



Board of Public Works Staff Report

Project/Event: Contract Service Agreement with IMS Infrastructure Management Services

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: September 28, 2021

This project will include an updated survey of pavement conditions, sidewalk & ramp conditions and a new survey of side path conditions. The work by IMS will be performed via field inspections and the use of Light Detection and Ranging (LIDAR) technology. These conditions assessments will encompass the entire street network within the City of Bloomington municipal boundaries. This is a joint funding project between Public Works, Street Division, Engineering Department and Planning & Transportation.

IMS Infrastructure Management Services **\$ 234,580.00**

City of Bloomington Contract and Purchase Justification Form

Vendor: IMS Infrastructure Management Services

Contract Amount: \$ 234,580.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

# of Submittals:	Yes	No
0		
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The depth and array of services (number & type of infrastructure, plus their related asset conditions that must be field verified and recorded) needed by the City will require services above lowest cost option that is available.		

3. State why this vendor was selected to receive the award and contract:

IMS has performed both objective pavement and related transportation infrastructure condition data collection services for municipal government agencies across the United States. IMS collects this data in accordance with established U.S. Army Corps of Engineers geospatial data technology protocols. In addition, the deliver all data in recognized industry standard formats, such as Excel, Access and Geodatabases.

IMS is fully compatible with the City's current asset management software system, Lucity powered by CentralSquare. IMS is able to perform a complete data upload into the City's Lucity software system with all asset condition data that is collected as part of any project. This capability represents a tremendous cost and time savings for the City, which otherwise would have to find a separate, qualified provider, to perform this critical task.

IMS comes with good recommendations from other city governments nationwide (via inquiry posts and follow-ups from the International Cit/County Management Association's listserv) and Lucity/CentralSquare.

ADAM WASON/DIRECTOR PUBLIC WORKS

Print/Type Name

Print/Type Title

Department

IMS Budget – Scope Document



Infrastructure Management Services
 8380 S Kyrene Rd, Suite 101
 Tempe, Arizona 85284
 IMSanalysis.com, (480) 839-4347

To: Joe VanDeventer, Director of Street Operations
From: Jeff Myers, M.S.A., Client Services Manager

Date: September 24, 2021
Project: Pavement, Sidewalk, and Ramp Condition Assessment

Subject: Project Scope of Work

Project No:

Thank you for selecting IMS to conduct the network wide pavement data collection assignment. IMS is proposing to utilize our Laser Road Surface Tester for the acquisition of pavement condition and imagery along with LiDAR testing for sidewalk and ramps.

Proposed Project Budget:

The detailed budget presented below is based upon the IMS work plan and deliverables.

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	344	T-MI	\$12.00	\$4,128.00
3	Network Inventory Checks & Survey Map Development	344	LS	\$10.00	\$3,440.00
Field Surveys					
4	RST Mobilization/Collection	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection - Pavements	344	T-MI	\$100.00	\$34,400.00
Data Management					
6	Data QA/QC, Processing, Format, & Supply (Excel/Shapefile/KML)	344	T-MI	\$22.00	\$7,568.00
7	Provision of Digital Images at 15-foot Intervals (Per View)	344	T-MI	\$15.00	\$5,160.00
8	Pavement Analysis, Budget Development, & Final Report	1	LS	\$7,000.00	\$7,000.00
9	Project Management	1	LS	\$4,739.00	\$4,739.00
Supplemental Activities					
10	Side Paths (Data Collection and Condition Data Delivery)	29	T-MI	\$122.00	\$3,538.00
11	Lucky Data Load	1	LS	\$8,200.00	\$8,200.00
Sidewalk (ROW) and ADA Ramp (LiDAR) Development					
12	Project Initiation & Set Up	1	LS	\$3,000.00	\$3,000.00
13	Network Referencing, Linework Development, & NO MAD Setup	344	Linear-MI	\$15.00	\$5,160.00
14	Right-of-Way Asset Data Collection (GIS & ROW Imagery)	344	T-MI	\$10.00	\$3,440.00
	a. Sidewalk & Obstructions ROW Database	344	T-MI	\$50.00	\$17,200.00
15	LIDAR Truck Mobilization for Ramps	1	LS	\$3,000.00	\$3,000.00
16	LIDAR Data Collection for Pedestrian Cross Ramps/Sidewalks (max 300 feet)	1	Linear-MI	\$83,040.00	\$83,040.00
17	QA/QC and Geodatabase Development	1	Linear-MI	\$10,220.00	\$10,220.00
18	LIDAR Ramp Extraction Processing	1	Linear-MI	\$25,800.00	\$25,800.00
19	LIDAR Sidewalk Cross-Slope Processing (one/segment)	1	Linear-MI	\$13,780.00	\$13,780.00
20	Project Management (Sidewalk and Ramp)	1	LS	\$5,087.00	\$5,087.00

