



CONTRACT AGREEMENT
RFQ #23-340
PROFESSIONAL SERVICES
PAVEMENT ASSESSMENT CONSULTING SERVICES

This Agreement made and entered into this 17th day of January, in the year 2023; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and IMS Infrastructure Management Services, LP ("Consultant"), located at 8380 South Kyrene Road, Suite 101, Tempe, AZ 85284.

WHEREAS, the City hereby contracts with Consultant for the furnishing of professional services in connection with the Project, for the furnishing of such services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to City that it is professionally qualified to do this Project and is licensed to practice services by all public entities having jurisdiction over "Consultant" and the Project; and

WHEREAS, the City of Johns Creek has caused Request for Quotes #23-340 to be issued soliciting proposals from qualified Consultant to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Consultant is required to provide the services as called for in the specifications; and

WHEREAS, the IMS Infrastructure Management Services, LP submitted a response to the RFQ #23-340; and

WHEREAS, the Consultant submitted a response to the RFQ# 23-340 and the Consultant's submittal was deemed by the City of Johns Creek to be the most advantageous per the scope of services dated December 6, 2022.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.0 Definition

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

- **City:** The City of Johns Creek.
- **Consultant:** The individual or corporation identified on page 1 to perform consulting services, specifications and contract documents. Consultant shall retain as necessary the services of those professions licensed by the Georgia State Board of Technical Professions.

- **Contract Documents:** Those documents so identified in the Agreement for the Project, including all associated documents. All terms defined in the General Conditions of the Agreement for professional services of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- **Contract Sum:** The total amount payable by City to Consultant for performance of the Work in accordance with the Contract Documents.
- **Contract Time:** The number of days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- **Professional Services:** The services, labor, materials, supplies, work, administration, if applicable, and all other acts, duties, and services required of Consultant under this Agreement with such other services as City may require pursuant to the terms of this Agreement.
- **Project Manager:** The person employed by City and designated to act as the City's representative for the Project.
- **Scope of Services:** That work as defined and identified with a time schedule in Exhibit A (Scope of Services) attached hereto and incorporated herein.

2.0 Key Personnel

The City of Johns Creek is entering into this Agreement and has relied upon Consultant's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Consultant personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing: The Consultant will be paid for the goods and services sold pursuant to the Contract in accordance with the RFQ and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to, freight, insurance, fuel surcharges, and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit B and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings: If applicable, and unless the RFQ provides otherwise, the Consultant shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Consultant shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Consultant under the Contract. The Consultant shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Consultant's Failure: If the City in good faith determines that the Consultant has failed to perform or deliver any service or product as required by the Contract, the Consultant shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Consultant's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Consultant. The City's authority to deduct such incurred costs

shall not in any way affect the City's authority to terminate the Contract.

3.4 Set-Off Against Sums Owed by the Consultant. In the event that the Consultant owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Consultant in the City's sole discretion.

3.5 Additional Services: Consultant shall provide, with City's concurrence, services in addition to those listed in Exhibit A (Scope of Services) when such services are authorized in writing by City. Prior to commencing any additional services, Consultant must submit a proposal outlining the additional services, unit costs are to be provided and the fixed "Not to Exceed" lump sum fee therefore. City shall pay Consultant for such services in accordance with the fees based in Exhibit B (Cost Proposal) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Exhibit A, preparing changes in plans ordered by City, providing services necessitated in the event the Professional Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

3.6 Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal, or administrative proceeding arising out of this Project. Consultant shall not be compensated by City if its appearance is to defend its own Professional Services. If Consultant is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee schedule, Exhibit B (Cost Proposal), attached hereto and or additional fees approved by City.

3.7 Progress Reports: A progress report must be submitted with each payment request indicating the event or service Completed. This report will serve as support for payment to Consultant and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.

