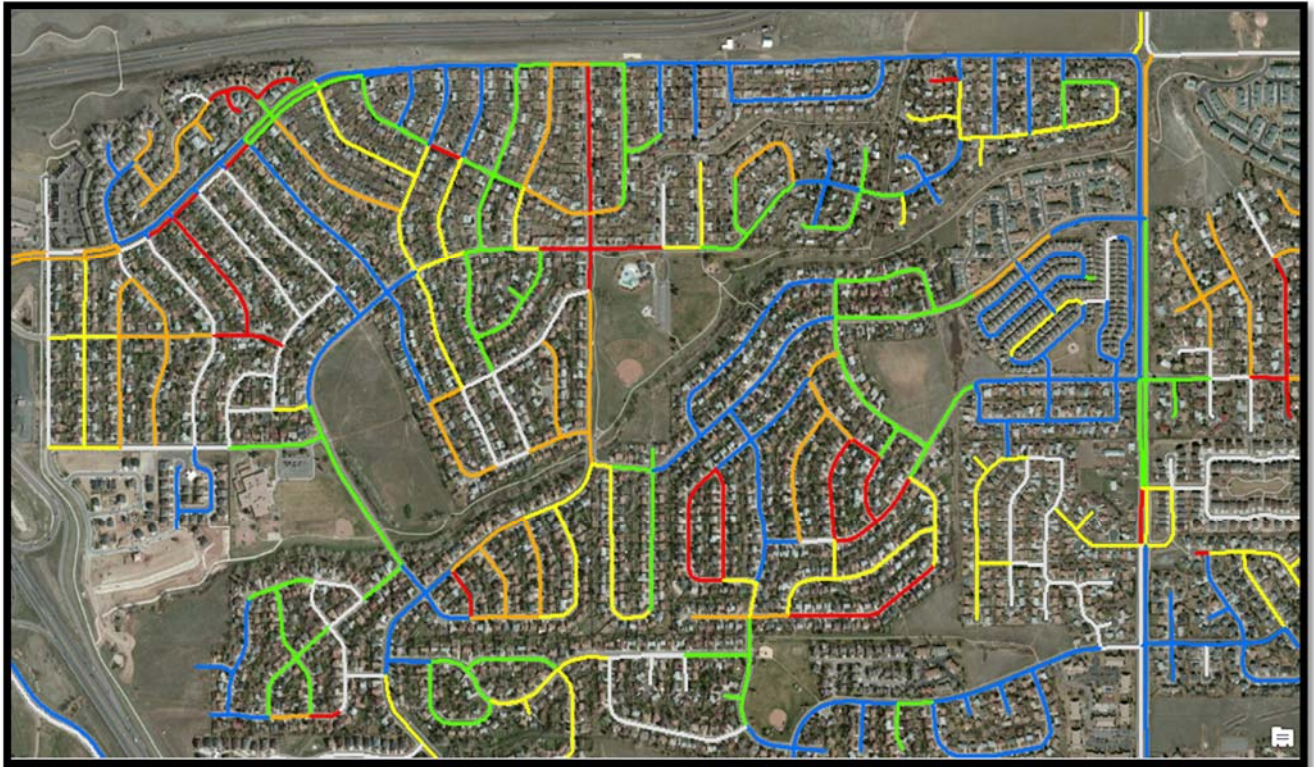
**Spatial Network Optimization:**

Another GIS capability DTS can provide is through a process called “Spatial Network Optimization” of the pavement network. For example, when asset management software is utilized to build a Capital Improvement Plan (5-10 years), the projects are prioritized by the Network Priority Ranking (NPR). This results in a list of non-contiguous projects that can be overwhelming to a single agency. DTS takes this process one step further to ensure that the recommended projects are grouped into more spatially optimized areas. In other words, DTS can combine these non-contiguous projects into sub-networks within neighborhoods or complete street sections to optimize the number of projects to a manageable level.



*Each Program Year is Mapped Spatially*





***Neighborhood Approach – By using a GIS-centric Approach, Projects are Prioritized by Continuity from Segment to Segment (Pavement Optimization)***

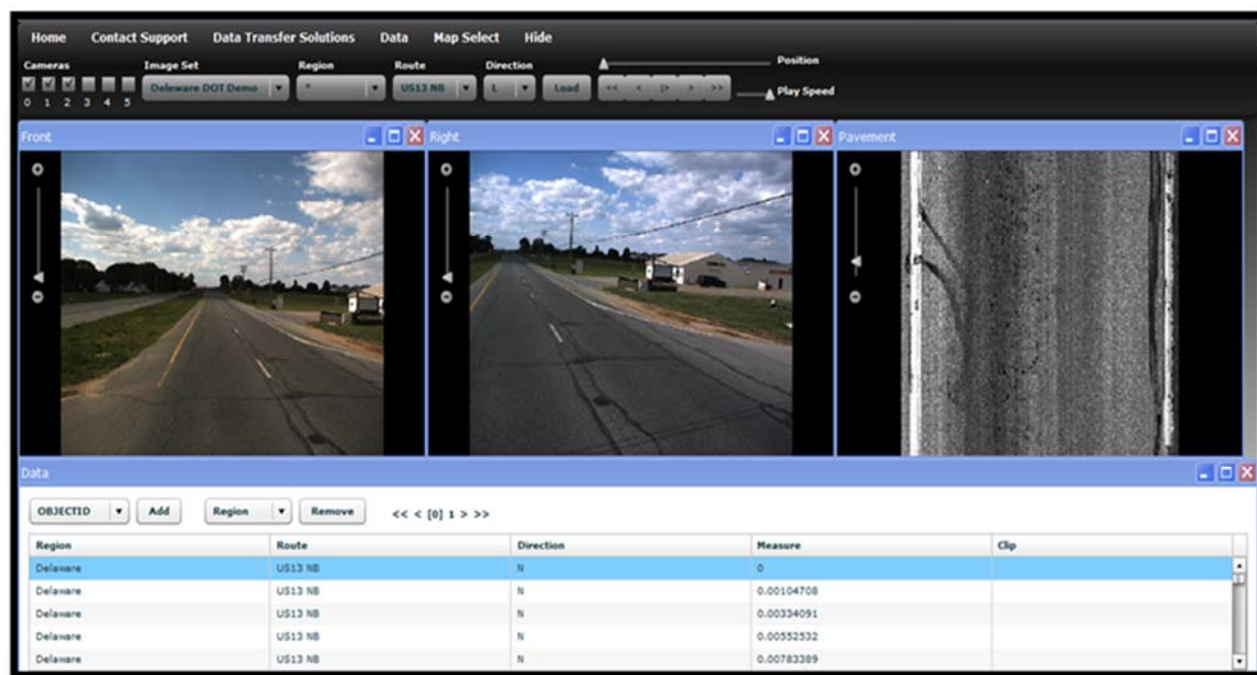
#### **Videologger:**

VUEPoint is DTS' proprietary GIS web-based videolog and pavement viewing application that can be provided as an option. DTS is recognized nationally for its custom application development serving the transportation sector. DTS' viewer ingests data collected by our fleet of MAC vehicles as well as data from other collection platforms. VUEPoint allows for multiple camera views, comparison of images from year to year and a host of other features including:

