

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ROADWAY ASSET SERVICES, LLC, FOR PARKING LOT AND ROADWAY PAVEMENT CONDITION SURVEY SERVICES FOR THE STREETS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7954 – AWARDED TO ROADWAY ASSET SERVICES, LLC, IN THE SIX (6) YEAR NOT-TO-EXCEED AMOUNT OF \$730,630.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for parking lot and roadway pavement condition survey services for the Streets Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP</u> <u>NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
7954	Roadway Asset Services, LLC	\$730,630.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o=City
of Denton,
email=marcella.lunn@cityofdent
on.com, c=US
Date: 2022.05.25 11:17:06 -05'00'

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 7954**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Roadway Asset Services, with its corporate office at 602 Sante Fe Drive, Highland Village, TX 75077, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Parking Lot and Roadway Condition Survey Services, as described in **Exhibit A**, which is on file at the purchasing office and incorporated herein (the "Project").

**ARTICLE II
SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFP 7954 – Parking Lot and Roadway Condition Survey Services, which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV
TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$730,630.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed

in Article III “Additional Services,” without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT’s undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days’ written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, “Compensation,” there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII **OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by the CONSULTANT (and CONSULTANT’s subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and

OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII **INDEMNITY AGREEMENT**

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X **ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI **TERMINATION OF AGREEMENT**

A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.

- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Roadway Asset Services, LLC
Scot Gordon, P.E., IAM
602 Sante Fe Drive
Highland Village, TX 75077

To OWNER:

City of Denton
Purchasing Manager –File 7954
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX
ASSIGNABILITY

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

- Exhibit A – RFP 7954 – Parking Lot and Roadway Condition Survey (on file at the purchasing office)
- Exhibit B – Consultant’s Scope of Services Offer, Project Schedule, and Proposal
- Exhibit C – Consultant’s Insurance Requirements
- Exhibit D – Conflict of Interest Questionnaire

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

- B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.
- C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Scot Gordon. However, nothing herein shall limit CONSULTANT

from using other equally qualified and competent members of its firm to perform the services required herein.

- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII **RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXV

Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVI

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVII

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVIII

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

ARTICLE XXIX

CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Consultant will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The consultant shall:

1. Log onto the State Ethics Commission Website at:
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State

3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The OWNER must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

ARTICLE XXX
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 as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). 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. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date _____.

CONSULTANT

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Bart Williamson
2AD932006E2C44C... SIGNATURE

BY: _____
SARA HENSLEY
CITY MANAGER

Printed Name: Bart williamson

Title: CEO

ATTEST:
ROSA RIOS, CITY SECRETARY

210-837-5249
PHONE NUMBER

BY: _____

bwilliamson@roadwayassetservices.com
EMAIL ADDRESS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

2022-886115

DocuSigned by:
BY: Marcella Lunn
4E070831B4AA438...

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:
ethan cox ethan cox
A83AA619E7314D7... PRINTED NAME

Director of Public works
TITLE

Public works
DEPARTMENT



Exhibit B



The City of Denton
Proposal for Roadway and Parking Lot Condition Survey
RFP #7954



Prepared by:

Roadway Asset Services, LLC.
602 Sante Fe Drive
Highland Village, Texas 75077
bwilliamson@roadwayassetservices.com
210-837-5249




March 21, 2022
Cori Power
Senior Buyer
Procurement and Compliance
City of Denton
901-B Texas Street
Denton, Texas 76209

Cover Letter

Dear Ms. Power and the Selection Committee:

Roadway Asset Services, LLC (RAS) is pleased to submit this proposal to the City of Denton, Texas for a Roadway and Parking Lot Condition Survey (RFP #7954) to conduct two (2) assessments of approximately 1,450 lane miles of roadway assets as well as 117 acres of parking lots, translating to 567,749 square yards of assessment. RAS will assess the condition of all square yards based on ASTM standards, using a combination of LCMS-2 data collection, and/or manual assessment when necessary. RAS will develop the condition assessment, deliver the condition results in a geodatabase format, and load the inspection data to the Denton Cartegraph OMS database. RAS will also include a final written report that will encompass the project, including the process and results as well as a management plan with probable repair costs. While collecting the pavement condition data, RAS will also collect Right of Way (ROW) data on assets including pavement markings and striping and traffic signs which will be loaded into Cartegraph. RAS will complete the project within less than 5 months from notice to proceed.

RAS operates automated data collection vehicles manufactured and configured by International Cybernetics Corporation (ICC) with 360 viewing and latest pavement sensors for meeting or exceeding data deliverable timelines. Furthermore, the RAS Roadway Asset Collection (RAC) vehicle has received **independent inertial profiler certification for accuracy and repeatability from the National Center for Asphalt Technology at Auburn University, as well as ASTM E-950 certification.**

 **Roadway Asset Services, LLC (RAS)** is a registered Texas Engineering Firm (F22104) headquartered in Austin, Texas and its key members have been evaluating pavement conditions and developing maintenance management plans for the last 15 to 30 years. The RAS executive team members have over 75 years combined experience in pavement management and ROW asset inventory collection and condition assessment.