3.8 Change in Scope: For substantial modifications in authorized Project scope, and/or specifications previously accepted by City, when requested by City and through no fault of Consultant, the Consultant shall be compensated for time and expense based upon the fee schedule in Exhibit B (Cost Proposal) attached hereto and incorporated herein chargeable for this service; provided, however, that any increase in Total Fee must be approved through a written Supplemental Agreement. Consultant shall correct or revise any errors or deficiencies in its designs, drawings, or specifications without additional compensation when due solely to Consultant's negligent acts, errors, or omissions. If not solely Consultant fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide additions, deletions, and revisions in the Professional Services or to modify the terms and conditions thereof by written Supplemental Agreement.

4.0 General Duties and Responsibilities

4.1 Responsibilities under the General Conditions of the Contract for Professional Services: In addition to the responsibilities herein set forth, Consultant agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consultant. The General Conditions shall be in a form mutually agreeable between the City and Consultant and shall be consistent with the intent and requirements of the Agreement.

4.2 Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that Jimmy Garrison will perform as the

Principle on this project. This person shall be the primary contact with the City's Project Manager, Erica Maden, and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on this project. Personnel changes shall be approved by the City.

4.3 Subcontracting of Service: Consultant shall not subcontract or assign any of the Professional Services to be performed under this Agreement without the written consent and approval of City regarding the Professional Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section 11.1 herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$2,000,000 and provide the City with certification thereof unless waived by the City.

4.4 Endorsement: Consultant shall sign and affix licensing seal to all final plans, specifications, estimates and data and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by Consultant and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

4.5 Inspection of Documents: Consultant shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal.

5.0 City's Responsibilities

5.1 Communication: City shall provide to Consultant applicable Program Criteria; examine and timely respond to Consultant submissions; and give written notice to Consultant, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

5.2 Access: City will provide access for Consultant to enter public and private property necessary to the completion of the Project.

5.3 Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A (Scope of Services) attached hereto and incorporated herein, as City's responsibility.

5.4 Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.

5.5 Project Representative: City shall designate a Project Manager to represent City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The City's Project Manager is Erica Madsen, City Engineer.

6.0 Duration of Contract

6.1 Contract Term: The Contract between the City and the Consultant shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to

O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall commence upon execution and shall terminate twelve (12) months thereafter, or shorter time as may be indicated on the bid document and all Professional Services provided during said term shall be filled at the contract price.

6.2 Contract Extension: In the event that this Standard Contract shall terminate or be likely to terminate prior to completion of the project, the City may, with the written consent of Consultant, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the RFQ and/or Consultant's submittal, the City will determine the basic period of performance for the completion of any of Consultant's actions contemplated within the scope of this Agreement and notify Consultant of the same via written notice. If no specific period for the completion of Consultant's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Consultant for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1 The Consultant shall be an Independent Contractor: The Consultant is not an employee, agent or representative of the City of Johns Creek. The successful Consultant shall obtain and maintain, at the Consultant's expense, all permits, licenses, or approvals that may be necessary for the performance of the services. The Consultant shall furnish copies of all such permits, licenses, or approvals to the City Project Manager within ten (10) day after issuance.

7.2 Inasmuch as the City of Johns Creek and the Consultant are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

8.0 Conflict of Interest

8.1 Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by Consultant. Consultant shall not conduct or solicit any non-City business while on City property or time.

8.2 Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the City prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

8.3 Consultant is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office of the City.

8.4 Consultant warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer to give, to any employee, agent, or representative of the City any cash or non-cash gratuity or payment with view toward securing any business from the City or influencing such person with respect to the conditions, or performance of any Agreements with or orders from the City, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between the City and Consultant.

8.5 As a condition of this Agreement, Consultant agrees to comply with the City of Johns Creek Code of Ethics as set forth with NIGP.

8.6 Should a conflict of interest issue arise, Consultant agrees to fully cooperate in any inquiry and to provide the City with all documents or other information reasonably necessary to enable the City to determine whether or not a conflict of interest existed or exists.

8.7 Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the City may have.

