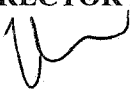


CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 13, 2019

AGENDA ITEM:	
Professional Services Agreement with Transportation Solutions, Inc. for the update to the Pavement Management System	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, TB905	\$151,995.00
SUMMARY:	

The City's Pavement Management System was last updated in 2008. Pavement ratings help the City to plan and determine where to resurface a roadway, what type of treatment is needed and evaluate overall pavement preservation needs. The pavement rating will also determine what type of repair we require from developers or utilities per our Engineering Design and Development Standards.

At the July 9, 2018 Council meeting, the Council approved the Pavement Management System update as a 2019 Transportation Benefit District (TBD) project.

Staff advertised and solicited proposals from interested consultants. The City received proposals from two firms, Transpo Group and Transportation Solutions, Inc (TSI). The consultant selection committee concluded that TSI was the most qualified firm for the project. The attached Professional Services Agreement will provide the City with an updated Pavement Management System for incorporation into the City's GIS. It is in staff's opinion that the negotiated fee of \$151,995.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach to the project.

RECOMMENDED ACTION:
 Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the update to the Pavement Management System with Transportation Solutions, Inc. in the amount of \$151,995.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND TRANSPORTATION SOLUTIONS, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Transportation Solutions, Inc., a corporation licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 8250 165th Ave NE, Suite 100, Redmond, WA 98052-6628 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence upon notice to proceed and shall terminate at midnight on June 30, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Fifty One Thousand Nine Hundred Ninety Five Dollars and Zero Cents (**\$151,995.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
Kyle Hays, Project Engineer
80 Columbia Ave
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

TRANSPORTATION SOLUTIONS, INC.

Jeff Elekes, P.E.

8250 165th Ave NE, Suite 100

Redmond, WA 98052-6628

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

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

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 2019.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2019.

TRANSPORTATION SOLUTIONS, INC.

By _____
Victor Salemann
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Exhibit A

CITY OF MARYSVILLE PAVEMENT MANAGEMENT SYSTEM UPDATE

OVERVIEW

The CITY's Pavement Management System (PMS) was last updated in 2008. The results of that report have been used for the past 10 years to guide the CITY's Pavement Preservation Program. The CITY desires to incorporate street data elements, such as pavement markings, into the CITY's Geographic Information System (GIS).

IMS Infrastructure Management Services (IMS) will be a subconsultant to Transportation Solutions, Inc (TSI). IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS shall use a series of Task Activities to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

IMS will conduct a network wide pavement data collection. Data collected will also be used in the City's development of their ADA Self Evaluation and ADA Transition Plan. IMS will utilize its Laser Road Surface Tester for the acquisition of pavement condition and imagery of sidewalks, ADA ramps and pavement markings and striping data along with a Dynaflect for deflection testing of the arterial roads.

ACRONYMS

CITY of Marysville (CITY)
IMS Infrastructure Management Services (IMS)
Transportation Solutions, Inc (TSI) (CONSULTANT)
Transportation Improvement Plan (TIP)
Capital Facilities Plan (CFP)
Code of Federal Regulations (CFR)
Americans with Disability Act (ADA)
Accessible Pedestrian Signal and Pushbuttons (APS)
Washington State Department of Transportation (WSDOT)
Federal Highway Administration (FHWA)
Local Agency Guideline Manual (LAG)
Language Assistance Program (LAP)
Public Right-of-Way (PROW)

CITY PROVIDED DATA AND INFORMATION

The CITY has developed information that will be used in the review and analysis of the CITY's Pavement Management System. The CITY shall provide access to all public right-of-way facilities that are to be assessed for purposes of this project. The CITY shall provide the following documents:

- 2019 Operating Budget
- 2019-2024 Capital Facilities Plan
- 6-Year Transportation Improvement Plan
- Long Range Transportation Improvement Plan, if available
- GIS files of planned infrastructure improvements
- GIS files related to land use, schools, transit, shopping, and medical facilities
- Existing Policy and Procedures related to Pavement Management
- GIS files related to existing infrastructure such as streets, functional classification sidewalks and shoulders.