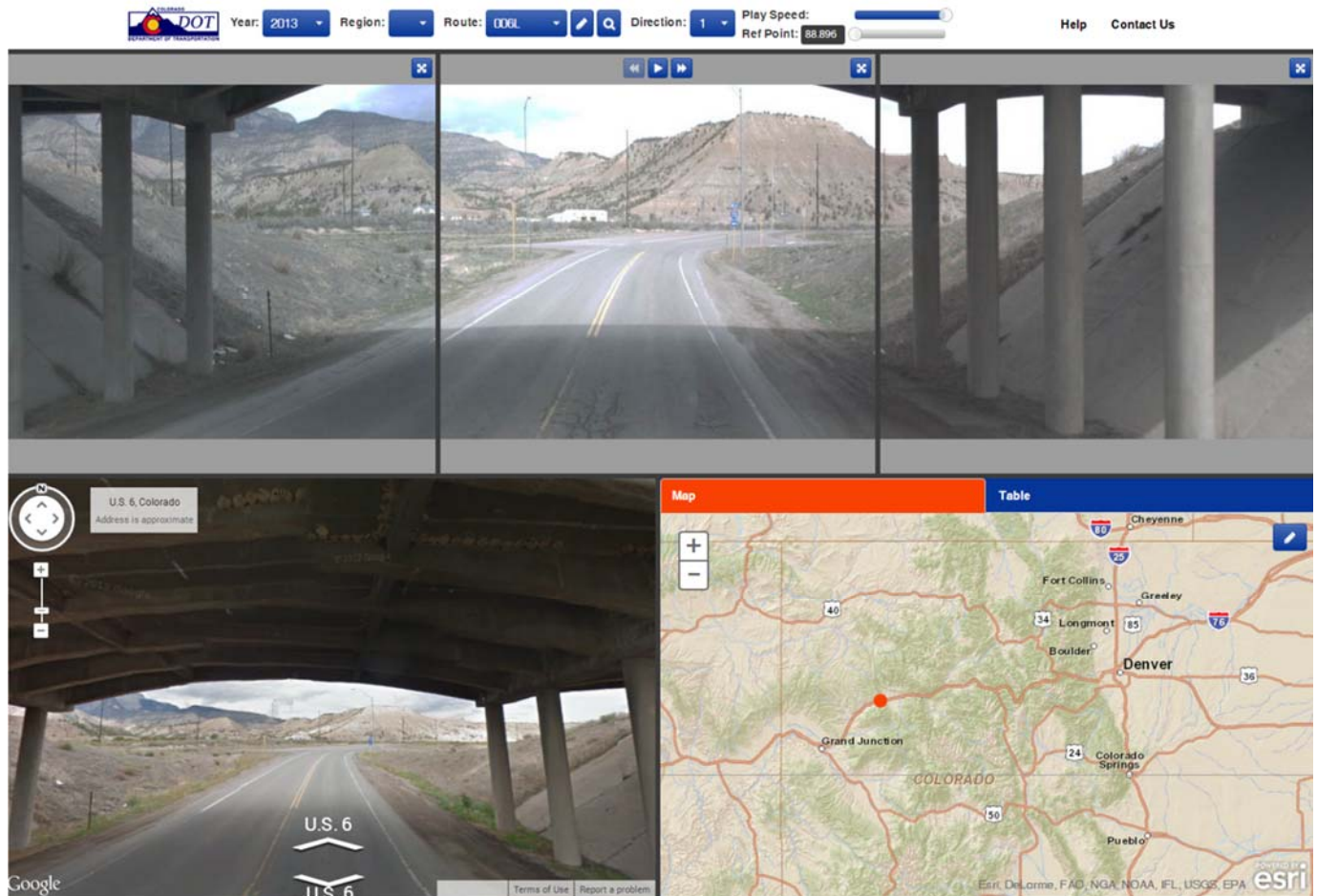
- \* Query routes, and see roadway and right-of-way images on a route.
- \* Play the video after selecting a starting point on a road.
- \* Ingests a variety of roadway video data from several different vendors.
- \* Customize the view to see different data points for each segment (add columns to the data grid).
- \* Customize the view by selecting the number of camera images to display (from those available).
- \* A choice of resolution images (thumbnail and higher resolution images - if available).
- \* Optional pavement camera view display.

The VUEPoint viewer helps facilitate quality assurance. It allows pavement management personnel to take a virtual drive along the roadway without ever leaving the office. It saves time and money while providing a level of detailed information that is as good as if standing there in person. Moreover, the ability of our viewer to allow users to compare data across multiple years helps pavement management personnel get a real world perspective when elements of the data seem skewed. It allows them to see if there is a data anomaly or if the condition has really deteriorated as reflected in the data. DTS has built videologgers for several clients including Bexar County, TX; San Antonio, TX; Arlington, TX; Colorado DOT and Albuquerque, NM to name a few.

The graphics below show the main user interface of our videolog image viewer:



*Sample of a DTS Videologger*



***Videologger DTS Built for Colorado DOT also Includes Google Streetview and a Map Interface***

### ***Evaluation Criteria for Local Presence:***

HVJ Associates, Inc., incorporated in Houston in 1985 by Herbert V. Johnson, P.E., provides geotechnical, construction material and pavement engineering services. A certified DBE/MBE/AABE/HUB, HVJ is one of the largest specialty, minority-owned engineering companies in Texas, with nearly 90 employees in four offices across the state. While HVJ has served Austin-area municipalities and regional entities since opening its Austin office nearly 15 years ago, its team leaders have worked on Austin area projects for years, including numerous pavement studies since 1985. HVJ staff are experts in the field of pavement engineering with experience providing pavement and asset management systems to governmental entities across Texas and the United States. HVJ is a Registered Engineering Firm by the state of Texas and is A2LA and AASHTO accredited for Geotechnical Engineering and Construction Materials Testing services.

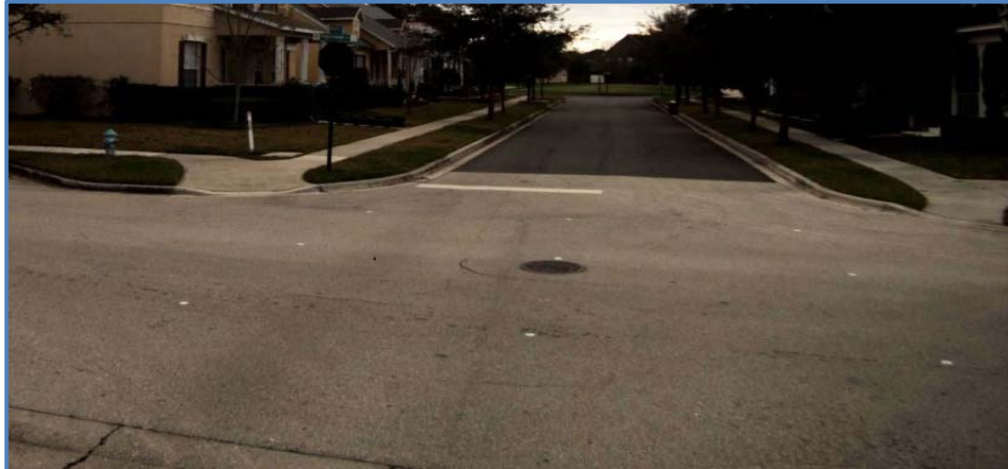
**HVJ has successfully completed a total network pavement assessment survey for the following local governments: City of San Antonio, City of Fair Oaks, City of Lubbock, City of Round Rock, City of New Braunfels, City of Houston, City of Sugar Land, City of Brownwood and Fort Bend County,** as well as numerous others. HVJ will be providing between 1 and 24% of the proposed work for this project. HVJ in addition to providing vast knowledge of the network and treatment recommendations in Austin can provide non-destructive analysis such as Falling Weight Deflectometer (FWD) testing if needed.



## Appendix:

### Quality Assurance/Quality Control

DTS has a proven Quality Assurance/Quality Control procedure for all MAC image collection projects. DTS' QC procedures begin with our MAC collection process. For the City of Austin, a MAC calibration site(s) will be established that consists of up to 9 point locations nailed, painted and surveyed in a location easily accessible to the MAC vehicle. This calibration site will be recorded in at least two perpendicular directions at the beginning and end of each collection day.



***Example of 9 Point Painted Pin Calibration Site***

The MAC technician will check each camera's exposure rate, image quality and GPS and IMU operation to assure the MAC system is recording the image and that GPS, DMI, and IMU data as well as the GPS location are within the stated project tolerance. Each collection day's calibration collection will be documented in the MAC collection log book. The MAC collection log book also contains information such as date, location, technician and driver name, any issue that developed during the collection day and DMI calibration runs.

During image collection, the MAC technician reviews the images collected on screen as they are collected and any issue with image clarity requires the collection run to end and the image quality be resolved. Once resolved, the collection run will begin from the beginning for the road segment collected. The MAC technician also monitors GPS reception during collection. If GPS reception is lost, the MAC technician again stops the collection and resolves the GPS reception. Collection will begin again once the GPS reception issue is resolved. Any issues resulting in the collection run being stopped will be recorded in the MAC collection log book with the issue and resolution.

DTS will QC the collected MAC GPS data to verify the required tolerance of 1 meter by post-processing all raw inertial/GPS data against 1-second epoch continuously operating reference stations as well as utilizing the Texas GPS Network (NAD 1983 State of Texas Central FIPS 4204 system) around project collection areas. The raw collected trajectory data will be compared against the processed trajectory data to verify collected accuracy levels. The accuracy of the trajectory is directly correlated to the accuracy of the images collected.

**Innovative Approach to Quality Control:**

As an **innovative approach** to QC, DTS will perform a network accuracy check visually by creating Google Earth compatible KML files of the processed image points and visually assessing where point locations fall in the images. This will be used as a secondary quality check to assess if any collected points appear to be out of acceptable project specifications (not located near lane of travel).



***Example of GPS Tracks from MAC Vehicle***

DTS will QC each road segment to verify images are sequential and spaced at calibrated distances and will verify each hard drive delivery for file format, naming and structure prior to each delivery to the client project manager. Any road segment found to not be collected in full length, both directions or missing segments will be recollected and delivered.

Prior to all interim and final submittals to the client project manager, DTS will perform a quality assurance review. The DTS QA/QC manager will review all quality control memorandums and checks with the DTS project manager. This step assures the City of Austin that DTS has followed all of our stated quality control procedures outlined in this response and our Quality Assurance/Quality Control manual.

**Quality Assurance and Quality Control Process as well as Schedule and Budget Control**

The DTS team will provide a safe and cost-effective collection and extraction methodology that will save time and money with this project while meeting or exceeding client expectations on both time and budget.

DTS has several PMI-certified project management professionals that oversee and guide our project planning and execution. Our project management plan will adhere to the planning processes as defined by the Project Management Institute and as detailed in the Project Management Body of Knowledge, 4th Edition. The plan will encompass all phases of the project including planning and organizing, scheduling and controlling and coordinating.



## **Planning and Organizing**

Our first step in our project management approach is to develop the plan and indeed plan for a successful project execution. This starts with collecting the requirements and defining the project scope. From there we will develop a detailed work breakdown structure. Our management team will define the activities and sequence them in a logical and efficient fashion providing the highest value to the City. The result of this will be a schedule that is achievable. Moreover, the plan will include a human resource plan, communication plan and risk management plan.