9.0 Indemnification

9.1 The Contractor agrees to indemnify, hold harmless, and defend the City, its public officials, officers, employees, and agents from and against liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) caused by or resulting from the negligence, recklessness, or intentionally wrongful act or omission of the Contractor, its agents, sub-contractors, or employees in the performance of this Contract.

This provision shall not affect the Contractor's obligation under workers' compensation or coverage or the Contractor's insurance specifically relating to workers' compensation, nor shall this apply to any requirement herein that the Contractor purchase a project specific insurance policy, including an owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

9.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

10.0 Intellectual Property

Consultant warrants that all work produced hereunder, whether in written or electronic form, shall be the original work of the Consultant unless otherwise expressly stated in writing. Consultant hereby grants to the

City a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to such work for all uses in any medium.

11.0 Insurance

11.1 The Consultant shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement. Such insurance is to be obtained from a responsible insurance company legally licensed and authorized to transact business in the

State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury, and \$500,000 per occurrence for property damage.

11.2 Consultant shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement. Upon the request of the City, Consultant shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

12.0 Termination

12.1 Immediate Termination: Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Consultant is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Consultant, its agents, employees, or sub-consultants have caused, or reasonably could cause, life, health, or safety to be jeopardized;
- c) The Consultant fails to comply with confidentiality laws or provisions.
- d) The Consultant furnished any statement, representation, or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect, or incomplete; and/or
- e) The Consultant is found to have engaged in one or more of the "Conflict of Interest" activities outlined in Section 8.0.

12.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the Contract:

- a) The Consultant fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Consultant fails to make substantial and timely progress toward performance of the Contract;
- d) The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Consultant has failed to comply with applicable federal, state and, local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Consultant has infringed any patent, trademark, copyright, trade dress, or any other intellectual

property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Consultant; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Consultant. In the event of a termination for convenience, Consultant shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Consultant's failure to perform in accordance with this Agreement, the City shall pay Consultant for work performed to date in accordance with Section herein. The City shall have no further liability to Consultant for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Consultant for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Consultant's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Consultant in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract.

12.6 The Consultant's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Consultant shall:

- a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Consultant;
- c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract;
- d) Cooperate in good faith with the City, its employees, agents, and Consultant during the transition period between the notification of termination and the substitution of any replacement Consultant; and
- e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Consultant.

13.0 Dispute Resolution

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided,

however, that notwithstanding any such dispute, Consultant shall proceed with the Professional Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consultant's completed services.

14.0 Ownership of Documents

All Documents prepared in connection with this Project shall be the property of the Consultant, whether the Project for which they are made is constructed or not. However, the Consultant will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications, and related documents are Consultant's copyrighted instruments, and at the option of Consultant may so identify them by appropriate markings. Provided that Consultant is paid for its services, either by termination or completion of services, then City may subsequently use these documents without any additional compensation or agreement of Consultant, however, such use, without written verification or adaptation by Consultant for the specific purpose, intended by City shall be at City's sole risk and without liability or legal exposure to Consultant whatsoever. If City does reuse the Consultant's documents on another project, it shall retain Consultant or another licensed and insured professional consultant to review, adapt, and seal such documents. City does not take any responsibility for the use of documents by others. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consultant's right to the documents.

15.0 Confidential Information

15.1 Access to Confidential Data. The Consultant's employees, agents, and sub-consultants may have access to confidential data maintained by the City to the extent necessary to carry out the Consultant's responsibilities under the Contract. The Consultant shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Consultant will have access to the City's confidential information, then:

- The Consultant shall provide to the City a written description of the Consultant's policies and procedures to safeguard confidential information;
- Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- The Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Consultant in connection with the performance of the Contract; and
- The Consultant shall provide adequate supervision and training to its agents, employees and sub-consultants to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Consultant to sign a nondisclosure agreement. Consultant understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

15.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Consultant shall be considered the property of the City. The Consultant must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

15.3 Subpoena. In the event that a subpoena or other legal process is served upon the Consultant for records containing confidential information, the Consultant shall promptly notify the City and cooperate with the

City in any lawful effort to protect the confidential information.

