



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	IMS Infrastructure Management Services
	10630 75th Street North Largo, FL 33777
	Mnieminen@internationalcybernetics.com
City Project Manager	Dan Enrico
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	denrico@everettwa.gov
Brief Summary of Scope of Work	Conduct a pavement condition survey of the City of Everett roadway network
Completion Date	December 15, 2025
Extension Provision	One (1) twelve-month extension option at the sole discretion of the City of Everett

BASIC PROVISIONS	
Maximum Compensation Amount	\$111,980.00- – of which \$99,820.00 is for the assessment and final products and \$12,160.00 for Optional Additional Services as listed on Form 4.02 Price Sheet.
Exhibits	<p>Exhibit A: Form 4.01 Supplier Commitment Form dated 11/02/2023.</p> <p>Exhibit B: IMS Infrastructure Management Services response dated November 2023</p> <p>Exhibit C: RFP #2023-057 Pavement Assessment</p>
Service Provider Insurance Contact Information	Lois Somers
	727-547-0696
	financeadmin@internationalcybernetics.com
Additional Provision(s)	N/A

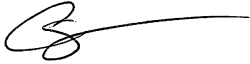
<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
---	---

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

IMS INFRASTRUCTURE MANAGEMENT SERVICES



Cassie Franklin, Mayor

12/27/2023

Date

Signature: _____



Name of Signer: Michael Nieminen

Signer's Email Address:

Mnieminen@internationalcybernetics.com

Title of Signer: CEO

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 28, 2023

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.P1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as "Work".
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
 - B. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as "it is desired that Supplier will," "it is preferred that Supplier will" or similar language) is deemed to be mandatory, unless otherwise provided in the "Additional Provision(s)" portion of the Basic Provisions.
 - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

- B. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage

prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.

- F. If the policy listed above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
- 14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
- 15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials,

payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
32. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.P1)**

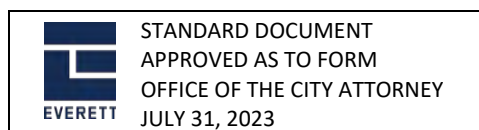


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

Form 4.01 Supplier Commitment and Information

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-057 PAVEMENT ASSESSMENT

Company Name: IMS Infrastructure Management Services, LP		
Company Address: 1750 S Los Feliz Drive, Suite 111		
City: Tempe	State: Arizona	ZIP: 85281
Tax ID #: 20-0843083	UBI #: 602-732-267	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. Limited partnership		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number: N/A		
Website: www.imsanalysis.com	City of Everett Business License # N/A	
Supplier Contact Name (if different from Authorizing Official): Nick Messick	Supplier Contact Title: Client Services Manager	
Supplier Contact Email: nmessick@imsanalysis.com	Supplier Contact Direct Phone: 480-980-6547	
Supplier Contact Address (if different from above): Same		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.


Authorizing Official Name: Kurt Keifer, PhD, PE	Authorizing Official Title: President
Authorizing Official Email: kkeifer@imsanalysis.com	Authorizing Official Phone: 737-900-6676
Authorizing Official Signature and Date:  11/02/2023	

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)



Infrastructure Management Services
an ICC Company

Request for Proposal (RFP) for
Pavement Assessment
RFP No. 2023-057



November 2, 2023

City of Everett
2930 Wetmore Avenue, Suite 9E
Everett, Washington 98201

November 2, 2023



IMS Infrastructure Management Services, LP
1750 S Los Feliz Drive, Suite 111
Tempe, Arizona 85281
(480) 839-4347
www.imsanalysis.com

City of Everett
Attn: Bert Cueva, CPPB
2930 Wetmore Avenue, Suite 9E
Everett, Washington 98201

Dear Selection Committee,

IMS is an industry leader with 38 years of pavement and asset management experience. Since our founding in 1985, we have provided services like those requested by the City of Everett to more than 1,000 municipalities across the United States and 36 in the State of Washington since 2010.

While there are several qualified firms that can survey this project, IMS offers the City something more. IMS has the largest fleet of state-of-the-art 3D pavement surface scanning systems in the United States dedicated to municipal pavement management—providing us with unmatched operational redundancy and the ability to meet tight schedules. We are well-versed in Cityworks, ArcGIS, and other complementary Trimble software solutions such as Pavement Express with many years of experience implementing and updating these programs for agencies across the United States. In the last decade alone, IMS has been involved in more than 100 Cityworks engagements ranging from full implementations to simple data updates.

In May of 2022, IMS merged with International Cybernetics Company, LP (ICC). The combination of IMS and ICC yields decades of experience with pavement engineering and analysis, software development, automated data collection equipment manufacturing, and a unique understanding of our clients' need for easily accessible, high-quality condition data to defend and justify a variety of roadway network initiatives.

Thank you again for the opportunity to submit our proposal. The official contact person for any questions regarding our submission is my colleague Mr. Nick Messick. Nick may be contacted by phone at (480) 980-6547 or by email at nmessick@imsanalysis.com.

Best regards,
IMS Infrastructure Management Services, LP

A handwritten signature in blue ink, appearing to read "K. Keifer", written over a horizontal line.

Kurt Keifer, PhD, PE
President | Principal Engineer
kkeifer@imsanalysis.com | (737) 900-6676

Table of Contents

Form 4.01 Supplier Commitment and Information	1
Form 4.02 Price Sheet	2
Form 4.03 Questionnaire	4
1. Qualifications and Relevant Experience.....	4
Esri Bronze Partnership	5
Firm Experience	5
Staff Qualifications	5
State of Washington Experience	6
Personnel by Task/Project Milestone.....	10
2. Technical Capability, Approach, and Capacity	12
Project Approach	12
GIS Survey Mapping & Network Referencing.....	12
Pavement Condition Survey	14
Rutting and Roughness.....	16
ASTM D6433 Pavement Condition Evaluation	16
Data Quality Monitoring.....	17
Quality Assurance/Quality Management	18
IMS' Signature Multi-step QC/QA Process (Optional).....	19
Budget Scenarios	19
5-year Pavement Management Plan (PMP)	20
Right-of-Way (ROW) Assets (Optional)	20
GIS StoryMap (Optional).....	21
Council Meeting (Optional)	21
Project Management.....	21
Risk, Schedule, and Cost Control	22
Inform™ Pavement Data Visualization and Analysis Software	24
IMS' Easy Street Analysis Tool	25
Pricing Methodology and Cost Competitiveness	26
Inform™ Hosted Imagery and Data Viewer	27
3. Communication, Customer Services, and Training	29
4. Risk, Performance, and Quality Assurance	31
Form 4.04 Certificate of Non-debarment/Suspension	35

Form 4.01 Supplier Commitment and Information

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-057 PAVEMENT ASSESSMENT


Company Name: IMS Infrastructure Management Services, LP		
Company Address: 1750 S Los Feliz Drive, Suite 111		
City: Tempe	State: Arizona	ZIP: 85281
Tax ID #: 20-0843083	UBI #: 602-732-267	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. Limited partnership		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number: N/A		
Website: www.imsanalysis.com	City of Everett Business License # N/A	
Supplier Contact Name (if different from Authorizing Official): Nick Messick	Supplier Contact Title: Client Services Manager	
Supplier Contact Email: nmessick@imsanalysis.com	Supplier Contact Direct Phone: 480-980-6547	
Supplier Contact Address (if different from above): Same		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: Kurt Keifer, PhD, PE	Authorizing Official Title: President
Authorizing Official Email: kkeifer@imsanalysis.com	Authorizing Official Phone: 737-900-6676
Authorizing Official Signature and Date:  11/02/2023	

Form 4.02 Price Sheet

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-057 PAVEMENT ASSESSMENT

Supplier Name:

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. This project will be paid on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire Pavement Conditions assessment and plan. Provide a cost break down for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing that milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee such as services that would be an additional expense.

A.	Pavement Condition Assessment	Firm Fixed, Not To Exceed	\$ 99,820.00
-----------	--------------------------------------	--------------------------------------	---------------------

Task Breakdown	# of hours for task	Cost
Deliverable: Pavement Assessment Plan (PAP) - Draft and Final	16	\$2,710.00
Deliverable: Data Quality Assurance/Quality Control (QA/QC) Plan - Draft and Final	60	\$9,420.00
Deliverable: Inventory & Condition Assessment Draft Report - Draft and Final	480	\$49,440.00
Deliverable: Maintenance, Strategy and Rehabilitation Plan - Draft and Final	80	\$11,250.00
Deliverable: Inventory & Condition Assessment Draft and Final Report	100	\$17,750.00
Deliverable: Maintenance, Strategy and Rehabilitation Draft and Final Plan	32	\$5,000.00
Deliverable: Council Presentation Materials (as needed)	8	\$1,750.00
Deliverable: Other Services: Training	0	Included in Base Pricing
Deliverable: Final data for importing into Cityworks	16	\$2,500.00

B.	Optional Additional Services Provide hourly rates for additional applicable service that your company can provide. List staff/positions to be utilized, their hourly rates, estimated hours, and other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.		
	Task Breakdown	# of Hours for Task	Cost
	Deliverable: Audit current Cityworks Model	16	\$3,200
	Deliverable: Attend City Council Meetings per Section 2.5.D	24	\$5,760

C.	Optional Additional Services Provide hourly rates for additional applicable services that your firm can provide. List staff/positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.	Hourly Rate	\$
			Principal, Sr. Engineer \$240 Cityworks Analyst \$200 Intermediate Engineer, Data Analyst \$175 Jr. Engineer, Sr. Tech \$100 Technologist, Client Mgr., Admin \$90

	Task Breakdown	# of Hours for Task	Cost
	Deliverable: On request by the City's Project Manager, the consultant shall audit existing CITYWORKS Model – Review the City's current pavement management system CITYWORKS model and provide a report with feedback on existing conditions, assumptions, and results. Review is anticipated before the inclusion of the 2023 pavement condition assessments to incorporate any necessary changes.	16	\$3,200.00
	Deliverable:		

Form 4.03 Questionnaire

1. Qualifications and Relevant Experience

A. Briefly describe your company. Include how long the company has been in business.

Founded in 1985, IMS has operated continuously as the premier municipal pavement and right of way (ROW) asset management firm in the United States and Canada. IMS was the first firm to bring automated pavement evaluation to the North American market, and we have kept that innovative mindset by continuing to implement state-of-the-art data collection and processing technologies.

In May of 2022, IMS merged with International Cybernetics Company, LP. ICC manufactures precision pavement testing hardware for government agencies, civil engineering firms, and roadway contractors globally. The combination of IMS and ICC yields decades of experience with pavement engineering and analysis, software development, automated data collection equipment manufacturing, and ROW mapping.

B. Describe the qualifications of your company as it relates to this RFP, business experience of your company.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments
- Non-destructive pavement testing and analysis
- Pavement management system implementation and training
- Pavement management plan development

In addition to pavement management services, IMS offers complementary services such as:

FIRM QUALIFICATIONS

- **38 years of experience** helping cities and counties assess, analyze, and manage pavements and ROW assets, **with successful project delivery for more than 1,000 municipalities** in that time
- **87 employees** across the United States and Canada, **including 10 engineers (six possessing PhDs)**
- Extensive experience with more than **15 pavement and asset management systems**, including, AgileAssets, Cartegraph OMS, Cityworks, Lucity, PAVER, StreetLogix, StreetSaver, VUEWorks, and others
- Project teams led by Professional Pavement/ Infrastructure Engineers
- Largest fleet of second generation laser crack measurement system (LCMS-2) equipped road surface tester (RST) vehicles dedicated to municipal pavement management in the United States
- QC/QA technicians independently certified through the rigorous Orange County Transportation Authority (OCTA) for ASTM D6433 condition rating
- Streamlined collection, processing, and data visualization using our Unify™ software suite

- ROW asset inventory development using 360-degree imagery and mobile Lidar
- Sidewalk and ADA compliance surveys
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS

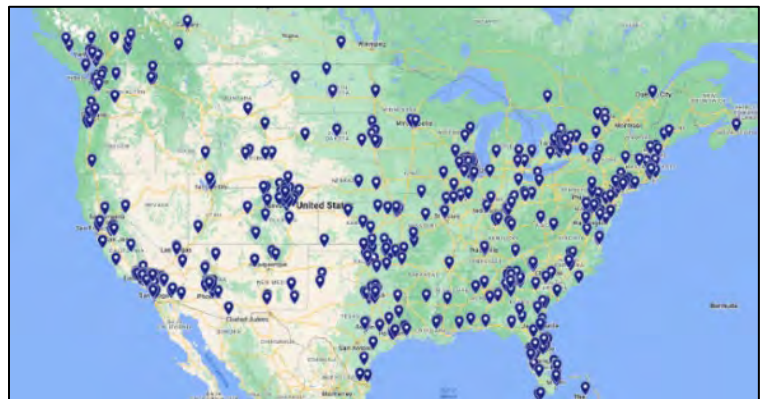
Esri Bronze Partnership

Our engineers and data processing team members are well versed in GIS. It is an essential skill given our reliance on georeferenced data for data collection, processing, reporting, and visualization. As an Esri Bronze Partner, IMS uses Esri desktop software and ArcGIS Online—software that many agencies are already using. We look for ways to leverage our clients' existing licensing, subscriptions, and infrastructure to elevate the data we deliver. IMS has built StoryMaps for clients to help explain to agency staff and constituents how a pavement condition survey is performed, what the data means, how the analysis is performed, and how the M&R budgets are distributed to maximize the use of available funds.