The **RAS Project Manager, Scot Gordon, PE, IAM resides in Denton County as a resident** and can be on-site for impromptu meetings on short notice. In addition, **RAS Assistant Project Manager, Zac Thomason,** is familiar with local pavement conditions and the City's existing Cartegraph configuration due to his **previous experience working with the City of Denton on pavement and asset management projects. In the last 5 years the RAS team members have managed over 100,000 miles of pavement condition and asset inventory data.** RAS is a financially secure limited liability company that practices strong internal controls, conservative business practices, and we are committed to our continued financial growth. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning and GIS.

Key members of the RAS executive team have managed projects that have provided pavement evaluation surveys and ROW inventory data collection for numerous municipalities in Texas, including:

- Austin
- Plano
- Arlington
- San Antonio
- Bexar County
- Houston
- Harris County
- Ft. Worth
- Galveston
- Amarillo
- Seguin
- Corpus Christi
- Brownsville
- Lewisville
- Colleyville
- Little Elm
- Mesquite
- Greenville
- Rowlett
- College Station
- Laredo
- Burleson
- New Braunfels
- Bellaire
- Wolfforth
- Central Texas RMA
- Rockwall

A partial listing of clients where the RAS management team has/will import pavement and ROW data into **Cartegraph** include:

- San Antonio, TX
- Bexar County, TX
- Burleson, TX
- Corpus Christi, TX
- New Braunfels, TX
- Salt Lake City, UT
- Mesa County, CO
- Anderson County, SC
- Sarasota County, FL

We look forward to building a long-term relationship with the City of Denton. RAS has the team and resources to perform the requested work in a timely manner and will train the City on the methodology and results of the pavement condition survey. RAS has reviewed the RFP in entirety and this proposal will remain valid for 120 days from the date of submission. RAS also acknowledges and is in receipt of Addendum 1. RAS' main point of contact will be Bart Williamson, FCLS, and I am an authorized negotiator for contract terms and binding decisions. I can be contacted at (210)837-5249, 6001 W. Parmer Lane #370-1102, Austin, Texas 78727.

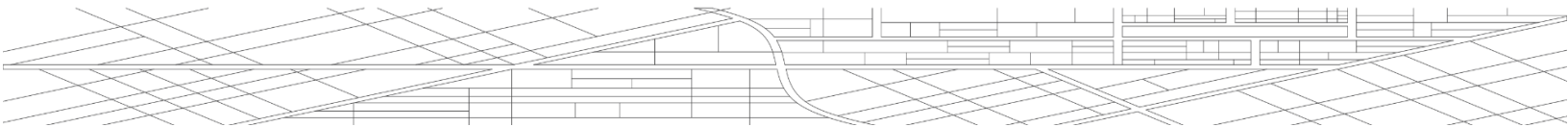
Sincerely,

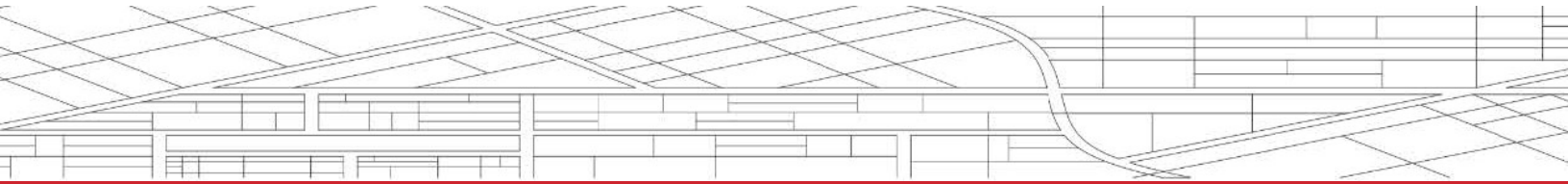


Bart Williamson, FCLS
Chief Executive Officer
Roadway Asset Services, LLC.
6001 W Parmer Lane #370-1102
Austin, Texas 78727
bwilliamson@roadwayassetservices.com

RAS ADVANTAGE

- **Unrivaled Texas Experience**
- **Cartegraph Strategic Business Partner**
- **Field Validation of Pilot Area with 30-year Experienced Pavement Engineer**
- **True 360-degree Image Capture**
- **Precise and Automated Asset Inventory Capabilities**
- **Unequaled Technology & Data Redundancy**
- **Unmatched Pavement Management Expertise**
- **Unsurpassed Large Municipal Pavement and ROW Asset Inventory Experience**
- **Unique Understanding of Pavement Design and Pavement Performance in Denton County**



