



StreetSaver® Technical Support Services Agreement

This Agreement is between the Metropolitan Transportation Commission ("MTC") and the agency or entity contracting to receive StreetSaver® technical support services (the "Services"), as specified in the signature block below ("the Subscriber").

A. ELIGIBILITY

To be eligible to enter into this Agreement, Subscriber must have a valid license to the StreetSaver® Software, as set forth on MTC's website (www.streetsaveronline.com).

B. TECHNICAL SUPPORT SERVICES

In consideration of Subscriber's payment of the fees described in Article D below and its compliance with the other terms and conditions of this Agreement, MTC agrees to provide to Subscriber the Services described below. Such Services shall be provided by a third party under contract with MTC ("MTC Contractor"). Subscriber shall check and initial the Services below:

(1) ☐ Initialed: Subscriber: _____

(a) **Standard Support.**

- i. **Software Support.** During normal business hours (8:00 am. to 5:00 p.m. Pacific Time, holidays excepted) MTC Contractor shall provide Subscriber by telephone, fax number and e-mail with technical assistance regarding the Licensed Software, its functionality, database, operations, utilities and supporting documentation, subject to the limitation on liability set forth in Article G. Standard support does not include assistance with Microsoft® SQL Server database, Subscriber's GIS base map integration and third party GIS applications, database conversion, and services set forth in Article B(2).
- ii. **Software Updates.** MTC makes available to all StreetSaver® Software licensees each minor and major functional release of the StreetSaver® Software intended to replace a prior Software release that MTC makes generally available without additional charge. Maintenance releases are provided as needed in response to licensee inquiries.
- iii. **Bug Fixes.** MTC shall exercise commercially reasonable efforts to correct any reproducible malfunction of the Software reported to MTC Contractor by a StreetSaver® Software licensee that prevents the Software from performing in accordance with the operating specifications described in the then current documentation.
- iv. **Training.** MTC shall provide Subscribers with one training per year regarding the Licensed Software at the MTC (or other) facility at no extra charge.

(2) ☒ Initialed: Subscriber: _____

(a) **Custom Support.**

MTC shall provide Subscribers with Services tailored to Subscriber's needs. Scope of work may include database conversion and audit, asset management implementation, data collection, performing investment analysis, on-site software training and presentation, developing performance curves, custom programming, and other Services as specified by Subscriber.

B. CONDITIONS OF SERVICE

MTC reserves the right to change the Services at any time, effective as of the commencement of any renewal period.

C. TERM AND TERMINATION

(1) Term.

- i. Standard Support. The Standard Support shall be provided for a term of one (1) year on the date payment for the Services and a signed hard copy of this Agreement is received by MTC and shall be extended automatically for one (1) year period, provided timely payment is received by MTC, unless terminated by either party as provided herein.
- ii. Custom Support. The Custom Support will expire upon completion of the scope of work.

(2) Termination.

- i. Standard Support. Subscriber may terminate the Services at any time by giving MTC thirty (30) days prior notice, provided however, that if Subscriber terminates the Services in the middle of an annual Term, Subscriber is not entitled to a refund for the period in which the Services are not used. Either party may terminate the Services if the other party breaches any material term or condition of the Services terms and conditions and the breach is not remedied within thirty (30) days after receiving written notice of the breach.
- ii. Custom Support. Subscriber may terminate the Services for convenience or default. Upon receipt of notice of termination, MTC shall stop work immediately. MTC will be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables.

D. FEES AND PAYMENT

(1) Fees.

- i. Standard Support. The standard fee for the first year of the Services for any licensed StreetSaver® Software is specified on the Web site (<http://www.streetsaveronline.com/>). For additional Software licensed after Subscriber's initial order for which Services are purchased, the term of the Services for such additional Software will be modified and the fee pro-rated to coincide with the original period of Service, so that the terms shall coincide.
- ii. Custom Support. The fees will be based on the scope of work agreed to by Subscriber as described in Attachment A, Order Acknowledgment, attached hereto and incorporated herein by this reference.

(2) Payment.

- i. Standard Support. MTC shall submit the first invoice upon receipt of a signed copy of this Services Agreement from Subscriber. MTC shall invoice Subscriber at least thirty (30) days in advance of the expiration of the Term to allow Subscriber to renew the Agreement. Fees are payable in advance and due within net 30 days from receipt of MTC's correct invoice or for ongoing Services, prior to expiration of the Term.
- ii. Custom Support. MTC shall submit invoices for services rendered on a monthly basis, and final invoice upon completion of work.