Firm Experience

Our technical team completes more than 100 pavement and asset management projects annually and stands second to none in our ability to establish cost effective maintenance management programs for large and small agencies alike. We have earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States and Canada performed over nearly four decades.



Staff Qualifications

The IMS team, comprised of 87 employees, includes 10 engineers (six possessing PhDs), eight independently certified pavement raters, and 18 data and GIS technicians focused exclusively on pavement and ROW asset management. **In addition, 13 of our engineers and technicians are independently certified Pavement Condition Index (PCI) raters through the Orange County Transportation Authority's (OCTA) rigorous annual certification program.** Our team is accustomed to working on multiple projects at a time, and we adjust resources on a routine basis to ensure that we have the staff and equipment required to meet project milestones.

State of Washington Experience

IMS brings significant regional experience to meet the City's pavement management needs as shown in the table below. We have completed more than 36 projects in the State of Washington since 2010. Many of our clients, including the City of Bellevue, hire us for repeat work and rely on IMS to help maintain their pavement management programs.

Agency	Miles	Software	Year(s)	Agency	Miles	Software	Year(s)
Auburn	306	Cartegraph	2012, 2017, 2019, 2021	Mill Creek	58	ESA	2020
Bainbridge Island	140	ESA	2014, 2018, 2023	Monroe	56	Lucity	2015
Bellevue	555	StreetSaver	2011, 2015, 2019, 2022	Pacific	78	ESA	2015
Bellingham	390	ESA	2013, 2016, 2022	Pasco	502	StreetLogix	2021
Bonney Lake	78	Paver	2022	Port Orchard	87	ESA	2016
Bremerton	190	ESA	2018	SeaTac	112	ESA	2011, 2013, 2015, 2017, 2020
Des Moines	104	ESA	2016	Seattle	982	StreetSaver	2022
Edmonds	185	ESA	2017, 2022	Spokane Valley	230	Cartegraph	2010, 2013, 2015, 2017
Federal Way	285	ESA	2011, 2013, 2015, 2017, 2019, 2021	Tacoma	1025	StreetSaver	2015
Fife	74	ESA	2020	Tukwila	180	ESA	2020
Issaquah	154	ESA	2019	University Place	104	ESA	2022
Kalispel Tribe of Indians	42	ESA	2014	Yakima	475	ESA	2022
Kitsap County	309	Cartegraph	2010, 2012, 2014, 2022	Yakima County	737	Mobility	2019
Longview	158	Cartegraph	2011	Mill Creek	58	ESA	2020
Lynwood	150	ESA	2016	Monroe	56	Lucity	2015
Marysville	269	ESA	2020	Pacific	78	ESA	2015
Mason County	605	Mobility	2020	Pasco	502	StreetLogix	2021
Mercer Island	109	ESA	2013, 2016, 2019, 2022	Port Orchard	87	ESA	2016

C. Identify the project manager that will be assigned to Everett if awarded this contract. Include their experience with the Pavement Condition Index (PCI) and other aspects pertinent to this project. Include years of experience, years in industry, etc. Provide a list of three major projects that person has been involved in and their role.

Project Manager Sadaf Khosravifar, PhD, PE



Sadaf Khosravifar, PhD, PE is a professional engineer and researcher with 10 years of industrial and research experience in pavement engineering. Her background includes pavement evaluation, performance, design, pavement and asset management, and GIS. She has advanced proficiency in several nondestructive pavement evaluation technologies including automated pavement condition surveys using 3D LCMS-2, falling/heavy/lightweight deflectometer and Dynaflect, traffic speed deflectometer (iPAVE and RAPTOR), GPR, and friction test devices. She is fluent in pavement/asset management software such as Cityworks, StreetSaver, PAVER, Lucity, Cartegraph, among others.

10 Years of Experience | 2 Years with IMS | Licensed PE in Maryland, Texas, and Virginia

Education

PhD and MS in Geotechnical and Pavement Engineering, University of Maryland
BS in Civil and Environmental Engineering, Sharif University of Technology

Recent Projects

City of Bellingham, Washington – Project Manager

Sadaf was responsible for the success of the project from inception to completion. She provided ad hoc training for city staff on the use of IMS' ESA spreadsheet and guided in-depth analysis of several budget scenarios. As a licensed professional engineer, Sadaf supported the city in technical pavement condition and M&R alternatives available in each segment of the roadway network. IMS updated the multi-year M&R report with new budget scenarios, unit rates, and suggested plans in 2022. The final output of IMS' most recent update included a unique synchronization of the ESA spreadsheet with the city's Cityworks enterprise software solution. In 2017, IMS collected ROW asset information for the city that included ADA ramps, sidewalks, curb and gutter, pavement marking and striping, as well as traffic signs.

City of Scottsdale, Arizona – Project Manager

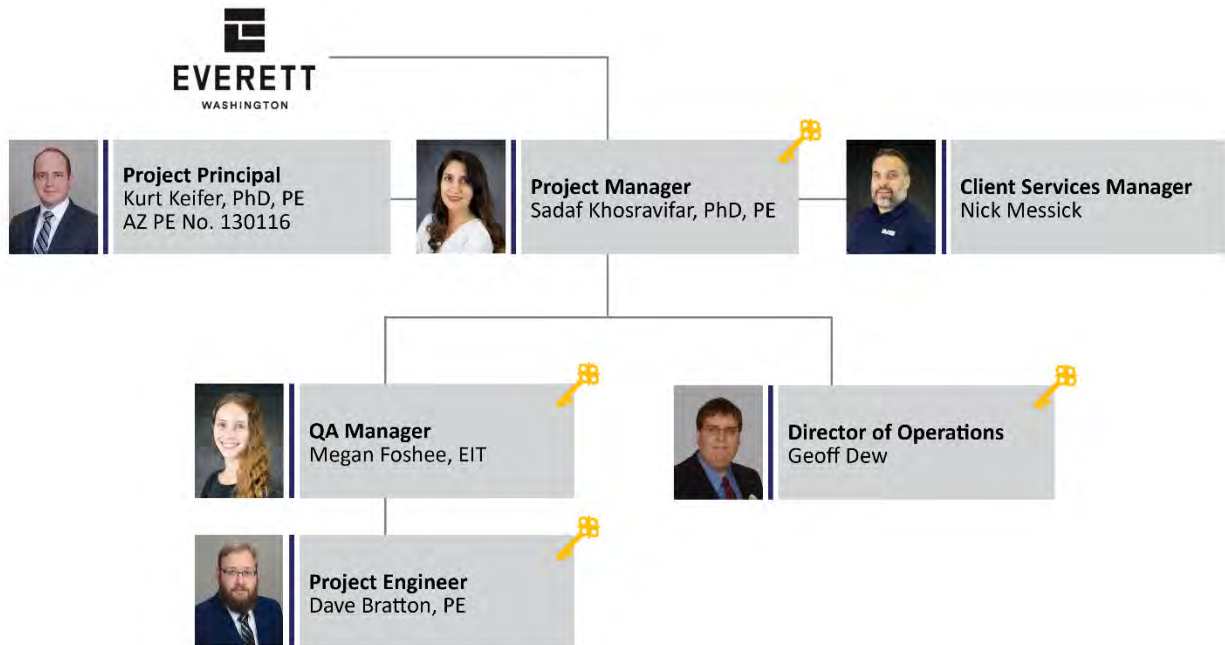
In 2020 and again in 2021-22, Sadaf oversaw a comprehensive pavement management project for the city. An automated ASTM D6433 PCI survey of approximately 1,350 survey miles of city-managed roads (including alleys) as well as IRI data collection was conducted in 2020. Structural testing was also conducted on the arterial roads using a dynaflect to assess the structural integrity of the pavement structures. Sadaf worked closely with the city to develop the operating parameters (which included rehab strategies, their unit rates, project development, and annual budgets) included in a multi-year analysis and written report.

City of Fort Collins, Colorado – Project Manager

In 2018 and 2021, Sadaf led the implementation and update of a pavement management system and the automated ASTM D6433 PCI survey of more than 800 miles of the City of Fort Collins' roadways. IRI ride quality data as well as rutting data were collected for each roadway. Collected data was uploaded to the city's pavement management system and enterprise asset management system, and the system was customized to reflect the city's M&R practices/costs.

D. Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the scope of work. Include the personnel by phase, milestone or deliverable.

Those summarized below will be assigned to the City for the duration of the project. They have been selected for their State of Washington experience, unique knowledge, and current availability/workloads. Our proposed team is supported by additional resources that, if needed, can provide extra capacity or specialized expertise for the project. We are accustomed to mobilizing additional personnel and fleet equipment as required to meet the schedule.



Personnel	Qualifications Summary, Unique Knowledge to Benefit RCRPC, and Primary Responsibilities
Kurt Keifer, PhD, PE Principal Engineer 25 Years' Experience/3 with IMS	Has 25 years of experience implementing pavement management programs for municipal agencies across the United States and around the world. Unique Knowledge: Worked with the US Army Corps of Engineers for more than a decade developing PAVER.
Kurt's Primary Responsibilities: Ensures the team has available staffing and equipment. Provides subject matter expertise and guidance to the team and ensures project deliverables enable the City to prioritize improvement projects while maximizing available funding.	
Sadaf Khosravifar, PhD, PE Project Manager 14 Years' Experience/2 with IMS	Has worked with all team members on one or more State of Washington projects. Unique Knowledge: PhD in Pavement Engineering; fluent in several pavement management systems, including Cityworks.
Sadaf's Primary Responsibilities: Works closely with the City to ensure project objectives, deliverables, and schedules are met for project success. Overall project management including quality, schedule, and budget adherence.	
Geoff Dew Director of Operations 17 Years' Experience/4 with IMS	Has worked with all team members on recent projects, managing the data processing team and associated tasks. Unique Knowledge: 500,000 miles of data processing for 12 DOTs, including delivering more than 3.5 million unique assets across 70 different asset types.
Geoff's Primary Responsibilities: Efficient management of the data processing team with an eye on integrity. Expert management of field crews and equipment to promote schedule adherence.	
Megan Foshee, EIT QA Manager 3 Years' Experience/1 with IMS	Recent graduate of the Civil and Environmental Engineering Master's Program at Auburn University, EIT in California, OCTA certified pavement rater. Unique Knowledge: WESLEA, MEPDG, PerRoad, KENPAVE, FlexPAVE, and Evercalc proficient.
Megan's Primary Responsibilities: Ensures the highest quality deliverables are prepared by working closely with the project manager and QC/QA technicians. Develops the project-specific DQMP plan with required specifications for the City's approval.	
Dave Bratton, PE Project Engineer 12 Years' Experience/12 with IMS	Project manager for recent Tehama County, City of Pico Rivera, City of San Luis Obispo, California projects; OCTA certified pavement rater. Unique Knowledge: Fluent in Cityworks, StreetSaver, PAVER, Lucity, CarteGraph, others.
Dave's Primary Responsibilities: Reviews and assists with data processing and project deliverable development. Performs QC functions as a peer reviewer.	

Personnel	Qualifications Summary, Unique Knowledge to Benefit RCRPC, and Primary Responsibilities
Nick Messick Client Services Manager 5 Years' Experience/5 with IMS	Has led data collection efforts for 60 successful projects ranging in size and complexity; develops preliminary schedules, oversees initial scope negotiations. Unique Knowledge: Transparent approach with a deep understanding of resource needs and logistics leveraged from background in the field prior to current client services manager role. ASTM6433 and OCTA certified pavement rater.
Nick's Primary Responsibilities: Ensures overall client service satisfaction. Serves as the long-term contact for the City, before, during, and after project completion.	