IMS INFRASTRUCTURE PROJECT TEAM

IMS Infrastructure Management Services

Jim Tourek, Client Services Manager

Mark Kramer, P.E. – VP Operations, Project Principal

Stephen J. Smith, P.E., P.Eng. – Project Manager

E. Martin Shaeffer, P.E. – Senior GIS Project Manager

David E. Butler, P.E. – Pavement Management, Data Review

Eugene (Roy) Barkman, P.E. – Pavement Rating Analysis

SCHEDULE AND KEY MILESTONES

The approximated elapsed time for the City of Marysville field surveys are estimated **1-2 weeks** for the RST testing of the full pavement network and **1 week** for the Dynaflect testing of the arterial pavement network. IMS has the available staff, equipment, and resources to manage a timely project for the Marysville. With a mid-May NTP, field surveys and deliverables from IMS as shown below:

Task	Start on/before	Complete by	Deliverable
City	May 14, 2019	May 31, 2019	City to provide requested data
1 – Project Initiation	Jun 10, 2019	June 14, 2019	Project Kick Off meeting
2 – Field Surveys	Jun 17, 2019	Aug 12, 2019	Field Data Collection
3 – Data Management	Aug 12, 2019	Oct 14, 2019	Data Analysis
3 – Data Management	Oct 14, 2019	Nov 4, 2019	Pavement Report
3 – Data Management	Aug 12, 2019	Dec 9, 2019	ADA Data

SCOPE OF WORK

TASK 1 – PROJECT INITIATION

- 1.0 – PROJECT INITIATION AND PROJECT KICKOFF
- 2.0 – NETWORK REFERENCING AND GIS LINKAGE WITH NOMAD DEVELOPMENT
- 3.0 – NETWORK INVENTORY CHECKS AND SURVEY MAP DEVELOPMENT

1.0 – Project Initiation and Project Kickoff

This task shall include the following activities:

- Introduction of the project team, roles and relationships. Confirm goals and objectives.
- Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation.
- Conduct an introductory information seminar with key project participants.
- Review existing PMP data, level of implementation, current configuration, and user skill set.
- Develop and submit quality assurance plan, review and edit the document accordingly.
- Identify and confirm existing database quality.
- Confirm preferred delivery methodology for City of Marysville and deliverable format.
- Confirm roadways to be surveyed, as well as referencing, length and directional issues.
- Work with City staff so they are comfortable with the overall project and data collection.

Deliverables: Technical memo detailing scope of work, budget and deliverables.

2.0 – Network Referencing & GIS Linkage with NOMAD Development

This task shall include the following activities:

- Complete a brief review of the City’s current GIS environment from and assess suitability for pavement management purposes.
- Using the City’s existing GIS centerline topology, update existing street inventory 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 City’s roadway inventory (If any - 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.
- The NOMAD data collection software integrates the survey inventory (GIS), field maps, GPS and field data collection into a single platform.

Deliverables: NOMAD Development will be utilized by the Laser RST for accuracy of survey.

3.0 – Network Inventory Checks and Survey Map Development

- Complete a review of the aerial photography of the City to confirm segment street names widths, lengths, and average slab dimensions.

Deliverables: Programmed survey maps and inventory for use on the project.

TASK 2 – Field Surveys

4.0 – RST MOBILIZATION/CALIBRATION

5.0 – RST FIELD DATA COLLECTION W/LASER RST (PAVEMENT CONDITION)

6.0 – DYNAFLECT MOBILIZATION/CALIBRATION

7.0 – DEFLECTION TESTING

8.0 – TRAFFIC CONTROL/DEFLECTION TESTING

9.0 – RIGHT OF WAY ASSETS DATA COLLECTION

10.0 – PROVISION OF DIGITAL IMAGES @ 20-30’ INTERVALS

4.0 – RST Mobilization/Calibration

This task shall include the following activities:

- 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.

Deliverables: Equipment calibration results.

5.0 – RST Field Data Collection w/Laser RST (Pavement Condition)

This task shall include the following activities:

- Collect ASTM D-6433 distresses and attributes at 100-foot intervals on a delivered in block-to-block segmentation basis. IMS will survey approximately 218 centerline miles (2-pass testing of arterials) and 1-pass of residential & alleyway roadways for a survey total of an estimated 269 test miles.
- Expansion of 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 at no additional charge.

Deliverables: Complete two passes on arterial roadways; single-pass on remaining network. Approximately 269 test miles.

