

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of May, 2016, by and between **IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC** hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of ***Request for Proposals for Pavement Management Services, Traffic Control Sign Inventory, Pavement Markings Inventory and Sidewalk Inventory for the City of Grand Island***, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultant submitted the best qualifications based on the evaluation criteria listed in the Request For Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the ***Request for Proposals*** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached ***Request for Proposals for Pavement Management Services, Traffic Control Sign Inventory, Pavement Markings Inventory and Sidewalk Inventory for the City of Grand Island*** and in the attached ***Request for Proposals*** as submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's qualifications;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of ***One Hundred Ninety Four Thousand Three Hundred Sixty Five and 00/100 Dollars (\$194,365.00)*** for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached ***Request for Proposals for Pavement Management Services, Traffic Control Sign Inventory, Pavement Markings Inventory and Sidewalk Inventory for the City of Grand Island***.

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its sub-consultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC

By  _____

Title Member / Manager

CITY OF GRAND ISLAND, NEBRASKA,

By  _____
Jeremy L. Jensen, Mayor

Attest:  _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

 _____
Stacy Nonhof, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-consultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any sub-agreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

Scope, Budget, & Schedule Memorandum



IMS Infrastructure Management Services
 1820 W. Drake Dr. Suite 104. Tempe, AZ 85283
 Phone: (480) 839-4347 Fax: (480) 839-4348
 www.ims-ist.com

To: Tim Golka, P.E., Project Engineer **Date:** April 22, 2016
From: Jim Tourek, Manager of Client Services **Project:** City of Grand Island
Subject: Scope, Budget, & Schedule **Project No:**

DETAILED PROJECT SCOPE

Task	Description	Activities	Deliverables
Base Project Activities:			
1.	Project Initiation & Kick-off Meeting	<ul style="list-style-type: none"> Conduct kick off meeting confirming scope, extent and content of surveys, set milestones and deliverables. Confirm key contacts, roles and responsibilities, and project documentation. Identify location of key data elements such as traffic data, GIS, existing roadway inventories, historical data, and pavement management data. Identify deficient data and the means to obtain it. Provide data QA plan to City. Confirm phases of the work and invoicing methodology. 	Technical memo detailing scope of work, budget and deliverables.
2.	Network Referencing & GIS Linkage	<ul style="list-style-type: none"> Complete a brief review of the City's current GIS environment and assess suitability for pavement management purposes. Using the City's existing GIS centerline topology, update existing street inventory for use in Cartegraph and create a fixed link between the inventory and GIS using a unique identifier. Include street number and block order in referencing. Harmonize street names between GIS and Cartegraph (Note: GIS wins any differences). Link each segment to its parent GIS section. Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc. If not available, devise plan to obtain them. Create survey maps for use by the RST and client review. 	Survey maps and inventory for use on the project.
3.	Mobilization/Calibration, Map Review, & Pre-Survey Meeting	<ul style="list-style-type: none"> Mobilize surface distress, roughness, and rutting testing equipment to project. Crew to review the survey maps with the City. Demonstrate the equipment to the City. Calibrate equipment. 	Equipment calibration results
4.	Pavement Condition Field Data Collection	<ul style="list-style-type: none"> Complete single pass testing on local roads and double pass testing on majors; collect ASTM distresses and attributes at 100-foot intervals on a block by block basis. IMS will survey approximately 300 centerline miles of roadway. 	Complete two passes on major roadways. Approximately 375 test miles.