Personnel by Task/Project Milestone

Task	Description	Personnel Involved
1	Executed Agreement & NTP	Project Principal, Project Manager, Client Services Manager
2	Virtual Project Kickoff Meeting	Project Manager, Director of Operations, QA Manager, Client Services Manager
3	GIS Acquisition and Validation	Project Manager, Director of Operations, Project Engineer
4	Audit Current Cityworks Model	Project Manager, QA Manager, Project Engineer
5	Review Survey Map Iterations and Approval	Project Manager, Director of Operations
6	RST LCMS-2 Pavement Survey (Weather Permitting)	Project Manager, Director of Operations, Field Survey Crew
7	Data Processing and QC/QA for Collected Data	Project Manager, Director of Operations, QA Manager, Project Engineer
8	Deliver Client Data Review Spreadsheet	Project Manager, Project Engineer
9	Deliver Final Pavement Analysis	Project Manager, QA Manager, Project Engineer
10	Final Project Deliverables	Project Manager, QA Manager, Project Engineer
Opt.	ROW Assets, Council Meeting, Story Map, etc.	TBD

E. What characteristics most distinguish your organization from your competitors?

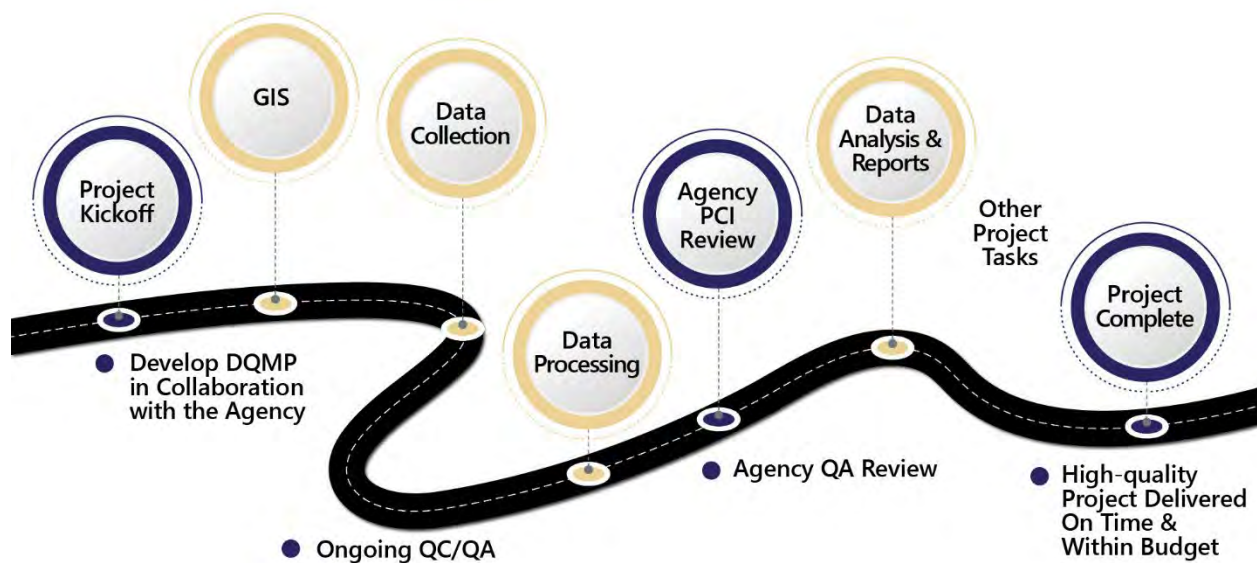
- **Comprehensive Services:** We offer end-to-end solutions, blending professional services with powerful software, ensuring our clients have access to the most advanced tools for decision-making.
- **Global Reach:** Our state-of-the-art equipment has been used on over 26 million miles of infrastructure worldwide, showcasing the trust that organizations place in our expertise.
- **Cutting-Edge Equipment:** IMS boasts the largest fleet of state-of-the-art data collection equipment in the industry, ensuring that we always use the best tools to serve your needs.
- **Tailored Solutions:** We understand that every community is unique. Our services are customized to meet your specific needs, ensuring a tailored approach to your infrastructure challenges.
- **Reliable Support:** When you choose IMS, you gain a dedicated partner. Our support does not end with the analysis – we are here to assist you every step of the way.
- **Quality Assurance:** We maintain an independently certified team of Pavement Condition Index (PCI) raters to guarantee the highest quality of service and data.
- **Extensive Knowledge:** Our team possesses extensive experience with all major pavement and asset management systems, guaranteeing that we can address diverse and complex needs.

2. Technical Capability, Approach, and Capacity

A. What is your approach to fulfill the scope of work for the project? List the primary features or work tasks. Include equipment and methodology to gather data. Describe how your approach and equipment meets or exceeds the desired results listed in Section 2.3.

Project Approach

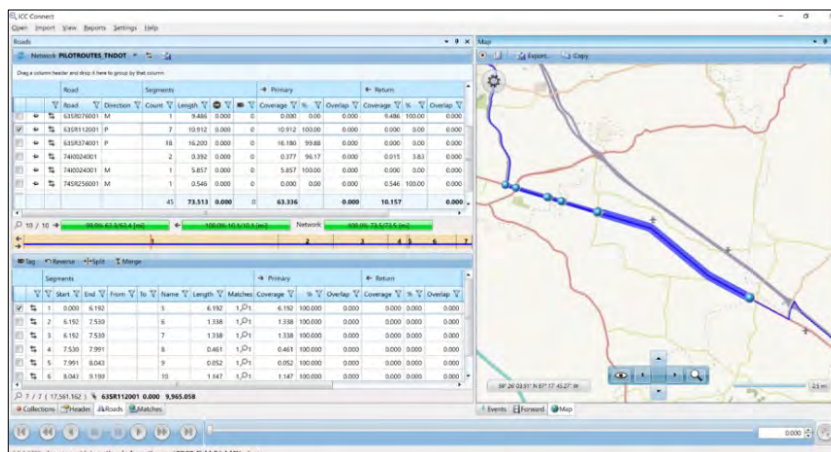
IMS has standardized a project approach based upon our 38 years of pavement management experience and the subsequent lessons learned after performing thousands of projects. Detailed conversations with our clients allow us to tailor solutions specific to the needs of the individual agency. The IMS project approach for pavement condition and asset inventory projects typically follows the eight steps shown in the figure below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



GIS Survey Mapping & Network Referencing

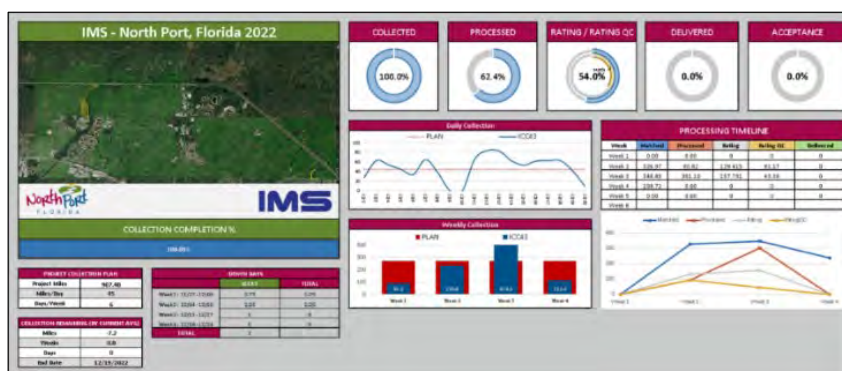
Data collection is unique in every jurisdiction, varying by network complexity, the mix of urban and rural roadways, type of terrain, schedule constraints, and most notably, the analysis and data delivery requirements. To facilitate a standard approach that yields deliverables tailored to our clients' needs, **we developed our Unify™ Software Suite that includes Drive™ for data collection, Connect™ for data processing, and Inform™ for online visualization.** This comprehensive software relies on street centerline GIS data provided by the City to build all successive processes, which include calibration, collection, processing, analysis, and reporting. The Unify™ Suite eliminates the need to use numerous scripts and transformations to produce the geodatabase and tabular deliverables.

Our technical team will review City-provided roadway network files (expected in an Esri GIS file format) that define the routes to be collected. The GIS will be reviewed against any existing pavement database street segments and roadways. If discrepancies arise, they will be noted and discussed for resolution with the City before the start of data collection. The finalized roadway network will be loaded into the Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered, minimizing routing problems and location errors.



Sample road network loaded into Connect™ software

The GIS files will include attributes such as road section ID, street name, street type, beginning description, ending description, start reference, and end reference for each segment.



Sample reporting dashboard showing data collection and processing progress

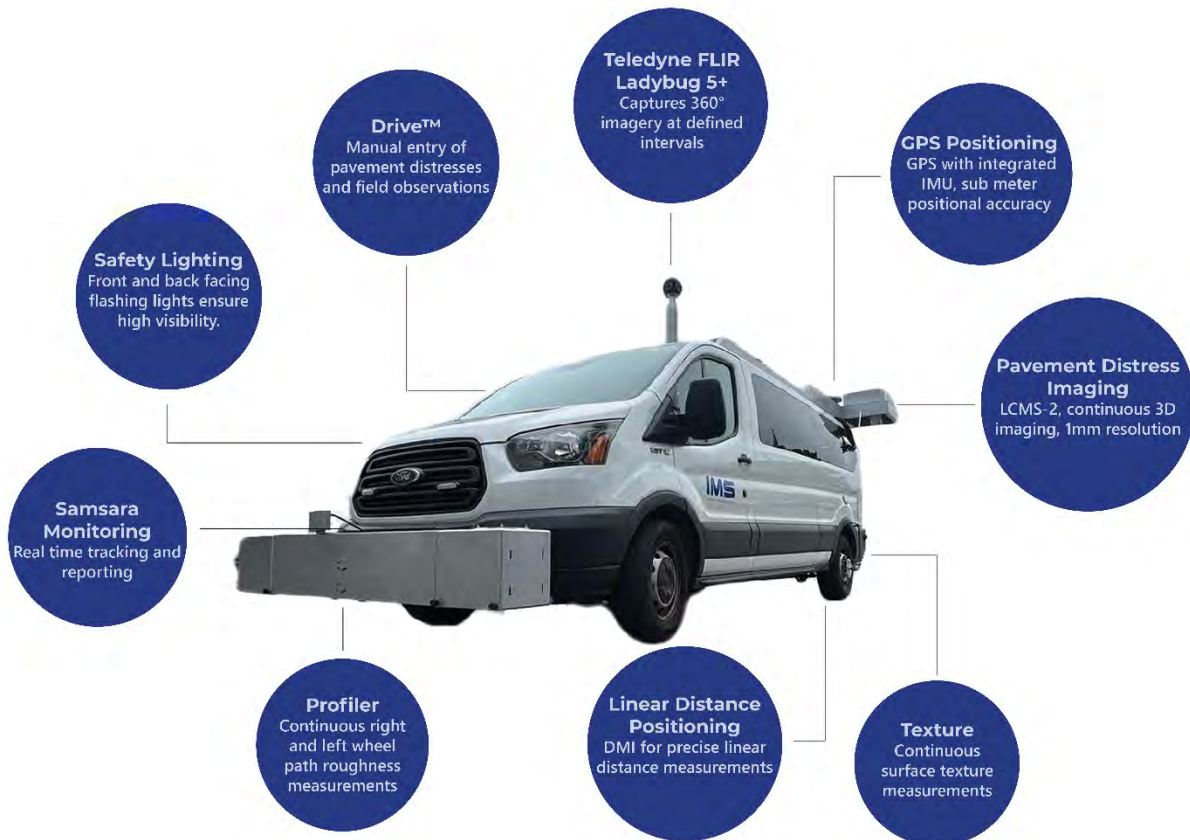
Our Unify™ software automatically extracts data from the various sensors on the data collection vehicle and combines it with location information and imagery. The Unify™ Suite workflow provides easy field data collection using the Drive™ software onboard each RST, which seamlessly transfers collected data to Connect™ for spatial analysis and processing. Unify™ software provides our clients with a perfect match between their existing GIS and the resulting condition data and allows us to configure our data deliverable in many formats that are compatible with all pavement management software, GIS, and other management systems.

Connect™ enables daily progress tracking. The field crew will upload the day's collection for office-based data analysts to match against the network for location and completeness. For larger projects, it is customary practice to divide the network into smaller, more manageable segments, such as council districts or maintenance areas.

Pavement Condition Survey

Our two-person field crews will collect both outward facing and downward facing pavement imagery, using one of our RSTs equipped with second generation Laser Crack Measurement System (LCMS-2) 3D pavement imaging technology. Pavement surface distresses including alligator cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas as well as right of way (ROW) imagery will be collected on a segment-by-segment basis, with each distress captured by type, extent, and severity as outlined in ASTM D6433. The data and imagery that is collected is then linked to the City's existing GIS data.

The LCMS-2 system is the highest resolution 3D pavement scanning technology available. Each LCMS-2 system relies on two downward-facing, high-resolution 3D cameras. Combined, the two 3D cameras capture continuous downward imagery for more than a standard lane width. The cameras are coupled with downward-facing lasers that provide constant and consistent illumination of the pavement surface, regardless of ambient lighting conditions. The impacts of shadows from trees, buildings, or simply overcast sky conditions are eliminated by the laser illumination.



IMS has the largest fleet of RST LCMS-2 equipped systems dedicated to municipal pavement management

The 3D cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433, on the pavement surface at speeds up to 65 mph. **The versatility of the LCMS-2 technology provides added value to the City since the automated pavement condition survey and data collection can be performed at posted speeds without the need for traffic control.** Pavement data collection and imagery surveys are expected to progress at a rate of between 30 and 50 miles per day for the City.

Once the pavement survey is complete, the IMS team processes the collected data using Connect™ software, a combination of advanced analytical tools, and quality control/quality assurance (QC/QA) checks to determine accurate and repeatable PCI values for each roadway segment. We perform a rigorous, manual QC/QA process conducted by IMS' certified PCI raters to further ensure data accuracy. In addition, we deliver our PCI ratings and supporting data (inventory, distress, rutting, and international roughness index [IRI] information) in both spreadsheet and GIS formats for easy review. The data that we provide may be used immediately for decision making or be imported into any pavement management software for additional analysis and reporting.

Any distresses that are not captured by the automated LCMS-2 technology will be captured by our trained in-vehicle distress raters. The automated data is supplemented by information collected by the second crew person in the van using a mobile mapping solution known as Drive™. **The Drive™ file format is part of IMS' unique approach to pavement condition surveys.** Drive™ files contain useful information for our field crews, including direction routing information and one-pass versus two-pass data collection instructions. They allow our trained field staff to capture additional condition and inspection information used by our QC/QA team to validate condition data.