Project Total:	\$234,580.00
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IMS Budget – Scope Document



Infrastructure Management Services

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Tempe, Arizona 85284

IMSanalysis.com, (480) 839-4347

Detailed Scope:

GIS / Network Inventory

Scope Details:

- Project Initiation
 - Confirm scope, extent, and content of surveys, set milestones, and confirm deliverables.
 - Confirm key contacts, roles and responsibilities, and project documentation.
 - Confirm communication cadence, including regular updates with details and narrative around progress and any expected delays.
 - Provide periodic progress reports on milestones and changes in anticipated schedule.
 - Identify location of key data elements such as traffic data, GIS, existing roadway inventories, and pavement management data.
 - Identify deficient data and the means to obtain it.
 - Confirm phases of the work and invoicing methodology.
- Network Referencing & GIS Linkage
 - Gather existing centerline topology, as well as Lucity Stret and Comm databases for data collection preparation.
 - Obtain/confirm roadway attributes from GIS for functional class, traffic (if available), width, length, pavement type, etc. If not available, devise plan to obtain them.
 - Review existing segmentation, recommend updates. Review and audit the City's roadway inventory (PMS/GIS linkage, functional class, surface type, length, width, and number of lanes).
 - Split, combine, or add new sections as necessary.
 - Ensure each segment is linked to its appropriate parent GIS section.
 - Develop field survey maps and detailed network inventory for use by the RST and client review.

Deliverable Details:

- Completed survey map approved by the City.

Pavement Assessment

Scope Details:

- Data Collection
 - Mobilize LCMS-2 RST testing equipment to project.
 - Demonstrate the equipment to City personnel.
 - Calibrate equipment.
 - Complete single lane testing on all residential roadways, and two-lane testing (outside lanes) on all collector, arterial, and divided roadways.

IMS Budget – Scope Document



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- Collect data for approximately 344 test miles of roadway and 29 miles of drivable bike paths, based upon single pass testing of all residential roadways and double pass testing of all arterial and collector roadways.
- Collect modified ASTM D6433 distresses and attributes delivered in block-to-block segmentation basis.
- Survey all residential roads with one pass, while surveying all arterial and collector roads in two passes.
- Provision of Digital Images
 - Process one view of digital video at 15-20 ft intervals.
 - Deliver images as a personal geodatabase
- Data Processing and QC
 - Develop exceptions report for lengths that do not match GIS within 15% or 50 ft.
 - For each data stream (surface distress, roughness, GPS), aggregate and process the data at the segment level.
 - Develop individual index scores for surface distress, and roughness as appropriate.
 - Develop a pavement condition index for each section.
 - Produce shape files of the processed data.
 - Complete quality review of data.

Deliverable Details:

- External hard drive with personal geodatabase and archive of images collected from the network. Images provided at 15–20-foot intervals. One of the following image views will be provided (Left Front: LF; Right Front: RF; Rear Downward: DW; Left Rear: LR), to the City's preference.
- Client Review Spreadsheet with segment level data and visual summarization for Client review.