## **Scheduling**

The schedule that is one of the outputs of the planning and organizational exercise is one of the most important documents for tracking, monitoring and controlling project performance.

It is comprised of the activity sequences, durations, resource requirements and constraints. Our proposed project manager and team of supporting personnel are particularly adept at managing scope to budget to ensure our clients receive the greatest value for the project. Strict schedule adherence is a cornerstone to any project. DTS will maintain a project management website that will serve as a centralized, online data repository for all project materials. The website will contain the scope of work, project schedule, personnel resources and all documents related to the status of the project. The progress of the data collection vehicle will be tracked and uploaded daily or weekly as a map and available on the project management website. This will also be updated on the master project schedule as the extraction and inspection progresses, so there will be no surprises in terms of schedule issues. This has proven to be a very useful tool for communicating information between team members, management and personnel.

## **Controlling and Coordinating**

During the execution phase of the project, planning updates and re-baselining are two important and on-going activities that are necessary to ensure a successful project.

Changes in activity durations (due to uncontrollable circumstances such as weather and mechanical failures), changes in resources, unanticipated risks, etc. can all influence the project's schedule. Our team will constantly monitor the project to identify these variances and work to develop the appropriate project management responses. These responses can include change requests that if approved can modify the project plan and require re-baselining. During this phase of the project our management team will:

- direct and manage project execution
- perform quality assurance
- manage the project team
- distribute Information
- coordinate and manage stakeholders
- control the project work
- perform integrated change control
- control scope, schedule and costs
- report performance
- manage risk



*The City of Austin  
Small & Minority Business Resources Department affirms that*

## **HVJ ASSOCIATES INC**

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

### **Minority-Owned Business Enterprise**

by the City of Austin.



Veronica Briseño Lara, Director  
Small & Minority Business Resources Department

VENDOR CODE: **HVJ2459750**

EXPIRATION DATE:

**02/14/2016**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.



**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	HVJ Associates, Inc.					
Physical Address	4201 Freidrich Lane, Ste.110 Austin, TX 78744-1045					
Is Firm located in the Corporate City Limits? (circle one)	Yes <input checked="" type="checkbox"/>			No		
In business at this location for past 5 yrs?	Yes <input checked="" type="checkbox"/>			No		
Location Type:	Headquarters	Yes	No <input checked="" type="checkbox"/>	Branch	Yes <input checked="" type="checkbox"/>	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**Section 0700: Reference Sheet**

Please include the following information if required in the solicitation:

Responding Company Name Data Transfer Solutions LLC.

1. Company's Name Bexar County, Texas  
 Name and Title of Contact Tony Vasquez, Drainage & Street Manager  
 Present Address 233 N. Pecos #420  
 City, State, Zip Code San Antonio, TX 78207  
 Telephone Number ( 210 ) 265-7079 Fax Number ( )  
 Email Address avasquez@bexar.org
  
2. Company's Name Jefferson County, Colorado  
 Name and Title of Contact Larry Benshoof, Road & Bridge Division Director  
 Present Address 21401 Golden Gate Canyon Rd.  
 City, State, Zip Code Golden, CO 80403  
 Telephone Number (303 ) 271-5200 Fax Number ( )  
 Email Address lbenshoo@jeffco.us
  
3. Company's Name City of Arlington, Texas  
 Name and Title of Contact Sue Berger, Asset Analyst  
 Present Address 100 W. Abram Street, 2nd Floor  
 City, State, Zip Code Arlington, TX 76011  
 Telephone Number ( 817 ) 459-6351 Fax Number ( )  
 Email Address sue.berger@arlingtontx.gov

4. Company's Name Rhode Island Department of Transportation

Name and Title of Contact Stephen Kut, Asset Information Systems

Present Address Two Capitol Hill, Room 330B

City, State, Zip Code Providence, RI 02903

Telephone Number ( 401 ) 222-6935 Fax Number ( 401 ) 222-4403

Email Address stephen.kut@dot.ri.gov

5. Company's Name The City of Brownsville, Texas

Name and Title of Contact Doroteo Garcia, Jr., EIT, CFM, RAS

Present Address 404 E. Washington Street

City, State, Zip Code Brownsville, TX 78520

Telephone Number ( 956 ) 541-1012 Fax Number ( )

Email Address doro@cob.us





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**CITY OF AUSTIN  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**I hereby certify that our firm conforms to the 2005 City of Austin Code;  
Chapter 5-4 as reiterated below:**

**Chapter 5-4: Discrimination in Employment by City Contractor.  
Section 5-4-2 Requirements Contractors:**

- B**
- (1) Not to engage in any discriminatory employment practice defined by this Chapter;**
  - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.**
  - (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this Chapter.**
  - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.**

- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which the union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practice is being carried out; and.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this Chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this 22 day of June, 2015

Company Name Data Transfer Solutions

Signature  Printed Name Allen Ibaugh AICP, GISP

Title Chief Executive Office

**Section 0835: Non-Resident Bidder Provisions**

Company Name Data Transfer Solutions, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non- Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
 (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Florida

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**INVITATION FOR BID BEST VALUE (IFB-BV)**  
**OFFER SHEET**

**SOLICITATION NO:** GLB0104

**DATE ISSUED:** May 25, 2015

**COMMODITY/SERVICE DESCRIPTION:** PAVEMENT DATA  
 COLLECTION FOR PAVEMENT MANAGEMENT  
 INFORMATION SYSTEM (PMIS)

**REQUISITION NO.:** RQM 15042000292

**COMMODITY CODE:** 96141

**PRE-BID CONFERENCE TIME AND DATE:** June 3, 2015 @  
 10:00 A.M.

**LOCATION:** 4411-A Meinardus Drive Austin, TX 78744

**Phone Conference Bridge:** 512-974-9300

**Participant Code = 710957**

**FOR CONTRACTUAL AND TECHNICAL  
 ISSUES CONTACT THE FOLLOWING  
 AUTHORIZED CONTACT PERSON:**

Georgia Billela  
Buyer II

**Phone:** (512) 974-2939

**E-Mail:** [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov)

**BID DUE PRIOR TO:** June 24, 2015 @ 2:00 P.M.

**BID OPENING TIME AND DATE:** June 24, 2015 @ 2:15 P.M.

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

Paige McDonald  
Senior Buyer

**Phone:** (512) 974-2076

**E-Mail:** [paige.mcdonald@austintexas.gov](mailto:paige.mcdonald@austintexas.gov)

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
 as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB0104	Purchasing Office-Response Enclosed for Solicitation # GLB0104
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 4 THUMB/FLASH DRIVE ELECTRONIC COPIES OF YOUR  
 RESPONSE**

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a non-responsive offer.



**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.



The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Data Transfer Solutions, LLC

Company Address: 3680 Avalon Park East Blvd., Suite 200

City, State, Zip: Orlando, Florida 32828

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Allen Ibaugh, AICP, GISP

Title: Chief Executive Officer

Signature of Officer or Authorized Representative: 

Date: 6/22/15

Email Address: aibaugh@dtsgis.com

Phone Number: 407.382.5222

**\* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: GBL0104

PROJECT NAME: Pavement Data Collection for Pavement Management Information System (PMIS)

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes   X   If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Data Transfer Solutions, LLC

Company Name

Allen Ibaugh, CEO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

6/22/15

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
*(Please duplicate as needed)*

SOLICITATION NUMBER: GBL0104

PROJECT NAME: Pavement Data Collection for Pavement Management Information System (PMIS)

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Data Transfer Solutions, LLC		
Address	3680 Avalon Park East Blvd., Suite 200		
City, State Zip	Orlando, Florida 32828		
Phone	407.382.5222	Fax Number	407.382.5420
Name of Contact Person	Allen Ibaugh		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Allen Ibaugh, CEO

Name and Title of Authorized Representative (Print or Type)



Signature

6/22/15

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>	HVJ Associates, Inc.		
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code: MB <input type="checkbox"/> NON-CERTIFIED	
Vendor ID Code	HVJ2459750		
Contact Person	Frank Carmichael, P.E.	Phone Number: 512. 447.9081	
Amount of Subcontract	\$ 1%-24%		
List commodity codes & description of services	84549 Pavement Testing and Data Collection Equipment Goods 84512 Falling Weight Deflectometer System Pavement Load Goods 20654 Geographic Information Systems (GIS) Goods		

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED	
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_





**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB-BV GLB0104**

Addendum No: **1**

Date of Addendum: **6/5/15**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions:**

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Does the firm have to be registered with the State of Texas to do business with the City?

(A) You do not have to be registered however ensure you fill out Section 0835 – Non-Resident Bidder Provisions

2. (Q) Do you also require the project manager to have Professional Engineer License in the State of Texas?

(A) A Licensed engineer in the State of Texas is not a requirement on the project.

3. (Q) Section 3.2 (Automated Distress Identification) of the Scope of Work requires that "The Contractor shall include automated crack recognition for extent and severity of Longitudinal, Transverse, Alligator, and Block cracking." Is it acceptable for the Contractor to collect front (right-of-way) and rear (pavement) digital images in the field and then rate the images in the office?