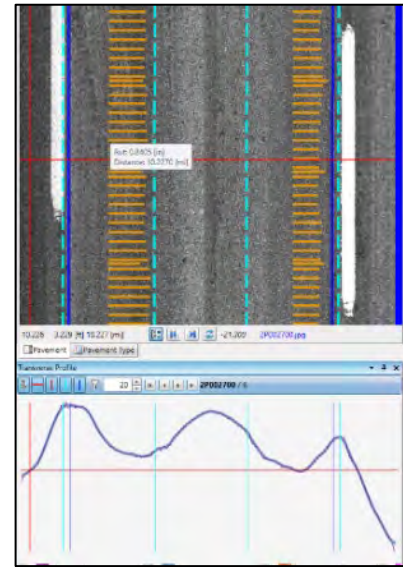
We perform the following activities daily during data collection to ensure data consistency:

- Equipment is calibrated and daily reports completed
- All sensors are continually monitored to ensure they are receiving data within specification
- The LCMS-2-equipped RST crew chief and operator manually monitor the HD digital images, GPS, distress recorder, roughness measurements, and rutting data
- Each street is noted within the inventory and on the map as well as through GPS and assignment by van number
- Production is tracked and records of coverage are documented
- If necessary, a corrective action plan is developed and followed
- All data is backed up and sent to the IMS primary office for processing

Rutting and Roughness

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the RSTs drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability.

Once all the transverse profiles are collected for a roadway, IMS determines the rut area and the deepest (or maximum) rut depth for each segment. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Orange represents high severity rutting, while yellow represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.



Rutting areas and severity levels

Pavement roughness is evaluated by measuring the accumulated difference in the vertical displacement of a road surface, independent of chassis response, over a prescribed road length (longitudinal profile). Roughness is typically reported following the International Roughness Index (IRI) index, which is calculated in real time from continuous longitudinal profile data collected by the RST's ASTM Class 1 IrisPRO™ pavement profiler. To determine the longitudinal profile, data is simultaneously obtained in compliance with ASTM E950 from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed RoLine™ lasers, and an accelerometer.

ASTM D6433 Pavement Condition Evaluation

During and following the data collection effort, we will evaluate all collected pavement imagery and surface measurements to arrive at Pavement Condition Index (PCI) values. This is a six-step process that includes the following tasks:

- **RoadInspect™ Pavement Distress Detection** – Cracks, rutting, and other pavement distresses are automatically detected in both the 2D and 3D pavement images. IRI values are also calculated at this time. *Note: The RoadInspect™ software was developed by Pavemetrics, the firm that manufactures the LCMS-2 technology.*
- **IMS Pavement Distress Classification** – Pavement distresses detected by the RoadInspect™ software are then classified by type (e.g., alligator cracking, bleeding, edge cracking, etc.) and severity (e.g., low, medium, or high) based on predefined criteria (e.g., ASTM D6433). IMS has created a suite of custom tools that include rule-based algorithms in conjunction with artificial intelligence to accurately classify pavement distresses.

- **IMS PCI Calculation** – Pavement distress data is imported into IMS' PCI calculation software and PCI values are determined for each roadway segment using a scale from zero (0) to one hundred (100) as defined in ASTM D6433.
- **IMS Quality Control (QC)** – Under the supervision of the IMS project manager, the project QC team—comprised of trained, experienced, and certified pavement raters—evaluates the results of the automated processes alongside the collected imagery and corrects any issues observed. During this step, our QC team also reviews any field comments from the Drive™ data collection system that may indicate the presence of unusual pavement conditions inadvertently impacting our automation, such as debris (sand, gravel, dirt, leaves, etc.) on the roadway. The IMS project manager will conduct an independent review of the data and work with the QC team lead to address any issues that their independent review identifies.
- **IMS Quality Assurance (QA)** – The IMS QA manager independently reviews the rated data and works with the IMS project manager and QC team to correct any issues observed.
- **Client QA** – The IMS project manager reviews the findings of the pavement condition data with client staff before beginning any analysis or reporting activities. IMS will present the pavement condition data in a Client Review Spreadsheet (CRS) along with maps illustrating pavement conditions for the client to independently review.

Data Quality Monitoring

During the collection and processing workflow, data discrepancies are detected in three ways:

- During data collection by means of real-time health monitoring systems onboard the RST van
- During data processing in Connect™'s data import module by means of data quality checks that include data completeness and data synchronization validation
- During data reporting in Connect™'s report generation module by means of sensibility and range checks

These processes are run on 100% of the collected and processed data. Any road sections with data discrepancies arising from sensors, systems, or processing that exceed the defined thresholds will be recollected and/or reprocessed, as necessary.

IMS will review a random sample of pavement images to confirm the accuracy of reported distress data using our Connect™ software. The detailed distress data for each image, including cracking and the classified and rated distresses, are superimposed over the image as well as displayed in a table. This allows QC reviewers to efficiently review and confirm that the condition of the road has been surveyed accurately.

The screenshot displays the JUCE Connect software interface, which is used for monitoring and analyzing crack data. The interface is divided into several sections:

- Top Left:** A live video feed showing a street scene with a white van parked on the side.
- Top Center:** A map view showing the location of the camera and the area being monitored. The map includes a street grid and a red line indicating the camera's path.
- Top Right:** A detailed view of the crack data, showing a grid of red and blue lines representing the crack's position and orientation.
- Bottom Left:** A table of crack data with columns for Length (m), T (Distance), and T (Growth). The table lists several cracks with their respective lengths and growth rates.
- Bottom Center:** A graph showing the crack length over time. The x-axis represents time in minutes (0 to 3), and the y-axis represents crack length in meters (0.0 to 0.4). The graph shows a series of peaks and troughs, indicating the crack's growth and contraction over time.
- Bottom Right:** A detailed view of the crack data, showing a grid of red and blue lines representing the crack's position and orientation.

[illegible]

- How the data collection equipment will be calibrated and certified
- What data quality control (QC) measures will be conducted before data collection begins and periodically during data collection
- How data will be sampled, reviewed, and checked for quality

- What error resolution procedures will be followed
- How data will be accepted

IMS' Signature Multi-step QC/QA Process (Optional)

IMS has developed a unique approach to pavement condition assessments by coupling the power of automated algorithms with the manual review of distress data. Our pavement engineers have an expert understanding of the capabilities and limitations of the state-of-the-art LCMS-2 technology and the sophisticated algorithms that we employ. They are trained to detect anomalies in field observation notes, manual data review, and automated LCMS-2 output. This rigorous QC/QA process provides an added measure of confidence that the automated distress detection and classification algorithms have performed accurately.



Our signature QC/QA process is comprehensive and makes use of field observations, automated data processing tools, manual data review by our QC team, independent review by our QA manager, and final review by the City.

Machine learning and artificial intelligence have made leaps and bounds in accelerating the distress identification process; and when combined with the expertise of IMS' trained pavement raters, field staff, and expert engineers, they establish a high level of data confidence and integrity. The City will perform the final QA review, taking ownership of the condition data. We understand that others may view the IMS multi-step QC/QA process as stringent, however we have found over the years that our multi-angle approach to QC/QA consistently yields the highest quality data delivered to our clients.

Budget Scenarios

The IMS team uses a rigorous, quality-tested prediction modeling and budget evaluation process to develop custom unit cost tables, decision trees, and scenario plans. We will customize Cityworks with City-specific parameters before running several network-level "what-if" scenarios that explore the benefits and consequences of several budgets on long term

pavement conditions and rehabilitation backlog. This includes analyzing useful life scenarios for segments within the City’s roadway network. Our goal is to build the most equitable, need-based multi-year programs for our clients.

10-year Pavement Management Plan (PMP)

Once the City has accepted the data through the client review process, we will build the City’s 10-year pavement management plan (PMP), which will include deterioration curves, functional class, pavement type, pavement strength rating, City-specific rehabilitation techniques and costs, and other City-specific parameters.

Strategy (example)	PCI Range (example)	Criticality	Cost of Deferring the Activity	Priority
Preventive Maintenance	65 – 80 with limited load related distress	Non-Critical		10
		Critical (In their Need Year)	Too High	1
Thin Mill and Overlay	55 - 65	Non-Critical		8
		Critical (In their Need Year)	Low	5
Thick Mill and Overlay	45 - 55	Non-Critical		7
		Critical (In their Need Year)	High	2
Partial Reconstruction	25 - 45	Non-Critical		6
		Critical (In their Need Year)	Moderate	3
Full Reconstruction	0 - 25	Non-Critical		9
		Critical (In their Need Year)	None / Safety	4

Our multi-year pavement rehabilitation programs are built around industry standard prioritization techniques and financial optimization in the form of cost of deferral. **We focus on applying the right treatment to the right pavement at the right time to maximize the use of limited funding** over the course of the overall pavement lifecycle. We will use the funding levels provided by the City to determine the annual funding required to attain or maintain the average overall pavement condition score desired by the City (typically between 65 and 80) and prepare investment benefit recommendations for the City’s future use.

The IMS team incorporates pavement management principles that assist agencies in producing cost effective maintenance programs. Localized construction costs, customized deterioration models that reflect local pavement performance, and other environmental and local construction practices are considered when developing our M&R analyses and recommendations.

We will prepare a pavement management program report that summarizes the methods and finds of the automated survey, M&R recommendations, budget and pavement condition forecasts, and GIS maps. Our approach to establishing overall prioritization of M&R recommendations is flexible and can account for non-engineering factors. **Our engineering team has recent experience using Cityworks to develop equitable M&R plans that consider funding distribution based on technical and non-technical considerations that impact local communities.** We look forward to collaborating with City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders.

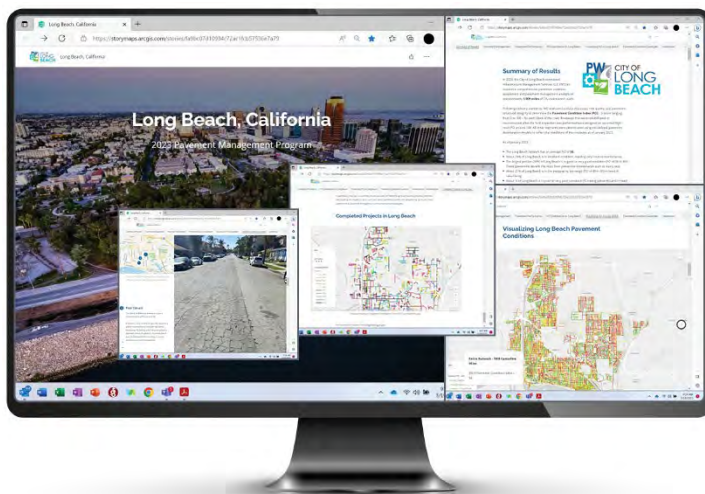
Right-of-Way (ROW) Assets (Optional)

ROW asset data collection is a primary component of nearly half of IMS’ projects. We have experience collecting data for and managing ROW asset inventories and condition assessments

on signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, and many others. While we offer multiple methods for collecting ROW assets, the most cost-effective is to use the ROW imagery that is collected at the same time as the pavement surveys are conducted. IMS' RST LCMS-2 equipped data collection systems use high-end GPS coordinate data and HD digital cameras on the front, side, and rear of the van to capture visible assets in the ROW. Finally, the images are post-processed using a specialty piece of GIS and image viewing software.

GIS StoryMap (Optional)

Our team of Esri GIS experts is focused on building easy to use and easy to maintain web-based, geocentric dashboards and StoryMaps to serve not only our clients, but also their constituents. These tools provide a dynamic way to present complicated information visually. Since many agencies are already using Esri software and ArcGIS Online, we look for ways to leverage their existing licensing, subscriptions, and infrastructure to elevate the data we deliver. Our agency-focused dashboards enable managers to easily review planned work, existing and forecasted conditions, and funding impacts directly on the map. We have built StoryMaps for clients to help explain to citizens how a pavement survey works, how the analysis is performed, and how the M&R budgets are distributed to maximize the use of scarce funding.



*Recent example of an
ArcGIS Online Story Map
for the City of Long Beach,
California Click the
following link to visit the
complete Interactive Story
Map online at:*
<https://storymaps.arcgis.com/stories/fa9bc07d10984c72ac1fcb57536e7a79>

Council Meeting (Optional)

As an optional service, we can develop and deliver a presentation to educate council members and/or the public on the concepts of pavement management, the results of the survey, health of the roadway network, and our recommendations.

B. Describe your execution, management, and control of the project.

Project Management

IMS assigns seasoned pavement engineers as the project managers for all our projects. We believe it is imperative that the project manager have the requisite technical and domain

knowledge—as well as practical project management experience—to lead the team. **Our project management approach is based on thorough planning, proactive schedule management, and constant communication—the result of which is higher quality deliverables and satisfied stakeholders.**

Project Kickoff

An initial kickoff meeting with the City and the IMS team is a prerequisite to a successful project. This early communication is critical to ensuring that we are fully aligned with the City's overall vision for the project and that specific data needs are documented accurately in our project initiation form (PIF) and GIS setup form. These project success documents support transparency and act as a reference point for relevant stakeholders. Finally, we prepare the project management plan for the City's approval. The plan includes, but is not limited to:

- Contacts and stakeholders
- Measurable tasks and milestones
- Project approach and specific data collection methods
- Allocation of resources, including personnel and equipment
- Deliverables and schedule
- Performance and schedule risks and mitigation strategies

The plan is approved by the City before any data collection begins and we ensure it remains current with any additional data needs.

Status Meetings

At a minimum, we will schedule monthly routine check-in meetings to communicate the current project schedule, upcoming tasks, risks, and challenges. IMS will develop the meeting agenda and prepare succinct meeting minutes that catalog the items discussed, decisions made, and action items with a list of who will be responsible for completing each activity.