Pavement Data Load and GIS Sync – Lucity

Scope Details:

- Format and load City road inventory, segmentation, and distress data into Lucity Stret and Comm databases.
- Linkage to custom geodatabase for use with the City's GIS products.
- Necessary data conversions to load to Lucity.

Deliverable Details:

- Lucity Stret and Comm databases ready for final import into production database.

Pavement Analysis, Budget Development and Results

Scope Details:

- Develop deterioration models for pavement analysis load
- Review PCI thresholds, cost of deferral, strength index's (if available), functional classification and all other weighted criteria.
- Program critical set points and maintenance activities.
- Present status and PCI report in excel format for review.
- Budget driven analysis, including fix-all analysis and budget.

IMS Budget – Scope Document

IMS

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- Steady State, do nothing, unlimited, plus 50%, minus 50% developed.
- Budget driven analysis (\$/yr estimate)
- Integrate City capital plans and "must do's" (\$ to hit set PCI and backlog target).

Deliverable Details:

- Draft analysis with up to seven budget models
- Lucity operating parameters and configuration

Final Pavement Management Report

Scope Details:

- After reviewing the analysis and finalizing the results, begin assembling a comprehensive report.
- The report shall include a summary of the network value, pavement condition, rehabilitation & maintenance treatments, budget scenarios, PCI definitions, analysis operating parameters, and the results of the survey.
- The written report shall be supplemented with appendix's that contain segment level data.
- Deliver draft report to City and incorporate any modifications to the analysis or reporting methodology.

Deliverable Details:

- Delivery of formal final report in City of Bloomington designated format.

Sidewalk and Pedestrian Curb Ramp Assessment

Scope Details:

- Extract sidewalk right-of-way assets from imagery.
- See attached Master Asset List (MAL) for details related to sidewalk attributes collected.
- Add linework for all existing sidewalks and missing sidewalks.
- Collect LiDAR data on all sidewalk miles
- Cross-slope measurements will be taken via LiDAR point cloud at a rate of once per block-to-block segment. Measurements will occur at least 20 ft from intersection.
- Ramp measurements taken via 3D point cloud. See attached spreadsheet for details on which measurements taken per ramp.
- Raw point cloud data will be processed and prepared for extraction.
- Relevant attributes as listed in the attached spreadsheet will be extracted from point cloud and converted to tabular data format.
- Sidewalk condition attribute will be visually rated with the understanding that these ratings apply only to overall condition, and not to ADA compliance.
- QA/QC process will be performed at various stages of the collection, processing, and extraction process.

IMS Budget – Scope Document



Deliverable Details:

- Excel spreadsheet with all ramp and sidewalk data by segment and Ramp ID.
- Geodatabase with asset attributes and relevant linework

- Ramp and sidewalk data added to Lucity database as Miscellaneous assets within the City's Street subsegment inventory. For each subsegment, sidewalk length and number of ramps added.

Thank you for your interest and confidence in Infrastructure Management Services as your pavement and asset management specialists. We will strive to be an asset and extension of the City of Bloomington staff and team. If any questions arise, please do not hesitate to contact me at (417) 372-7021 or imvers@imsanalysis.com.

Regards,

IMS Infrastructure Management Services

A handwritten signature in black ink, appearing to read "Jeff Myers", is written over a faint, light-colored signature line.

Jeff Myers, M.S.A.,
Central Region Manager of Client Services

City of Bloomington Pavement Assessment Project Right-of-Way Asset Attribute Scope
September 24, 2021
IMS Infrastructure Management Services, LLC

Feature Dataset Name: Sidewalks
 Feature Class Name: Feature Type: Sidewalks
 Field Name: line
 Data Type:

		Default Value	Unique Value	Domain	Definition
					field
ASSET_ID	Text-10	No	Yes		A generated, unique ID assigned to all features. This feature begins with anSWK prefix.
GISID	Number	No	No		Unique Value of street on which the feature resides
COMMENTS	Text-250	No	No		Open field for feature comments
PHOTO_HYPERLINK	String, 250	No	Yes		The URL link to photo associated with asset.
STREET	Text-SO	No	No		Name of street in which feature resides
MATERIAL	Text-SO	Concrete	No	Concrete, Asphalt, Pavers/Brick, Other	Material of feature
WIDTH	Text-SO	Standard	No	Narrow, Standard, Wide, Commercial	Width of the sidewalk
CONDITION	Text - SO	Good	No	New, Good, Fair, Poor, No Sidewalk	Physical condition rating of the feature
CROSS_SLOPE	Text-SO	No Cross-Slope	No	Severe (>8%), Moderate (>2%-8%), No Sidewalk, No Cross-Slope	Once-per-segment measurement of cross-slope of sidewalk.

Feature Dataset Name: Ramp Ramp
 Class Name: Feature Type: Point
 Field Name: Data Type:

		Default Value	Unique Value	Domain	Definition
					field
ASSET_ID	Text -10	No	Yes		A generated, unique ID assigned to all features. This feature begins with anSWK prefix.
GISID	Number	No	No		Unique Value of street on which the feature resides
COMMENTS	Text-250	No	No		Open field for feature comments
PHOTO_HYPERLINK	String, 250	No	Yes		The URL link to photo associated with asset.
STREET	Text-SO	No	No		Name of street in which feature resides
MATERIAL	Text-SO	Concrete	No	Concrete, Asphalt, Metal, Wood, Other	Material of feature
TYPE	Text - SO		No	Diagonal, Perpendicular, Other	Ramp orientation to crosswalk or street
PLACEMENT	Text-SO		No	Corner, Median/Island, Mid-Block, Other	Ramp placement
LANDING	Text-SO		No	Yes, No	Accessible route to the ramp opening
VISUAL_FACILITY	Text - SO		No	Truncated Domes, Texture, Other	Visual impairment and detectable warning facility available on the ramp
VISUAL_FACILITY_COND	Text-SO		No	Good, Fair, Poor, Can't Verify	Condition of visual impairment and detectable warning facility on the ramp
CONDITION	Text-SO	Good	No	New, Good, Fair, Poor, Can't Verify, Under Construction, No Survey, Ramp Needed	Physical condition rating of the feature
OBSTRUCTION_TYPE	Text - SO	None	No	Guy Wire, Pole, Utility Box, etc	Type of obstruction to path of travel for ramp.
OBSTRUCTION_SEVERITY	Text-SO	None	No	Moderate, Severe, None	Severity of obstruction to path of travel for ramp.
RAMP_FORMAT	Text-SO		No	Ramp Only, Ramp With Flare and Landing, Ramp With Flare, Ramp With Landing	Format of ramp and presence of flares.
RUNNING_SLOPE	Text - SO		No	0 (No ramp - ramp required), 1 (0.0 - 8.333), 2 (>8.333 -12.5), 3 (>12.5)	% slope on running slope of the ramp.
CROSS_SLOPE	Text-SO		No	0 (No ramp - ramp required), 1 (0.0 - 2.0), 2 (2.1-4.0), 3 (>4.0)	% slope on cross-slope of the ramp.
RUN_WIDTH	Text-SO		No	0 (No ramp - ramp required), 1 (<=36), 2 (36 -42), 3 (>42 -48), 4 (>48)	Width of running slope in inches.
LANDING_LENGTH	Text - SO		No	0 (No ramp - ramp required), 1 (<=36), 2 (36 -48), 3 (>=48)	Length of landing in inches.
LANDING_WIDTH	Text-SO		No	0 (No ramp - ramp required), 1 (<=36), 2 (36 -48), 3 (>=48)	Width of landing in inches.
LANDING_RUNNING_SLOPE	Text-SO		No	0 (No ramp - ramp required), 1 (0.0 - 2.0), 2 (2.1-4.0), 3 (>4.0)	Running slope of landing in %.
LANDING_CROSS_SLOPE	Text - SO		No	0 (No ramp-ramp required), 1 (0.0-2.0), 2 (2.1-4.0), 3 (>4.0)	Cross-slope slope of landing in %.
L_FLARE_SLOPES	Text-SO		No	0 (No flare - not compliant), 1 (0.0-10.0), 2 (>10), 3 (No flare - compliant)	Slopes of relevant flares in %.
RAMP_AREA	Text-SO		No	No ramp - ramp required, Small (0 - 50), Moderate (50 -100), Large (100 - 250), Extra Large (>250)	Area of ramp in square feet.