15.4 Reporting of Unauthorized Disclosure. The Consultant shall immediately report to the City any unauthorized disclosure of confidential information.

15.5 Survives Termination. The Consultant's confidentiality obligation under the Contract shall survive termination of the Contract.

16.0 Inclusion of Documents

Consultant's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Consultant's submittal, the language in the former shall govern.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

17.0 Compliance with All Laws and Licenses

The Consultant must obtain all necessary licenses and comply with applicable local, state and federal requirements. The Consultant shall comply with all laws, rules, and regulations of any governmental entity pertaining to its performance under this Agreement.

17.1 Georgia Security and Immigration Compliance Act

- The parties certify that Consultant has executed an affidavit verifying that [Consultant] has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as Exhibit C and incorporated herein by reference and made a part of this contract.
- The [Consultant] further certifies that any sub-consultant employed by [Consultant] for the performance of this agreement has executed an appropriate sub-consultant affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the [Consultant] and each sub-consultant.
- [Consultant]'s compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and [Consultant]'s failure to comply with said provisions shall constitute a material breach of this agreement.

18.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

19.0 Drug-Free and Smoke-Free Work Place

19.1 A drug-free and smoke-free work place will be provided for the Consultant's employees during the performance of this Agreement.

19.2 The Consultant will secure from any sub-Consultant hired to work in a drug-free and smoke-free work

place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Consultant may be suspended, terminated, or debarred if it is determined that:

- The Consultant has made false certification herein; or
- The Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

20.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Consultant packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

21.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Consultant acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia, shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

24.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Johns Creek Procurement will notify the Consultant in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Consultant detailing how correction(s) will be made is required to be delivered to the City. Consultant will have thirty (30) days to remedy the situation.

If requirements are not remedied, City of Johns Creek has the right to cancel this Agreement with no additional obligation to Consultant.

25.0 Delay

25.1 Any delay in or failure of performance by City or Consultant, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (Force Majeure).

Consultant shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment. Consultant shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

25.2 Consultant shall be entitled to an equitable adjustment in Contract Time and may be entitled to an equitable adjustment in Contract Sum if the cost or time of Consultant's performance is changed due to the fault or negligence of City, provided the Consultant makes a request.

25.3 Consultant shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Consultant or anyone for whose acts Consultant is responsible.

25.4 To the extent any delay or failure of performance was concurrently caused by the City and Consultant, Consultant shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 3.8, but shall not be entitled to an adjustment in Contract Sum.

25.5 Consultant shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

26.0 Changes

City, within the general scope of the Agreement, may, by written notice to Consultant, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

27.0 Assignment

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City of Johns Creek's prior written consent.

29.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable :)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF JOHNS CREEK:

By: [Signature]
Signature

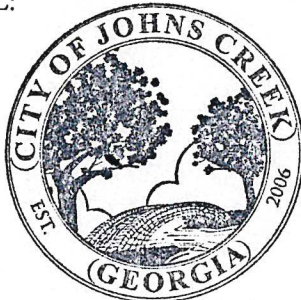
Title: City Manager

Name: ED Densmore
Print

Date: 01/27/23

ATTEST: Allison Jarp

SEAL:



IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP:

By: [Signature]
Signature

Title: President

Name: Kurt. A. Keifer. PhD, PE
Print

Date: 1/13/2023

ATTEST: Lois Mary Somers

SEAL:

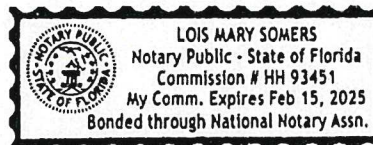


EXHIBIT A
SPECIFICATIONS
(See attached proposal)