E. EXCLUSIONS

MTC shall have no obligation to support:

- (1) Software modified without MTC's written consent;
- (2) Use of the Software other than in accordance with the documentation;
- (3) Software installed on any computer hardware or in combination with other software, except as specified in the documentation.

F. SERVICES NOT INCLUDED

Unless included in Custom Support specified in Attachment A, the Services do not include any of the following:

- (1) custom programming services;
- (2) on-site support, including installation of hardware or software;
- (3) support

of any software not covered by a valid StreetSaver license agreement; (4) on-site training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

G. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, MTC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION REGARDING ACCURACY OR AVAILABILITY. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL MTC BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No MTC agent or employee is authorized to make any modification or addition to this limitation of liability.

H. GENERAL

This Agreement constitutes the entire agreement of the Parties with respect to matters set forth in this Agreement and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to such matters. The headings in this Agreement are included principally for convenience and shall not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of you or MTC. If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement will remain in full force and effect.

This Agreement is governed by the laws of the State of California, without reference to any choice-of-law principles. Any action, proceeding, or complaint filed or instituted by any you or MTC to enforce any provision of this Agreement must be brought exclusively in the state courts in the County of Alameda, California or in the United States District Court for Northern District of California; and you and MTC each consent to personal jurisdiction in California.

Should you have any questions concerning this Agreement, you may contact MTC by writing to:

Metropolitan Transportation Commission
375 Beale Street, Suite 800
San Francisco, CA 94105
Attn: StreetSaver® Program Manager
E-mail: pavement@mtc.ca.gov

The undersigned Subscriber agrees to the terms and conditions of this Agreement. A signed hard copy of the Agreement, mailed to MTC at the address set forth above, shall constitute a binding contract between MTC and the Subscriber.

Print Firm or Agency Name: City of Salinas, California
Print Name and Title of Authorizing Official:
Date:



Metropolitan Transportation
Commission
375 Beale Street, Suite 800
San Francisco, CA 94105-2066
ATTN: Mr. Sui Tan, stan@mtc.ca.gov

Order Acknowledgment

Fax: 415-536-9800
Phone: 510-400-8428

Purchase Order # _____

Bill To:	Ship To:
	City of Salinas, CA
City of Salinas – Public Works	
Salinas, CA	
E-mail:	E-mail:
Phone No.: (407) 382-5222	Phone No.

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Technical Support Service – PMS Implementation for City of Salinas, CA		\$214,435.00

The terms and conditions of this Order Acknowledgement are incorporated into and form a part of the StreetSaver Technical Support Services Agreement. MTC will provide services to Subscriber as listed below.

Item 1: Data Conversion (\$39,750)

Data conversion to StreetSaver for the City of Salinas, CA. The scope of work includes:

- 1) Extract approximately 1,500 sections of street network from Subscriber provided Excel file to set up a new SQL Server database for StreetSaver that includes:
 - a) Pavement section data (This conversion will convert street segment basic information such street name, begin/end locations, length, width, functional class, surface type)
 - b) Maintenance and rehabilitation history
- 2) One-time batch update of pavement attribute data for surface type, functional class, length and width once correct information is verified in the field. Additional batch will be based on \$1.00/section/attribute.
- 3) Provide a test server of the converted database for Subscriber's verification and acceptance
- 4) Provide one year of StreetSaver Subscription at \$2,500/year based on 1,500 sections.

This quote does not include:

- Set up of decision trees
- Set up of treatment unit costs
- Conversion of data not specified on the StreetSaver GIS Section Import Information form

Upon notification that the test server is ready, Subscriber will be provided with login credentials and have 2 weeks to review and accept their converted database. After that, any modification to the database will require a subsequent technical service plan unless otherwise specified in this Order Acknowledgement.

