

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 09 / 16 / 19

Date of meeting 09 / 18 / 19

(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)

Name of Elected Official, City Employee, Organization, or Citizen making request:

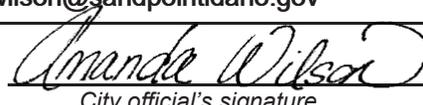
Amanda Wilson, City of Sandpoint - Infrastructure and Development Services

Address: 1123 Lake Street, Sandpoint, ID 83864

Phone number and email address: 208.263.3411 | awilson@sandpointidaho.gov

Authorized by: Amanda Wilson

*name of City official*



*City official's signature*

Subject: Contract Award to IMS for Professional Services to perform pavement condition assessment.

Summary of what is being requested: in association with the Multimodal Transportation Master Plan, consider awarding IMS a professional services contract to perform data collection and analysis of

the City streets, specifically relating to pavement management to support a needs assessment.

**The following information MUST be completed before submitting your request to the City Clerk:**

1. Would there be any financial impact to the city?  Yes  No Budgeted?  Yes  No

If yes, in what way? Total contract is \$46,995; allocated to the Transportation Master Plan

budget item in FY20.

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

N/A

Have they been contacted? **Yes or No**

N/A

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: NO

4. Is an enforcement plan needed?  Yes  No Additional funds needed?  Yes  No

5. Have all the affected divisions been informed about this agenda item?  Yes  No

**This form must be submitted no later than 5:00pm Tuesday the week prior to the meeting. All pertinent documentation for the Council packet must be included.**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

**CITY OF SANDPOINT  
AGENDA REPORT**

**DATE:** September 16, 2019

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Amanda Wilson, Infrastructure and Development Services Manager

**SUBJECT:** Contract Award to IMS for Professional Services to perform pavement condition assessment.

**DESCRIPTION/BACKGROUND:**

The 2018-2020 Strategic Plan adopted by City Council includes the development of integrated master plans for infrastructure, specifically including but not limited to streets, sidewalks, pathways, and ADA compliance. In response to this initiative, the City intends to provide a Multimodal Transportation Master Plan (MTMP) that will assess and strategize short-term, mid-term, and long-term improvements, including associated costs and prioritization to inform a comprehensive Capital Improvement Plan.

Although the MTMP will include a diverse review of all modes of transportation, one critical component includes identifying existing pavement improvements. The City last conducted a formal visual distress survey of pavement conditions in 2006 as part of the Urban Area Transportation Plan (UATP). The assessment (Chapter 6 – Pavement Master Maintenance Plan) provided a rating criteria in accordance with FHWA standards, resulting in a Remaining Service Life (RSL) for City streets, including a recommended treatment and associated cost estimates (totaling approximately \$1.7 million of maintenance projects between 2008 – 2012). Nearly 13 years ago, 47.62% of Sandpoint streets were estimated to have 20-years of remaining service life.

Since the 2006 visual distress survey, City staff have made good faith efforts to update the pavement condition report. However, data collection and analysis capabilities have evolved over time and automated assessments, generally, provide more objective and more consistent results than visual efforts. Therefore, proposals for professional services to perform automated data collection were informally solicited. The lowest, best-value proposer was Infrastructure Management Services (IMS) in the total amount of \$46,995.

The results of the services will specifically include continuously recording data every 100-feet on all City streets by a van equipped with laser sensors that objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature. The equipment is coupled with GPS technology that allows the data to be georeferenced and plotted on the City's GIS. Additionally, the scope includes sub-surface distress/deflection testing on arterials and collectors. The data results are documented into a final report that illustrates the findings and incorporated into a comprehensive spreadsheet that will enable the City to analyze the data and develop a multi-year maintenance and rehabilitation plan. The collection services are scheduled to occur in October with the analysis available for use by March 2020. The results of the services will be incorporated into the overall MTMP.

**STAFF RECOMMENDATION:**

Staff recommends contract award to Infrastructure Management Services in the amount of \$46,995.00 for pavement management services, in support of the overall Multimodal Transportation Master Plan.

**ACTION:**

Move to approve the Staff recommendation and authorize the Mayor to sign the contract documents.

**WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes**  
Pavement condition serves are included in the FY20 adopted budget.