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase Equipment Compatibility GSA Special Pricing No response to RFQ/ITB
- Licensing Agreement Governmental Discount Single/Sole Source Impair City Operations

Email this Request Form to Jeff Underwood: underwoj@bloomington.in.gov

- 1) Request Date 9/20/21
- 2) Requestor Name Adam Wason
 Department Public Works
 Telephone and E-mail wasona@bloomington.in.gov
- 3) Value of Proposed Contract or Purchase \$ 234,580.00
 Recommended Vendor IMS - Infrastructure Management Services
 Budget Line \$177,000 (456-20-53990), \$10,000 (101-13-5399), \$15,000 (101-07-5399), \$22,580
- 4) Enter item description: Asset Management data collection services (streets & sidewalks)

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

IMS has performed both objective pavement and related transportation infrastructure condition data collection services for Municipal Government agencies across the United States. IMS collects this data in accordance with established US Army Corps of Engineers geospatial data technology protocols. In addition, they deliver all data in recognized industry standard formats, such as Excel, Access and Geodatabases.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

IMS is fully compatible with the City's current asset management software system, Lucity powered by Central Square. IMS is able to perform a complete data upload into the City's Lucity software system with all asset condition data that is collected as part of the project. This capability represents a tremendous cost and time savings for the City, which otherwise would have to find a separate, qualified provider, to perform this critical task.

Detail the research performed to determine this purchase method is the best solution for the city.

City personnel from Public Works Admin and Street Division met with IMS on several occasions to discuss City expectations for data collection. IMS excels in pavement and asset management solutions. Personnel also followed up with IMS references and recommendations.

Describe why this vendor and solution was chosen.

IMS comes with good recommendations from other city governments nationwide (via inquiry posts and follow-ups from the International City/County Management Association's listserv) and Lucity/CentralSquare.

REVIEWED
By J Martindale-Long at 11:16 am, Sep 21, 2021

Approved By:

Jeffrey H Underwood

Digitally signed by Jeffrey H Underwood
DN: cn=Jeffrey H Underwood, o=City of Bloomington,
ou=Controller, email=underwoj@bloomington.in.gov,
c=US
Date: 2021.09.23 16:00:47 -04'00'