Risk, Schedule, and Cost Control

Risk Approach

Risk management begins with early planning and a healthy appreciation of the challenges we are likely to face as a team. At the conclusion of each project, we conduct a lessons learned analysis, and apply take-aways to subsequent projects. The result is a mature process of continuous improvement—one where every project benefits from the identification and mitigation efforts gleaned from the projects that have come before. IMS takes a preventative approach on our projects to stay ahead of any issues that may occur. We maintain a risk register of common issues and add risks specific to the project as they arise. **We will work with the City to assess the likelihood and impact of each issue and determine mitigation measures to resolve them before they can impact the overall schedule or budget.**

Schedule Approach

Our approach to the development and implementation of the project schedule is realistic and we hold ourselves and others accountable to meeting it. We will tailor project-specific mitigation strategies to the most common risks to the schedule, such as weather delays and QC/QA review timeframes. Data collection is impacted by many internal and external factors, including weather and road closures, as well as equipment maintenance and the impact of adjacent projects running concurrently in the project area. IMS is diligent with preventive maintenance to limit equipment issues, includes float in the schedule in case of weather delays, and coordinates with all project stakeholders to optimize field testing and operations.

Cost Control

We prepare cost-competitive project budgets to meet our clients' varying needs and seek to provide added value for no or little additional cost. We enable data-driven decisions about pavement, sidewalk, and right of way (ROW) assets that empower agencies like the City of Everett to get the most out of their budgets and deliver meaningful safety and M&R) results.

C. Provide a timeline and milestone plan for per section 2.5.

This schedule is based on an estimated receipt of NTP by early-January 2024. A final schedule will be provided upon the completion of scope negotiations. The schedule for data collection is variable and dependent upon the receipt of NTP.

IMS Proposed Schedule for Everett, Washington			
Assumes an NTP is issued, preliminary work commences in December 15, 2023			
Task	Description	Duration Estimate	Milestone Completion
1	Executed Agreement & NTP	N/A	December 15, 2023
2	Virtual Project Kickoff Meeting	1 day	December 2023
3	GIS Acquisition and Validation	2 weeks	January 2024
4	Audit Current Cityworks Model	1-2 weeks	January 2024
5	Review Survey Map Iterations and Approval	2 weeks	January-February 2024
6	RST LCMS-2 Pavement Survey (Weather Permitting)	6-10 weeks	February-April 2024
7	Data Processing and QC/QA for Collected Data	8-12 weeks	March – June 2024
8	Deliver Client Data Review Spreadsheet	6-8 weeks	April – May 2024
9	Deliver Final Pavement Analysis	2-3 weeks	June 2024
10	Final Project Deliverables	4 weeks	July 2024
Opt.	ROW Assets, Council Meeting, Story Map, etc.	4 months	By Late-June 2024

NOTE: Should the City prefer, IMS has availability to conduct field data collection in the spring.

D. How will we benefit from your approach?

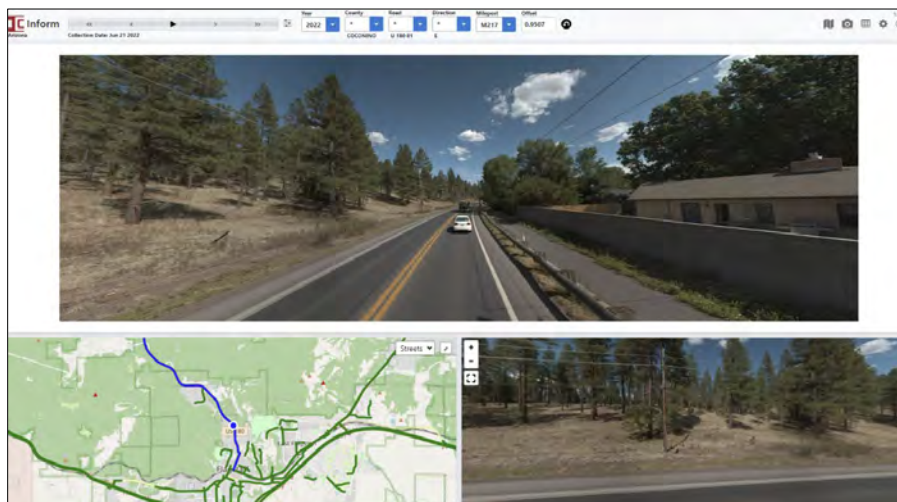
- **End-to-End Solutions:** We have invested \$5M in providing professional services powered by end-to-end software solutions, enabling you to make informed decisions with ease.
- **Accurate Data, Informed Decisions:** We believe in the power of precise data. Our analyses are rooted in accuracy, ensuring that you have the information needed to make the best decisions for your community.
- **Expertise You Can Count On:** With years of experience, our team comprises professionals who are passionate about what they do. You can rely on our expertise to navigate the complexities of infrastructure management.

E. What immediate improvements will we notice as a result of your approach?

As an added value, we are pleased to offer the City complimentary access to ICC's pavement and asset data visualization software Inform™. Inform is a convenient, web-based tool that simplifies visualization of data and associated imagery, and allows clients to customize search parameters based on the agency's GIS. Currently in use at Arizona DOT, Delaware DOT, and others, Inform is fast, intuitive, and offers the simplest way to make valuable photolog images available agency-wide with no license restrictions on the number of users.

Inform™ Pavement Data Visualization and Analysis Software

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review all collected pavement data, including cracking, rutting, and roughness together, in a geocentric environment. The software is fast, intuitive, and the simplest way to make valuable photolog images available to every user, saving field visits and time.



Inform™ powerful, enterprise-grade pavement condition data visualization and analysis software

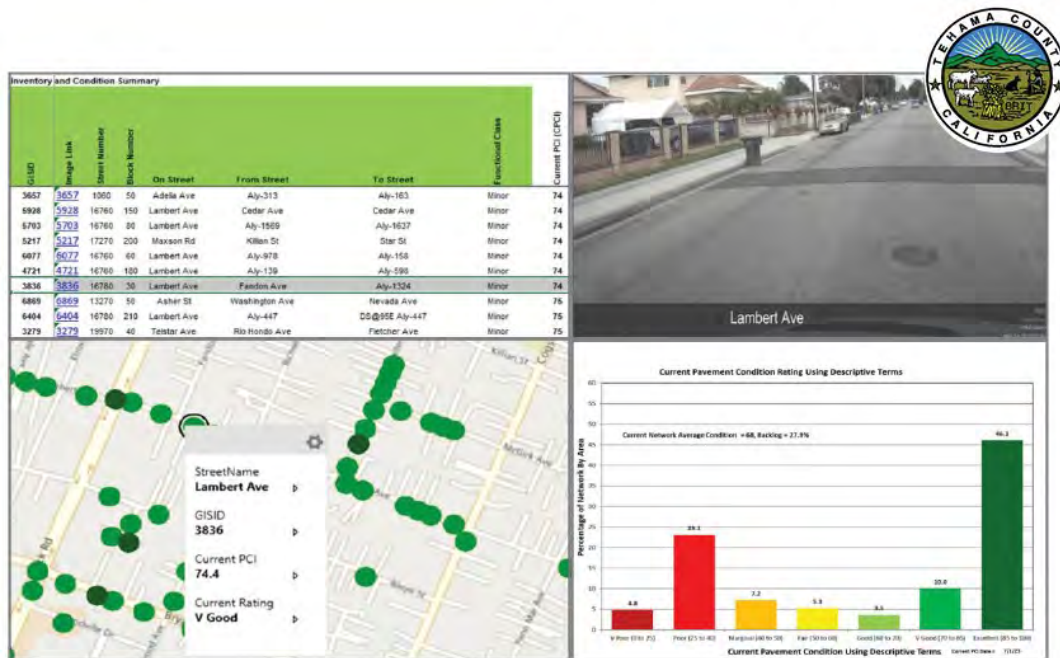
“... ADOT had specific requirements [that needed] to be met for our viewer. Inform met and Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels.”—Robert Bush, Program Manager, Arizona DOT

IMS' Easy Street Analysis Tool

As a convenient enhancement tool for Cityworks' analysis capabilities, we recommend using IMS' Easy Street Analysis (ESA). ESA integrates the core analysis capabilities of some of the most powerful pavement management systems within a familiar Microsoft® Excel environment. **It is a pavement management tool designed to provide our clients with easy access to the pavement condition data and analysis results almost immediately, enhancing the use of traditional licensed-based software such as Cityworks.**

At the City's request, we will load a sample data set, at no cost, to demonstrate why it is such a popular approach for many of our clients.

ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses. Results can be visualized using both Esri GIS software and the new Excel-based mapping tools as an added benefit.



Tehama County, California ESA data analysis

F. How (or why) does your approach provide the best value?

Pricing Methodology and Cost Competitiveness

IMS offers competitive pricing commensurate with the pavement and asset management industry. In addition, we are able to offer several cost saving benefits to our clients through the strength of the IMS and ICC relationship. Our estimating guidelines include reviewing historical data and current industry trends. We update our estimating guidelines to reflect the most competitive labor, equipment, materials, and overhead expenses that we can offer to our clients. The accuracy of our initial estimate or firm fixed fee price quote is essential to identifying any true variances during final contract negotiations, and for identifying opportunities to reduce pricing to better align with specific project goals or to re-allocate cost-savings to other areas of need.

The pricing we have provided the City is in-line with our published rates for the recent North Central Texas Council of Governments (NCTCOG) Pavement Analysis and Related Services contract. These rates are public and can be viewed here: <https://www.txshare.org/available-contracts/pavement-analysis-services/infrastructure-management-services-inc>.

G. How does your approach meet or exceed our needs as described in the scope of work?

At IMS, our commitment to client satisfaction is not just a statement; it is a driving force behind everything we do. We continuously strive to exceed our clients' expectations, delivering results that have a lasting impact on the communities we serve. By placing immense value on the satisfaction of our clients, we uphold our mission of empowering communities and fostering a future where well-maintained infrastructure is the backbone of thriving and prosperous societies.

H. Provide a timeline plan for your company to meet the objectives listed in the scope of work. Include any City of Everett staff time requirements.

Please see our detailed schedule provided on Page 23.

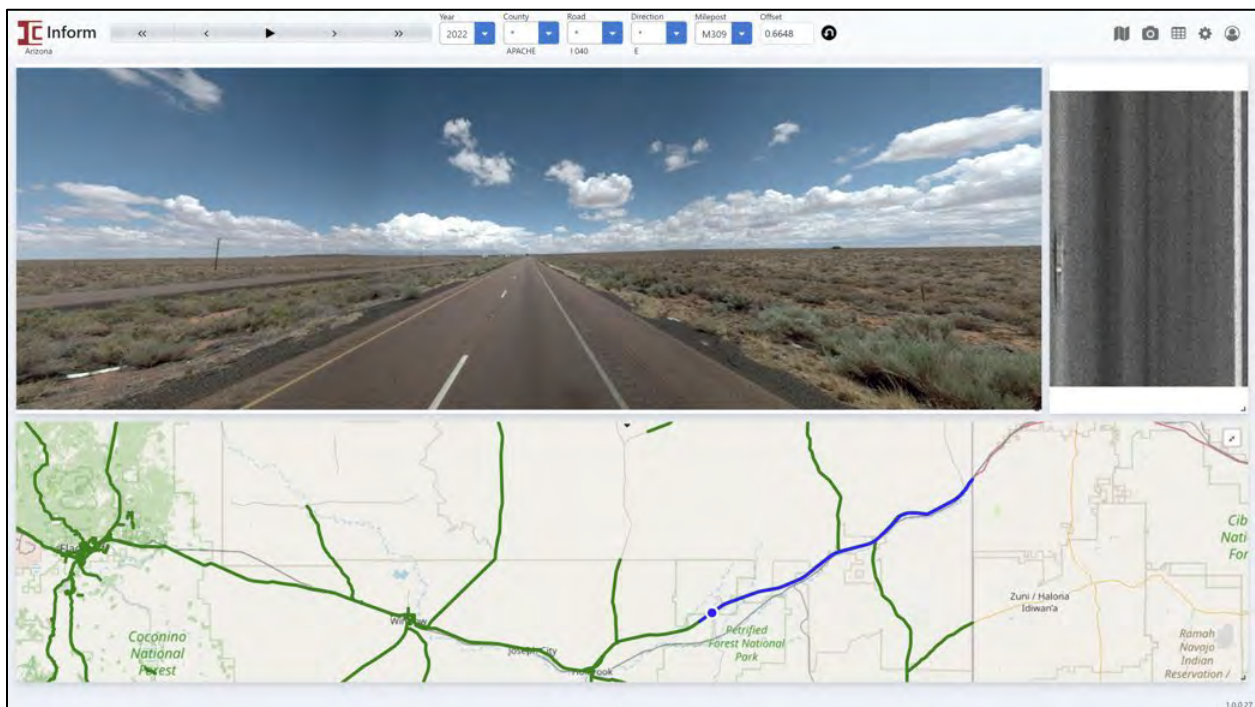
I. Describe your company's available platforms for viewing images and data for the City of Everett's Public Works operations per section 2.5.C.

Inform™ Hosted Imagery and Data Viewer

Functionality

Inform™ is the ideal solution for making the collected image data available to IMS clients. This is the next generation image-viewer, and it is designed to simplify the visualization and City-wide distribution of road images and data. IMS collects panoramic 360-degree imagery views with pan/tilt/zoom controls available in the software. This software is available for any clients whose data is processed in Connect, because this shares the backend architecture with Connect and the IMS data processing workflow.

The all-new Inform™ software is fast and intuitive. You can easily jump to any road in your network, play images forward and backward, and look up condition data. It is the simplest way to make your valuable photolog images available to every user, saving field visits and time. The software allows the user to navigate by point-and-click on the map or by selecting Locator values for the road name, ID, and direction in the dropdowns. For reference, for Arizona DOT, their custom Milepost and Offset values are also available. The ability to configure the search and operating parameters are customizable for each project based on attributes available in the City's GIS.