(A) The data is expected to be collected and processed in an automated manner in order to eliminate the subjectivity involved in manual rating of the images. Manual rating of images collected is only permissible as a cross check to verify the quality of the data collected and processed in an automated manner.

4. (Q) Are test miles a lane mile or a centerline mile?

(A) The test miles are the actual distance to be tested. These test miles are not the same as lane miles.



5. (Q) What is the difference between centerline miles, test miles and lane miles? Like the first year of 1850 test miles what is your thinking?

(A) Lane miles are the measure of area; it's a lane width by a mile long. Test miles are the distance down the street. For most streets you are testing one pass down the street. So the test miles are the same as the centerline miles in that case. But the wider streets as defined in the scope are streets of 48 feet wide or more, we are asking for two test passes which is two test miles. So for most of the work the centerline mile is the same as a test mile however on wider streets we are asking for two test miles, going up on one side and coming back on the other.

6. (Q) Do the lane miles include collector and arterial roadways? Can the City provide a breakdown on what type of roadways that makes up the 1,850 lane miles for the first year of collection? Are there local roads included, i.e. subdivisions, cul-de-sacs, etc.?

(A) The test miles indicated in the bid sheet include arterial, collector, and residential streets to be tested in a given half of the network. The percentage of streets by roadway classification for the entire network is provided below.

- Arterial – 16.4%
- Collector – 24.4%
- Residential – 59.2%

7. (Q) In regards to Pavement Data Collection Vehicle Certification, is there a specific certification you are looking for on those? There are entities that refer to certification differently.

(A) What we are looking for one of the 4 FHWA facilities out of the four different Regions available.

8. (Q) It was stated that once project was stated it was to be completed in three months. Does this mean the project is totally completed in three months or the data collected in three months then delivery of final submittal after?

(A) It is expected to have the data collected within three months and then the final submittal be completed the next month.

9. (Q) The test miles is lane miles and the first year it stated 1850 miles, this is amount of miles we would be collecting or is it double amount as if collecting in both directions?

(A) This is the actual collection test miles which would not exceed the 1850.

10. (Q) Do you have any GIS electronic miles you can provide before the bid closes?

(A) There will be no files provided to Contractor until after contract award.

11. (Q) Does the City's Living Wage provision include any requirements for employer-supplied health insurance for full-time or part-time employees assigned to the project, or is it just the minimum wage rate of \$11.39 per hour?

(A) There is no health insurance for full-time or part-time employees required with this contract.

12. (Q) The data collected shall be compiled and submitted to the City on DVD-R, USB flash drive, or external USB hard drive in a Windows compatible data storage media. What do you prefer?


(A) The USB flash drive is fine however it could be anyone of the listed.

II. The Section 0600 Bid Sheet is replace with Section 0600 Bid Sheet (Revised)

III. The sign in sheets from the Pre-proposal is included.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

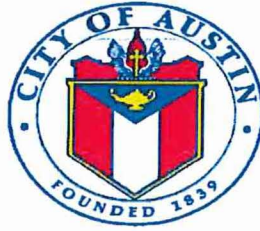


Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Data Transfer Solutions, LLC [Signature] 8/23/15  
SUPPLIER AUTHORIZED SIGNATURE DATE

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB-BV GLB0104**

Addendum No: **2**

Date of Addendum: **6/10/15**

---

This addendum is to incorporate the following changes to the above referenced solicitation:

**1. Questions:**

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Can the City share their anticipated budget for this project?

(A) Not at this time. We provided the annual estimated test miles on the bid sheet for reference. Please use that.

2. (Q) On pg. 5 of 6 on the bids scope document, under section 6. PDC SUBMISSION FORMAT, are these the total list of deliverables for the project?

(A) For the most part, the answer is yes, the geodatabase with the fields described in Section 6.0 is the primary deliverable:

3.4 DOCUMENTATION: The data collected shall be compiled by the vendor in a GIS format (described in 6.0).

5.10. INVENTORY PRODUCTS: The vendor shall submit the PDC interim quality control data, summary results, and reports for each month on DVD-R or USB flash drive in a Window's compatible format. Segment pavement condition data shall be stored in an ESRI ArcGIS 10.2 Personal Geodatabase. More granular or detailed condition data shall be stored in related tables within the geodatabase.

However, there may be a few other interim deliverables as described in the following:

4.5. AUDIT: The COA will audit PMIS sections for accuracy. ... Random samples of PMIS sections will be rated by the COA personnel ... and the results will be compared to the PDC team's data for accuracy and



compatibility. [this may require submittal of limited amount of interim data and documentation for audit during the data collection]

5.11. PDC PROBLEMS: If the PDC for any streets cannot be completed because of confusion of the PDC team about the PMIS section location or its limits, the vendor shall complete all possible PDC and notify the COA. The vendor shall identify all areas in question by written statement and detail-map drawings if necessary. [this may require submittal of written statement and maps of problem streets during the data collection]

3. (Q) Does the City have an existing LRS system?

(A) No, we do not currently use a Linear Referencing System (LRS). Our data is currently only stored as whole block segments from intersection to intersection with a limited number of mid-block nodes and median cross-overs as exceptions.

4. (Q) Is LRS data a deliverable?

(A) No, LRS data is not required. Distance measurements are expected to be used by the vendor for locational awareness, accuracy in data processing, and quality control purposes only.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

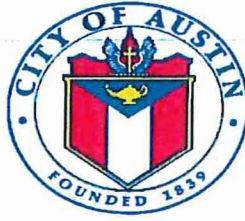
Date Transfer Solutions, LLC  
SUPPLIER

  
AUTHORIZED SIGNATURE

6/23/15  
DATE

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**





**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB-BV GLB0104**

Addendum No: **3**

Date of Addendum: **6/17/15**

---

This addendum is to incorporate the following changes to the above referenced solicitation:

**1. Questions:**


The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Would the City anticipate that the schedule for each successive year be similar to that, starting collection in October? Is the date of the start of collection negotiable after the first cycle if the vendor was prepared to start earlier in the year?

(A) The data collection is expected to be complete within three months from the date specified in the notice to proceed issued for the given fiscal year. As funds approved for a given fiscal year (October 01st through September 30th) cannot be spent prior to the start of the fiscal year, data collection cannot begin prior to October for the given fiscal year

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**APPROVED BY:**

  
Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939


**ACKNOWLEDGED BY:**



SUPPLIER



AUTHORIZED SIGNATURE

 6/23/15

DATE

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

**SOLICITATION NUMBER:** GBL0104

**PROJECT NAME:** Pavement Data Collection for Pavement Management Information System (PMIS)

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes   X   If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

**After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.**


I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Data Transfer Solutions, LLC

Company Name

Allen Ibaugh, CEO

Name and Title of Authorized Representative (Print or Type)



Signature

6/22/15

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER: GBL0104

PROJECT NAME: Pavement Data Collection for Pavement Management Information System (PMIS)

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Data Transfer Solutions, LLC		
Address	3680 Avalon Park East Blvd., Suite 200		
City, State Zip	Orlando, Florida 32828		
Phone	407.382.5222	Fax Number	407.382.5420
Name of Contact Person	Allen Ibaugh		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Allen Ibaugh, CEO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.

Sub-Contractor/Consultant	HVJ Associates, Inc.		
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code: MB <input type="checkbox"/> NON-CERTIFIED	
Vendor ID Code	HVJ2459750		
Contact Person	Frank Carmichael, P.E.	Phone Number: 512. 447.9081	
Amount of Subcontract	\$ 1%-24%		
List commodity codes & description of services	84549 Pavement Testing and Data Collection Equipment Goods 84512 Falling Weight Deflectometer System Pavement Load Goods 20654 Geographic Information Systems (GIS) Goods		

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED	
Vendor ID Code			
Contact Person			
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

Director/Deputy Director

Date



*The City of Austin  
Small & Minority Business Resources Department affirms that*

## **HVJ ASSOCIATES INC**

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

### **Minority-Owned Business Enterprise**

by the City of Austin.



A handwritten signature in black ink, appearing to read "Veronica Briseño Lara".

Veronica Briseño Lara, Director  
Small & Minority Business Resources Department

VENDOR CODE: **HVJ2459750**

**EXPIRATION DATE:**

**02/14/2016**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.





## South Central Texas Regional Certification Agency

Your unified certification source  
[www.sctrca.org](http://www.sctrca.org)

January 30, 2014

Allen Ibaugh  
Data Transfer Solutions, LLC  
3680 Avalon Park Blvd. E., Ste. 200  
Orlando, FL 32828

Dear Allen Ibaugh:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AAV/DI) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

**\*Small Business Enterprise (SBE)**

Certification Number: **214015163**  
Certification Renewal: **January 31, 2016**  
Certification Expiration: **January 31, 2016**

Providing the following products or services:  
NAICS-541511: COMPUTER PROGRAMMING SERVICES, CUSTOM  
NAICS-541511: CUSTOM COMPUTER PROGRAMMING SERVICES  
NAICS-541511: PROGRAMMING SERVICES, CUSTOM COMPUTER

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is January 31, 2016.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Blaine R. Mitchell  
Executive Director

## South Central Texas Regional Certification Agency Member Entity Contact Information

**Please note:**

Certification is just one step of many to becoming a vendor to the below listed agencies.

