



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. ST16-005**

**1. Agenda Item
Number:** 33

**2. Council Meeting
Date:**
October 22, 2015

TO: MAYOR and COUNCIL

3. Date Prepared: September 16, 2015

THROUGH: CITY MANAGER

4. Requesting Department:
Transportation & Development

5. SUBJECT: Agreement with Stantec Consulting Services, Inc., for data collection and analysis services to update RoadMatrix pavement management system

6. RECOMMENDATION: Staff recommends City Council approve the Sole Source purchase of data collection and analysis services for the City's Stantec RoadMatrix pavement management system from Stantec Consulting Services, Inc., in an amount not to exceed \$142,250.

7. BACKGROUND/DISCUSSION: The City uses Stantec RoadMatrix, a computerized pavement management system that tracks, programs, and stores data for the City's street pavement infrastructure. The software has helped to manage the City street maintenance program by utilizing the stored roadway condition data for assessing, tracking, and scheduling street maintenance in the most efficient manner.

This agreement is for collecting current roadway data on over 2,040 lane miles of street in Chandler and to obtain necessary software training for staff. The roadway data includes information about ride quality, surface condition and 13 pavement distress conditions for all of Chandler's arterials, collectors and residential streets. The City needs to collect this data approximately every three (3) years to make sure we are accurately representing the current status of our pavements and to make timely and accurate roadway maintenance budget projections. Staff will receive training on pavement performance analysis and interpreting pavement maintenance and rehabilitation reports generated by Stantec RoadMatrix. Additionally, the software will receive configuration updates to ensure pavement analysis reflects true pavement conditions.

8. EVALUATION: Stantec RoadMatrix, a Stantec Consulting Services, Inc., product is protected under a copyright patent. The product is proprietary and Stantec Consulting Services, Inc., is the only vendor able to provide training, software upgrades and technical support. If problems occur in the collection and upload of the data to City servers, Stantec Consulting Services, Inc., will assume all responsibility for problems incurred in the data collection and make the necessary corrections.

The term of the agreement will be 165 calendar days from the issuance of the notice to proceed.

9. FINANCIAL IMPLICATIONS:

Cost: \$142,250
Savings: N/A
Long Term Costs: N/A

<u>Acct. No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
101.3300.6513.0	General Fund	Asphaltic Pavement	No	\$142,250

10. PROPOSED MOTION: Move City Council approve the Sole Source purchase of data collection and analysis services for the City's Stantec RoadMatrix pavement management system from Stantec Consulting Services, Inc., in an amount not to exceed \$142,250.

ATTACHMENT: Agreement

APPROVALS

11. Requesting Department



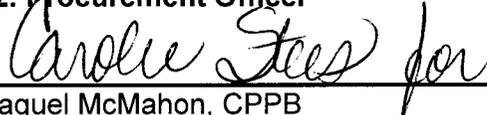
Kevin Lair, Transportation Manager

13. Department Head



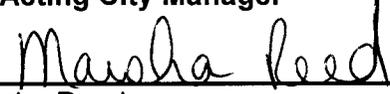
R.J. Zeder, Transportation & Development Director

12. Procurement Officer



Raquel McMahon, CPPB

14. Acting City Manager



Marsha Reed

**CITY OF CHANDLER SERVICES AGREEMENT
PAVEMENT MANAGEMENT SYSTEM
AGREEMENT NO.: ST6-968-3621**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and **STANTEC CONSULTING SERVICES**, hereinafter referred to as "Contractor".

INC.

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. AGREEMENT ADMINISTRATOR:

- 1.1. Agreement Administrator.** Contractor shall act under the authority and approval of the Senior Streets Maintenance Coordinator or designee (Agreement Administrator), to provide the services required by this Agreement.
- 1.2. Key Staff.** This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.
- 1.3. Subcontractors.** During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.
- 1.4. Subcontracts.** Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

2. SCOPE OF WORK: Contractor shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

- 2.1 Non-Discrimination.** The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2 Licenses.** Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.
- 2.3 Advertising, Publishing and Promotion of Agreement.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.
- 2.4 Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