6.0 – Dynaflect Mobilization/Calibration

This task shall include the following activities:

- Mobilize deflection testing equipment to project.
- Demonstrate the equipment to the City.
- Calibrate equipment.

Deliverables: Equipment calibration results.

7.0 – Deflection Testing

This task shall include the following activities:

- On all arterial roads, collect multi-sensor deflection data at an average of 10 tests per mile using a Dynaflect.
- Develop structural index for each roadway segment.

Deliverables: Structural index for arterials. Approximately 102 test miles.

8.0 – Traffic Control/Deflection Testing

This task shall include the following activities:

- Deflection testing requires a shadow vehicle for traffic control purposes as testing is a stop and go process that will impede traffic.
- Testing will take approximately 17-20 miles/day and we have accounted for 5-6 days.

CITY Responsibilities: CITY to provide vehicle and driver will supply a trained traffic controller and traffic control vehicle w/mounted flashing lights or an arrow-board. Traffic control services by CITY for the duration of 5-6 days. Approximately 17-20 miles/day.

9.0 – Right of Way Assets Data Collection

This task shall include the following activities:

- On all roadways (as noted), collect GPS coordinates and video for asset database development.
- Develop a Master Asset List to include all street sign attributes to be inventoried.
- Prep video library used in the asset inventory development.

Deliverables: IMS will provide ADA curb ramp information to the City and TSI.

10.0 – Provision of Digital Images @ 20-30’ Intervals

This task shall include the following activities:

- Process 1-view (center front) of RST video into 20-30’ intervals.
- Link images to the County’s existing GIS centerline.

Deliverables: 1 view of RST center front imagery at 20-30’ intervals w/ GPS coordinate data.

TASK 3 – Data Management

11.0 – PAVEMENT CONDITION DATA QA/QC, PROCESSING AND FORMATTING

12.0 – ANALYSIS OF PAVEMENT, KML AND GEODATABASE

13.0 – SIDEWALKS, ADA RAMPS AND PAVEMENT MARKINGS AND STRIPING DATABASE DEVELOPMENT

14.0 – CITY COUNCIL PRESENTATION

15.0 – IMSvue/AMAZON WEB-HOSTED VIEWER

16.0 – PAVEMENT ANALYSIS AND WRITTEN REPORT

17.0 – PROJECT MANAGEMENT

18.0 – “LIVE” SPREADSHEET, LICENSE AND ONGOING MAINTENANCE FEE

11.0 – Pavement Condition Data QA/QC, Processing and Formatting

This task shall include the following activities:

- For each data stream (surface distress, roughness, GPS, deflection), aggregate and process the data at 100-foot intervals.
- Develop individual index scores for surface distress and roughness as appropriate.
- Develop structural index for each roadway segment.
- Develop a pavement condition score for each section.
- Process the same data to the segment level.
- Develop exceptions report for lengths not matching GIS.
- Complete QA of data.
- Shapefiles & KML file of the processed data

Deliverables: Excel spreadsheet of the 100 ft. sectional data and index values containing all assigned GIS ID's. Shapefiles and KML of the condition data at the 100 ft. and segment levels.

12.0 – Analysis of Pavement, KML and Geodatabase

This task shall include the following activities:

- The spreadsheet has the ability to prioritize and optimize the multi-year plan.
- It will be programmed to develop a multi-year maintenance and rehabilitation plan using “cost of deferral”.
- It will also have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating.
- The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly.
- Shapefiles & KML file of the processed data.
- Cost Benefit Analysis & Spreadsheet Training
- Log Presence of Sidewalks/Curbs & ADA Ramps

Deliverables: “Easy Street” Analysis spreadsheet with “Hot” cells (highlighted in yellow) that City can use to generate differing budget scenarios. Shapefiles & KML file of the processed data along with Cost Benefit Analysis & Spreadsheet Training.

13.0 – Sidewalks, ADA Ramps and Pavement Markings and Striping Database Development

This task shall include the following activities:

- Develop a Master Asset List used to define attributes.
- Utilizing the right of way digital images and GPS data, develop a detailed asset inventory for the listed assets.

- Utilize RST imagery, aerial photos and in-house GIS tools to place assets in a positional-correct manner.

Deliverables: Personal geodatabase for the asset inventory to be loaded into ArcGIS.