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	<ul style="list-style-type: none"> • Possible expansion of distresses to a modified ASTM D6433 protocol. Distresses to include longitudinal, transverse, alligator, and block cracking, raveling, bleeding, patches/potholes, rutting, roughness, and distortions. • Laser based RST will incorporate the use of 11 lasers and rate gyroscopes, digital images, touch screen event board, and GPS acquisition. • Dual wheel path testing collecting International Roughness Index (IRI) data. 	
5.	<p>Pavement Attributes Data Collection</p> <ul style="list-style-type: none"> • Collect/confirm attributes in the field such as curb presence by segment (C&G, ditch, none). • Collect/confirm asphalt height above lip of gutter using a 3 severity approach where low is flush; moderate is over lip but < 1"; and high is > 1". • Roadway cross fall - report average on a section basis. • Edge drop-off – record edge drop-off into categories of low (< 4"), moderate (4"- 8"), severe (> 8"). 	<p>Complete two passes on major roadways. Approximately 375 test miles.</p>
6.	<p>Condition Data Shape File/ KMZ File Development & Delivery</p> <ul style="list-style-type: none"> • Develop shape files for City distribution. • Sectional data to be plotted. • Up to 3 pavement shape files will be developed for the City. The files can illustrate the results of the survey. 	<p>Delivery of shape files.</p>
7.	<p>OCI Spreadsheet Development (by Segments) & Summary Report</p> <p>Following the field surveys and data processing, complete the following analysis:</p> <ul style="list-style-type: none"> • Present status and OCI report in Excel format c/w OCI charts and backlog. • Fix all needs analysis, budget and summary report. • Budget driven analysis (\$/yr estimate). • Integrate City capital plans and "must do's" (\$ to hit set OCI and backlog target). 	<p>Draft analysis and report. Up to 5 models/ budget analysis options will be completed.</p>
8.	<p>Project Management</p> <ul style="list-style-type: none"> • Provide client with periodic e-mail updates and reports. • Meetings to be completed on-site and by conference calls. • Complete project administration and invoicing. 	<p>Status reports and invoices</p>
9.	<p>Operating Parameters, Analysis & 5-Year M&R Work Plan</p> <ul style="list-style-type: none"> • Review and update the distress protocols used in the collection of condition data being loaded into Cartegraph. • Review existing Cartegraph operating parameters – performance curves, rehab strategies, unit rates, etc. • Provide recommendations to enhance the operating parameters of the Cartegraph software. Updates to be made thereafter. • Review and update the methodology utilized to calculate the Overall Condition Index score. 	<p>Technical memo of data collection protocols. Memo detailing the results of the operating parameters review.</p>
10.	<p>Consultant-led 6-hour Workshop at City</p> <ul style="list-style-type: none"> • Provide client with feasibility, cost and useful life of the various preventive maintenance treatments for asphalt and concrete pavements • Review the Principles of Pavement Management and how to keep the system up-to-date. 	<p>1-day, 6-hour session with consultant with pavement expertise.</p>
11.	<p>Digital Image Data Collection</p> <ul style="list-style-type: none"> • On all roadways, perform GPS and forward-view digital images data collection. Local roadways will receive a single pass. • 1 forward facing camera will be utilized to capture images at 25-foot intervals. 	<p>Forward-view digital Images at 20-foot intervals.</p>

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12. & 12 a-c.	Network Camera Angles (3-Views) for Asset Development & Database Development	<ul style="list-style-type: none"> • Mount 3-digital cameras on RST van for capturing multi-view video. • Collect video tape of City's ROW network (3-views) for processing and asset database development. • Utilize field collected video in conjunction with the development of an asset library (Sidewalks, Traffic Control Signs & Pavement Markings). • Develop a Master Asset List used to define attributes. • Utilizing the right of way digital images and GPS data, develop a detailed ROW Asset inventory for entire roadway network. • Note Asset condition using Good/ Fair/ Poor notations. • Utilize RST imagery, aerial photos and in-house GIS tools to place signs in a positional-correct manner. 	<p>Process video tape of City's ROW network (3-views) Supply City with video in h.264 format on a terabyte external hard drive.</p> <p>Technical memo with City - approved MAL attributes. Personal geodatabase with asset inventory.</p>
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ANTICIPATED PROJECT SCHEDULE

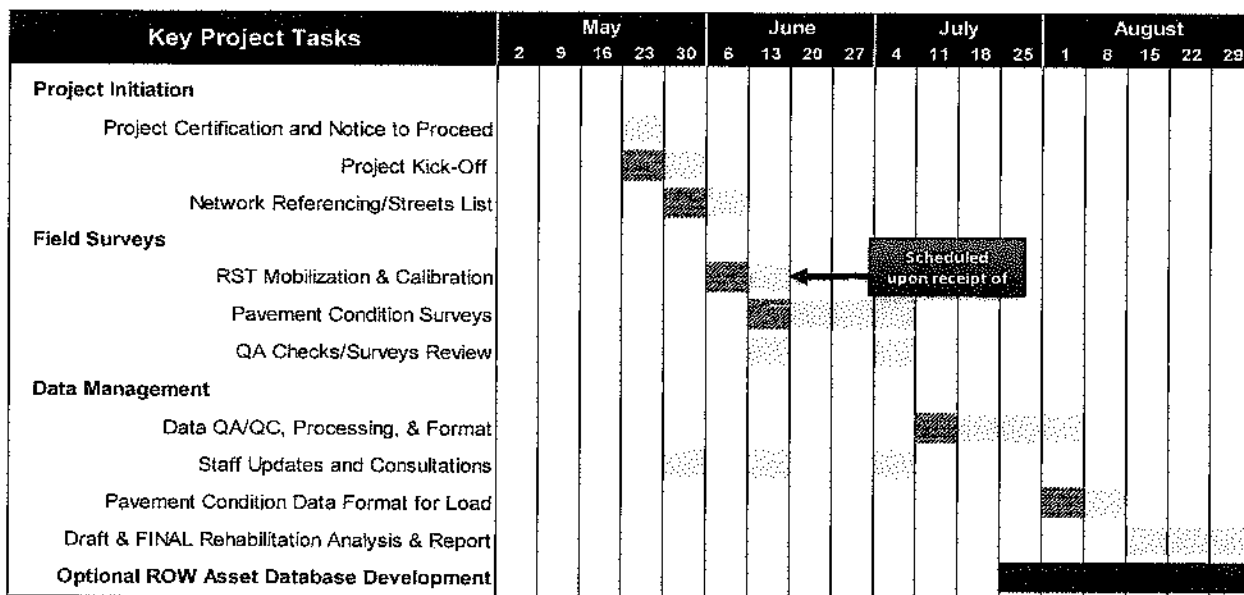
Currently, IMS has a total capacity to complete 2,500 miles/month based on urban surveys, so completing Grand Island surveys in a timely fashion is not an issue.