**Instructions:** Please contact each entity below or register on their website to gather information about becoming one of their listed vendors. Each entity will have a different process or requirement, so we advise making multiple copies of your certificate document for easy submittal to each. Good luck and should you need assistance along the way, please feel free to contact the SCTRCA at 210-227-4722.

Revised October 23, 2013

<u>Member Entity</u>	<u>Department</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Website</u>
Alamo Colleges	SWMBE Coordinator	Charles Johnson	210-485-0127	<a href="http://www.accd.edu">www.accd.edu</a>
Brooks Development Authority	Contracts Officer	Lucynda Massey	<a href="mailto:Lucynda.Massey@brookscity-base.com">Lucynda.Massey@brookscity-base.com</a>	
City of San Antonio	Economic Development	Alejandra Lopez	210-207-3900	<a href="http://www.sanantonio.gov">www.sanantonio.gov</a>
Edwards Aquifer Authority	Purchasing	Susan Rodriguez	210-477-5149	<a href="http://www.edwardsaquifer.org">www.edwardsaquifer.org</a>
Port Authority of San Antonio	Contracting Manager	Wyndie Tanner-Applewhite	210-362-7849	<a href="http://www.portsanantonio.us">www.portsanantonio.us</a> <a href="mailto:wyndie.applewhite@portsanantonio.us">wyndie.applewhite@portsanantonio.us</a>
San Antonio Housing Authority	Procurement & Contract Admin	Patti Earnest	210-477-6166	<a href="http://www.saha.org">www.saha.org</a>
San Antonio Independent School District	Contract Administrator	Andrea C. Tena	210-224-2781	<a href="http://www.saisd.net">www.saisd.net</a>
San Antonio International Airport	DBE Program Liaison Officer	Lisa Brice	210-207-3450	<a href="http://www.sanantonio.gov/aviation">www.sanantonio.gov/aviation</a>
San Antonio River Authority	Purchasing Coordinator	Marie Hulsey	210-302-3603	<a href="http://www.sara-tx.org">www.sara-tx.org</a>
San Antonio Water System	SWMBE Program Manager	Marisol V. Robles	210-233-3420	<a href="http://www.saws.org">www.saws.org</a>
University Health System	Supplier Diversity	Irene Maldonado	210-358-9114	<a href="http://www.universityhealthsystem.com">www.universityhealthsystem.com</a>
VIA Metropolitan	Economic Opportunity	Eddie Cruz	210-362-2077	<a href="http://www.viainfo.net">www.viainfo.net</a>
<u>Corporate Sponsors</u>	<u>Department</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Website</u>
AT & T Center	Purchasing	Joe Donnelly	210-444-5121	<a href="http://www.attcenter.com">www.attcenter.com</a>
H-E-B	Supplier Diversity	Wayne Terry	210-938-8378	<a href="http://www.heb.com">www.heb.com</a>
SpawGlass	Supplier Diversity	Linda Blount	210-651-9000	<a href="http://www.spawglass.com">www.spawglass.com</a>
Sams Contracting Consulting & Training	Owner/Senior Consultant	Aaron C. Sams	210-245-1034	<a href="http://www.samsctt.com">www.samsctt.com</a>
Zachry Construction Corporation	Supplier Diversity	Rita Philip	210-871-2700	<a href="http://www.zachrycorp.com">www.zachrycorp.com</a>

Member Entity	*	AABE	DIBE	**MBE	ESBE/SBE	VBE	WBE	ACDBE	DBE	HUB
Alamo Colleges		X	X	X	X	X	X		X	X
Brooks Development Authority		X		X	X		X		X	
City of San Antonio		X		X	X		X		X	
Edwards Aquifer Authority				X			X			
Port Authority of San Antonio		X		X	X		X	X	X	
San Antonio Housing Authority				X	X		X			
San Antonio ISD	X									
San Antonio International Airport		X		X	X		X	X	X	
San Antonio River Authority	X									
San Antonio Water System		X		X	X		X			X
University Health System		X	X	X	X	X	X		X	X
VIA Metropolitan Transit								X	X	
<b>Corporate Sponsors</b>										
AT & T Center		X		X	X		X			
H-E-B	X									
Spaw Glass		X	X	X	X	X	X			
Zachry Construction Corporation		X	X	X	X	X	X		X	X

\* No SMWBE Program, however, will accept all certifications

\*\* Minority Business Enterprise (MBE) – includes Asian Business Enterprise (ABE), Hispanic Business Enterprise (HABE) and Native American Business Enterprise (NABE).

## Now That You Are Certified!!!!!!!!!!!!!!

- Don't Forget To Register Your Business, follow our links at <http://www.sctrca.org/memberslist.asp>
- For HUB, Register at <http://www.window.state.tx.us/procurement/registration/> to be placed on the Texas Centralized Master Bidders List (CMBL)
- Develop Marketing Materials to pass out at contracting opportunity events

**Sams Contracting Consulting & Training** - "Consulting firm specializing in offering expert contracting support to include Obtaining Certifications, GSA Schedules, Proposal Writing, Business Plan Development, Acquiring Financing and New Business Start Up Guidance."



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID BEST VALUE (IFB-BV)**  
**OFFER SHEET**

**SOLICITATION NO:** GLB0104

**DATE ISSUED:** May 25, 2015

**REQUISITION NO.:** RQM 15042000292

**COMMODITY CODE:** 96141

**COMMODITY/SERVICE DESCRIPTION:** PAVEMENT DATA  
COLLECTION FOR PAVEMENT MANAGEMENT  
INFORMATION SYSTEM (PMIS)

**PRE-BID CONFERENCE TIME AND DATE:** June 3, 2015 @  
10:00 A.M.

**LOCATION:** 4411-A Meinardus Drive Austin, TX 78744

**Phone Conference Bridge:** 512-974-9300

**Participant Code = 710957**

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Georgia Billela  
Buyer II

**Phone:** (512) 974-2939

**E-Mail:** [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov)

**BID DUE PRIOR TO:** June 24, 2015 @ 2:00 P.M.

**BID OPENING TIME AND DATE:** June 24, 2015 @ 2:15 P.M.

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

Paige McDonald  
Senior Buyer

**Phone:** (512) 974-2076

**E-Mail:** [paige.mcdonald@austintexas.gov](mailto:paige.mcdonald@austintexas.gov)

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB0104	Purchasing Office-Response Enclosed for Solicitation # GLB0104
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.**

**SUBMIT 1 ORIGINAL AND 4 THUMB/FLASH DRIVE ELECTRONIC COPIES OF YOUR  
RESPONSE**

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a non-responsive offer.



**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.



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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event



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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).**

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.



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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".



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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov) no later than close of business five business days before the bid due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- THIS IS A 12 MONTH CONTRACT**
- FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD**
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Public Works Street & Bridge Operations
Attn:	Accounts Payable
Address	4411-A Meinardus Dr.
City, State Zip Code	Austin, TX 78744

- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **SAMPLES – EXACT REPLICA:**

- A. If requested, the Offeror shall submit an exact replica of the reports to be provided per scope of work. This sample shall be provided within 3 working days after request by the City.
- B. All reports provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- C. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

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- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**8. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.



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- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CMU1010000500000D	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: All Civilian Total compensation for Production, transportation, and material moving occupations; Cost per hour worked	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Brenda Jimenez/Lisa Escobedo

512-974-7955 / 512-974-8758

[Brenda.jimenez@austintexas.gov](mailto:Brenda.jimenez@austintexas.gov)

[Lisa.escobedo@austintexas.gov](mailto:Lisa.escobedo@austintexas.gov)

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**Section 0700: Reference Sheet**

Please include the following information if required in the solicitation:

Responding Company Name \_\_\_\_\_

1. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

2. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

4. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

5. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_



**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING DEPARTMENT  
SOLICAITION IFB-BV GLB0104  
PAVEMENT DATA COLLECTION  
FOR PAVEMENT MANAGEMENT INFORMATION SYSTEM (PMIS)**

**1. SCOPE:**

This scope of work describes Pavement Data Collection (PDC) services on City of Austin ("City") maintained roads located in the City. Cracking distresses, ride quality measurements, and digital images shall be collected. Data collection shall be performed in four cycles, with the data being collected on approximately half of the City's roadway network each year. PDC in each year shall include 50% of the network, either the north or the south portion of the network. It is important to note that the north part of the network is larger than the south part and the data collection in any year will generally involve only one part of the City, i.e. either the complete north portion, or the complete south portion.

The data collection shall be performed under pavement conditions appropriate for data collection equipment on various types of terrain and levels of traffic congestion. A limited number of additional test miles outside the designated half of the City may be added in any year for new streets and recently annexed assets and are included in the quantities listed in the 0600 Bid Sheet. The data will be loaded by City employees into the City's Pavement Management Information System (PMIS).

**2. BACKGROUND:**

In 1993, the City had an initial PDC survey collected on 100% of the streets. In 1997, a re-survey of the arterial streets was done and data on approximately 20% of street network collected. In 2000, a re-survey of 100% of the City streets was completed followed by two, 3-year survey contracts of 50% of the City streets each year from 2000 to 2002 and again from 2003 to 2005. The latest data collection contract entailed collection on 100% of the City's network in 2010 and 50% of the network in years 2012 and 2013. This data is used in planning the maintenance work on the city streets.