Infrastructure Management Services

Quote for Professional Services
Pavement Management Program Update



December 5, 2022

Muhammad Rauf, Project Manager
City of Johns Creek

IMS Today and History with Johns Creek

IMS Infrastructure Management Services, LP is pleased to submit a quotation to update the City's pavement management program. IMS is an industry leader with 37 years of pavement and asset management experience. Since our founding in 1985, we have provided similar services to more than 1,000 municipalities across the United States. **Collectively, the IMS engineering team brings more than 350 years of pavement and asset management experience to the table.**

As a professional consulting firm in Georgia, IMS brings significant regional experience and expertise to meet the City's pavement condition assessment, right-of-way asset, and software integration. In the past year, we have mobilized our pavement condition data acquisition systems to Georgia for projects with Brookhaven, Milton, Henry County, Augusta, Doraville, and many more cities and counties across the state over the past 5 years.



Members of the IMS Engineering and Technical Teams at our most recent "Pavement and Asset Management" in-service training week.

IMS' first project with the City of Johns Creek was in 2008, and we performed a comprehensive pavement condition survey of the City's roadways via CH2M Hill. The initial project utilized the ASTM D64363 pavement distress protocols. That project was put in motion shortly after the City was incorporated in 2006, and IMS also worked with CH2M on other recently incorporated cities in Fulton and DeKalb county during this period.

In addition to our previous experience with the City, it is worth noting that the IMS team has grown significantly since that initial project, both in staffing and equipment. In 2021, we appointed a new Principal Engineer and President, Kurt Keifer, PhD, PE. Kurt brings over 25 years of experience to the project that includes time working for the US Army Corps of Engineers and developing the ASTM D6433 protocols. In 2022, IMS was acquired by International Cybernetics Company. This acquisition by the firm that develops our survey equipment provides IMS with additional technical resources to assist our municipal clients across the US and Canada.

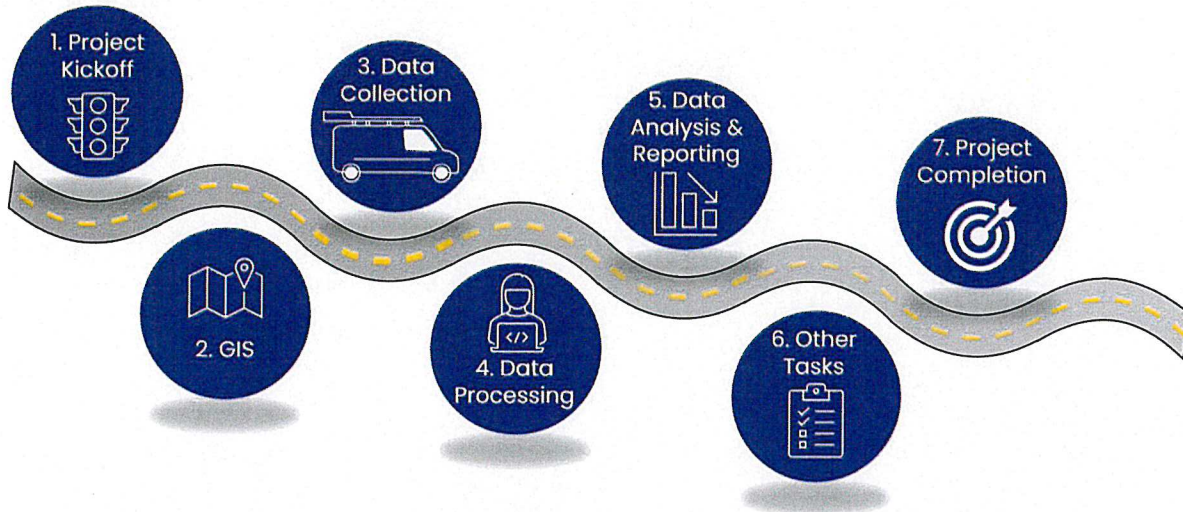
In the past 3 years, we have also added six pavement engineers and nine GIS analysts to our team along with five state-of-the-art Road Surface Testers (RST) equipped with the latest 3D Laser Crack Measurement System (LCMS-2) technology. We also deployed a Fast Falling Weight Deflectometer (FastFWD) for nondestructive pavement structural testing and a mobile Lidar unit for asset inventories and ADA sidewalk and ramp compliance surveys. The combination of our larger technical team and fleet of testing equipment provides IMS with greater capacity and redundancy for completing larger projects in a timely manner.