**ATTACHMENTS:**

Proposed Resolution  
Draft Agreement for Professional Services - IMS

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE MANAGEMENT SERVICES (IMS)**

WHEREAS: The 2018-2020 Strategic Plan adopted by City Council includes the development of integrated master plans for infrastructure, specifically including but not limited to streets, sidewalks, pathways, and Americans with Disabilities Act (ADA) compliance;

WHEREAS: In response to this initiative, the City intends to provide a Multimodal Transportation Master Plan (MTMP) that will assess and strategize short-term, mid-term, and long-term improvements, including associated costs and prioritization to inform a comprehensive Capital Improvement Plan;

WHEREAS: Although the MTMP will include a diverse review of all modes of transportation, one critical component includes identifying existing pavement improvements;

WHEREAS: Because automated data collection and assessments provide objective and consistent results, the City solicited proposals for professional services to perform this specialized automated data collection, with Infrastructure Management Services (IMS) offering the lowest, best-value proposal of \$46,995;

WHEREAS: The results of these services will specifically include continuously recording data on all City streets utilizing a van equipped with laser sensors that objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature, and sub-surface distress/deflection testing on arterials and collectors, along with Global Positioning System (GPS) technology that allows the data to be georeferenced and plotted on the City’s Geographic Information System (GIS);

WHEREAS: The data results will be documented into a final report that illustrates the findings and incorporated into a comprehensive spreadsheet that will enable the City to analyze the data and develop a multi-year pavement maintenance and rehabilitation plan; and

WHEREAS: The collection services are scheduled to occur in October 2019, with the analysis available for use by March 2020 and results of the services incorporated into the overall MTMP.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into a Professional Services Agreement with Infrastructure Management Services, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ward, City Clerk

City Council Members:	YES	NO	ABSTAIN	ABSENT
1. Eddy				
2. Aitken				
3. Williamson				
4. Ruehle				
5. Aispuro				
6. Darling				

# **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF SANDPOINT AND IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC**

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This AGREEMENT, effective this 18<sup>TH</sup> day of September 2019, is by and between: The City of Sandpoint, Idaho – 1123 Lake Street, Sandpoint, ID 83864, hereinafter called CLIENT, and IMS Infrastructure Management Services, LLC, 1820 W. Drake Suite 104, Tempe, AZ 85283, hereinafter called CONSULTANT, who agrees as follows:

## **PART I - RECITALS**

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CLIENT desires to engage CONSULTANT to provide consulting services to complete a comprehensive pavement condition and right of way asset survey as described in Section II – Scope of Services, and to render its services in the terms and conditions provided in this agreement.

Both CLIENT and CONSULTANT agree that execution of this AGREEMENT is a material element of the consideration to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this AGREEMENT signed by both parties. In the event CLIENT uses a purchase order or other form of documentation to administer this AGREEMENT, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This AGREEMENT shall not be assigned by either party without prior written consent of the other party.

## **PART II - SCOPE OF SERVICES**

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The scope of CONSULTANT's services ("Services") and project deliverables are described in **Attachment A – Scope of Services**, the contents of which shall be incorporated into this AGREEMENT.

## **PART III - COMPENSATION**

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CLIENT shall pay compensation to CONSULTANT for the Services performed under this agreement **\$46,995.00** as presented in **Attachment A – Scope of Services**. If no fees are stated, fees will be according to CONSULTANT's current fee schedule. Fee schedules are guaranteed for the life of the contract.

CONSULTANT may invoice CLIENT at least monthly and payment is due within 30 calendar days of receipt of the invoice. The invoice shall follow the fee schedule and be based on percentage complete or other agreed upon milestones. Documentation in the form of a project status spreadsheet shall be supplied in support of each invoice. No withholdings shall be made. CLIENT shall notify CONSULTANT in writing, at the address above, within 10 business days of the date of the invoice if CLIENT objects to any portion of the charges on the invoice, and shall pay undisputed portions of an invoice within 30 days of receipt of the invoice.

## **PART IV - PROVISIONS**

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1. PERIOD OF SERVICE - Work shall be initiated upon written authorization from CLIENT or execution of this agreement. The contract shall remain in force until the project is completed and notification of completion is submitted by CONSULTANT to CLIENT or **March 20<sup>th</sup>, 2020 (Analysis Completion Date: February 28<sup>th</sup>)** – whichever comes first.
2. WARRANTY – CONSULTANT warrants to CLIENT that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR SOFTWARE PROVIDED BY OTHERS, AND CONSULTANT

DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. CONSEQUENTIAL DAMAGES – CONSULTANT SHALL NOT BE LIABLE TO CLIENT FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, OR SERVICES; COST OF CAPITAL OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
4. INDEMNIFICATION – CONSULTANT shall defend, indemnify, and hold harmless CLIENT, their agents, officers, members and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by CONSULTANT’s negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its own negligence under comparative fault principles.
5. INSURANCE - CONSULTANT represents that it now carries, and will continue to carry the following minimum insurance applicable to the project.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
Commercial General Liability	\$1,000,000 (per occurrence)
Commercial Automobile Liability	\$1,000,000
Workers Compensation	Statutory Limits per Idaho Law