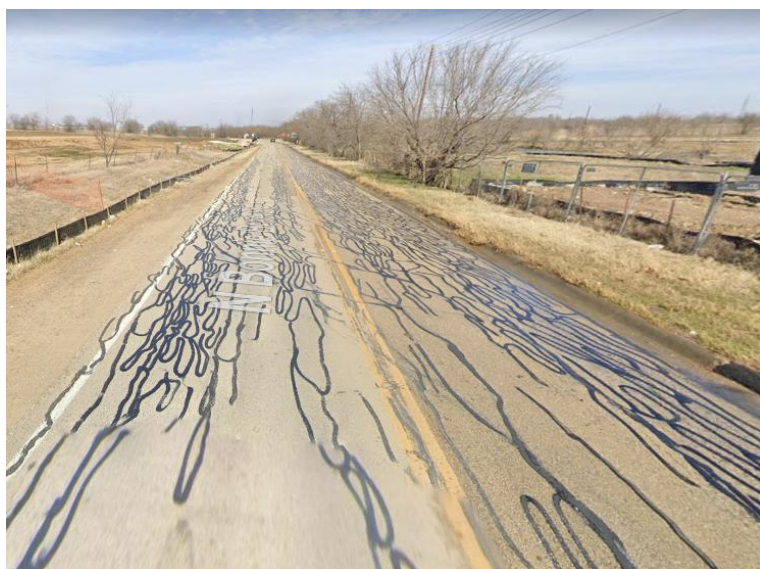


Project Team Qualifications

RAS TEAM ORGANIZATION AND QUALIFICATIONS

Organizational structure is important to understand as it can often shed light on whom a municipal agency will really be working with on any given assignment. The City of Denton condition data will be processed using advanced AI processing routines that are integrated with high-speed lasers. Quality control of the data will be performed by the **Project Manager, Scot Gordon, PE, IAM**. As a graduate from Texas A&M and an understudy of Roger Smith (well renowned in the pavement management industry), Scot is considered an expert in the interpretation of distress manifestation on roadways. Nothing is passed on to RAS clients without a detailed review and acceptance by Scot Gordon.

A unique feature of the RAS team is our **local presence and local knowledge**. Scot Gordon, Project Manager, has spent most of his career fulfilling Texas jobs while **also residing in Denton County, in Highland Village, for over 10 years**. He recently served as President of the ACEC Tarrant County Chapter, so he understands the local design challenges and conditions.



Having served as the Senior Pavement Design Engineer at Kleinfield, Scot is familiar with the local roads, local paving materials, and soil conditions. He will be actively involved in the daily pavement distress evaluations and QA/QC of the data as it is received. This starts with the pilot data review and onsite field validation that RAS conducts on all assignments. Mr. Gordon will meet with City staff to review the results and discuss the details of the evaluation to field verify the measured distresses and answer any questions the City may have.

Due to his local presence in Denton County, Mr. Gordon can also be available for quick meetings or discussions as questions arise. **Should any of the data seem in conflict with the local conditions, Scot will field review the data and resolve the final data/report with in-field observations/measurements based on his extensive local knowledge regarding distress manifestations.** This knowledge of paving materials and construction techniques, coupled with the experience to establish a workable five-year maintenance plan within funding availability, sets the RAS team apart.

Zac Thomason, Assistant Project Manager, has been actively engaged in pavement management across the Country for over 16 years and has the unique knowledge of being a key member of previous City of Denton pavement management updates. **Mr. Thomason's experience with the City of Denton roadways and Cartegraph configuration date back to 2009**. Mr. Thomason also managed the City of Denton project in 2014 when custom Cartegraph deterioration curves were developed for roadways of varying soil conditions and rates of degradation.



Project Manager Scot Gordon, PE, IAM, has 30 years of experience in geotechnical engineering and construction materials testing including pavement design and pavement maintenance optimization. Scot, worked on his **master's degree with Dr. Roger Smith at Texas A&M University, the architect of the StreetSaver software, studying pavement management and pavement materials.** During Mr. Gordon's graduate work, he developed his initial philosophy of pavement management, testing the initial phases of development of the StreetSaver software. Additionally, **Scot has received certification from the Institute of Asset Management and oversees the engineering team at RAS.**

EDUCATION

M.E., Civil Engineering, Texas A&M University, 1990
B.S., Civil Engineering, Texas A&M University, 1989
TX PE license-88099

Scot will provide structure to the team using his project management skills that he has honed in over 30 years of managing projects. He has successfully completed numerous asset and pavement management projects for municipalities throughout Texas including **Plano, Arlington, Ft. Worth, Houston, Austin, San Antonio, Corpus Christi, Colleyville, Lewisville, Burleson, Greenville, Rockwall, Rowlett, Little Elm, Mesquite, University Park, Amarillo, Harris County, Galveston, Laredo, El Paso, Duncanville, Pflugerville, New Braunfels, Seguin, Fulshear, Bexar County, Waller County, Central Texas Regional Mobility Authority and Southlake.** Scot's experience managing pavement condition surveys throughout the country includes: Denver, CO; Memphis, TN; Montgomery County, TN; Albuquerque, NM; Durham, NC; Chicago Metropolitan Agency for Planning, IL; and Salt Lake City, UT to name a few. In addition to large-scale pavement management projects, Scot has prior experience in consulting and has provided services to the City of Denton and Denton County. Scot's proximity to the Dallas-Fort Worth metroplex has led to numerous opportunities including the completion of a **parking lot survey for the University of North Texas.**

Scot will handle all day-to-day project communication, and while he will be responsible for accountability for the project, he will communicate with project team members regarding their individual accountability to ensure the continued provision of support is granted to each team member for the facilitation of growth as an overall team. will ensure that project management updates are communicated to the City weekly, or more frequently if needed, and Scot will be the primary point of contact. Scot is making the commitment to remain the Project Manager for RAS for the duration of the contract.