Item 2: GIS Mapping Integration and Linkage (\$13,940)

Provide GIS mapping integration to StreetSaver using Subscriber provided GIS Centerline shapefiles. Subscriber will fill out a StreetSaver GIS Toolbox Custom Shapefile Worksheet. The scope of work includes:

- 1) Integrate agency's Centerline shapefile (base map) to StreetSaver.
- 2) Provide integration of up to four (4) additional layers of shapefiles besides the base map at time of order. The number of additional layers of shapefiles must be identified at the time of the order. Any additional layers requested after such time will be subject to an additional charge. See Notes below.
- 3) Upon notification of the map is ready, user has two (2) weeks to review and accept. After that, any modification to the GIS mapping will require a technical service plan.
- 4) Link approximately 1,500 individual pavement sections to GIS base map. If there are irregularities in GIS base map, full linkage will not be guaranteed.

Notes:

1. Exact matching (i.e. fully linked) of the StreetSaver data to the agency's shapefile cannot be guaranteed.
2. This is a one-time GIS mapping integration charge and does not cover subsequent additional or update of GIS layers. Additional layers can be integrated at \$250/layer.
3. GIS integration is based on using agency's GIS map plus 4 additional layers. Any Inventories greater than 5,000 sections must request a quote.
4. Agency's Centerline shapefile needs to include a Unique ID field with a data type of Integer. If it does not, one will be created for you. These ID values must be maintained by the Agency for subsequent updates of new streets unless the Centerline shapefile has StreetID and SectionID information included. MTC will provide link to download shapefile from StreetSaver for update if needed.

Item 3: Condition Assessment (\$84,045)

Pavement Condition Survey of approximately 260 centerline miles, estimated 560 lane miles, and budget analysis using MTC's StreetSaver PMS. For details, see Attachment B for work scope on condition assessment.

Item 4: Inventory of Manholes and Inlets (\$72,250)

The work scope includes building inventory of various types of manholes, SD inlets, vaults, and valves ("Non-pavement Items") of the City of Salinas ("City") during the pavement management system ("PMS") update project. The Non-pavement Items are located in the City's pavement area inside of pavement edges or curbs. For details, see Attachment C for work scope on inventory of manholes, etc.

Item 1: Pavement Rating and StreetSaver Software Training (\$4,450)

Two 4-hour training classes are included in one day. The first portion of the class will be on distress collections and data entry. A portion of this class will be in the field and will require staff to survey current road conditions on streets near training site. The second portion of the class will cover basic StreetSaver operations, including how to access the program and setup various user accounts, and an overview of the features available. Topics to be covered will include:

- Creating or editing street sections
- Entering maintenance and rehabilitation treatments
- Setting up decision tree
 - Unit costs
 - Treatments
 - Time intervals
- Creating budget scenarios
 - Needs analysis

- Project selection tools
- Budget-driven analysis
- Target-driven analysis
- Generating reports
 - Pre-defined reports
 - Budgetary reports
 - Custom reporting tool

All materials for both classes will be provided by MTC and will be based on the City's StreetSaver database. It is assumed that the classes will be conducted on-site and will include no more than 4 staff members. It is assumed that computers will be provided by the City as well as Internet access.

SUBTOTAL	\$214,435.00
(Applicable for California Agencies only – use your County's Sale Tax) SALES TAX (8.00%)	0.00
SHIPPING & HANDLING	0.00
TOTAL	\$214,435.00

Please email the completed Order Form to Metropolitan Transportation Commission, and include Purchase Order Number (applicable for public agencies) with your order. For credit card payments, an invoice will be sent with a link to PayPal for payment. You may also fax the completed form to MTC at 415-536-9800. If you have any questions, please call 510-400-8428.

APPROVAL: _____ **Date:** _____
 (Authorized Signature)

1 THE SCOPE OF WORK

The work scope includes evaluation and documentation of the condition of approximately 260 centerline miles, estimated 560 lane miles, of the City of Salinas ("City") paved road using MTC's StreetSaver pavement management system. There will be four major tasks including QC, budget analysis, report and close-out meeting with deliverables.

TASK 1: Project Kick-Off

- Adhara will conduct a kick-off meeting with staff members of the City to establish communication channels; review the work scope and deliverables; gather available information; and obtain a thorough understanding of the goals for the project.
- We will discuss the following as a part of administrative matters:
 - Communication channels between Adhara and City (identify points of contact for each party)
 - StreetSaver® access information and permission for its use
 - The work scope and deliverables
 - Maintenance and Rehabilitation ("M&R") practices (policies/procedures), records and costs
 - GIS base-map, existing Pavement GIS and Orthophoto, if available
 - Public safety concerns, requirements, and procedures
 - GIS implementation and non-pavement asset issues, if any
 - City will provide street sweeping route map and schedule to Adhara.
 - City's requirements and other issues, if any

Deliverables for this task:

- Updated work scope

TASK 2: Inventory Review, Survey, and QC

TASK 2-1: Inventory Review and Updates

- In conjunction with the "Building PMS Inventory" project, Adhara reviews the result and updates if necessary.