9.20.21

Jeffrey H. Underwood

Date

Department Head

Date

Description - ROW/LIDAR		OPTION A	Description - SST/LIDAR		OPTION B
Street Segments			Street Segments		
Project Initiation		\$ 3,000.00	Project Initiation		\$ 3,000.00
Network Referencing & GIS Linkage		\$ 4,128.00	Network Referencing & GIS Linkage		\$ 4,128.00
Network Inventory Checks & Survey Map Development		\$ 3,440.00	Network Inventory Checks & Survey Map Development		\$ 3,440.00
Field Surveys			Field Surveys		
RST Mobilization/Calibration		\$ 3,000.00	RST Mobilization/Calibration		\$ 3,000.00
RST Field Data Collection - Pavements (Segments)		\$ 34,400.00	RST Field Data Collection - Pavements (Segments)		\$ 34,400.00
Data Management			Data Management		
Data QA/QC, Processing, Format & Supply (Excel, Shapefile, KML)		\$ 7,568.00	Data QA/QC, Processing, Format & Supply (Excel, Shapefile, KML)		\$ 7,568.00
Provision of Digital Images at 15-foot Intervals (Per View)		\$ 5,160.00	Provision of Digital Images at 15-foot Intervals (Per View)		\$ 5,160.00
Pavement Analysis, Budget Development & Final Report		\$ 7,000.00	Pavement Analysis, Budget Development & Final Report		\$ 7,000.00
Project Management		\$ 4,739.00	Project Management		\$ 4,739.00
Supplement ROW/LIDAR			Supplement SST/LIDAR		
Project Initiation & Set Up		\$ 3,000.00	Project Initiation & Set Up		\$ 3,000.00
Network Referencing, Linework Development & NOMAD Setup		\$ 5,160.00	Network Referencing, Linework Development & NOMAD Setup		\$ 5,900.00
Field Surveys			Field Surveys		
ROW Asset Data Collection (GPS & ROW Imagery)		\$ 3,440.00	SST Mobilization /Calibration/Set up (2)		\$ 6,000.00
Sidewalk and Obstructions Database Development		\$ 17,200.00	LIDAR Truck Mobilization for Ramps		\$ 3,000.00
LIDAR Truck Mobilization for Ramps		\$ 3,000.00	Sidewalk Surface Tester (SST) Sidewalk Data Collection		\$ 103,840.00
LIDAR Data Collection for Pedestrian Curb Ramp/Sidewalks		\$ 63,640.00	LIDAR Data Collection for Pedestrian Curb Ramps		\$ 43,660.00
Data Management			Data Management		
QA/QC and Geodatabase Development		\$ 10,320.00	Sidewalk & Pedestrian Curb Ramp Linework & Geodatabase Development		\$ 12,980.00
LIDAR Ramp Extraction Processing		\$ 25,800.00	QA/QC (Sidewalk Data)		\$ 7,080.00
LIDAR Sidewalk Cross-Slope Processing (One/Segment)		\$ 13,760.00	Process & Deliver SST HD Video		\$ 4,720.00
Project Management		\$ 5,087.00	LIDAR Ramp Extraction Processing		\$ 17,700.00
Sideways		\$ 3,538.00	LIDAR Cross-Slope Processing		\$ 15,340.00
Lucity Load		\$ 8,200.00	Sidewalk Analysis & Rehab Prioritization Plan		\$ 12,000.00
			Project Management		\$ 14,114.00
			Sideways		\$ 3,538.00
			Lucity Load		\$ 8,200.00
TOTAL ROW/LIDAR		\$ 234,580.00	TOTAL SST/LIDAR		\$ 333,507.00

In this option, sidewalks are collected from the images taken in the LCMS-2 vehicle just as in Option A. A separate LiDAR vehicle is mobilized for ramp information and ramp information is derived from the LiDAR point cloud. This allows for a more three dimensional look, and slope measurements can be taken for all ramp points. The weakness is slope information for the sidewalks. LiDAR is driven from the street, and cannot see through obstructions (e.g. parked cars). We can deliver a slope measurement per sidewalk segment, but cannot deliver a continuous slope measurement.

In this option, ramp data is collected as in option B. Sidewalk information is collected via a mobile quad vehicle that drives on the sidewalks. A trained operator logs every defect and takes slope measurements. The data is summarized and delivered as a per defect score for each defect. One problem with this approach is the necessity of precise and accurate sidewalk linework. The SST operator will only drive the sidewalks that are mapped! Many time, we have to perform a sidewalk ROW database to obtain an accurate and up to date sidewalk inventory.

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
IMS INFRASTRUCTURE MANAGEMENT SERVICES**

This Agreement, entered into on this 28th day of September, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and IMS Infrastructure Management Services (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: scope of work includes an updated survey of pavement conditions, sidewalk & ramp conditions, and sidepath conditions. The work will be performed via field inspections and the use of Light Detection and Ranging (LIDAR) technology. These condition assessments will encompass the entire street network within the City of Bloomington boundaries. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Thirty-Four Thousand, Five Hundred Eighty Dollars (\$234,580.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall

be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Infrastructure Management Services, Attn: Derek Turner, 8380 S Kyrene Rd, Tempe, Arizona 85284

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

**IMS INFRASTRUCTURE MANAGEMENT
SERVICES**

Philippa M. Guthrie, Corporation Counsel

Derek Turner, CEO

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works