

AGREEMENT FOR ENGINEERING SERVICES
FOR A
FYE 2013 PAVEMENT MANAGEMENT SYSTEM UPDATE
FOR THE
CITY OF NORMAN, OKLAHOMA

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this _____ day of _____, 2012, by and between IMS Infrastructure Management Services, LLC whose address is 1820 W. Drake Drive, Suite 108, Tempe, AZ, 85283, hereinafter called the "Engineer" and the Public Agency of the City of Norman, State of Oklahoma, hereinafter called the "Public Agency", covers certain professional engineering services in connection with the City of Norman Pavement Management Program which is an engineering service financed entirely by the Public Agency.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth:

THE ENGINEER AGREES:

1. To perform a Pavement Management Program Update for approximately 1540 test sections on roads designated by the Public Agency in accordance with the procedures set forth in Appendix "A".
2. To conduct the following operations necessary to develop a current computerized Pavement Management Program:
 - A. Pavement Inventory
 - B. Environmental Survey
 - C. RST Surface Condition Survey
 - D. Dynamic Deflection Testing
 - E. Computerized Pavement Management Software Program upgrade
3. To update the Pavement Management Software Program to be installed on Public Agency Workstation.
4. To complete the field investigation and update the operational computerized Pavement Management Program and provide all deliverables in workable form within 150 calendar days after the Notice to Proceed. Bad weather days will not be counted.
5. To meet with the Public Agency or representatives of the department for initiation of the project, coordination of field activities, and installation of the updated computerized Pavement Management Program.
6. Default values that could misrepresent the true condition will not be utilized in program calculations. In the event data or test results are found in error during review of the report, the Engineer agrees to perform such corrections without additional expense to the Public Agency. The Engineer shall give immediate attention to these changes so there will be a minimum delay to the Public Agency.
7. No Subcontractor shall be used without reasonable advanced written notice. If such Subcontractor is approved by the Public Agency, such Subcontractor shall comply with provisions of this agreement. Nothing contained in a Subcontract by the Engineer shall create any obligation on the part of the Public Agency.

THE ENGINEER AGREES: "Continued"

8. To indemnify and save Public Agency from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of the Engineer or its employees during services.
9. Maps and street name list to be provided by IMS

THE PUBLIC AGENCY AGREES:

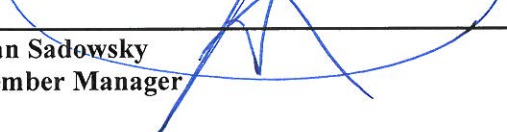
1. To pay the Engineer compensation for all services performed as stipulated in paragraphs 1,2,3 and 4 of the ENGINEER AGREES and further defined in Appendix "A".
2. Should the project be abandoned at anytime after the Engineer has performed any part of the services provided for in Paragraphs 1, 2, and 3 of ENGINEER AGREES, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for the percentage of the work completed up to the time he is notified in writing of such abandonment.
3. That, should the Public Agency require changes on any of the detailed specifications, except for those pursuant to paragraph 6 of ENGINEER AGREES, after they have been approved by the Public Agency, the Public Agency will pay the Engineer for such changes on the basis of the Engineer's established unit prices. It is understood that "Changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete Pavement Management Program for the evaluation of pavement conditions.
4. To provide the following:
 - A. Present and projected future traffic volumes (delineating automobiles, single-axle trucks, multi-axle trucks and buses if available).
 - B. Maintenance strategies and corresponding implementation costs for use in the program.
 - D. A safety vehicle, when requested, to provide protection for the deflection testing operation on heavily traveled roads or those in hilly terrains.
 - D. Cost: To be paid from allocated budgeted funds.
5. To indemnify and save Engineer from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of the Public Agency or its employees during services.


IT IS MUTUALLY AGREED:

1. That any difference between the Engineer and the Public Agency concerning the interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the Public Agency and a third member appointed by the two other members for disposition and the committee's decision shall be final.
2. This Agreement may be terminated by the Public Agency upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Public Agency all data, if any, from pavement studies with the understanding that all such material becomes the property of the Public Agency. The Engineer shall be paid for any services completed and any services partially completed in accordance with Section 3 of THE PUBLIC AGENCY AGREES.
3. That the Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of his contract. For breach or violation of this warranty with Public Agency shall have the right to annul this contract without liability.
4. Term/Renewal
 - A. This CONTRACT shall be effective from July 01, 2012 through June 30, 2013 when it shall terminate automatically, unless terminated by either party as set forth in section (4) (D) of the IT IS MUTUALLY AGREED section in this Agreement.
 - B. This CONTRACT may be renewable for two additional one-year periods at the option of the CITY. Should the CITY desire to renew the CONTRACT, a written preliminary notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT. Such preliminary notice shall not be considered to be a commitment to contract with the CONTRACTOR as all contracts must be approved by the Norman City Council and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.
 - C. Should the CITY exercise this option for renewal, the CONTRACT as renewed shall be deemed to include this option provision except that the total duration of this CONTRACT, including any renewals, shall not exceed three years.
 - D. Either party may terminate this Agreement with (30) days advanced written notice to the other party, with or without cause.