TASK 2-2: Pavement Condition Survey and QC

TASK 2-2-1: Condition Survey

Adhara will perform pavement survey on sections in the work scope list. The City will determine the list of sections to be surveyed. For 260 centerline miles of road, 280 lane miles of survey is estimated. The automated system that Adhara will use will be performed according to distress definitions and descriptions in the MTC-published "Pavement Condition Index Distress," 4th Edition, March 2016, and the "Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements," 3rd Edition, March 2016. Adhara will use their method to complete the automated survey and provide the inspection data in the format of distress type, severity, and quantity through the City's pavement management database. Adhara will follow the

MTC-published “A User’s Guide for Semi-Automated Pavement Distress Data Collection,” October 2007. If the StreetSaver is ready for 8-distress data collection method, split Raveling and Weathering distresses, at the time of survey, Adhara will apply 8-distress data collection method.

- Adhara will prepare field routing plan for all sections in the work scope.
- Adhara will migrate all section information to Adhara’s data collection system.
- Adhara will perform field evaluation of the City’s streets by using its proprietary data collection system, uniSURVEY, and uniANALYZE software to digitally record and process pavement distresses. The standard survey method captures more than 30% of the City street network’s pavement section area.
- uniANALYZE will compute the quantity and severity of each distress type based on MTC’s StreetSaver® manual of practices and procedures.
- The pavement inspector will directly enter non-pattern pavement distress data into uniSURVEY during the survey.
- Adhara will survey minimum 25% of each managed section area. Mostly, this will be accomplished by surveying 1 lane out of 2 lanes.
- Adhara will perform data entry for all distresses found during pavement inspections into StreetSaver®. Adhara will then calculate PCI using StreetSaver®.

TASK 2-2-2: Quality Control Plan (QC Plan)

Below items are the specific details of Adhara’s Quality Control Plan

- All Adhara inspectors will demonstrate the qualifications, and experience necessary to competently carry out the data collection and inspection.
- Adhara will implement a QC Plan by re-inspecting an additional minimum 5% of the total number of sections of the work scope for the QA/QC procedure. At least 50% of additional test sections must be within 5 PCI points of the PCI values evaluated in the initial survey, and not more than 12% of additional test sections can be larger than 15 PCI points of the PCI values evaluated in the main survey.
- Evaluated PCI will be compared against the deterioration curve of the section (expected, or calculated PCI) to check if the PCI is off unexpectedly.
- Adhara will compare traveled DMI length and length of section inventory and list up sections with length discrepancies.
- Adhara will coordinate with City staff to review the resulted PCI values and section length discrepancies for approval.
- GIS and inventory updates will be finalized.

TASK 2-2-3: Data Entry

Upon completion of QC, Adhara will finalize the condition inspection data of the PMS database. In addition, Adhara uploads M&R work into the system and calculates PCIs.

Deliverables for these tasks:

- Updated StreetSaver® database for inventory, recent M&Rs, and survey
- Updated GIS
- Inventory discrepancy list for corrections, if any

TASK 3: Pavement condition and budget analysis, and report

- Adhara will analyze the pavement condition of the City road network.
- Adhara will review M&R strategies with the City. This will include the recommendation and selection of appropriate treatments such as chip seals or overlays, and the determination of treatment unit costs.
- Reviewing/developing the M&R decision tree is a critical step in any PMS implementation as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. Adhara's Project Manager will interview with the City staff to refine the City's treatment decision tree within StreetSaver® and determine appropriate unit cost.
- Following MTC's guideline for Budget Options Report, Adhara runs five year Budget Needs analysis using StreetSaver tools. Adhara then analyzes four budget scenarios, unconstrained, current budget level, maintaining current PCI, and increasing PCI.
- Based on the result of budget scenario analysis, Adhara suggests a budget model best fit to the City.
- Soft copy of Survey and Budget Options Reports will be provided to the City for review and comment.