6. IDAHO – The laws of the State of IDAHO shall govern the interpretation and enforcement of this contract. Any litigation which arises between the parties shall be initiated and pursued in the District Court in and for the City of Sandpoint, State of IDAHO.
7. SEVERABILITY – Any provision of the AGREEMENT which may be rendered null and void shall not invalidate the remainder of this AGREEMENT to the extent the AGREEMENT is capable of execution.
8. TERMINATION - Either party may terminate this AGREEMENT or the Services without cause upon giving the other party fifteen (15) calendar day’s written notice. In such case, CONSULTANT shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project agreed upon by CLIENT and CONSULTANT.
9. CONFIDENTIALITY - CLIENT and CONSULTANT agree not to disclose any confidential or proprietary information of the other to any person unless requested in writing from the other to do so, and to bind its employees, officers and agents to this same obligation.
10. OWNERSHIP OF DOCUMENTS – Work product, such as field data, analyses, calculations, notes and other records relating to the project prepared by CONSULTANT shall become the property of the CLIENT. Reliance upon the Services and any work product is not intended for third parties. Files shall be maintained for a period of one (1) year by CONSULTANT.
11. SAFETY - Safe practices are to be considered a priority requirement in the performance of this AGREEMENT. CONSULTANT will comply with the provisions of Federal, State, and local health and safety requirements.
12. NON-DISCRIMINATION IN EMPLOYMENT - CONSULTANT agrees and hereby certifies that in providing the services hereunder, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, or national origin. CONSULTANT shall abide by provisions of all applicable governmental regulations pertaining to non-discrimination.
13. NOTICES – All notices hereunder materially changing this AGREEMENT must be in writing to the designated CLIENT contact and CONSULTANT project manager.

- 14. FORCE MAJEURE – Neither CLIENT nor CONSULTANT shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes or civil unrest.
- 15. IMMUNITY – CLIENT does not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement, except as expressly provided below. Further, CLIENT fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

**PART V - SIGNATURES**

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The parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

**CLIENT: CITY OF SANDPOINT, IDAHO**

By:		MAYOR
	Signature	Title
	Shelby Rognstad	09/18/2019
	Printed Name	Date

**CONSULTANT: IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC**

By:		Principal / CEO
	Signature	Title
	Derek Turner	
	Printed Name	Date

ATTEST:

\_\_\_\_\_  
 Melissa Ward, City of Sandpoint, City Clerk

**EXHIBIT "A":  
SCOPE OF SERVICES**

The following tasks are to be completed as part of a comprehensive data collection contract for the Sandpoint, IDAHO:

**Sandpoint, ID: 2019 Base Scope of Services**

Task	Activity	Quant	Units	Unit Rate	Total
<b>Project Initiation</b>					
1	Project Initiation & Kick-off Meeting	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	72	T-Mi	\$30.00	\$2,160.00
3	Network Inventory Checks & Survey Map Development	72	T-Mi	\$28.00	\$2,016.00
<b>Field Surveys</b>					
4	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection (2-pass Arterials / Collectors; 1-pass Locals)	72	T-Mi	\$170.00	\$12,240.00
6	Dynalect Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
	a. Deflection Testing: 2-pass Arterials & Collectors only (NTE 28 T-Mi.)	2	DA	\$3,750.00	\$7,500.00
	b. Traffic Control/Deflection Testing (City to provide; IMS Est. 16 Hrs.)	0	HR	\$108.00	\$0.00
<b>Data Management</b>					
7	Data QA/QC, Processing, & Formatting	72	T-Mi	\$50.00	\$3,600.00
8	Easy Street Analysis of Pavement and Final Report	1	LS	\$7,500.00	\$7,500.00
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
	c. Log Presence of Sidewalks/Curbs & ADA Ramps (Estimates)			Included in Base Activities	
	d. Online ESA Spreadsheet Training			Included in Base Activities	
9	Project Management	1	LS	\$2,979.00	\$2,979.00
10	"Live" Spreadsheet - License & Ongoing Maintenance Fee	1	LS	\$0.00	\$0.00
<b>Project Total:</b>					<b>\$46,995.00</b>

**Surface Condition Survey:**

The road surface condition survey will be completed using the Road Surface Tester (RST). The City of Sandpoint will receive a continuous, objective and accurate survey of the surface conditions of the road network. Re-tests will be performed using previous sectioning wherever possible. These network level surveys will be linked to the City's GIS. Single-direction testing will be performed on two-lane streets and two-direction testing on arterials, and collectors. The information gathered in this survey includes but is not limited to: inventory, roughness, rut depth, cracking, and texture.

**Deflection Testing Survey:**

A Dynaflect will be mobilized for deflection testing; the equipment will be demonstrated to the City if desired; then calibrated and testing will commence. If a shadow vehicle is required (approximately 16 hours), the City has agreed to provide and typically includes a pick-up with an arrow board. Deflection Testing will be conducted by 2-pass testing of approx. 28 miles of arterial and most of the collector roadways. IMS will use the results to develop a structural index for each roadway segment.

**GIS and Pavement Management:**

IMS will provide a link between the City's GIS program and the pavement management data to enable the City display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans, and other data within the pavement management

program. The City of Sandpoint will provide a copy of the City's current electronic centerline map prior to field data collection activities and assist in the effective maintenance of this link.