CITY OF AURORA AGREEMENT FOR
2020 PAVEMENT EVALUATION

THIS AGREEMENT, entered on this ____ day of _____, 2021 ("Effective Date"), for **2020 PAVEMENT EVALUATION** ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Transmap Corporation ("Proposer"), located at 5030 Transamerica Drive, Columbus, Ohio 43228.

 WHEREAS, the City issued a Request for Proposal (RFP) for 2020 Pavement Evaluation; and

 WHEREAS, the Proposer submitted a Proposal in response to the RFP and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Agreement; and

 WHEREAS, on _____, 2021, the City's awarded a contract to Proposer. (R21-xxx)

 IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Proposer's response to the RFP, to the extent it is consistent with the terms of the RFP, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

<div align="center">

Request for Proposal 20-24
20-24 Addendum No. 1

</div>

In connection with the RFP and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Proposer shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** This contract is for a one-year term, with two 1-year extensions, subject to mutual consent between the City of Aurora and the selected vendor.

4.   Compensation.

   a.   Maximum Price.   In accordance with the Proposer's Cost Proposal, the maximum price for providing the Services shall be in accordance to the Cost Proposal Form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

   b.   Schedule of Payment.   The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et.seq.)

5.   Performance of Services.

   Standard of Performance.   Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

Notwithstanding the foregoing, Proposer shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Proposer the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Proposer's performance of Services as set forth in this Agreement.

6.   Termination.

   Termination for Convenience.   The City has the right to terminate this Agreement, in whole or in part, for any reason or is sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only

for services performed up the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7.   Miscellaneous Provisions.

    a.   Illinois Freedom of Information Act. The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

    b.   Entire Agreement.   This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

    c.   Consents and Approvals.   The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

    d.   Counterparts.   This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR **CITY OF AURORA**
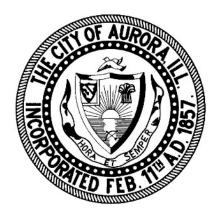
By: _____

ATTEST:

_____
    City Clerk

FOR _____

By_____

(SEAL)

(CORPORATE SEAL)

(If a Corporation)   CORPORATE NAME_____

(SEAL)

By_____
President – Contractor

ATTEST:

_____
Secretary

(If a Co-Partnership)

_____

_____

_____
Partners doing Business under the firm

_____
Contractor

(If an Individual)   _____(SEAL)

_____(SEAL)
Contractor

CITY OF AURORA
2020 PAVEMENT EVALUATION

EXHIBIT 1

(REQUEST FOR PROPOSAL 20-24)

City of Aurora
2020 Pavement Evaluation

REQUEST FOR PROPOSALS (RFP)

The City of Aurora, Illinois (City) is in need of professional services from a qualified firm for the 2020 Pavement Evaluation. As a part of the selection process, the interested consultants are required to submit a proposal to perform the requested work.

Attached are:
1. Proposal Requirements and Selection Criteria (page 2)
2. Scope of Services (page 4)

All questions must be received by 4:00 (CST) on Thursday March 12, 2020. A response to all questions received will be posted on the City's website (https://www.aurora-il.org/bids.aspx) by 4:00 PM (CST) on Monday March 16, 2020.

The proposal shall be submitted in pdf format VIA E-MAIL no later than 4:00PM (CST) on Friday March 20, 2020.

The proposal and any questions shall be addressed to Tim Weidner, P.E., Engineering Coordinator, City of Aurora, Engineering Division, 77 S. Broadway, Aurora, IL 60507, at TWeidner@aurora-il.org. Any proposal received after the above noted deadline may not be used as part of the consultant selection process.

RFP – Pavement Evaluation

REQUEST FOR PROPOSALS (RFP)

All proposal submittals must be thorough, complete and accurate. There is no page limit on the submittal.

1.   Cover letter on the firm's letterhead transmitting the proposal. Include name of the firm, local address, telephone number and name of contact person (with email address).

2.   List of relevant projects recently completed similar in nature to this project. Include a description of each project, including location, miles of street surveyed and deliverables provided. Provide a reference for each project including name, job title, telephone number, and email address.

3.   Technical approach regarding the firm's methodology to collecting data and the firm's abilities to perform the required pavement evaluation. Please note that the scope of services section expands upon what elements the consultant should address in their proposal.

4.   A list of sub-consultants, if any, who will be used on this project, and specifically what role they will play on the project team.