- 2.4.1 The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".
- 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.5 ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.
- 3.1. Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.
- 3.2. Audit.** At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. Property of City.** Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.
- 4. PRICE:**
- 4.1. CITY shall pay to CONTRACTOR an amount not to exceed **ONE HUNDRED FORTY TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$142,250)** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

- 4.2. Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3. Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.
- 4.4. IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.5. Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.
- 5. TERM:**
- 5.1.** Following execution of this Agreement by City, the Consultant shall immediately commence work and shall complete all services described herein within **ONE HUNDRED SIXTY FIVE (165)** calendar days from issuance of the notice to proceed.
- 6. USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.
- 6.1. Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.
- 6.2 Non-Exclusive Agreement:** This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.
- 6.3 Exclusive Possession:** All services, information, computer program elements, reports and other deliverables created under this Agreement are the sole property of the City of Chandler and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 7. CITY'S CONTRACTUAL REMEDIES:**
- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.
- 7.2. Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Agreement Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Agreement are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.

8. TERMINATION:

8.1.1 Termination for Convenience: City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.

8.1.2 Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- 8.4. Gratuities.** City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.
- 8.5. Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.
- 8.6. Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

- 11. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. INSURANCE:

1. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
3. Additional Policy Provisions Required.
- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 - 2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 - 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
 10. By signing this Agreement, the Contractor certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.
 11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Agreement Sr. Streets
 Administrator: Maintenance Coord.
 Contact: Al Fausto
 Mailing Address: PO Box 4008 MS
 9009
 Physical Address:
 City, State, Zip Chandler, AZ 85244
 Phone: 480-782-3505
 FAX: 480-782-3495

In the case of the CONTRACTOR

Firm Name: Stantec Consulting *Services Inc.*
 Contact: Jason Trotter
 Address: 8211 S. 48th St.
 City, State, Zip Phoenix, AZ 85044
 Phone: 716-637-8030 x7428
 FAX: 716-632-4808
 Jason.trotter@stantec.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.
- 14.2. Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees.
- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.
- 15.4. Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.
- 15.5. Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

- 15.6. No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2015.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

Mayor

By: _____
Signature

ATTEST:

JASON TROTTER
ATTEST, If Corporation

ALON DAZIEL
PRINCIPAL.

SEAL

City Clerk

Secretary

Approved as to form:

City Attorney *CT*

EXHIBIT A SCOPE OF WORK

CONTRACTOR shall provide for the collection of pavement condition data on the City's entire road network and a comprehensive review and database update of City's existing Pavement Management Software, RoadMatrix. CONTRACTOR shall provide on-site software training to City staff on the use of RoadMatrix software including, but not limited to, analysis setup, subset creation, budget scenarios, section updates, exporting grid data, generating reports, and interpreting results.

Pavement Management System Upgrade and Data Collection Methodologies

CONTRACTOR's pavement management systems shall be designed to provide consistent, repeatable and meaningful results. CONTRACTOR's systems shall provide ease of interface and communication with other software systems such as geographic information systems (GIS), maintenance management systems (MMS), and existing highway/roadway inventory databases.

Equipment and Methodology

Contractor's RT3000 data collection vehicle shall be used to complete both the surface condition and roughness data components of this project.

Contractor shall have the same project manager and survey crew throughout the duration of the project to ensure consistency in data collection and rating of various pavement distresses.

Surface Distress

Contractor shall utilize a semi-automatic process where visual distress evaluations are recorded real-time on an event keyboard while the RT3000 traverses the road network.

Contractor shall evaluate each surface distress on the basis of two components: severity and extent. Severity is defined as 'How bad is the defect?' in terms of the width or degree of wear associated with the condition. An example of a severity measurement includes the width of a crack. The second component evaluates the extent or 'How much is there?' in terms of the quantity of the surface the distress covers. Examples of measures used for extent would include the number or length of transverse cracks, length of longitudinal cracking or the pavement area affected by alligator cracking.