We are confident that IMS is the ideal partner to ensure that the City achieves its project goals given our past successful work in Georgia, our significant regional experience, and our possession of the largest fleet of advanced pavement data collection systems in the United States.

Project Overview

Scope of Work

The IMS project approach for pavement condition and asset inventory projects typically follows the seven steps shown in the graphic below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



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 process is based on thorough planning, proactive management of schedules, and constant communication. The result of effective project management is higher quality with respect to project deliverables and satisfied stakeholders.

Kickoff Meeting

IMS has standardized a project approach based upon our 37 years of pavement management experience and the subsequent lessons learned after performing hundreds of projects. Detailed conversations with our clients allow us to tailor a solution to the specific needs of an individual municipality.

A prerequisite for a successful project is an initial project meeting with the City team members and the IMS team. This early communication is critical to ensuring that we are fully aligned with the City's overall vision for this project as well as the specific data needs for the City. Through this project initiation process, we will prepare the project plan for overall implementation. The plan includes:

- 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

We will ensure that the plan remains current with any further data needs. Our Project Initiation Form and GIS Setup Form are part of our process, where the outcome will include a final project plan and an approved schedule in collaboration with the City's staff and stakeholders. This plan is established before any data collection begins. Project requirements are incorporated in the two project success documents. The project success documents ensure transparency and act as a reference point to ensure all stakeholders are accounted for and involved.

GIS Survey Mapping

Our data collection plan relies on a complete and up to date GIS street centerline. Shortly after the kick-off, our Esri GIS experts will review and update the City's street centerline data to ensure there is an accurate inventory of streets to be surveyed. City review of the centerline data is a critical path activity to ensure timely and accurate data collection. Once the inventory is confirmed by the City, the IMS team will prepare the GIS maps that guide field data collection.

IMS will produce survey maps to clearly indicate where our equipment will travel to collect data. While we would expect the City's GIS environment to be highly accurate, we find it valuable to ensure that we are aware of exactly which roads are included in the project and that we discuss how to proceed with roads, such as private roads that should not be collected. Any questions regarding the roadway network will be resolved prior to data collection. IMS will also confirm the linkage of the road segmentation to the City database and GIS, using the customer defined existing road segments.

Quality Management Plan (QMP)

Based on discussions with the City during the project initiation and kickoff meetings, IMS will develop a project-specific version of our standard QMP for this project. The plan will address the following:

Phase 1. Project Planning – Before Data Collection

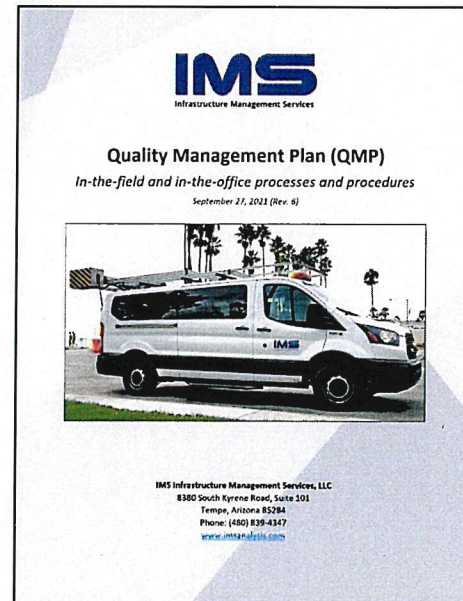
- Project team and schedule
- Equipment calibration and control sites
- Rater calibration