**3. DESCRIPTION OF WORK:**

The Contractor shall perform PDC on a street block (defined as intersection to intersection) basis for all City-owned streets in the full-purpose jurisdiction area. The City will provide the list of sections upon award of the contract. The Contractor shall provide as many certified data collection teams as necessary to complete the projects in the time allotted. The basic work plan for the pavement data collection shall be as follows:

3.1 **PREPARATION:** The City will provide a "Section List Database" and Geographic Information Systems (GIS) shape file (or geodatabase if requested by the Contractor) in ESRI ArcGIS software format that identifies every PMIS section to be rated. The 100% section list file will contain approximately 25,600 street segments. All sections are uniquely identified by a SEGMENT\_ID and include a STREET name, FROM street limit, TO street limit, section CLASSIFICATION, PAVEMENT TYPE, LENGTH, and WIDTH. These section locations shall be reported exactly as they appear to ensure the collected data is stored properly.

3.2 **AUTOMATED DISTRESS IDENTIFICATION:** The Contractor shall collect surface distress cracking data on one lane of each roadbed in the section list file. Single roadbeds that are either wider than 4 lanes or are a minimum of 48' curb to curb shall be treated as two (2) test miles with two data collection passes - one on each side. Additional passes may be specified for roadbeds wider than 4 lanes or 48' curb to curb. The lane(s) selected shall be representative of the general condition of the entire street to the degree possible. The Contractor shall include automated crack recognition for extent and severity of Longitudinal, Transverse, Alligator, and Block cracking.

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The Contractor's data collection van shall meet or exceed the requirements stated in ASTM 1656-06 for Classification of the Automated Pavement Condition Survey Equipment as follows: Longitudinal Profile - L223 and Crack Detection - C3232. The Contractor shall only gather automated data on days when surface conditions are appropriate for adequate images to be captured and proper crack recognition by the software. Visible wetness of the pavement surface due to rain has been identified as a cause of errors with automated visual crack detection systems. Distress data is expected in the Long Term Pavement Performance (LTPP) Distress Rating format for distress, extent, and severity definitions. The Contractor shall record comments on a section by section basis on any issue that may have affected the validity of the results and submit to the City. The Contractor shall complete data quality control checks and summarize required data in the database and GIS formats specified as listed in 5.12.

- 3.3 **RIDE QUALITY MEASUREMENT:** The Contractor shall collect ride quality data by profiling one lane of each roadbed in the section list file. Single roadbeds either wider than 4 lanes or a minimum of 48' curb to curb shall be treated as two (2) test miles with two data collection passes - one on each side. The lane(s) selected shall be representative of the general condition of the entire street to the degree possible. The data collection van shall meet the requirements of a Class 1 device per the ASTM E950-98 specification for inertial profiling devices. The data collection file shall include the driver's name, date, segment\_id, street name, location, direction (with or against increasing address), ride measurement, and any comments/notes. Comments shall include notations of items that severely affect surface roughness such as speed humps/bumps, rough utility castings, bus pads, bridges, valley gutters, railroad crossings, or profiling issues such as unavoidable stops or inadequate distance to get up to speed for accurate profiles. Profile data is expected to be summarized by IRI (International Roughness Index) and RN (Ride Number) in 50ft sections and at full street segments as per the ASTM 1926-08 and ASTM 1489-08 standards. No rutting data (transverse profiles) is required or expected in this contract. **The Contractor shall complete data quality control checks before the data is submitted to the City of Austin.**
- 3.4 **DOCUMENTATION:** The data collected shall be compiled by the Contractor in a GIS format (described in 6.0) and submitted to the City on DVD-R, USB flash drive, or external USB hard drive in a Windows compatible data storage media per item 4.5. The Contractor shall scan data to ensure it is free of computer viruses. The City will check data for quality and storage in the PMIS database.
- 3.5 **PROBLEMS:** Contractor shall submit all situations concerning the location or construction of a roadway to the City's designated Pavement Management personnel. The City will forward answers to the Contractor on how to complete the data collection. Other problems that delay or disrupt the data collection are addressed in Part II - General Conditions of this specification.
- 3.6 **SCHEDULE:** The survey of each half of the City's network is expected to be complete in no more than three months from the date specified in the Notice to Proceed. PDC of half of the network in successive years, if approved, is expected to be complete in no more than three months from the date specified in the Notice to Proceed. Monthly progress meetings will be held to ensure clear expectations, understanding of the project requirements and deliverables, and to facilitate open communication.

**4. CITY RESPONSIBILITIES:**

To allow the Contractor to complete the PDC according to the City specifications, the City will take the following actions:

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- 4.1. **CERTIFICATION:** The City does not have a PMIS or device CERTIFICATION process; however, references to the FHWA device certifications under Contractor requirements Section 5.8 are applicable.
- 4.2. **PMIS SECTION LIST FILE:** The City will provide an electronic file that lists the City's PMIS Sections to the Contractor. This file, as shown in the sample will show the section SEGMENT\_ID, street name, beginning and ending street limits, section length, width, street classification, Mapso page/grid, and pavement type.
- 4.3. **STREET MAPS:** The City will provide street map data in ArcGIS 10.0 ESRI personal geodatabase GIS format on DVD-ROM. Data will include the City standard GIS datum and projection information.
- 4.4. **AUDIT:** The City will audit PMIS sections for accuracy. At its discretion, the City personnel will periodically accompany the Contractor's PDC rating team during data collection to evaluate the Contractor's equipment, procedures, and personnel. Random samples of PMIS sections will be rated by City personnel (percentage of total roadbed miles sampled will be determined by the City) and the results will be compared to the Contractor's data for accuracy and compatibility. If complete agreement is achieved then the City will authorize the Contractor to proceed with the remaining survey. If full agreement cannot be reached, the Contractor shall re-submit the data at no expense to the City. If full agreement cannot be achieved on the second iteration the City shall terminate the survey and reject the submitted data at no cost to the City.
- 4.5. **REVIEW:** Upon receipt of the required submittal from the Contractor for each batch of data submitted, the City will review the reports for completeness, accuracy, and compatibility. Within 20 working days from receipt, the City will return the submittal to the Contractor to make corrections or notify the Contractor of acceptance.
- 4.6. **APPROVAL:** The City will approve the completion of the PDC for each batch of data submitted and the completion of the PDC for the assigned portion of network. City approval of the submittals will constitute approval of the PDC of that batch of data collection; however, a written statement from the City will constitute the approval of the entire assigned portion of network PDC.
- 4.7. **MANUAL(S):** The data collection will be in accordance with the guidelines outlined in the LTPP Distress Identification Manual for determining definition, extent, and severity of visual distresses.

**5. CONTRACTOR REQUIREMENTS:**

The Contractor shall provide all personnel required to perform, compile and submit PDC data, consult with the City, and fulfill all other requirements established for the Contractor. The City reserves the right to approve all personnel used by the Contractor based on the following conditions:

- 5.1. **PROJECT MANAGER:** The Contractor shall designate, in writing, a Project Manager employed by the Contractor for PDC services. The Project Manager shall be available to oversee the project, authorized to receive orders, act on behalf of the Contractor, and be responsible for the PDC teams. In the event that the Project Manager is not performing the duties as outlined, the City may suspend work until a replacement is designated by the City.
- 5.2. **PDC TEAMS:** The Contractor shall provide and equip as many PDC teams as required to complete the PDC in the time allotted. Each team shall consist of a minimum of two raters, a team leader and an assistant.
- 5.3. **TEAM LEADER:** The team leader shall have a minimum of one year of experience in PDC, and a minimum of one year of experience supervising a PDC team.