For this project, the integrated keyboards shall be used to log the various distresses in accordance with AASHTO guidelines. For flexible pavements this includes:

alligator cracking	map cracking
longitudinal cracking	transverse cracking
edge cracking	flushing and bleeding
excessive crown	rutting
rippling and shoving	raveling and streaking
Potholes	patching
distortion	

The location of each defect along the roadway or individual pavement section shall be logged automatically with a Distance Measuring Device (DMI), which is accurate to +/- 3ft per mile. The post-processing of the real time data shall calculate the quantities of the defects based on the location of the keyboard entries.

Contractor shall require raters to be evaluated and accredited on their abilities.

Longitudinal Profile (Roughness)

Contractor shall collect roughness data using a fully automated and certified Class I profilometer as per ASTM E950. The specialized profile measurement system, mounted on the front bumper of the RT 3000 survey vehicle, employs 3 different sensing devices;

A laser height sensor that measures the distance between the vehicle and the pavement surface while the vehicle is traveling at up to posted speed.

An accelerometer that measures the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.

The DMI to provide a reference measurement of the vehicle as it traverses the road.

These three measurements shall be combined during post-processing to eliminate the effects of vertical vehicle motion and thereby defining the vertical profile of the pavement surface. The longitudinal roughness profile of each driven wheel track is obtained using an accelerometer and height sensor in each wheel track. Roughness data shall be computed from this profile and expressed in terms of the standard International Roughness Index (IRI) in units of in/mile.

Work Plan

The following work plan details the various tasks involved in executing the project to achieve the desired results and satisfy the City's objectives.

The following is a list of the Tasks involved in this project:

Project Management

This task provides for Project Initiation, Project Set-up and Mobilization in preparation for the fieldwork and Project Management throughout the project. Specifically these items include the following:

1. Project Initiation covers the administration of the contract and the provision of the insurance certificates;
2. Project Setup covers the preparation of the information the field survey crew requires prior to starting the field survey. This includes both electronic files, hard copy database listing and reference maps;

Project Management applies to the coordination and supervision of the entire project

	Description
Objective	Within two weeks of receipt of the notice to proceed, a project initiation meeting will be held with the City's project team.
Activities	Introduce key staff and their roles for the project. Establish primary lines of communication. Agree upon scheduling requirements and possible constraints. Review pavement inventory and condition rating criteria and formats. QA/QC requirements and procedures. Agree on all project deliverables.
Critical Issues	Availability of the network definition in digital format. Availability of City staff to gather data required for the field survey setup.
Deliverables	Mapping and related QA/QC field books that will be utilized during field surveys. Optimized routing for the survey vehicle.

Network Sectioning

Since the last Pavement Management condition update, the road network maintained by the City has likely grown as a result of development or jurisdiction revisions. As a result, the RoadMatrix database should be updated to include these new road segments in the analysis.

Contractor and the City would identify the most appropriate source of information, such as the GIS, to add the required street segments into RoadMatrix. In addition to identifying the road segments to be added, it is necessary to ensure that the appropriate attributes of each road segment are populated. This includes such attributes as location, widths, traffic, pavement structure, curb, and drainage. Where this information is not readily available, Contractor would consult with the City at identifying appropriate default values to allow these roads to be analyzed fully within RoadMatrix.

SDI and RCI Data Collection

This task involves the field survey conducted by the RT3000 survey vehicle and crew. This survey includes the collection of 13 different surface distress and ride or roughness condition data. From this data, RoadMatrix generates 3 indexes, Surface Distress Index (SDI), Ride Condition Index (RCI) and an overall Pavement Quality Index (PQI). 1,000 test miles of city streets has been estimated to accommodate new streets and any divided or multilane street sections that require return runs.

	Description
Objective	Collect pavement distress and roughness and video on the entire City road network.
Activities	Demonstrate to City's project team the capabilities and procedures used on the RT3000 to collect the surface condition and roughness data on a block by block basis. Surface Distress Evaluation Longitudinal Profile
Critical Issues	Lighting and weather conditions can adversely affect the quality of the road distress data collection; therefore, the following guidelines will be used to ensure the success of the fieldwork: Surveying will not commence within one hour of sunrise and one hour of sunset. Surveying will not commence during wet conditions. The roads must be completely dry before testing can commence. All major roads will be surveyed at a time when traffic volume is lower (mid-morning, early afternoon, or weekends). The crew will make note of any field instances that may disrupt the roughness sensors and cause erroneous results for IRI (e.g., Railway crossings, dirt/gravel on roadway). The crew will make note of all sections that are under construction. The crew will make note of any sections that only have the first lift (base lift) of asphalt down. Streets and sidewalks that exist in the field and not in the network definition files will be recorded and passed on to the Project Manager for discussion/resolution with the City.
Deliverables	Pavement condition and roughness data for analysis.