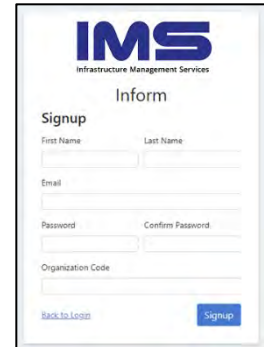
360 View Built-in

Pan-and-tilt the camera to look any way you want, and use the mouse wheel to zoom, right in your browser (provided the images have been collected with the Ladybug camera).

Inform is built on HTML5, adheres to the latest web development standards, and runs in all popular web browsers. It does not require any software installation and has no third-party component dependencies.

Cloud-hosted

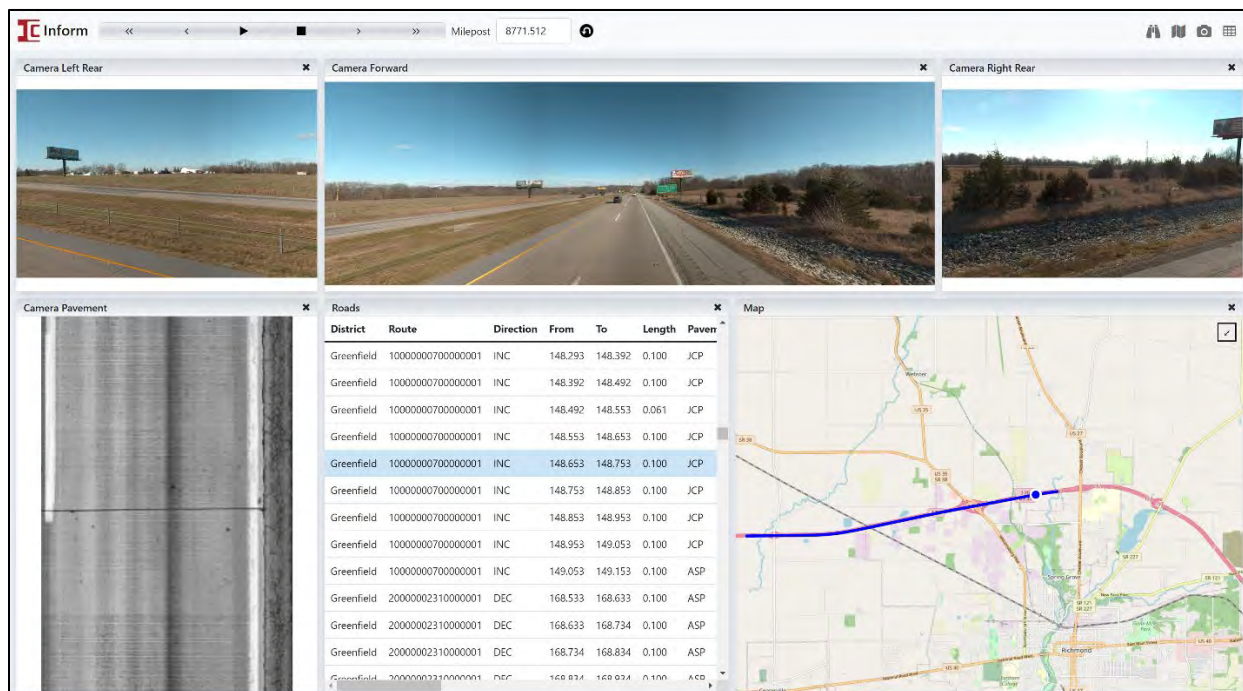
Running on powerful and secure cloud servers, Inform is ready to host hundreds of thousands of miles of data. With minimal need to engage agency IT departments in user setup, deployment, or updates, the software can be accessible to your users in a matter of days once processing is complete. We can automate sign-up for users with emails on your domain (e.g., getipass.com). Optional SSO and MFA integrations are available as well.



The screenshot shows the 'Inform' Signup page. It includes fields for First Name, Last Name, Email, Password, Confirm Password, and Organization Code. There are 'Back to Login' and 'Signup' buttons at the bottom.

Fast Image Playback

Utilizing the latest web technologies, playback of images is fast and smooth. Jumping from one road to another happens in an instant.



The screenshot displays the Inform web application interface. It features a top navigation bar with the Inform logo and a Milepost search bar. The main content area is divided into several sections: Camera Left Rear, Camera Forward, Camera Right Rear, Camera Pavement, Roads, and Map. The Roads section contains a table with the following data:

District	Route	Direction	From	To	Length	Paven
Greenfield	10000000700000001	INC	148.293	148.392	0.100	JCP
Greenfield	10000000700000001	INC	148.392	148.492	0.100	JCP
Greenfield	10000000700000001	INC	148.492	148.553	0.061	JCP
Greenfield	10000000700000001	INC	148.553	148.653	0.100	JCP
Greenfield	10000000700000001	INC	148.653	148.753	0.100	JCP
Greenfield	10000000700000001	INC	148.753	148.853	0.100	JCP
Greenfield	10000000700000001	INC	148.853	148.953	0.100	JCP
Greenfield	10000000700000001	INC	148.953	149.053	0.100	JCP
Greenfield	10000000700000001	INC	149.053	149.153	0.100	ASP
Greenfield	20000002310000001	DEC	168.533	168.633	0.100	ASP
Greenfield	20000002310000001	DEC	168.633	168.734	0.100	ASP
Greenfield	20000002310000001	DEC	168.734	168.834	0.100	ASP
Greenfield	20000002310000001	DEC	168.834	168.934	0.100	ASP

The Map section shows a map of the area with a highlighted road segment corresponding to the selected row in the Roads table.

Point-and-click Navigation

Users can click on any highlighted road on the map to jump to that location, or they can navigate using dropdowns by selecting Council District, Neighborhood, Road Name (typical for municipalities and counties). The search fields are fully customizable to meet the needs of each client. All images and data have been joined to your road network GIS and inherit these attributes.

J. Describe how the data your company produces in this scope of work will be compatible with Cityworks. If not fully compatible, how will your company ensure that the data provided can be used in Cityworks.

We will assist the City in importing the condition data into the Cityworks database, maintaining consistency and data integrity. At the City's direction, we will configure Cityworks to seamlessly integrate with GIS using a one-to-one relationship and engineer the application to support the City in generating fiscally sound management decisions through cost-benefit analysis that can include structural characteristics of each street. It is important that the selected consultant understand the abilities and constraints within Cityworks to get the most out of it. **In the last decade alone, IMS has been involved in more than 100 Cityworks engagements ranging from full implementations to simple data updates.**



3. Communication, Customer Services, and Training

A. Describe how the company project manager will keep City of Everett timely informed of any issues related to delivering the services described in this RFP.

We maintain a highly qualified staff of pavement and asset management professionals working remotely across the United States and Canada. This provides several benefits to IMS and our clients including increased regional access and productivity. Team members are accustomed to traveling for field operations, city council presentations, and critical project milestones as required, which is typical for this industry. We stay connected and accessible to our clients and to each other through the use of cloud-based software and storage, widely used Microsoft® Teams and SharePoint collaboration tools, and a commitment to face-to-face relationship building, not only during on-site client visits but at industry conferences across North America throughout the year.

B. Describe your company's customer service. What is your company's policy for returning calls and e-mails?

Our approach goes beyond the conventional consultant-client relationship. We view our clients as partners in the journey towards creating safer and more efficient communities. Through our in-depth analyses, we provide valuable insights that empower infrastructure owners to make informed decisions, ensuring the longevity and resilience of their assets. The success stories we have accumulated over the years are a testament to our unwavering dedication to client satisfaction. We are not just a provider of services; we are a trusted ally, working hand in hand with our clients to achieve their goals and make a positive difference in the communities we serve.

As a signature project for both the City and IMS, we will ensure our key personnel's workload is balanced so that they can maintain daily contact with the City and travel to the project site as

needed. Our key personnel typically average 80 to 90% billable hours each week. While they are accustomed to providing high quality service to multiple concurrent projects, we load balance project phases so that no team member's assigned projects are in the same critical startup, data collection, or closeout phases at the same time.

We ask that our key personnel or return client calls and emails the same day. When that is not possible, next business day response is our standard. If the question or subject of the call or email cannot be resolved quickly, we expect our team members to provide clear communication around actionable next steps to assist.

C. Describe your approach to achieving Customer Satisfaction.

The importance we place on client satisfaction stems from our understanding of the challenges faced by municipal agencies in managing pavements and assets. We recognize that high-quality condition data is not just a tool but a vital asset that justifies and defends various initiatives undertaken by our clients. Our team at IMS is not just familiar with these challenges; we actively work towards finding practical solutions that lead to positive impacts. We have witnessed the transformative power of accurate data, leading to decades of continuity in data, advancements in pavement management programs, and millions of dollars in increased infrastructure funding.

D. How will your project manager communicate with City of Everett's project manager in all phases of the contract? (How often are status reports provided)?

At a minimum, we will schedule monthly routine check-in meetings to communicate the current project schedule, upcoming tasks, risks, and challenges. IMS will develop the meeting agenda and prepare succinct meeting minutes that catalog the items discussed, decisions made, and action items with a list of who will be responsible for completing each activity.

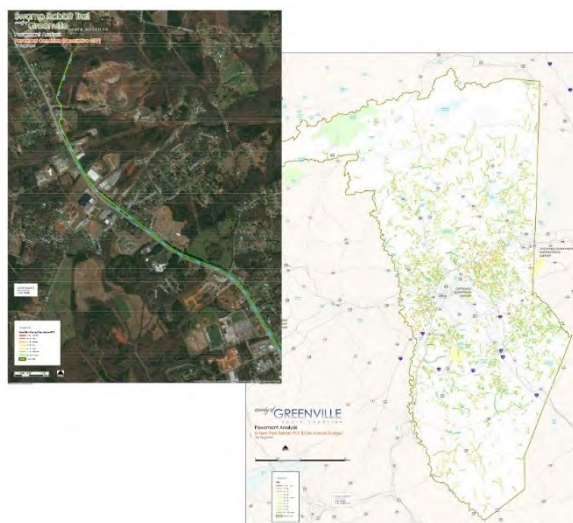
Our communication approach facilitates team building and allows for resolution of differences at the appropriate level with an escalation to others should discussions break down at the project level. We will establish an issues tracking and dispute resolution process in collaboration with the City during the kickoff meeting. The process will include a dispute resolution ladder for use resolving issues first at the project level before escalating.

4. Risk, Performance, and Quality Assurance

A. Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference: a) company name and full address; b) point of contact name, title, email address, and phone number; c) contract title, number, start and completion dates; d) contract description and order/service details; e) identify key personnel who were involved.

Greenville County, South Carolina – 2020, 2023

IMS partnered with Greenville County, South Carolina for a comprehensive update of its pavement management program in 2020. The pavement condition survey included data collection along 1,750 centerline miles of county roads, ROW, and the county-maintained Swamp Rabbit Pedestrian and Bike Trail using LCMS-2-equipped RSTs. The LCMS-2 vehicles collected 4K imagery in addition to the pavement condition data to aid in the development of a ROW asset inventory of sidewalks and signs, maintaining Cityworks FacilityIDs. After the county expressed the desire to improve on the analysis intelligence available using PAVER, IMS developed an approach that optimized the new PAVER and legacy Cityworks output using IMS' ESA spreadsheet to develop logical prioritization of paving projects based on condition and location. The enhanced 5-year plan seamlessly integrated cost-benefit analysis with updated inspection data loaded into PAVER while maintaining a link to Cityworks. IMS updated the county's roads and assets GIS and conducted training for county staff on the IMS web-based data and image viewing software Inform™.



Owner Reference: Hesha Gable, County Engineer

Email: hgamble@greenvillecounty.org | **Phone:** (864) 467-7010

Owner Address: 301 University Ridge, Suite 100, Greenville, South Carolina 29601

Contract Title: Road Pavement and Asset Inventory Data Survey

Contract No.: RFP #24-09/10-19 | **Year One Start and Completion Dates:** 06/2020 – 10/2021
(owner-initiated change order/additional scope lengthened the original schedule)

Team Members Involved: Kurt Keifer, PhD, PE, Principal Engineer; Geoff Dew, Director of Operations; Megan Foshee, EIT, QA Manager; Dave Bratton, PE, Project Engineer; Nick Messick, Client Services Manager

City of Beaumont, Texas – 2012, 2015, 2020, 2023

IMS is currently providing pavement data collection, analysis, and reporting services to the City of Beaumont as a long-time and trusted service provider. IMS served as the prime consultant for the city's transition from Lucity to Cityworks in 2020. Originally contracted as a pavement condition update to the city's Lucity system using an IMS LCMS-2-equipped RST; the scope of the project was changed after data collection was complete. The revisions to the scope included modifying data segmentation to fit a new GIS centerline, ROW



imagery, and the ability to link a management system to Cityworks. To accomplish the final task, IMS' ESA spreadsheet was used to generate condition and funding forecasts which were subsequently field mapped to the appropriate locations within Cityworks. IMS trained city staff in the functions within ESA and the process to sync with Cityworks, emphasizing the longevity of initial decisions and how to get the most out of the final reports. IMS prepared a 5-year pavement management plan and presented the final recommendations to the city council.