Deliverables for this task:

- Soft copy of Survey and Budget Options Reports
- Draft PMP Certification letter

TASK 4: Debrief Meeting

Upon completion of reviewing and updating reports, Adhara will conduct a project meeting with City staffs to debrief the project.

Deliverables for this task:

- Updated PMS database and ArcGIS layer if necessary
- Five hardcopy of reports
- A CD/DVD containing electronic copies of reports & supplemental files
- Any other deliverable items defined in the kick-off meeting
- Debriefing presentation

TASK 5: Training

Training course to transfer pavement management system concepts and StreetSaver knowledge will be provided to six (6) City's engineering staffs.

1 THE SCOPE OF WORK

The work scope includes building inventory of various types of manholes, SD inlets, vaults, and valves ("Non-pavement Items") of the City of Salinas ("City") during the pavement management system ("PMS") update project. The Non-pavement Items are located in the City's pavement area inside of pavement edges or curbs. The City's PMS update project is scheduled in May – June, 2015.

In order to utilize field work of PMS Update project, Adhara will add an extra camera for 25 feet wide imaging in addition to the existing 12 feet wide imaging. Since PMS Update project requires 1 lane survey for 2 lanes of inventory, Adhara will collect images for other direction, not selected for PMS update project, for Non-pavement Items inventory project only. If the width of the road for one direction is wider than 25 feet, there will be an additional imaging.

There may be hidden Non-pavement Items if they are blocked by other moving or parked cars.

The City maintains approximately 260 centerline miles of paved roads, estimated 560 lane miles. For Approximately 280 lane miles, imaging of Non-pavement Items is done during the PMS Update project. For another approximately 280 lane miles, Adhara will conduct the field work for Non-pavement Items only.

Based on given estimated number of Non-pavement Items by the City, the City owns 8,200 Non-pavement Items while utility companies own 10,350 Non-pavement Items. In this project, City owned 8,200 Non-pavement Items are to be inventoried.

The City will provide Adhara with pictures of Non-pavement Items to identify City owned Non-pavement Items.

Found Non-pavement Items will be presented in the ArcGIS compatible layer with attributes described later.

TASK 1: Project Kick-Off

- After the Pavement Management System ("PMS") Update project kick-off meeting, Adhara will conduct a kick-off meeting with staff members of the City to establish communication channels; review the work scope and deliverables; gather available information; and obtain a thorough understanding of the goals for the project.
- The following will be discussed as a part of administrative matters:
 - Communication channels between Adhara and the City
 - The work scope and deliverables
 - GIS base-map, and Orthophoto, if available
 - Images of Non-pavement Items
 - Public safety concerns, requirements, and procedures
 - City's requirements and other issues, if any

Deliverables for this task:

- Updated work scope if necessary

TASK 2: Inventory

- Adhara will create a routing map in addition to the PMS Update project routing map.
- Adhara will take 25 feet wide images, downwards covering curbs, simultaneously with the PMS Update project.
- Additionally, Adhara will take 25 feet wide images for the lanes not selected for the PMS Update project.
- Adhara identifies Non-pavement Items from the image and locate them in the GIS layer
- Adhara identifies type of Non-pavement Items from the image and adds it as a GIS attribute.
- Type of Non-pavement Items is as follows:
 - o SD MH
 - o Catch Basin
 - o SS MH
 - o Flushing Inlet
 - o ATT MH
 - o PGE MH
 - o PGE Valve
 - o PGE Vaults
 - o Water Valve
 - o ATT Vaults
 - o City Monuments
 - o Detector Hand Hole
 - o Etc.
- If type of Non-pavement Items cannot be identified using images, “Unknown” type will be used.
- Adhara reviews location of found Non-pavement Items on the given Orthophoto.

Deliverables for this task:

- Preliminary GIS layer of Non-pavement Items inventory

TASK 3: Report

- Adhara will summarize the project in a project report.
- Adhara will submit a draft report to the City for review and comment.

Deliverables for this task:

- Draft project report
- GIS layer of Non-pavement Items inventory for approximately 8,200 items.

TASK 4: Close-out Meeting

Upon completion of reviewing and updating reports, Adhara will conduct a project close-out meeting with the City staffs to debrief the project.

Deliverables for this task:

- Debriefing presentation
- Requested number of hardcopies of report
- A CD/DVD containing electronic copy of report & supplemental files
- Any other deliverable items defined in the kick-off meeting
- Debriefing presentation