Data QA/QC, Edlt & Upload

This task provides for the effort required to: (1) review the collected data, (2) apply any edits, as noted in the survey crew's RT field log book, and (3) and provide an upload file of the new condition data into the upgraded Pavement Management Application (RoadMatrix) software.

Database Validation and Health Check

This task provides for a review and validation of the current database. This will produce a report showing, if any, inventory and attribute data that is missing or is outside of certain criteria. This is a necessary step prior to database update into the new RoadMatrix V3.1x.

Software and Data Update

RoadMatrix Pavement Management Software License

This task provides for the RoadMatrix software license as per current user agreement

Assemble/Install Software

	Description
Objective	To expedite technology transfer on RoadMatrix functionality and Engineering Concepts
Activities	Install RoadMatrix software on site
Critical Issues	IT Coordination
Deliverables	RoadMatrix Installed on site at the City Provide User and Engineering Manuals

System and Data Update and Review

	Description
Objective	To ensure that the RoadMatrix software is fully operable with all required data elements and models converted from the existing version so as to provide representative and meaningful pavement management results
Activities	Contractor to test fully loaded RoadMatrix system and analyses Review with City final outputs for "reasonableness" Create Metadata document to finalize all data sources, engineering models and parameter setups
Critical Issues	Staff availability for review and "sign off" on RoadMatrix Metadata document and system installation.
Deliverables	Metadata document Fully loaded and functional RoadMatrix installed on site at the City

Final Installation and Training

	Description
Objective	To ensure that the City is self-sufficient in running and maintaining the RoadMatrix software
Activities	City staff understand the concepts and results of the RoadMatrix outputs in order to generate programs and present the information to other City staff and Council 2-day on-site training and system review session with selected City staff Training to include RoadMatrix functionality, decision trees and engineering models and concepts
Critical Issues	Availability of staff for training Limit initial training to key City staff in order to maximize the benefit City staff required to read the manuals and "play" with the system, and develop questions after training to allow for better understanding of system prior to remaining tasks
Deliverables	Fully trained and self-sufficient staff equipped to maintain the RoadMatrix system

Project Schedule

The project schedule is presented in two parts: part one is the schedule for the data collection component and part two presents the schedule for the additional tasks. The schedule can be adjusted to meet the City's needs or if the contract award date is delayed for any reason. The duration will essentially remain the same, regardless of the startup date. It is our experience that many of the tasks can be initiated simultaneously and can be completed independently of others.

Contractor has the capacity and capability to meet the schedule. Contractor has extensive equipment and manpower resources to commit to the project to ensure successful on time and within budget completion of the work.

Task	Duration
Project initiation and setup	3 weeks
Data collection and survey	9 – 10 weeks
Data upload	4 weeks
System and data review	1 week
RoadMatrix upgrade	1 week
Set up decision trees / Analyses	1 week
Training / Work shop / Consulting	4 days
Final system update / Analyses / Assembly / Delivery	1 week
Total Duration	Approximately 5.5 months

**EXHIBIT B
PRICING**

All pricing is exclusive of any City, State or Federal taxes, levies or duties.

TASK		TOTAL
PROJECT KICK OFF AND MANAGEMENT		
1	Project Set Up and Mobilization	\$5,000
2	Project Management and QA/QC	\$9,500
DATA COLLECTION		
3	Field Data Collection (1000 miles @ \$108/mile)	\$108,000
4	Data Processing and Delivery	\$8,750
SOFTWARE TRAINING and CONFIGURATION UPDATES		
5	RoadMatrix Training – 2 days On-site Training	\$5,500
6	On-site Consulting – 2 days On-site, including review of decision trees and analysis models	\$5,500
	TOTAL PROJECT	\$142,250