Phase 2. Project Execution – During Collection & Processing

- Fast-tracked data collection, processing, and reporting
- Production data collection and processing
- Routine equipment inspection and calibration

Phase 3. Data Delivery – Post Data Processing

- City acceptance and corrective action procedures
- Final data review
- Database delivery and technical memo



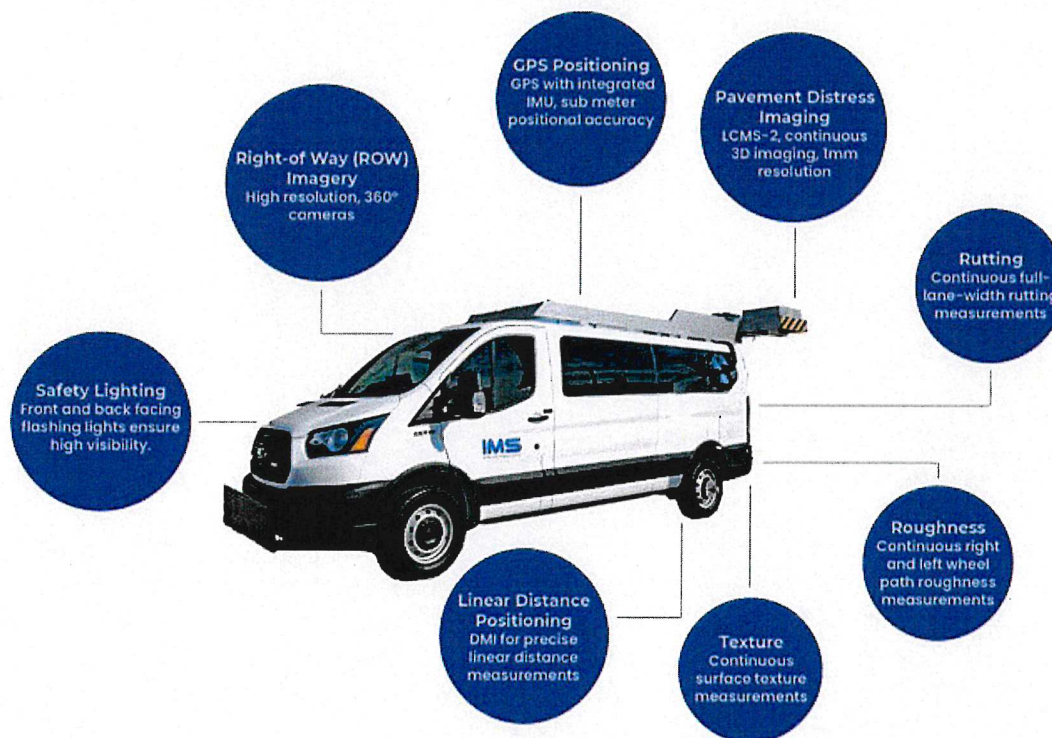
IMS' standard Quality Management Plan (QMP) document that is customized for each project.

New to the IMS Project Workflow: Our engineering team has worked extensively to improve the artificial intelligence and data processing algorithms used to process the data collected using the LCMS-2 technology. This has resulted in more repeatability, improved automation (quality and speed), and better data. Our goal is to continuously improve and build upon the tools at our disposal to deliver the best data to our clients.

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 LCMS-2 3D pavement imaging technology. Pavement surface distresses including load cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas as well as right-of-way imagery will be collected on a segment-by-segment basis, with each distress being captured by type, extent, and severity. 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 Road Surface Tester (RST) equipped with Laser Crack Measurement System (LCMS-2)
(Note: IMS has five 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. Due to the versatility of the LCMS-2 technology, the automated pavement condition survey will be performed at posted speeds, and traffic control will not be necessary for the data collection effort. Pavement data collection and imagery surveys are expected to progress at a rate of between 30 and 50 miles per day for the City.