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- 5.4. **ASSISTANT:** The assistant shall have prior experience driving the type of vehicle to be used in the PDC.
- 5.5. **TEAM MEMBERS:** All team members shall have prior experience in PDC.
- 5.6. **COMMUNICATION:** The Contractor shall establish and maintain phone and/or e-mail communication with the City for the duration of the PDC service. The Contractor shall schedule a kick-off meeting prior to beginning work, as directed by the City. Communication details shall be established at the kick-off meeting.
- 5.7. **PDC VEHICLE:** The Contractor shall provide each PDC team with a vehicle equipped to perform the PDC and be responsible for its registration, insurance, fuel, maintenance, and repairs.
- 5.8. **PDC EQUIPMENT:** The Contractor shall equip each PDC vehicle to meet the ASTM E950-98 Class I specification. Vehicle shall include an accurate Distance Measuring Instrument (DMI), Global Positioning System (GPS) adequate to provide post-processed sub-meter accuracy, and any other hardware and software necessary to perform the PDC. The Contractor shall submit with their bid, and as requested by the City, proof of the device's certification by the last test track calibration i.e. FHWA / College Station. The certification must be within the last one-year period.
- 5.9. **PDC PROCEDURES:** Using a City map and the 'Section List Files', the PDC team shall collect the data in a neat and organized format. The data shall be entered into a computerized GIS database file on a regular basis and checked for quality control/quality assurance.
- 5.10. **INVENTORY PRODUCTS:** The Contractor shall submit the PDC interim quality control data, summary results, and reports for each month on DVD-R or USB flash drive in a Window's compatible format. Segment pavement condition data shall be stored in an ESRI ArcGIS 10.2 Personal Geodatabase. More granular or detailed condition data shall be stored in related tables within the geodatabase. Written documents shall be in MS Word or Adobe PDF and static maps in Adobe PDF with layers. The final deliverable for each year's data will include all of the collected data for the year, and will be submitted on a CD-ROM or DVD-ROM in a Window's compatible format.
- 5.11. **PDC PROBLEMS:** If the PDC for any streets cannot be completed for any reason, the Contractor shall complete all possible PDC and notify the City. The Contractor shall identify all areas in question by written statement and detail-map drawings if necessary. At the City's discretion, the statement shall be mailed, faxed, hand delivered, or picked up by a City representative to resolve the problem.
- 5.12. **SUBMISSION OF PRODUCTS:** At the completion of the PDC for each month, the Contractor shall submit the data files to the City for review and approval. This may be done by regular mail, overnight carrier, or hand delivered to the City. If returned by the City after review, the Contractor shall make all necessary corrections within ten working days or as directed by the City. This shall include the re-collection data for any roads with re-submittals approved by the City.
- 5.13. **WORK LOCATION:** The Pavement Data Collection (PDC) shall be performed for all City owned streets in the "Section List File" (100% of City network), unless the street is under construction or obstructed by major construction activities. Any consultations, meetings, or cooperative work with the City personnel shall be the City Street and Bridge Division Administrative Offices located at 4411-A Meinardus Drive or at an office designated by the CITY. A few meetings may be held on site as necessary for clarifications or quality control purposes.



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- 5.14 **WORK HOURS:** The Pavement Data Collection (PDC) shall be performed during the daylight hours from one half-hour after sunrise to one half-hour before sunset, and when the pavement condition is dry. The Contractor shall be responsible for overtime and holiday charges and normal salary expenses for the employees. Status meetings, data submittal, and any other meeting between the Contractor and the City shall be held during normal business hours (8:00 am to 5:00 pm, M-F) at the City Street and Bridge Division office or at an office designated by the City.

**6. PDC SUBMISSION FORMAT:**

The Contractor shall produce ESRI ArcGIS 10.0 Personal Geodatabase files for each month, documenting the PDC in that month. The data file shall be delivered in a format based on the original street data delivered to the Contractor:

SEGMENT\_ID, type = NUMERIC, width = 11, decimals = 0, description = GIS IDENTIFICATION NUMBER (provided by the City)

ATB\_STREET, type = CHARACTER, width = 32, description = ATTRIBUTE STREET NAME (provided by the City).

ATB\_FROM, type = CHARACTER, width = 32, description = ATTRIBUTE FROM LIMIT STREET NAME (provided by the City).

ATB\_TO, type = CHARACTER, width = 32, description = ATTRIBUTE TO LIMIT STREET NAME (provided by the City).

CLASS, type = CHARACTER, width = 3, description = STREET CLASSIFICATION (ART=Arterial; COL=Collector; RES=Residential; provided by the City).

DIVIDED, type = CHARACTER, width = 1, description = DIVIDED STREET WITH TWO ROADBEDS SEPARATED BY A MEDIAN (Y=Yes; N=No; provided by the City).

ONEWAY, type = CHARACTER, width = 1, description = ONE WAY STREET (Y=Yes; N=No; provided by the City).

MAPSCO, type = CHARACTER, width = 4, description = MAPSCO PAGE NUMBER AND GRID LETTER i.e. "582R" (provided by the City).

RIDE\_DIR, type = CHARACTER, width = 1, description = RIDE DIRECTION OF DATA COLLECTION. W = With increasing addresses; A = Against increasing addresses.

IRI\_AVG, type = Numeric, width = 5, decimals = 1, description = AVERAGE INTERNATIONAL ROUGHNESS INDEX (IRI).

IRI\_STD, type = Numeric, width = 5, decimals = 1, description = STANDARD DEVIATION OF INTERNATIONAL ROUGHNESS INDEX (IRI).

RN, type = Numeric, width = 4, decimals = 2, description = RIDE NUMBER (RN).

LONGCR\_LOW, type = NUMBER, width = 10, decimals = 0, description = LONGITUDINAL CRACKING AMOUNT – LOW SEVERITY (LINEAR FEET).

LONGCR\_MOD, type = NUMBER, width = 10, decimals = 0, description = LONGITUDINAL CRACKING AMOUNT – MODERATE SEVERITY (LINEAR FEET).

LONGCR\_HI, type = NUMBER, width = 10, decimals = 0, description = LONGITUDINAL CRACKING AMOUNT – HIGH SEVERITY (LINEAR FEET).

TRANCR\_LOW, type = NUMBER, width = 10, decimals = 0, description = TRANSVERSE CRACKING AMOUNT – LOW SEVERITY (LINEAR FEET).

TRANCR\_MOD, type = NUMBER, width = 10, decimals = 0, description = TRANSVERSE CRACKING AMOUNT – MODERATE SEVERITY (LINEAR FEET).

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TRANCR\_HI, type = NUMBER, width = 10, decimals = 0, description = TRANSVERSE CRACKING AMOUNT – HIGH SEVERITY (LINEAR FEET).

ALLGCR\_LOW, type = NUMBER, width = 10, decimals = 0, description = ALLIGATOR CRACKING AMOUNT – LOW SEVERITY (SQUARE FEET).

ALLGCR\_MOD, type = NUMBER, width = 10, decimals = 0, description = ALLIGATOR CRACKING AMOUNT – MODERATE SEVERITY (SQUARE FEET).

ALLGCR\_HI, type = NUMBER, width = 10, decimals = 0, description = ALLIGATOR CRACKING AMOUNT – HIGH SEVERITY (SQUARE FEET).

BLCKCR\_LOW, type = NUMBER, width = 10, decimals = 0, description = BLOCK CRACKING AMOUNT – LOW SEVERITY (SQUARE FEET).

BLCKCR\_MOD, type = NUMBER, width = 10, decimals = 0, description = BLOCK CRACKING AMOUNT – MODERATE SEVERITY (SQUARE FEET).

BLCKCR\_HI, type = NUMBER, width = 10, decimals = 0, description = BLOCK CRACKING AMOUNT – HIGH SEVERITY (SQUARE FEET).

COMMENTS, type = CHARACTER, width = 50, description = COMMENTS. If street is under construction or obstructed by a major construction project such that data cannot be collected, COMMENTS shall note "Under Construction".

COLL\_DATE, type= DATE/TIME, description = COLLECTION DATE

OPERA1, type = TEXT, width = 8, description = OPERATOR1 NAME

OPERA2, type = TEXT, width = 8, description = OPERATOR2 NAME

**7. SAFETY PROCEDURES:**

All PDC personnel shall wear hard hats, reflective safety vests, and safety shoes at all times when they are outside the vehicle on the roadway. The PDC vehicle shall be equipped with a flashing yellow light (mounted on top or inside the vehicle) to be operating during the PDC.

CITY OF AUSTIN PURCHASING OFFICE BID SHEET FOR Pavement Data Collection Invitation for Bid -Best Value (IFB-BV) GLB0104 (Revise)					
DATE: May 25, 2015					
BUYER: Georgia Billela					
Copies of Bid: Vendor must submit 5 copies of its signed bid - one original and 4 Flash/Thumb Electronic copies					
Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. Bidder shall include all their firm fixed price bid all miscellaneous costs to be incurred.					
1.0: EVALUATION CRITERIA FOR COST (51 POINTS) Points will be awarded on a pro-rated basis among all bidders. The bidder offering the lowest cost will receive the most points.					
***** THE QUANTITIES REQUESTED ARE ESTIMATED YEARLY QUANTITIES *****					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED YEARLY QUANTITIES	UNIT	UNIT PRICE	EXTENDED PRICE
1	Data Collection 2016 (ride and visual data) as per attached specification	1,850	Test Miles		
2	Data Collection 2017 (ride and visual data) as per attached specification	1,750	Test Miles		
3	Data Collection 2018 (ride and visual data) as per attached specification	1,850	Test Miles		
4	Data Collection 2019 (ride and visual data) as per attached specification	1,750	Test Miles		
TOTAL BID					
2.0: EVALUATION CRITERIA FOR COMPANY AND CERTIFICATIONS, EDUCATION, AND EXPERIENCE (25 POINT) The below items can be demonstrated with resumes of the owner and staff, with supporting documentation of certifications, association memberships, and a summary of company history and links to web pages, if available. A short narrative and summary of the firm's experience in similar data collection contracts was expected.  Required Submittals: 1) Pavement Data Collection Vehicle Certification for calibration at an FHWA facility, within the last year. 2) Statement that equipment and processes that will be used will meet all of the applicable requirements from ASTM-E950-98 for roadway profiling devices and ASTM-1656-06 for Classification of the Automated Pavement Condition Survey Equipment for Longitudinal Profile - L223 and Crack Detection - C3232. 3) Information about the automated distress recognition software and the quality control/validation process that will be used. 4) Resumes of project staff: Project Manager, Data Collection Team Leader, Data Collection Team Members, Assistant (driver). 5) Short narrative and summary of the firm's experience with similar data collection contracts.					
3.0: EVALUATION CRITERIA FOR EQUIPMENT AND SOFTWARE (14 POINTS) Roadway Profiling Equipment: Per Specification Automated Pavement Condition Survey Equipment Automated Distress Recognition Software GIS					
4.0: EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS) The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Bidder or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Bidder's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Bidder's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.					
Team's Local Business Presence			Points Awarded		
Local business presence of 90 - 100%			10		
Local business presence of 75 - 89%			8		
Local business presence of 50 - 74%			6		
Local business presence of 25 - 49%			4		
Local business presence of 1 - 24%			2		
4.1 Specify if and by which definition the Bidder has a local business presence, and provide the address.					
Our Local Presence is a Headquarter, and the address is:					
Our Local Presence is a Branch Office, and the address is:					
Company					
Point of Contact					
Phone Number of POC			Email of POC		



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB-BV GLB0104**

Addendum No: **1**

Date of Addendum: **6/5/15**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions:**

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Does the firm have to be registered with the State of Texas to do business with the City?