14.0 – City Council Presentation

This task shall include the following activities:

- Collaborate on approach and report for City Council Presentation.

Deliverables: Create PowerPoint presentation for City Council Meeting.

15.0 – IMSvue/Amazon Web-Hosted Viewer

This task shall include the following activities:

- Provide Amazon Web-hosted Viewer.
- View pavement data in the viewer.
- 3 annual maintenance fees included.

Deliverables: Provide viewing Tool and 3-years of maintenance.

16.0 – Pavement Analysis and Written Report

Following the field surveys and data processing, complete the following analysis:

- Present status and PCI report: Excel c/w PCI charts.
- Fix all needs analysis and budget.
- Budget driven analysis (\$/year estimate).
- Level of service analysis (\$ to hit set target).
- Funding necessary on an annual basis to ensure an average overall pavement condition of 70, 75, or 80.
- Assemble the report for review and comment prior to finalizing.

Deliverables: Delivery of draft analysis and report as outlined. Final report and shape files in hardcopy format (3) and in native electronic format.

17.0 – Project Management

This task shall include the following activities:

- Provide client with periodic e-mail updates and reports.

- Meetings to be completed on-site and by conference calls.
- Complete project administration and invoicing.

Deliverables: Status reports and invoices.

18.0 – “Live” Spreadsheet, License and Ongoing Maintenance Fee

This task shall include the following activities:

- Conference call “Training” in the effective use of the spreadsheet will be provided as needed.
- Conference call “Assistance” with updating the spreadsheet with its annual maintenance.

Deliverables: Assist the CITY with updating the spreadsheet with annual maintenance in non-testing years.

BUDGET

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment.

Marysville, WA 2019 Citywide Pavement Condition Survey

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Kick-off Meeting	1	LS	\$4,000.00	\$4,000.00
2	Network Referencing & GIS Linkage	269	T-Mi	\$15.00	\$4,035.00
3	Network Inventory Checks & Survey Map Development	269	T-Mi	\$12.00	\$3,228.00
Field Surveys					
4	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection w/IRI (2-pass Arterials; 1-pass Remaining)	269	T-Mi	\$115.00	\$30,935.00
6	Dynalect Mobilization	1	LS	\$3,500.00	\$3,500.00
7	Deflection Testing (Arterial classifications only - 2-pass testing)	102	T-Mi	\$145.00	\$14,790.00
8	Deflection Testing Traffic Control (provided by City; Est. 48 hours)	0	HR	\$125.00	\$0.00
9	Right of Way Assets Data Collection (GPS & Camera Configuration)	269	T-Mi	\$20.00	\$5,380.00
10	Provision of Digital Images @ 20-30' Intervals (Center-front View)	269	T-Mi	\$16.00	\$4,304.00
Data Management					
11	Data QA/QC, Processing, & Formatting	269	T-Mi	\$15.00	\$4,035.00
12	Data Format/ Supply Excel Spreadsheet, KML, geodatabase (no software)			Included in Base Activities	
a.	"Live" Spreadsheet Pavement Cost Benefit Analysis			Included in Base Activities	
b.	Online "Live" Spreadsheet Training			Included in Base Activities	
c.	Log Presence of Sidewalks/Curbs & ADA Ramps (Estimates)			Included in Base Activities	
13	a. Sidewalk Database Development (From RST Imagery)	269	T-Mi	\$50.00	\$13,450.00
	b. ADA Ramp & Compliance Survey (From RST Imagery)	269	T-Mi	\$60.00	\$16,140.00
	c. Pavement Markings & Stripings (From RST Imagery)	269	T-Mi	\$60.00	\$16,140.00
14	City Council Presentation	1	LS	\$3,500.00	\$3,500.00
15	IMSVue Browser Based Viewing Software	1	LS	\$7,000.00	\$7,000.00
a.	IMSVue - 3 Years Annual Maintenance Fee			Included in Viewer Cost	
16	Pavement Analysis and Written Report	1	LS	\$8,000.00	\$8,000.00
17	Project Management	1	LS	\$10,558.00	\$10,558.00
18	"Easy Street" Spreadsheet - License & Ongoing Maintenance Fee	1	LS	\$0.00	\$0.00
Project Total:					\$151,995.00

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants:

Infrastructure Management Services

OR

There are no approved subcontractors or subconsultants.