5.   Detailed schedule of milestones and a proposed completion date.

6.   Cost proposal detailing out the costs of the proposed services. Additional/add-on options should be clearly identified so they can be broken out separately if needed. [***The cost proposal shall be separate from the other portion of the submittal in a separate .pdf***].

<u>Selection Criteria and Weighting:</u>

The selection criteria and weightings for project selection are as indicated below.

- Firm Experience (10%). The entity's general experience, stability, and experience on projects similar to the one under consideration.
- Technical Approach (30%). Project understanding and the entity's approach to the planning, organizing, execution and management of the project effort.
- Schedule (20%). Quality of the entity's schedule, including how expeditiously the work can be completed realistically.
- Adherence to RFQ (10%). Quality of the entity's submittal including, but not limited to, spelling, providing all the information requested, and providing correct/accurate information.
- Value (30%). The costs for this project will vary depending on the consultant's approach, data collection methodology and proposed pavement management software. This category will weigh the value of the services proposed with the cost provided. This category will be reviewed last.

A selection committee comprised of staff from the City will evaluate the proposals. No interviews will be held, but the committee may reach out to individual firms to seek clarification on their proposal. The proposals will be reviewed, evaluated, and scored using the criteria and weights defined above. The proposals will be used by City staff to select the three most qualified consultants.

The top ranked firm will be notified and a final scope and hours will be negotiated. If an agreement cannot be reached with the top ranked firm, the City will start negotiations with the next highest ranked firm. Approval of the engineering agreement is subject to approval by the City Council.

The City will begin reviewing the proposals immediately with the firm selected the week of March 23rd. The City intends to have negotiations completed and a final agreement completed by Friday April 3, 2020. The City is anticipating that the agreement will be submitted to Committee on Monday April 13, 2020, with ultimate approval at City Council on Tuesday April 28, 2020.

The City of Aurora reserves the right at any time and for any reason to cancel this consultant procurement process, to reject any or all proposals, or to accept an alternative proposals. The City of Aurora reserves the right to discard any immaterial proposals. The City and/or staff may seek clarification from an offer at any time and respond promptly if there is cause for rejection. The City of Aurora will not be liable in any way for any costs incurred by consultants in replying to this request.

RFP – Pavement Evaluation

City of Aurora
2020 Pavement Evaluation
Scope of Services

The City of Aurora roadway system contains approximately 560 centerline miles (1,300 lane miles) of roadway maintained by the City. The City needs assistance in determining the current condition of its entire roadway system through a comprehensive pavement evaluation. The last pavement evaluation was completed in 2014 by a vendor utilizing proprietary inspection equipment and proprietary computer software.

The City is primarily looking for the consultant to provide the data collection and data processing services. The consultant will be expected to provide a draft 5-year program and training for the selected pavement management software. It is anticipated that City staff will run the software long-term and determine the City's yearly resurfacing program. The services provided shall include:

- The consultant should be responsible for survey data collection and rating the pavement condition of each City roadway. Data collection shall be conducted during optimal conditions to provide high quality data. Data collection shall not occur in rain, snow, fog, or in any condition that will adversely affect data quality. The pavements shall not be wet/damp or have snow/ice or standing water on them at the time of collection.
- In addition to collecting the pavement condition data described above, the firm will also be responsible for processing the data to compute the pavement condition metrics. Each roadway should have a pavement condition rating. A range of 0 to 100 (with 100 being a brand new street in excellent condition) is preferred but other options will be considered.
- The consultant should provide the appropriate quality control (QC) procedures for the project and certify that the data collection equipment is properly calibrated and is in working condition before collecting data. The consultant should have a set schedule to validate that the equipment is still meeting certification targets on a set of control segments. A data quality management plan should be prepared and submitted prior to data collection.
- The software should be able to analyze different pavement maintenance strategies and analyze different budget scenarios. The software should be able to, at a minimum, analyze budgets that:
  - Maintain a Specific Pavement Condition Number
  - Maintain Current Funding Levels
  - Provide a Balanced Option based on a combination of the first two