Field surveys are expected to progress at a conservative rate of 25 to 35 miles per day in urban areas increasing to 75 miles per day in rural environments. Surveys usually proceed at 5.5 to 6 days per week depending on weather, congestion and statutory holidays. On all projects three rate determining functions rise to the top as being critical in maintaining the proposed project schedule. In general it is not the surveys that take the longest time, but rather handling the data that makes project schedules slide. Three important steps are highlighted below:

The schedule presented below has a total of three weeks float built into the work plan. Should these not be required, the schedule would advance accordingly. Within the schedule we have provided allowances for general factors such as weather, maintenance, and client meetings.

PROJECT SCHEDULE:

Elapsed time for the City of Grand Island field surveys is estimated at **3 weeks**, depending on weather.



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PROPOSED BUDGET:

2016 City of Grand Island - Pavement Condition Assessment (Full Network)

Task	Activity	Quant	Units	Unit Rate	Total
<u>Project Initiation</u>					
1	Project Initiation and Kick-off Meeting	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing and GIS Linkage	375	T-Mi	\$20.00	\$7,500.00
<u>Field Surveys</u>					
3	Mobilization/Calibration (for 2-pass testing of Arterials & Collectors)	1	LS	\$3,000.00	\$3,000.00
4	Pavement Condition Field Data Collection (SDI & IR)	375	T-Mi	\$110.00	\$41,250.00
<u>Data Management</u>					
5	Data QA/QC, Processing, Format and Supply	375	T-Mi	\$20.00	\$7,500.00
6	Shape File/PGD & KMZ File Development & Delivery (by Segments)	1	LS	\$3,500.00	\$3,500.00
7	OCI Spreadsheet Development (by Segments) & Summary Report	1	LS	\$4,500.00	\$4,500.00
8	Project Management	1	LS	\$4,740.00	\$4,740.00
9	Operating Parameters, Analysis & 5-Year M&R Work Plan	1	LS	\$5,000.00	\$5,000.00
10	Consultant-led 8-hour Workshop at City	1	LS	\$4,000.00	\$4,000.00
Provide an overview of the Pavement Management Work Plan					
11	Collection of Digital Imagery (1-FW View, 25 Foot Intervals)	375	T-Mi	\$15.00	\$5,625.00
12	ROW Assets: HD Video Collection & Calibration (3-Views)	375	T-Mi	\$20.00	\$7,500.00
12a.	Traffic Control Sign Database Development (approx. 8,500)	375	T-Mi	\$100.00	\$37,500.00
12b.	Pavement Markings Database Development	375	T-Mi	\$60.00	\$22,500.00
12c.	Sidewalk Database Development	375	T-Mi	\$50.00	\$18,750.00
Project Total:					\$175,865.00

Please note: If operating in Cartegraph OMS only, Tasks 5 & 7 are based on IMS formatting a .csv file to meet Cartegraph specifications.

Optional Service Items and Activities

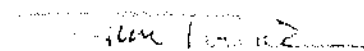
12d.	Curb & Gutter Database Development	375	T-Mi	\$60.00	\$18,750.00
43	City Council Presentation	1	LS	\$3,500.00	\$3,500.00
44	Dynafect Mobilization	1	LS	\$2,500.00	\$2,500.00
45	Deflection Testing (2-pass test Arterials & Collectors)	164	T-Mi	\$120.00	\$19,680.00
46	Traffic Control for Deflection Testing	72	HR	\$108.00	\$7,776.00
17	Browser Based Image Data Viewer (City-hosted)	1	LS	\$7,500.00	\$7,500.00
18	Browser Based Image Data Viewer (IMS-hosted add, year 2)	1	Annual	\$1,500.00	\$1,500.00
19	Mobilization/Calibration SST for Trails/ Sidewalk Survey	1	LS	\$3,000.00	\$3,000.00
20	SST Sidewalk Survey* (Survey of Trails & non-roadway sidewalks) - Requires completion of task 12 & 12c (+/- 12.5 miles)	1	LS	\$6,500.00	\$6,500.00

* Note: Mileage shown for Task 20 is based on Map rec'd on 4/21 where IMS would survey non-ROW using S

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to remain an asset and extension of the City of Grand Island staff and team. If any questions arise please do not hesitate to contact me at (480) 839-4347 or jtourek@ims-rst.com.

Regards,

IMS Infrastructure Management Services



Jim Tourek
 West Region Manager of Client Services