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

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC
Name of Company

By 
Alan Sadowsky
Member Manager

ATTEST:


THE CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

MAYOR, First Party

ATTEST:

City Clerk

APPROVED as to form and legality this _____ day of _____, 2011

City Attorney

APPENDIX "A"

(FYE 2013 Update)

PROJECT OUTLINE

1. Project initiation

A conference with City and IMS personnel will be held to discuss and finalize the work plan prior to each phase of the program. Items to be dealt with include:

- A. Maps and lists of streets to be evaluated to be provided by IMS.
- B. Stationing frequency and maximum section length.
- C. Time schedule for the various components of the program.
- D. Traffic counts provided by the City.
- E. Rehabilitation strategies to be included in the software, including in-place costs and anticipated inflation factors.
- F. Historical data, where applicable, relating to pavement type, pavement section, and subgrade properties.
- G. Specific conditions existing in the City of Norman for inclusion in software development.
- H. Safety vehicle for deflection testing if requested on high volume streets.

2. Stationing

During the Project Initiation Conference, IMS and City staff will discuss the various alternatives in stationing frequency, and the resultant levels of confidence and costs. This meeting will confirm a plan to maximize data collection efficiency and minimize costs to the City; yet ensure that the resulting database is consistent with an effective comprehensive network level program. Stationing is proposed as follows:

Rural Section line roads shall be tested at 880 feet intervals, resulting in six (6) tests per mile and allow the City to categorize tests by block number.

Urban streets shall be tested at one (1) test per block unless otherwise Request by City Staff. However the test interval shall not exceed 660 feet.

3. Estimated Cost

Utilizing the Laser Road Surface Tester (RST) and Dynaflect Machine on approximately 1540 test sections of concrete and flexible pavement streets, IMS will evaluate sections using a single-and multi-direction testing methodology. The fee schedule to perform the RST surface condition survey, environmental survey deflection testing and inventory software development is set out below:

Project Set-up and Sectioning	\$2,500.00
Laser RST Surface Condition Survey	\$13.00/test section
Deflection Testing	\$9.36/test section
Pave Pro Manager Software Update	No Charge
Annual Software Maintenance	\$3,000.00/year

IMS will continue to offer update testing using the above referenced fee schedule as a base with no increase of more than 2% per year for a period of three years through FYE 2014. The City has the option to acquire future update testing using addendums to the agreement.

Cost Summary

IMS has developed the following cost summary based on testing 1540 sections. To offer the lowest unit prices and eliminate mobilization charges for projects of this size, IMS will perform this work in conjunction with projects in the Oklahoma area.

Project Set-up	\$2,500.00
RST Testing – 1540 test sections @ \$13.00/test section	\$20,020.00
Deflection Testing - 1540 test sections @ \$9.36/test section	\$14,414.00
<u>Annual Software Maintenance</u>	<u>\$3,000.00</u>
FYE 2013 Pavement Management Update	\$39,934.00

Based on an estimated 1540 test sections developed through a single and multi-direction testing methodology, IMS will deliver an update to the pavement management program including an RST surface condition survey, deflection testing, environmental survey, inventory and software, for a total cost not-to-exceed \$39,934.00. The cost is calculated on a unit price basis and the City will be charged only for the number of sections tested and included in the database.

Invoices will be submitted on a monthly basis for the actual work completed. Payments are due within thirty (30) days of receipt of invoice. The Public Agency shall notify Engineer of any objection within seven (7) days after receipt of invoice. Invoices will be considered acceptable to the Public Agency if no such objections are made.

4. Project Timing

IMS estimate that the field data collection will require 2 to 4 weeks. IMS will deliver the Pavement Management Software Program to the City within 60 days of completion of field data collection.

5. **Technical Support**

Following completion of the contractual obligations, IMS will assist the City at any time additional technical support is needed to ensure the efficient use of the Pavement Management Programs. IMS offers consultation services on an hourly or per diem basis. The rate will vary with the level of individual required to provide this service. Our current hourly rates are as follows:

Senior Engineer	\$125.00/hour
Senior Data Analyst	\$ 85.00/hour
Data Entry Clerk	\$ 65.00/hour

The differences in rates are tied only to the individuals involved. IMS will respond to the client's needs as early as possible with the correct person to meet their particular requirements.

6. **GENERAL PROVISIONS**

A. Insurance

IMS shall, during the term of the Agreement and until completion thereof, provide and maintain the following insurance coverage:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workmen's Compensation and Employer's Liability Including Occupational Disease Coverage	Statutory in conformance with the current compensation laws of the State of Oklahoma
Comprehensive General Liability Insurance	Statutory in conformance with the current compensation laws of the State of Oklahoma
Comprehensive Automobile Liability Insurance	Statutory in conformance with the current compensation laws of the State of Oklahoma
Umbrella Coverage	Statutory in conformance with the current compensation laws of the State of Oklahoma

Prior to the commencement of work, IMS will provide the City Certificates of Insurance evidencing the insurance is in full force and provided that said insurance will not be changed or cancelled without at least ten (10) days notice by certified mail, return receipt requested, to the City of Norman.

B. Equal Employment Opportunity

IMS is an Equal Opportunity employer and agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. Further, IMS does comply in all respects with the Americans with Disabilities Act.