- ***Corpus Christi, Texas - Pavement Condition Survey and ROW Asset Inventory***

Mr. Gordon serves as the Project Manager for the City's pavement condition data and ROW inventory for the 2,448 miles of roadways. The collection is fulfilled through the utilization of RAC vehicles. Areas assessed include pavement condition, curb and gutter, pavement markings and striping, traffic signs, sidewalks and ADA ramps. Following collection, pavement information is being integrated into **Cartegraph.**

- ***City of San Antonio, Texas - Pavement Condition Index Modeling***

Mr. Gordon served as the Project Manager for the evaluation of PCI rate deterioration between the 2019 PCI survey results within the **Cartegraph** database and 2022. The project consisted of providing deterioration models, recommending improvements for overall maintenance, and provision of average PCI per year per District. Mr. Gordon managed long-term pavement preservation strategies, pavement treatment, pavement modeling, pavement management system optimization, pavement maintenance prioritization, treatment implementation timelines, alternative pavement material recommendations, and budget optimization. Mr. Gordon evaluated PCI trigger levels in the decision tree to determine the effectiveness of each treatment for improved PCI values and life extension.

- ***City of New Braunfels, Texas – Pavement Condition Survey and ROW Asset Inventory***

Mr. Gordon serves as the Project Manager for the City's pavement data collection for its more than 469 test miles of roadways. Pavement data is collected utilizing a RAC vehicle that captures images for all pavement and ROW assets. Following collection, PCI survey results will be analyzed utilizing RAS' Technical Rating Intelligence Program (Road TRIP) to identify distresses including alligator cracking, longitudinal cracking, raveling, and patching. Pavement information, including PCI and IRI data, will be integrated into **Cartegraph.**



Zac Thomason, MBA, will serve as the Assistant Project Manager, developing pavement deterioration curves. Zac brings over 16 years of dedicated pavement and asset management experience where his focus has been on the use of semi-automated and automated technologies for pavement distress surveys, enterprise software implementation, pavement preservation, budget modeling & forecasting, and multi-year rehabilitation plan development. Zac will oversee the integration of data within the Cartegraph software.

EDUCATION

M.B.A., Business Administration, University of Phoenix, 2007
B.S., Global Business, Arizona State University, 2005

- *City of Denton, Texas – Pavement condition and asset inventory for 500 survey miles using Cartegraph*
- *City of Denton, Texas – Sidewalk assessment*
- *City of Grapevine, Texas – Pavement condition survey for 170 survey miles utilizing Cartegraph*
- *City of Keller, Texas – Pavement condition survey for 250 survey miles using Lucity*
- *City of Carrollton, Texas – Pavement condition evaluation for 900 survey miles in GIS database*
- *City of Grand Prairie, Texas- Pavement condition survey for 700 survey miles in GIS database*
- *City of Euless, Texas – Pavement condition assessment for 150 survey miles in GIS database*
- *City of Huntsville, Texas – Pavement condition survey for 170 survey miles with personal GIS database*
- *City of The Colony, Texas – Pavement condition evaluation for 250 survey miles in GIS database*
- *City of Pearland, Texas – Pavement condition analysis for 450 survey miles with personal GIS database*



Bart Williamson, FCLS, will serve as the Project Principal, ensuring timely and quality deliverables. Bart brings over 30 years of project insurance and management experience and has worked in the transportation industry for over 15 years. Bart has led many asset management needs assessments, pavement condition surveys, and ROW inventories during his career. Bart will work closely with Scot to coordinate project needs and assure that equipment and resources are available to provide a successful project.

EDUCATION

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

- *City of Corpus Christi, Texas – Pavement condition survey for 2,448 miles utilizing Cartegraph*
- *City of New Braunfels, Texas – Pavement condition survey for 469 test miles with Cartegraph usage*
- *City of San Antonio, Texas - Pavement condition index modeling utilizing Cartegraph software*
- *City of Austin, Texas- Traffic sign data collection for 5,000 test miles with the City's GIS geodatabase*
- *City of Houston, Texas- Pavement condition assessment for 12,298 lane miles utilizing StreetSaver*
- *City of Colleyville, Texas – Pavement condition survey for 334 lane miles with StreetSaver/VUEWorks software*
- *City of Lewisville, Texas – Pavement condition survey for 293 centerline miles utilizing PAVER*
- *Bexar County, Texas - Pavement evaluation and assessment for 1,300 centerline miles with Cartegraph import*
- *Harris County, Texas – Asset inventory for 12,000 test miles with Cartegraph*
- *City of Rockwall, Texas- Pavement condition survey for 288 centerline miles utilizing PAVER*
- *City of Southlake, Texas- Pavement Condition Assessment and FWD Testing with GIS import*
- *City of Seguin, Texas – Asset management system for 200 centerline miles with Streetlogix import*
- *City of Rowlett, Texas- Pavement condition assessment for 327 test miles utilizing VUEWorks*
- *City of Burleson, Texas- Pavement condition survey for 426 lane miles utilizing Cartegraph*
- *City of Bellaire, Texas- Pavement condition survey for 81 test miles and ROW asset inventory into GIS*
- *El Paso County, Texas – Pavement and ROW asset inventory for 650 miles using GIS database*
- *City of Amarillo, Texas – Pavement and traffic sign inventory for 1,333 test miles using VUEWorks*



Rafael Rivera will serve as the Data Collection Manager and has overseen over 100,000 miles of automated pavement and ROW data collection field efforts over the past 12 years. Rafael will oversee the daily operation of the field crews to assure quality collection and efficient operation. He will communicate with the Project Manager to update schedules and determine when more resources may be needed to keep the project on schedule. As data is delivered from field crews, Rafael will be responsible for initiating and reviewing the evaluation process for pavement and ROW assets and ultimate delivery of the results and databases for final review by QA/QC and the final pavement condition survey report.