(A) You do not have to be registered however ensure you fill out Section 0835 – Non-Resident Bidder Provisions

2. (Q) Do you also require the project manager to have Professional Engineer License in the State of Texas?

(A) A Licensed engineer in the State of Texas is not a requirement on the project.

3. (Q) Section 3.2 (Automated Distress Identification) of the Scope of Work requires that "The Contractor shall include automated crack recognition for extent and severity of Longitudinal, Transverse, Alligator, and Block cracking." Is it acceptable for the Contractor to collect front (right-of-way) and rear (pavement) digital images in the field and then rate the images in the office?

(A) The data is expected to be collected and processed in an automated manner in order to eliminate the subjectivity involved in manual rating of the images. Manual rating of images collected is only permissible as a cross check to verify the quality of the data collected and processed in an automated manner.

4. (Q) Are test miles a lane mile or a centerline mile?

(A) The test miles are the actual distance to be tested. These test miles are not the same as lane miles.

5. (Q) What is the difference between centerline miles, test miles and lane miles? Like the first year of 1850 test miles what is your thinking?

(A) Lane miles are the measure of area; it's a lane width by a mile long. Test miles are the distance down the street. For most streets you are testing one pass down the street. So the test miles are the same as the centerline miles in that case. But the wider streets as defined in the scope are streets of 48 feet wide or more, we are asking for two test passes which is two test miles. So for most of the work the centerline mile is the same as a test mile however on wider streets we are asking for two test miles, going up on one side and coming back on the other.

6. (Q) Do the lane miles include collector and arterial roadways? Can the City provide a breakdown on what type of roadways that makes up the 1,850 lane miles for the first year of collection? Are there local roads included, i.e. subdivisions, cul-de-sacs, etc.?

(A) The test miles indicated in the bid sheet include arterial, collector, and residential streets to be tested in a given half of the network. The percentage of streets by roadway classification for the entire network is provided below.

- Arterial – 16.4%
- Collector – 24.4%
- Residential – 59.2%

7. (Q) In regards to Pavement Data Collection Vehicle Certification, is there a specific certification you are looking for on those? There are entities that refer to certification differently.

(A) What we are looking for one of the 4 FHWA facilities out of the four different Regions available.

8. (Q) It was stated that once project was stated it was to be completed in three months. Does this mean the project is totally completed in three months or the data collected in three months then delivery of final submittal after?

(A) It is expected to have the data collected within three months and then the final submittal be completed the next month.

9. (Q) The test miles is lane miles and the first year it stated 1850 miles, this is amount of miles we would be collecting or is it double amount as if collecting in both directions?

(A) This is the actual collection test miles which would not exceed the 1850.

10. (Q) Do you have any GIS electronic miles you can provide before the bid closes?

(A) There will be no files provided to Contractor until after contract award.



11. (Q) Does the City's Living Wage provision include any requirements for employer-supplied health insurance for full-time or part-time employees assigned to the project, or is it just the minimum wage rate of \$11.39 per hour?

(A) There is no health insurance for full-time or part-time employees required with this contract.

12. (Q) The data collected shall be compiled and submitted to the City on DVD-R, USB flash drive, or external USB hard drive in a Windows compatible data storage media. What do you prefer?

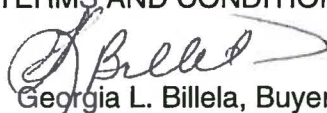
(A) The USB flash drive is fine however it could be anyone of the listed.

II. The Section 0600 Bid Sheet is replace with Section 0600 Bid Sheet (Revised)

III. The sign in sheets from the Pre-proposal is included.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

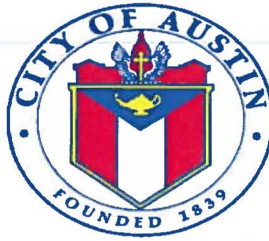


Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

_____	_____	_____
SUPPLIER	AUTHORIZED SIGNATURE	DATE

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB-BV GLB0104**

Addendum No: **2**

Date of Addendum: **6/10/15**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**1. Questions:**

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Can the City share their anticipated budget for this project?

(A) Not at this time. We provided the annual estimated test miles on the bid sheet for reference. Please use that.

2. (Q) On pg. 5 of 6 on the bids scope document, under section 6. PDC SUBMISSION FORMAT, are these the total list of deliverables for the project?

(A) For the most part, the answer is yes, the geodatabase with the fields described in Section 6.0 is the primary deliverable:

3.4 DOCUMENTATION: The data collected shall be compiled by the vendor in a GIS format (described in 6.0).

5.10. INVENTORY PRODUCTS: The vendor shall submit the PDC interim quality control data, summary results, and reports for each month on DVD-R or USB flash drive in a Window's compatible format. Segment pavement condition data shall be stored in an ESRI ArcGIS 10.2 Personal Geodatabase. More granular or detailed condition data shall be stored in related tables within the geodatabase.

However, there may be a few other interim deliverables as described in the following:

4.5. AUDIT: The COA will audit PMIS sections for accuracy. ... Random samples of PMIS sections will be rated by the COA personnel ... and the results will be compared to the PDC team's data for accuracy and

compatibility. [this may require submittal of limited amount of interim data and documentation for audit during the data collection]

5.11. PDC PROBLEMS: If the PDC for any streets cannot be completed because of confusion of the PDC team about the PMIS section location or its limits, the vendor shall complete all possible PDC and notify the COA. The vendor shall identify all areas in question by written statement and detail-map drawings if necessary. [this may require submittal of written statement and maps of problem streets during the data collection]

3. (Q) Does the City have an existing LRS system?


(A) No, we do not currently use a Linear Referencing System (LRS). Our data is currently only stored as whole block segments from intersection to intersection with a limited number of mid-block nodes and median cross-overs as exceptions.

4. (Q) Is LRS data a deliverable?

(A) No, LRS data is not required. Distance measurements are expected to be used by the vendor for locational awareness, accuracy in data processing, and quality control purposes only.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

\_\_\_\_\_  
SUPPLIER

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AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

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**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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Solicitation: **IFB-BV GLB0104**

Addendum No: **3**

Date of Addendum: **6/17/15**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**1. Questions:**


The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Would the City anticipate that the schedule for each successive year be similar to that, starting collection in October? Is the date of the start of collection negotiable after the first cycle if the vendor was prepared to start earlier in the year?

(A) The data collection is expected to be complete within three months from the date specified in the notice to proceed issued for the given fiscal year. As funds approved for a given fiscal year (October 01st through September 30th) cannot be spent prior to the start of the fiscal year, data collection cannot begin prior to October for the given fiscal year

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**APPROVED BY:**

  
Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

**ACKNOWLEDGED BY:**

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SUPPLIER

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AUTHORIZED SIGNATURE

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DATE

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**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Georgia L. Billela  
**DATE:** 5/1/15

**SUBJECT:** Request for Determination of Goals for Solicitation No. IFB-BV GLB0104  
Project Name: Pavement Data Collection for Pavement Management Information System (PMIS)  
Commodity  
Code(s): 96141  
Estimated Value: \$ 1,050,000

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

This scope of work describes Pavement Data Collection (PDC) services provided by the selected vendor on city maintained roads located in the City of Austin. Cracking distresses, ride quality measurements, and digital images shall be collected. Data collection shall be performed in four cycles, with the data being collected on approximately half of the city's roadway network each year. PDC in each year shall include 50% of the network, either the north or the south portion of the network

The Departmental Point of Contact is: Veena Prabhakar at Phone: 512.974.8745

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 512-974-2939

☐ Approved w/ Goals

☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

a. Goals: \_\_\_\_\_% MBE \_\_\_\_\_% WBE

b. Subgoals \_\_\_\_\_% African American \_\_\_\_\_% Hispanic

\_\_\_\_\_% Native/Asian American \_\_\_\_\_% WBE

This determination is based on the following reasons: THERE ARE NO SUBCONTRACTING OPPORTUNITIES OR AVAILABILITY FOR MBE/WBE'S TO SET GOALS HOWEVER THEIR ARE CERTIFIED FIRMS THAT CAN BID AS A PRIME CONSULTANT.

Veronica Lara, Director

Date: 5-18-15

cc: Lorena Resendiz