Owner Reference: Bart Bartkowiak, Director of Public Works and Technology Services

Email: bart.bartkowiak@beaumonttexas.gov | **Phone:** (409) 880-3752

Owner Address: 801 Main Street, Beaumont, Texas 77701

2023 Contract Title: Pavement Data Collection, Analysis, Report

2023 Contract No.: Resolution No. 23-075

2023 Contract Start and Completion Dates: 03/2023 – 09/2023

Team Members Involved: Kurt Keifer, PhD, PE, Principal Engineer; Dave Bratton, PE, Project Manager; Geoff Dew, Director of Operations

City of Seattle DOT, Washington – 2022

IMS conducted a pavement condition survey of the arterial street system for the City of Seattle as a major subcontractor to Quality Engineering Solutions, Inc. (QES). The Seattle Department of Transportation's arterial pavement network has a total area of approximately 1,547 12-foot lane-miles across 3,132 management sections. IMS performed pavement data collection using RSTs equipped with LCMS-2 technology and analyzed the data as a major subcontractor to a larger team. PCI ratings were completed in StreetSaver, and survey data was uploaded into the Seattle Department of Transportation's MTC StreetSaver online database. Approximately one third of the pavements throughout the city were concrete surfacing and the remainder were asphalt concrete or composite roadways.



Owner Reference: Benjamin Hansen, PE, Seattle DOT Maintenance and Operations

Email: benjamin.hansen@seattle.gov | **Phone:** (206) 684-5304

Owner Address: 700 5th Avenue, Suite 3800, Seattle, Washington 98104

Prime Contractor Reference : Doug Frith, QES Project Manager

Email: dfrith@qespavements.com | **Phone:** (775) 337-2655

Contract Title: Seattle DOT Arterial Pavement Condition Rating

Contract No.: 21-020 (QES Prime Contract)

Contract Start and Completion Dates: 07/2022 – 07/2023

Team Members Involved: Kurt Keifer, PhD, PE, Principal Engineer; Sadaf Khosravifar, PhD, PE, Project Manager; Geoff Dew, Director of Operations

City of Bellingham, Washington – 2013, 2017, 2022

IMS performed an automated pavement condition assessment using an RST on 390 test miles of City of Bellingham roadways in 2013. The data collected was originally loaded into IMS' ESA spreadsheet. All data was linked to the city's GIS and delivered as a geodatabase. IMS conducted a comprehensive roadway network analysis and developed a final report to aid the city in near-term and future M&R decision-making. In 2017, IMS collected ROW asset information for the city that included ADA ramps, sidewalks, curb and gutter, pavement marking and striping, as well as traffic signs. IMS updated the multi-year M&R report with new budget scenarios, unit rates, and suggested plans. The final output of IMS' most recent update (2022) included a unique synchronization of the ESA spreadsheet with the city's Cityworks enterprise software solution.



Owner Reference: Jess Herring, Streets Division Supervisor
Email: jherring@cob.org | **Phone:** (360) 778-7700
Owner Address: 2221 Pacific Street, Bellingham, Washington 98229

2022 Contract Title: Pavement Data Collection Services
2022 Contract No.: 24B-2012
2022 Contract Start and Completion Dates: 05/2021 – 06/2022

Team Members Involved: Kurt Keifer, PhD, PE, Principal Engineer; Sadaf Khosravifar, PhD, PE, Project Manager; Geoff Dew, Director of Operations; Megan Foshee, EIT, Project Engineer

Form 4.04 Certificate of Non-debarment/Suspension

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2023-057
PAVEMENT ASSESSEMENT**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
IMS Infrastructure Management Services, LP, hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The SupplierIMS Infrastructure Management Services, LP **certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.**



Signature of Authorized Official

President

11/02/2023

Title of Authorized Official

Date

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)



PROCUREMENT

Request for Proposal #2023-057

Procurement Professional Point of Contact:

Bert Cueva, CPPB

(425) 257-8903

bids@everettwa.gov

PAVEMENT ASSESSMENT

TIMELINE - The following represents the schedule for this solicitation.

<u>Event</u>	<u>Date</u>
Issue Date	October 4, 2023
Deadline for Final Questions.....	October 26, 2023
Proposal Due Date	November 2, 2023, at 11:59 p.m. Pacific Time
Anticipated Award	November, 2023
Anticipated Contract Start Date	December, 2023
Anticipated Contract Term	Two (2) year period with one (1) twelve-month extension option at the sole discretion of the City of Everett

E-mailed or delivered Proposals are acceptable.

Submit Proposals to:

E-mail: bids@everettwa.gov **OR**

If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, call to access the locked elevator.

Delivered proposals are accepted Monday through Friday, from 8:00 a.m. to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing **the original** proposal response **plus three (3) complete identical copies** with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.

Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at:

<https://everettwa.gov/2711/Everett-Procurement-Information-Contract>

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

TABLE OF CONTENTS

Anticipated Contract Term	1
Table of Contents.....	2
1.1 PROPOSAL SUBMITTAL	4
1.2 OFFER PERIOD.....	4
1.3 REQUEST FOR DUE DATE EXTENSION	4
1.4 WITHDRAWAL OF PROPOSALS	4
1.5 SINGLE RESPONSE.....	4
1.6 MULTIPLE PROPOSALS.....	4
1.7 EVALUATION AND AWARD	4
1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS	5
1.9 EXCLUDED PARTIES.....	5
1.10 BUSINESS LICENSE.....	5
1.11 BID PROTEST PROCEDURES	5
1.12 NON-ENDORSEMENT	5
1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE	5
1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT	7
1.15 NO OBLIGATION TO BUY.....	7
1.16 COST OF PREPARING PROPOSALS.....	7
1.17 CONTRACT TERMINATION	7
1.18 RECYCLE	7
1.19 COOPERATIVE PURCHASING.....	7
2.1 INTENT	8
2.2 BACKGROUND.....	8
2.3 SCOPE OF WORK.....	8
2.4 DATA GATHERING.....	11
2.5 CONSULTANT RESPONSIBILITIES.....	11
2.6 CITY OF EVERETT RESPONSIBILITIES	12
2.7 WORK HOURS	12
2.8 CONTRACT TRANSITION.....	12
2.9 PAYMENT	12
3.1 GENERAL	13
3.2 SELECTION PROCESS	13

3.3	CONTRACT AWARD AND EXECUTION	13
3.4	EVALUATION CRITERIA.....	13
3.5	INTERVIEWS	14
4.1	SUBMITTAL REQUIREMENTS	15
4.2	SUGGESTED RESPONSE FORMAT	15

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive proposal.
[remove if using PSA or software agreements]

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection

and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy

and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 – SCOPE OF WORK

2.1 INTENT

The City of Everett seeks a consultant with experience in Pavement Condition Index (PCI) to conduct a pavement condition survey of the City's roadway network. The consultant will complete a comprehensive data collection process so the city can fully integrate the data into a ten (10)-year maintenance and rehabilitation plan. The last citywide pavement survey was completed in 2009.

The purpose of the City of Everett's Pavement Condition Assessment Program is to balance preservation with replacement of existing surfaces and determine the most cost-efficient way to correct any street surface problems.

The program will:

- Inventory pavement conditions, identifying good, fair, and poor pavements.
- Assign importance ratings for road segments, based on traffic volumes, road functional class, and community demand.
- Schedule maintenance of good roads to keep them in good condition.
- Schedule repairs of poor and fair pavements as remaining available funding allows.
- Provide sound economic analysis, life-cycle costs, and asset management principles in prioritization of rehabilitation of pavements.
- Make use of the best available technology to complete the scope of work (SOW).

The City will coordinate a schedule of the deliverables with the awarded contractor.

2.2 BACKGROUND

The city has approximately 34.6 miles of Major Arterial; 18.9 miles of Secondary Arterial; 24.8 miles of Collector Arterial; 6.2 miles of other for a total of 313.6 miles of roadway. Approximately 68 percent of the road network is local streets. Please refer to Attachment A for a map that illustrates these roads within the city's road network.

In addition, the city is implementing a new road network and infrastructure management software called Cityworks (<https://www.cityworks.com/>). The Consultant must coordinate with city staff to ensure that that all data collected can be compatible with the Cityworks software to evaluate pavement management scenarios.

2.3 SCOPE OF WORK

A. SERVICES

The services requested may include, but limited to:

1. Inventory & Condition Assessment

Complete an inventory and condition assessment of the entire road network. An ideal assessment would include the consultant completing the following:

- a. Complete Inspection of roadway consistent with ASTM D6433 methods.

- I. Driving all public roads in both directions resulting in 100 percent coverage. Output of data must represent the full coverage of the roadway.
 - II. Collect data using an automated or semi-automated data collection vehicle equipped with onboard sensors for measurement of all significant parameters of pavement and associated distresses.
- b. Perform geo-referenced digital pavement data collection, including high resolution downward facing line-scan images and high-resolution forward and side facing images at maximum 20-foot intervals.
- c. Deliver digital images in industry standard *jpeg image format. They also must be easily viewable and include aspects of the right-of-way outside of the pavement for location context and coordinated with street segment rating information. All images must have the ability to determine the date that the image was taken.
- d. Complete LiDAR and photogrammetric coverage of all city roadways.
 - I. Converting the LiDAR and photogrammetric point data to include GIS features.
 - II. Provide analysis using ASTM D6433 methodology of the collected pavement data.
- e. Establish a database of pavement conditions, including Pavement Condition Index (PCI) for each street segment on a scale from 0 (very poor) to 100 (excellent) using ASTM D6433 methods. The PCI indicators need to be assigned to each roadway segment in a manner that allows for integration with the city's existing GIS systems.
- f. Reference the geodatabase to the roadway segments provided and include the PCI indicator assigned to each roadway segment, along with any other information collected as part of the roadway survey, including but not limited to the presence or absence of pavement distress, details on any distress that is present, pavement type, number of lanes, slope, roughness, and width.
- g. Ensure that the data collection is consistent and repeatable, and conducted in conditions that support the collection of high-quality data and high-quality information.
- h. Update the city's Cityworks asset management system to include all new survey information including size and severity of each distress measured in each street section. Imported database shall be compatible with CITYWORKS format.
- i. Coordinate with the Cityworks database manager to ensure the collected data is formatted to be compatible with the Cityworks system. The data uploaded to Cityworks assessment management system is to include all new survey information including size and severity of each distress measured in each street section. Imported database shall be compatible with city format.
- j. Coordinate with the identified City personnel to update the City's Cityworks and GIS databases to include newly constructed streets, including new polylines, if necessary. The format used for data entry shall match current coding format. At a minimum, each new

segment entered will include Name, Beginning Location, End Location, Length, Width, Year Constructed, ID numbers.

- k. Ensure all GIS data conforms to the following: WA State Plane Coordinates, North Zone, High Precision Ground Network, and US Feet. ESRI Coordinate System: NAD_1983_HARN_StatePlane_Washington_North_FIPS_4601_Feet.

2. Maintenance Strategy and Plan Establish suitable rehabilitation and preventive maintenance strategies, including life-cycle costs for various maintenance alternatives including appropriate treatments such as slurry seal, chip seal, overlay, and reconstruction.

- i. Develop a prioritized street rehabilitation project list that will result in the greatest net present value within the given short-term and long-term budget parameters.
 - I. Incorporate feedback from city staff on project priorities and confirm assumptions and processes used for prioritization projects. This process may take multiple iterations of the project plan to incorporate staff comments.
 - II. Conduct a field review with city staff of the streets included in the refined street rehabilitation project list to verify pavement condition and recommended rehabilitation treatments.
 - III. Estimate costs for the recommended improvements in current year-dollars.
 - IV. Provide a six (6)-year project list for 2024-2030.
 - V. Deliver a maintenance plan with narrative, tabular data, and graphics for review by city staff and use by the program team for future years. The plan will document the decision process and evaluation criteria used to include and exclude projects leading to the final recommendations for pavement rehabilitation and preventative maintenance projects.

B. ASSESSMENT AND PLAN RESULTS

The Consultant will provide a detailed plan for an ongoing process of maintaining, upgrading, and operating pavement assets cost-effectively, based on a continuous physical inventory and condition assessment. The Consultant will provide:

1. Inventory Definition

Typically, pavement management requires road inventory to be created and tied to an Asset Location Referencing System (ALRS). Road inventory includes road location using both coordinate and linear referencing systems, road width, road length and pavement type.

2. Condition Assessment

Pavement conditions can be divided into structural and functional conditions with various condition variables. To measure such indices and provide data collection, the best available technology should be used to reduce costs.

3. Condition Prediction

Pavement condition prediction and recommendation for material and construction choices should be included in the report and as part of the digital database.

4. Work Planning

Work planning is essentially road maintenance planning in which the maintenance works are assigned both spatially and temporally according to the desired criteria such as minimal costs to the city.

2.4 DATA GATHERING

The city expects that the consultant will gather data such that the data results in automated collection of quality, laser generated images, 360-degree color photos and imaging that will detect distress, rutting and cracking.

Data methods must result in:

1. Showing cracks (as small as 1mm).
 2. Provide Automated mapping and quantification of cracks
 3. Categorization of “crack patterns”
 4. Detection of cross-slope, rutting, roughness and fault measurements
 5. All data should be geo-referenced
- A. Data gathering equipment must be capable of deployment in a wide range of operating conditions, e.g., heavy traffic volumes, adverse weather conditions, road surface configurations, etc., and across five (5) moving lanes of traffic.
- B. Ability to download reporting data in Excel, csv, or a similar format for ad-hoc data reporting.
1. The city prefers the data to have ability to natively integrate with CITYWORKS, Microsoft Power BI and Socrata Open Data via API for data analytics.
- C. Provide an Intranet-based website viewing capability for City of Everett Public Works operations. This should include secure access for registered owners to view pictures and video.