EDUCATION

B.S., Mechanical Engineering,
University of Central Florida,
2011
B.S., Aerospace Engineering,
University of Central Florida, 2016

- *City of New Braunfels, Texas - Pavement data collection for 469 test miles with Cartegraph usage*
- *City of San Antonio, Texas – Pavement condition index modeling utilizing Cartegraph software*
- *City of Corpus Christi, Texas – Pavement data collection for 2,448 lane miles with Cartegraph software*
- *City of Austin, Texas – Traffic sign data collection for 5,000 test miles utilizing the City’s GIS Geodatabase*
- *City of Burleson, Texas – Pavement condition survey for 426 lane miles utilizing Cartegraph*
- *Bexar County, Texas – Pavement and ROW assessment for 1,300 centerline miles utilizing Cartegraph*
- *Central Texas Regional Mobility Authority- Pavement condition assessment for 286 test miles with TxDOT Pavement Management Information System and import into VUEWorks*
- *City of Bellaire, Texas - Pavement condition survey for 81 test miles and ROW asset inventory into GIS*
- *City of Seguin, Texas – Asset management system for 200 centerline miles with Streetlogix import*
- *City of Rowlett, Texas – Pavement condition assessment for 327 test miles utilizing VUEWorks*
- *City of Greenville, Texas – Pavement condition evaluation for 360 centerline miles utilizing PAVER*
- *City of Rockwall, Texas – Pavement condition survey for 288 centerline miles with PAVER software*



Mark Kramer, PE, MBA, will serve as the Quality Assurance/Quality Control Manager to ensure accurate data collection and analysis. Mark brings over 24 years of experience in engineering and information technology projects including pavement condition, sign inventory, and sidewalk condition surveys. He is an expert in commercial off the shelf software, data management, data analysis, and delivery of technology projects.

EDUCATION

M.B.A., IT
Western International, 2003
B.S., Civil Engineering,
Arizona State University, 1998

- *City of Denton, Texas – Sidewalk assessment*
- *City of Corpus Christi, Texas – Pavement data collection for 2,448 miles with Cartegraph software*
- *City of New Braunfels, Texas- Pavement data collection for 469 test miles utilizing Cartegraph*
- *City of Rockwall, Texas – Pavement condition survey for 288 centerline miles with PAVER usage*
- *City of Rowlett, Texas – Pavement condition assessment for 327 test miles utilizing PAVER*
- *Mesa County, Colorado – Pavement condition survey for 1,098 test miles using Cartegraph*
- *City of Denver, Colorado – Pavement condition and ROW survey for 3,086 test miles in GIS database*
- *City of Pueblo, Colorado – Pavement condition assessment for 654 test miles with Brightly software*
- *City of Memphis, Tennessee – Pavement condition survey for 2,500 test miles using Streetlogix*
- *City of Grand Junction, Colorado- Pavement condition assessment for 501 test miles using Lucity*
- *Sarasota County, Florida- Pavement condition assessment for 1,500 test miles with Cartegraph import*
- *City of Forney, Texas- Pavement condition survey for 152 miles with data formatted for Cartegraph*
- *Central Texas Regional Mobility Authority, Texas- pavement condition survey with data schema for import into VUEWorks*



Sandra Marrero, E.I., will serve as the **Pavement Engineer**, ensuring the accuracy of the deliverables. Sandra brings over 7 years of experience in roadway asset collection projects with a pavement analysis component. Sandra has over two years of experience evaluating pavement conditions, processing pavement ratings, preparing reports, performing maintenance budget scenarios, and reporting the results of project finding in meetings and discussing with the client.