- Ideally the software will be able to do the following as well:
  - Force certain roadways to be rehabilitated in a determined year to correspond with a utility project or other priorities in the City.
  - Exclude from the analysis certain roadways that will be resurfaced or reconstructed by other means (such as part of a federally funded project, part of a future development project, etc.).
  - Categorize the roadways into different groups for analysis. Currently the City breaks down roadways into 11 different groups. Arterials/Collectors are one group, and then the 10 other groups are the "neighborhood streets" in each of the City's 10 wards. Each ward has a minimum and maximum amount of money that must be spent on roadway resurfacing each year.
  - Have the ability to populate data from the software back into the City's GIS system.
- The consultant should provide a draft 5-year program starting in 2021. The program should include recommended amounts of preventative maintenance and other pavement preservation strategies.
- The consultant shall provide training of the software at the City.
- The consultant should provide the software itself.
- Subgrade pavement performance is not required but can be shown as an additional service.
- Any sort of right of way asset data collection is NOT needed.
- A detailed pavement management report or presentation is NOT required.

It is assumed the consultant will make one major submittal to the City in conjunction with the training session(s). The submittal will consist of the data collected, in the particular software needed to run the roadway data, and the software itself for future iterations. Before the data is transmitted to the City, it shall have gone through a QC process by the consultant. The consultant should also have run through various scenarios and drafted a 5-year plan for discussion at the training session. The base fee shall also include one round of revisions to the draft 5-year plan.
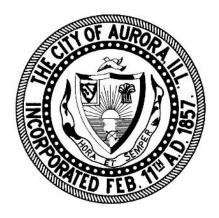
This submittal shall be delivered by October 30, 2020 at the latest. If the schedule provided in the proposal has a delivery date earlier in the year, it will likely garner higher points in the "Schedule" category. The awarded contract will include provisions related to receiving the submittal by the proposed deadline and potential penalties for unapproved contract extensions. The one round of revisions can take place after October 30, 2020.

RFP – Pavement Evaluation

The City is open to various options for the collection and analysis of the data. Due to the varying types of data collection methodology and software available, the proposal should discuss the following items (whether in the approach, cost, schedule, references, etc.):

- How is the data collected? Is it by Digital Survey Vehicle (DSV), visual inspection, or some other methodology? If there are options for the City to perform any data collection themselves (renting equipment, etc.), please describe.
- How is the data processed? Is data processed automatically (through computers or artificial intelligence), through human analysis, or some other methods?
- Can the data collection method identify the roughness, using the International Roughness Index (IRI)?
- Are digital images collected? How often and are they geo-referenced?
- What condition rating standard is being used? Pavement Condition Index (PCI) or some other rating system?
- What pavement management software is used (PAVER, proprietary software, etc.). If proprietary software is used, can the data be integrated with PAVER or any other existing commercially available software?
- Can the software analyze everything described above (force roadways in certain years, exclude roadways, group into categories, etc.)?
- Can the software analyze a program longer than 5 years?
- How long has the consultant been in business?
- The cost proposal should include all software costs, both for initial installation and any yearly subscription/support, if needed.
- Is there GIS integration? Can data from the software be populated back into the City's GIS system?

The City utilizes Esri for its GIS system. The roadway centerline shapefiles contains information such as approximate road width, speed, maintenance information, last known resurfacing date (if any), etc. If the consultant would like to review the City's GIS files, a sample segment can be provided on an individual basis by contacting Tim Weidner at TWeidner@aurora-il.org.

The cost proposal should be based on 560 centerline miles and 1,300 lane miles. The exact amount of testing and any additional scope modifications will be determined in negotiations after consultant selection. The initial proposal shall include a per mile modification for lane miles over 1,300.

City of Aurora
2020 Pavement Evaluation

ADDENDUM 1

Due to the recent events with Coronavirus Disease 2019 (COVID-19), the City has extended the due date for this RFP.

The following items have changed related to the schedule.

1. The proposal due date has changed from 4:00PM (CST) on Friday March 20, 2020 to **4:00PM (CST) on Friday April 3, 2020.**
2. The City will begin reviewing the proposals immediately with the firm selected the week of April 6th.
3. The City intends to have negotiations completed and a final agreement completed by Friday April 17, 2020.
4. The City is anticipating that the agreement will be submitted to Committee on Monday April 27, 2020, with ultimate approval at City Council on Tuesday May 12, 2020.
5. The preferred submittal delivery date is still no later than October 30, 2020. However, the consultant can choose to submit a schedule showing a November 13, 2020 completion date.