2.5 CONSULTANT RESPONSIBILITIES

The Consultant will report to the Project Manager. The Consultant will provide internal communications and messages in the form of oral and written memos or emails to the Project Manager as needed.

Also, the Consultant should provide:

- A. Pavement Assessment Plan (PAP) An ideal plan would include a schedule, means and methods of data collection, temporary traffic control plans, safety plan, and any other elements required to successfully gather the required data.
- B. Data Quality Assurance/Quality Control (QA/QC) Plan – The plan should include but not be limited to:
1. Identify data quality objectives.
 2. Identify staff skills and training.
 3. Software and file types for data handling and analysis (upload into CITYWORKS)
 4. Describe a structure for data storage that can also facilitate checking for errors and help to document data quality.

5. How to deal with erroneous data
 6. How problematic data will be flagged and corrected,
- C. Statistical Reporting. In support of the City's program evaluation needs, the successful Consultant will provide access to program performance metrics. It is preferable for City authorized users to access data through a web-based portal or other access format. Furthermore, it is preferable if reports are downloadable into Excel format for the data to be manipulated as necessary.
- D. Provide assistance to City staff for City Council presentations.
- As necessary, City staff may require assistance presenting information and conclusions as part of their Pavement Conditions Survey to the City Council. Ongoing as requested.
- E. Other Services. Other services to be provided by the successful Consultant will include:
1. Training authorized City staff involved in the various aspects of the Consultant's proposed approach.

2.6 CITY OF EVERETT RESPONSIBILITIES

- A. Project manager will spot check various roadway sections to ensure accuracy of data received.
- B. The city will provide a GIS layer of Street centerlines including an internal ID in a file geodatabase. Final delivery of the pavement inventor shall be uploaded and returned to the City in a file geodatabase with the original ID, original coordinate system and new attributes.

2.7 WORK HOURS

All work under this contract will be performed during normal working hours, excluding weekends and holidays. The contractor must adhere to the City's Noise Ordinance. Any requests for noise ordinance variances must be completed in accordance with the Noise Ordinance. The noise ordinance can be viewed at <https://everett.municipal.codes/EMC/20.08>.

The consultant must conduct all operations with the least possible obstruction and inconvenience to the public. Any requests for lane closures must be made through the city project manager.

2.8 CONTRACT TRANSITION

In the event of a follow-on contract award to another supplier, the Proposer shall ensure a cooperative and smooth transition to a new contract provider and shall provide all records, status reports and contract files as agreed with the provided notice of termination.

2.9 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable, PO Box 12130, Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

	Criteria	Points	Description
1	Qualifications and Relevant Experience	65	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	50	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
Total		400	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Form 4.01 Supplier Commitment and Information (included)**
- 2. Form 4.02 Price Sheet (included)**
- 3. Form 4.03 Questionnaire: Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Form 4.04 Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-057 PAVEMENT ASSESSMENT

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-057 PAVEMENT ASSESSMENT

Supplier Name:

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. This project will be paid on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire Pavement Conditions assessment and plan. Provide a cost break down for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing that milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee such as services that would be an additional expense.

A.	Pavement Condition Assessment	Firm Fixed, Not To Exceed	\$
----	-------------------------------	------------------------------	----

Task Breakdown	# of hours for task	Cost
Deliverable: Pavement Assessment Plan (PAP) - Draft and Final		
Deliverable: Data Quality Assurance/Quality Control (QA/QC) Plan - Draft and Final		
Deliverable: Inventory & Condition Assessment Draft Report - Draft and Final		
Deliverable: Maintenance, Strategy and Rehabilitation Plan - Draft and Final		
Deliverable: Inventory & Condition Assessment Draft and Final Report		
Deliverable: Maintenance, Strategy and Rehabilitation Draft and Final Plan		
Deliverable: Council Presentation Materials (as needed)		
Deliverable: Other Services: Training		
Deliverable: Final data for importing into Cityworks		

B.	Optional Additional Services Provide hourly rates for additional applicable service that your company can provide. List staff/positions to be utilized, their hourly rates, estimated hours, and other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.		
Task Breakdown		# of Hours for Task	Cost
Deliverable: Audit current Cityworks Model			
Deliverable: Attend City Council Meetings per Section 2.5.D			

C.	Optional Additional Services Provide hourly rates for additional applicable services that your firm can provide. List staff/positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.	Hourly Rate	\$
----	---	-------------	----

Task Breakdown		# of Hours for Task	Cost
Deliverable: On request by the City's Project Manager, the consultant shall audit existing CITYWORKS Model – Review the City's current pavement management system CITYWORKS model and provide a report with feedback on existing conditions, assumptions, and results. Review is anticipated before the inclusion of the 2023 pavement condition assessments to incorporate any necessary changes.			
Deliverable:			

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A. Briefly describe your company. Include how long the company been in business.
- B. Describe the qualifications of your company as it relates to this RFP, business experience of your company.
- C. Who are you proposing to be Identify the project manager that will be assigned to Everett if awarded this contract. Include their experience with the Pavement Condition Index (PCI) and other aspects pertinent to this project. Include years of experience, years in industry, etc. Provide a list of three major projects that person has been involved in and their role.
- D. Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the scope of work. Include the personnel by phase, milestone or deliverable.
- E. What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A. What is your approach to fulfill the scope of work for the project? List the primary features or work tasks. Include equipment and methodology to gather data. Describe how your approach and equipment meets or exceeds the desired results listed in Section 2.3
- B. Describe your execution, management, and control of the project.
- C. Provide a timeline and milestone plan for per section 2.5.
- D. How will we benefit from your approach?
- E. What immediate improvements will we notice as a result of your approach?
- F. How (or why) does your approach provide the best value?
- G. How does your approach meet or exceed our needs as described in the scope of work?
- H. Provide a timeline plan for your company to meet the objectives listed in the scope of work. Include any City of Everett staff time requirements.
- I. Describe your company’s available platforms for viewing images and data for the City of Everett’s Public Works operations per section 2.5.C.
- J. Describe how the data your company produces in this scope of work will be compatible with Cityworks. If not fully compatible, how will your company ensure that the data provided can be used in Cityworks.

3. Communication, Customer Services, and Training

- A. Describe how the company project manager will keep City of Everett timely informed of any issues related to delivering the services described in this RFP.

- B.** Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- C.** Describe your approach to achieving Customer Satisfaction.
- D.** How will your project manager communicate with City of Everett's project manager in all phases of the contract? (How often are status reports provided)?

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (3) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
 - a. Company name and full address
 - b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start and completion dates
 - d. Contract description & order / service details
 - e. Identify key personnel from your company who were involved.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2023-057
PAVEMENT ASSESSMENT**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), _____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 5 – ACRONYMS & DEFINITIONS

Acceptance of Work Signature: City authorized signature signifying the work performed by contractor is acceptable.

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:
<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Corrective Action: work required to restore systems or equipment to an acceptable condition. Under this contract, work is limited to repairs under \$10,000.00.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

Frequency: interval in which inspection and maintenance task occurs.

Inspection: assess the condition of the equipment and components. Inspection is used to establish and determine if corrective action is required for the equipment to perform within an acceptable operation.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Maintenance: work performed to preserve equipment performance and condition.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Enter Service Provider name
	Enter Service Provider street address
	Enter Service Provider city, state, zip
	Enter Service Provider email address
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Brief Summary of Scope of Work	Enter summary. One line maximum
Completion Date	Select date
Extension Provision	Enter extension provision or N/A

BASIC PROVISIONS	
Maximum Compensation Amount	Enter dollar amount
Exhibits	Exhibit A: Enter name of Exhibit Exhibit B: Enter name of Exhibit Exhibit C: Enter name of Exhibit or N/A Exhibit D: Enter name of Exhibit or N/A
Service Provider Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address
Additional Provision(s)	Enter other provision(s) or N/A.

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Click for Dropdown Menu</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: Click for Dropdown Menu</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
---	---

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

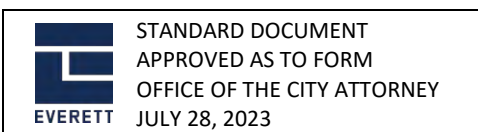
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.P1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as "Work".
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
 - B. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as "it is desired that Supplier will," "it is preferred that Supplier will" or similar language) is deemed to be mandatory, unless otherwise provided in the "Additional Provision(s)" portion of the Basic Provisions.
 - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. This Agreement may be extended as set forth in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.

- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does

not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
11. **Insurance.**

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
- F. If the policy listed above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as

the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.

- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered

for and received a unified business identifier number from the state of Washington; and

- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.

- B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks**. Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability**. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Signature/Counterparts**. This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
32. **Standard Document**. This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.P1)**

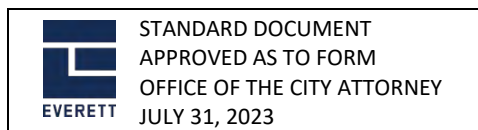


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

**CITY OF EVERETT
RFP #2023-057
PAVEMENT ASSESSMENT
ADDENDUM #1**

Date Prepared: October 25, 2023

THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL REQUEST FOR PROPOSAL (RFP) DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.

The items below clarify items that are contained in the original RFP documents.

1. **PROPOSAL DUE DATE:** Remains unchanged. Proposals are due on November 2, 2023, by 11:59 p.m.
2. **REVISION: Section 2.3.d** has been revised to read as follows:

Complete LiDAR and photogrammetric coverage of all city roadways.

- I. Converting the LiDAR **or** photogrammetric **POINT** data to include GIS features.
- II. Provide analysis using ASTM D6433 methodology of the collected pavement data.

3. QUESTIONS AND RESPONSES

- Question: We understand that the City manages 313.6 miles of roadways. Can the City clarify whether these are centerline miles or lane miles?
Answer: Centerline
- Question: Since the City requires pavement condition surveys all public roads in both directions resulting in 100% coverage – Can the City specify the total number of lane miles to be surveyed?
Answer:

City of Everett - Lane Miles	
Principal Arterial	161
Major Collectors	88
Minor Collectors	108
Residential	462
Total	819

- Question: Does the City's roadway GIS data include separate geometry features for each lane on each roadway?
Answer: We do not have specific geometry features in GIS although most of our streets are crowned.
- Question: Can the City confirm that LIDAR data collection is required on the entire network?
Answer: See revision listed above. Lidar or photogrammetric coverage for the roadway. The pavement data collection and analysis must use ASTM D6433 methodology.

- Question: Can the city specify what GIS features are included in the Request for Proposal?

Answer: Centerlines, sidewalks, ADA ramps, and curblines.

- Question: Can the city specify the position accuracy associated with this task?

Answer: The position accuracy is dependent on the approach/process used for collecting data. Also, the equipment to be utilized for the project, including data QA/QC should be provided in the proposal.

- Question: Does the City want 360° images in addition to forward/side facing images at 20 ft intervals?

Answer: 360° images are not required. Photogrammetry can be completed from the oblique photos.

All other terms and conditions remain unchanged.

Bert Cueva

Buyer














Pavement Assessment TL _12.13.23_SD

Final Audit Report

2023-12-27

Created:	2023-12-18
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA42rLMamw5yZ5rKYGSPNRkh1lwFwfmngwl

"Pavement Assessment TL _12.13.23_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-12-18 - 11:48:03 PM GMT
-  Document emailed to Bert Cueva (bcueva@everettwa.gov) for approval
2023-12-18 - 11:48:42 PM GMT
-  Email viewed by Bert Cueva (bcueva@everettwa.gov)
2023-12-19 - 6:17:50 AM GMT
-  Email viewed by Bert Cueva (bcueva@everettwa.gov)
2023-12-20 - 11:54:30 PM GMT
-  Document approved by Bert Cueva (bcueva@everettwa.gov)
Approval Date: 2023-12-21 - 8:20:08 PM GMT - Time Source: server
-  Document emailed to mnieminen@internationalcybernetics.com for signature
2023-12-21 - 8:20:10 PM GMT
-  Email viewed by mnieminen@internationalcybernetics.com
2023-12-21 - 8:20:22 PM GMT
-  Signer mnieminen@internationalcybernetics.com entered name at signing as Michael Nieminen
2023-12-22 - 3:17:20 PM GMT
-  Document e-signed by Michael Nieminen (mnieminen@internationalcybernetics.com)
Signature Date: 2023-12-22 - 3:17:22 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-12-22 - 3:17:24 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2023-12-22 - 4:51:42 PM GMT



Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2023-12-27 - 4:45:16 PM GMT - Time Source: server



Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2023-12-27 - 4:45:18 PM GMT



Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2023-12-27 - 7:47:56 PM GMT



Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2023-12-27 - 7:48:03 PM GMT - Time Source: server



Document signing automatically delegated to Ashleigh Scott (ascott@everettwa.gov) by Marista Jorve (mjorve@everettwa.gov)

2023-12-27 - 7:48:05 PM GMT



Document emailed to Ashleigh Scott (ascott@everettwa.gov) for signature

2023-12-27 - 7:48:05 PM GMT



Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2023-12-27 - 7:48:06 PM GMT



Document e-signed by Ashleigh Scott (ascott@everettwa.gov)

Signature Date: 2023-12-27 - 9:20:56 PM GMT - Time Source: server



Agreement completed.

2023-12-27 - 9:20:56 PM GMT