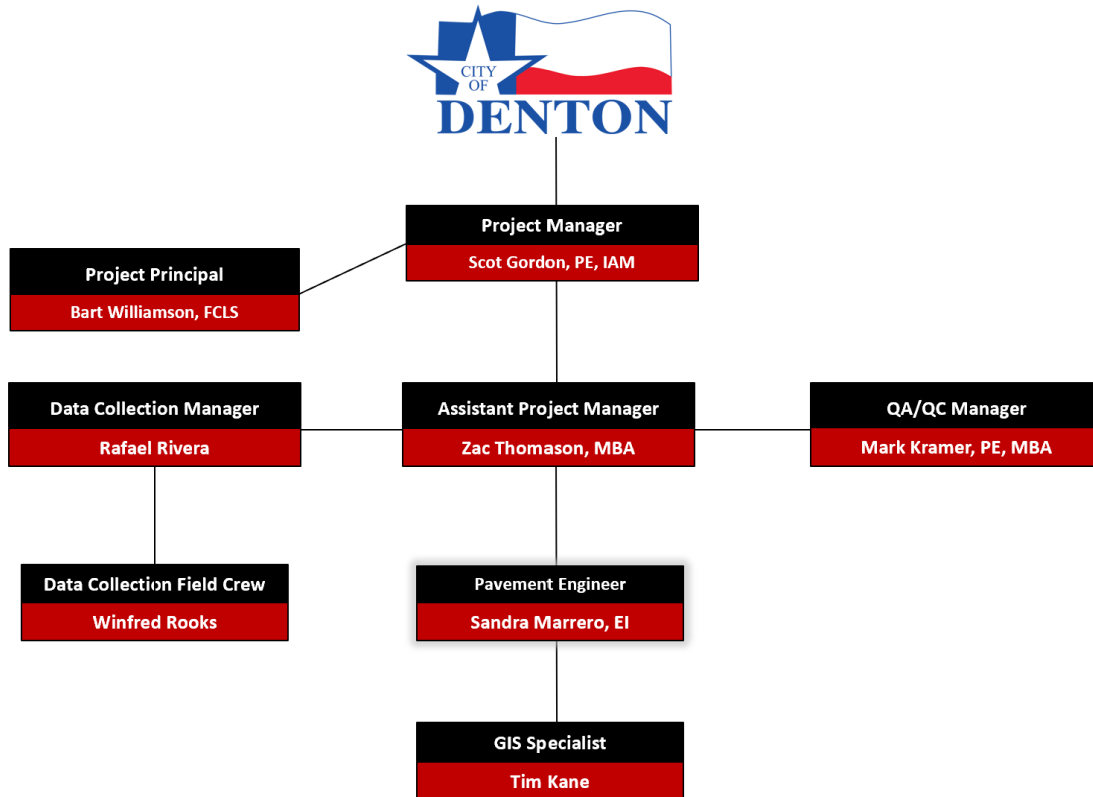
EDUCATION

B.S., Civil Engineering,
University of Puerto Rico,
2013
FL EI: 1100023293

- *City of Corpus Christi, Texas – Pavement condition survey for 2,448 miles with Cartegraph software*
- *City of New Braunfels, Texas – Pavement condition survey for 469 test miles utilizing Cartegraph*
- *City of San Antonio, Texas - Pavement condition index modeling with Cartegraph software*
- *City of San Antonio, Texas – Asset management services for 4,121 miles using Cartegraph*
- *City of Burleson, Texas – Pavement condition survey for 426 lane miles utilizing Cartegraph*
- *Travis County, Texas – Roadway management survey for 2,600 roadbed test miles using Cartegraph*
- *City of Pflugerville, Texas – Pavement management data for 348 centerline miles importing into GIS*
- *City of Rockwall, Texas – Pavement condition survey for 288 centerline miles with PAVER usage*
- *City of Rowlett, Texas – Pavement condition assessment for 327 test miles utilizing PAVER*
- *City of Bellaire, Texas - Pavement condition survey for 81 test miles and ROW asset inventory into GIS*
- *City of Seguin, Texas – Asset management system for 200 centerline miles with Streetlogix import*
- *City of Forney, Texas-Pavement condition survey for 152 miles with data formatted for Cartegraph*

Due to page limitations of the proposal response, resumes were not included for GIS Specialist and Data Collection Field Crews but are available upon request.

PROJECT ORGANIZATION AND STAFFING CHART





Roadway Asset Services, LLC (RAS) is a Texas Engineering Firm (License #: F-22104) headquartered in Austin, Texas with office locations throughout the Country, including a **regional office in Highland Village, Texas (Denton County)**. Key members of RAS have more than 75 years of combined experience collecting pavement condition surveys and ROW asset inventories. RAS team members have managed automated data collection, performed QA/QC, developed pavement management plans, provided GIS based deliverables, and provided imports and modeling in Cartegraph OMS. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning, and GIS. **The RAS executive team has managed over 100,000 miles of pavement condition survey and ROW asset data in the last 5 years.** Additionally, the RAS team has extensive experience rating pavement per the ASTM D6433 methodology both via sampling methodology and utilizing artificial intelligence assisted by a rigorous Quality Assurance protocol.

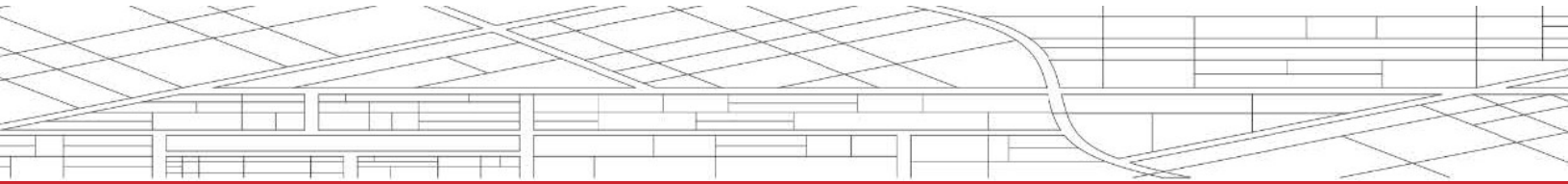
RAS leadership team consists of seasoned **pavement management professionals, who bring over 75 years** of database integration and pavement condition survey management, from years of working on similar projects across the country including:

- Denver, CO
- San Antonio, TX
- Albuquerque, NM
- Harris County, TX
- Bexar County, TX
- Chicago MAP, IL
- Columbus, OH
- Amarillo, TX
- Mesa County, CO
- Plano, TX
- Charlotte, NC
- Durham, NC
- Burleson, TX
- Memphis, TN
- Mesquite, TX
- Lewisville, TX
- Galveston, TX
- Salt Lake City, UT
- Austin, TX
- Arlington, TX
- Houston, TX

The RAS team offers the City of Denton unmatched subject matter expertise and knowledge ranging from managing and delivering municipal automated pavement data collection projects, to pavement engineering and configuration of the City’s Cartegraph OMS asset management system. Our team is uniquely qualified to exceed the requirements of this project through the use of advanced data collection technology, Artificial Intelligence (AI) processing routines, and rigorous hands-on Quality Control (QC) by an experienced pavement engineer. RAS leadership has a complete understanding of the **Cartegraph pavement management system and is a Strategic Business Partner with Cartegraph** from work with other cities and counties, including:

- San Antonio, TX
- Bexar County, TX
- Corpus Christi, TX
- Mesa County, CO
- New Braunfels, TX
- Salt Lake City, UT
- Anderson County, SC
- Sarasota County, FL
- Burleson, TX

The founders of RAS have invested in the **most sophisticated** fleet of roadway asset collection (RAC) vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment** for the roads driven. **This methodology removes the subjectivity of rating small sample areas of the road segment.** Unlike many of our competitors, RAS utilizes a ROW capture system which provides an **immersive 360 view** versus stationary independent camera views. Furthermore, RAS’ RAC vehicle manufactured by International Cybernetics Corporation (ICC) has **received independent inertial profiler certification for accuracy and repeatability from the National Center for Asphalt Technology at Auburn University.** Additionally, the RAS management team has a 15-year partnership with our equipment manufacturer/ assembler ICC who will provide replacement equipment or technical support within 48 hours, ensuring the City projected can be completed within the allotted schedule.



Prior Experience

Experience on Similar Projects

The adjacent illustration demonstrates the extensive Texas experience that the RAS leadership team has from working with the cities and counties represented on the map. While RAS works with agencies around the Country, we are proud to be incorporated in the State of Texas and even more proud to call Texas home. Throughout their careers, the RAS Executive Team has managed each of these projects as it relates to pavement management and ROW asset inventories.



City of San Antonio, Texas – Professional Asset Management Services

RAS is currently working with the City of San Antonio as its pavement management consultant. RAS is evaluating the PCI rate deterioration between the 2019 pavement evaluation survey results within the **Cartegraph** database and 2022 to understand the natural deterioration, anticipated improvements with annual maintenance, and budgetary needs for reconstruction in 2022. RAS is also developing numerous deterioration models including distress deterioration, improvements with various maintenance treatments, and overall average PCI per year per Council District.



Mr. Gordon is the Project Manager and works with the City on long-term pavement preservation strategies, pavement treatment, and budget optimization. Mr. Gordon manages pavement modeling, pavement management system optimization, pavement maintenance prioritization, treatment implementation timelines, and alternative pavement material recommendations. Scot reviews and evaluates with the City the PCI trigger levels in the decision trees to determine the effectiveness of each treatment for improved PCI value and life extension, per the deterioration curves. Additionally, Scot performs further analysis scenarios to identify funding needs to achieve and maintain the set goals for each Council District (minimum PCI of 70), based on pavement condition performance. To accomplish this, Mr. Gordon works with the City to determine the proper mix between preservation and reconstruction within each of the 10 Council Districts to achieve the minimum baseline number of a PCI of 70 per district.

CLIENT CONTACT

Anthony Chukwudolue, Deputy Director, City of San Antonio, (210) 207-8025,
anthony.chukwudolue@sanantonio.gov

City of Salt Lake City, Utah – Pavement Condition Survey

RAS performed the 2021 pavement condition survey for Salt Lake City’s 730 test mile network. The pavement condition survey was completed in accordance with the ASTM D6433 using RAC vehicles. RAS provided GIS-based deliverables and formatted the data for import into **Cartegraph**. RAS performed a pilot study, provided a final report, and assisted the City in presenting data to City Council regarding various funding amounts, strategies to improve the City’s PCI, and its level of service to the general public. RAS also completed a pilot study utilizing mobile LiDAR to assess two corridors within the City. Lastly, RAS produced a videologger for the City to take a virtual drive down a roadway for a snapshot of pavement and ROW conditions.



Prior to data collection, Mr. Rivera worked with the City’s GIS staff to identify the appropriate mileage for collection and review the GIS segmentation provided in the City database. Appropriate segmentation was laid out based on a crossroad-to-crossroad section divider. A 10-mile pilot plan was laid out for early collection to provide an example of deliverables and to validate the accuracy of the collection.