EXHIBIT 2

(COST PROPOSAL 20-24)

City of Aurora, IL

Pavement Management Program Roads

Task	Description	Comments	Units	Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles) Roads	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution. Ground-based LiDAR - Approximatly 1,300 lane miles collected	530	$107.99	$57,234.70
1b	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (Mr. SID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis)	1	$7,495.00	$7,495.00
1c	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields and ID's for loading the file into MicroPAVER.	12	$109.00	$1,308.00
1d	ASTM D6433 Network Level Formatting - (units = centerline segments)	ASTM D6433 distress standards - Pavement width included - Price includes field verification (walkout)	5,395	$6.40	$34,528.00
1e	GIS Integration - (units = hours)	Transmap will link all PCI data to the Agency's centerline file.	10	$109.00	$1,090.00
1f	MicroPAVER Load (units = lump sum)	Formatting distress data and centerline file for mass load into MicroPAVER	1	$2,475.00	$2,475.00
1g	Pavement Management Practice Definition "Boot Camp" (price is lump sum)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans. Full Bootcamp including Alleys	1	$3,850.00	$3,850.00
1h	Reporting (units = hours)	Full reporting including Alleys - Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity - Final pavement plan presented to council pavement performance curve included	44	$137.00	$6,028.00
1i	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates - Kick-off meeting	68	$109.00	$7,412.00

| | | | | *Subtotal* | *$121,420.70* |

Pavement Software/Training

Task	Description	Comments	Units	Price	Total
2a	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the Agency. This pricing is based on the Agency having at least one registered APWA member. This is a download that comes with 2 installations.	1	$995.00	$995.00
2b	MicroPAVER Software Annual Maintenance	Maintenance after first year - MicroPAVER will be in the Agency's name and the Agency will be responsible for future maintenance after the first full year after installation		$550.00	
2c	On-Site MicroPAVER I Training (units = days)	Transmap will provide MicroPAVER I Training - This is a 2-day class that goes over every phase of MicroPAVER work flow.	2	$3,200.00	$6,400.00

| | | | | *Subtotal* | *$7,395.00* |

City of Aurora, IL

Pavement Management Program Alleys

Task	Description	Comments	Units	Price	Total
3a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles) Alleys	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution. Ground-based LiDAR	11	$127.00	$1,397.00
3b	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (Mr. SID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis)	1	$1,195.00	$1,195.00
3c	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields and ID's for loading the file into MicroPAVER.	5	$109.00	$545.00
3d	ASTM D6433 Network Level Formatting - (units = management sections)	ASTM D6433 distress standards - Pavement width included - Price includes field verification	117	$6.40	$748.80
3e	GIS Integration - (units = hours)	Transmap will link all PCI data to the Agency's centerline file.	4	$109.00	$436.00
3f	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates - Kick-off meeting	5	$109.00	$545.00

Subtotal   *$4,866.80*

Transmap Corporation   April 30, 2021

City of Aurora, IL

Task	Description	Comments	Units	Price	Total
5a	Sidewalks/ADA Ramps (units = centerline miles)	Attributes include; street name, unique ID, unique ID (street centerline), Sidewalk (surface type), ADA Ramp (truncated dome, color)	530	$52.99	$28,084.70
5b	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	12	$109.00	$1,308.00
5c	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	32	$109.00	$3,488.00

Subtotal   *$32,880.70*

City of Aurora, IL

Task	Description	Comments	Units	Price	Total
4a	Striping/Markings/Crosswalks (units = centerline miles)	Attributes include; street name, unique ID, unique ID (street centerline), type (color), type for crosswalks	530	$43.50	$23,055.00
4b	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	8	$109.00	$872.00
4c	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	26	$109.00	$2,834.00

| | | | | *Subtotal* | *$26,761.00* |

City of Aurora, IL

Task	Description	Comments	Units	Price	Total
6a	Point Asset Trees (units = centerline miles) Rates based on standard attributes	Transmap will collect ROW and medium trees - Standard attributes include; street name, unique ID, unique ID (street centerline)	530	$72.00	$38,160.00
6b	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	9	$109.00	$981.00
6c	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	43	$109.00	$4,687.00

| | | | | *Subtotal* | *$43,828.00* |

City of Aurora, IL

Task	Description	Comments	Units	Price	Total
7a	Curbs (units = centerline miles)	Standard attributes include; street name, unique ID, unique ID (street centerline), type	530	$34.50	$18,285.00
7b	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	12	$109.00	$1,308.00
7c	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	22	$109.00	$2,398.00

Subtotal   *$21,991.00*