The evaluation project also included a technical report presenting the predominate distresses and statistical analysis of the condition results and repair recommendations. The report provided results based upon surface type and division of functional classification for all roadways. The results presented in the database and report were used to develop a more cost-effective approach to maintenance, improve the City’s preservation techniques, and optimizing how the City chooses to spend maintenance funds.

CLIENT CONTACT

David Jones, Public Way Coordination Program Manager, Salt Lake City, (801)535-6425, David.jones@slcgov.com

City of Durham, North Carolina – Pavement Condition Survey

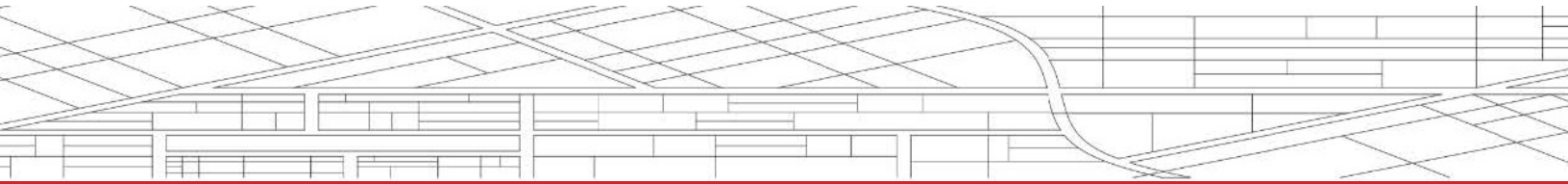
RAS performed the 2021 pavement condition survey for the City of Durham’s 1,571 test mile network within a \$374,712 contract. RAS completed the survey using its fleet of RAC vehicles in accordance with the ASTM D6433. RAS provided GIS based deliverables and formatted the data for an import into PAVER. RAS performed a pilot study, provided a final report, and assisted the City in presenting data to City Council regarding various funding amounts, strategies to improve the City’s PCI, and its level of service to the general public. RAS also completed a traffic sign inventory.



Mr. Gordon refined the budget requirements and developed a 10-year maintenance plan to improve the efficiency of treatments and minimize the increase of additional funds. Mr. Gordon presented the results to the City Council to present findings and recommend a maintenance plan.

CLIENT CONTACT

Clint Blackburn, PE, Project Manager, City of Durham, (919) 560-4326 x 30245, clint.blackburn@durhamnc.gov



Project Approach

Description		QTY	UOM	Unit
Project Initiation				
1	Project Initiation	1	LS	\$3,500.00
2	Pavement and Parking Lot Referencing and NOMAD Development	618.8	Test Mile ¹	\$10.00
3	RST Mobilization/Calibration	1	LS ²	\$3,000.00
4	RST Pavement Distress Collection			
4a	Price per square yard (based on current estimate of 567,749 square yards)	114	Per Lot	\$350.00
4b	Price per lane mile (based on current estimate of 1,450 lane miles)	618.8	Test Mile	\$80.00
5	Provision of Digital Images (@ 15-25 Foot Intervals (ALL VIEWS))	618.8	Test Mile	\$10.00
Data Management				
6	Data QA/QC, Processing, Format, & Supply	618.8	Test Mile	\$10.00
ALT	Pavement Data QA/QC, Processing, Format & Supply - Parking lots	114	Per Lot	\$50.00
7	ROW Asset Data Collection			
8a	Pavement Marking and Striping			
	Pavement Marking and Striping - Per Test Mile (Pavement Marking/Striping Inventory & Geodatabase Development)	1450	Lane Mile	\$20.00
	Pavement Marking and Striping - Per Parking Lot	114	Per Lot	\$90.00
8b	Signs and Supports			
	Signs and Supports - Per Test Mile (Signs/Supports Inventory & Geodatabase Development)	1450	Lane Mile	\$35.00
	Signs and Supports - Per Parking Lot	114	Per Lot	\$50.00
9	Cartegraph Data Load	1	LS	\$4,000.00
10	Additional Misc. Services not to exceed 15%			
10a	Geodatabase development		Included in Line 8a & 8b	
10b	Additional Collection/Mapping/QC necessary for Parking Lots			
ALT	Pavement Analysis, Scenario Builder Setup, & Budgetary Modeling	1	LS	\$10,000.00
ALT	Final Report & Recommendations	1	LS	\$5,000.00
11	Project Management	1	LS	\$1,000.00

¹ Assumes centerline file will be provided in GIS and that it matches the Cartegraph inventory

² Arterial and collector roadways will be driven in two directions and the residential roadways will be surveyed in a single direction.

³ Bill monthly, lump sum based on percent complete for each task item.

Optional Additional Services				
12	Pavement Width Measurements (aerial photography) Falling-Weight Deflectometer (FWD) testing on the arterial and collector roadways (in each direction) (should include all aspects needed for performing the test	618.8	Test Mile	\$12.00
13	including a follow vehicle for safety)	300	Test Mile	\$296.00

Exhibit C

CITY OF DENTON INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

- Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
- That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000.00 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with

§406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a _____ aggregate.

Professional Liability Insurance

Professional liability insurance with limits not less than \$1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

Builders' Risk Insurance

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

Commercial Crime

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than _____ each occurrence are required.

Additional Insurance

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit D

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

Date