The IMS team then processes the collected data using a combination of advanced analytical tools and rigorous, manual QC/QA performed by IMS' certified Pavement Quality Index (PQI) raters to determine accurate and repeatable PQI values for each roadway segment. Furthermore, we deliver our PQI ratings and supporting data (distress information, rutting, and IRI values) 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 system.

Any distresses that are not captured by the automated LCMS-2 system 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 NOMAD™. The NOMAD™ file format is part of IMS' unique approach to pavement condition surveys. The NOMAD™ files contain useful information for our field crews, including direction routing information and one-pass versus two-pass data collection instructions, and allow our trained field staff to capture additional condition and inspection information that is used by our QC/QA team to validate condition data.

During data collection, IMS implements routines that are performed each day of data collection to ensure data consistency. These include:

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

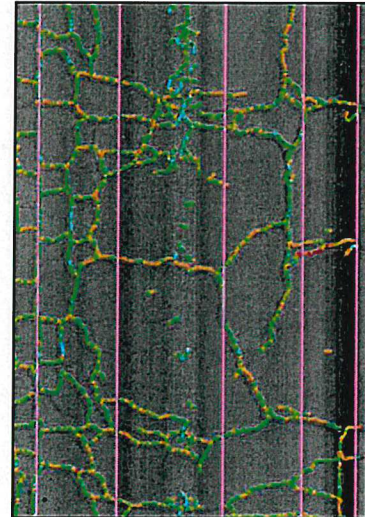


IMS' customizable touchscreen NOMAD™ interface for entering notes and supplemental field data.

ASTM D6433 Pavement Condition Evaluation (PQI)

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

1. **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.)*
2. **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.



LCMS-2 cracking data in QC/QA review stage.

3. **IMS PQI Calculation** – Pavement distress data is imported into IMS' PQI calculation software, and PQI values are determined for each roadway segment using a scale from zero (0) to one hundred (100) as defined in ASTM D6433. This includes, but is not limited to, the following common distresses for asphalt and concrete:

ASPHALT	CONCRETE
Alligator (Fatigue) Cracking	Corner Breaks
Block Cracking	Blowup/Buckling
Longitudinal and Transverse Cracking	Faulting
Edge Cracking	Patching
Patching	Punchouts
Rutting	Pumping
Shoving	Shrinkage Cracking
Raveling	Spalling
Potholes	Linear Cracking
Weathering	

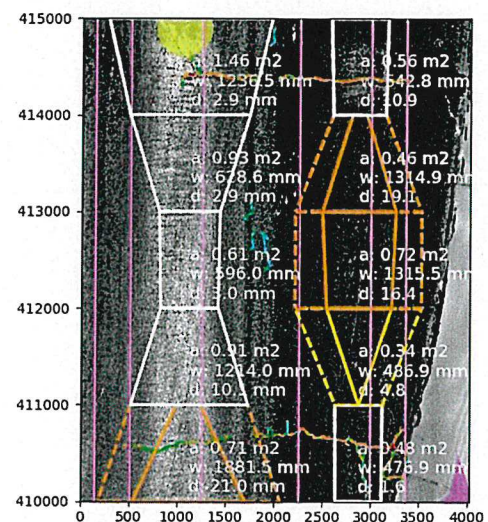
Reported 0-100 PQI: The final PQI will be based on the following weighting of ASTM D6433 surface distresses as well as the quality of the ride or pavement smoothness.

- ◆ 67% ASTM D6433 – Surface Distress Index (SDI)
 - ◆ 33% International Roughness Index – Ride Index (RI)
4. **IMS Quality Control (QC)** –The IMS project manager then does a review of the data and works with the QC team lead to address any issues that may be identified.
 5. **IMS Quality Assurance (QA)** – The IMS project QA Manager independently reviews the rated data and works with our Project Manager and QC team to correct any issues observed.
 6. **Client QA** – The IMS Project Manager reviews the findings of the pavement condition data with City 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.

Rutting and Roughness

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the vans 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 uses the Brazilian Method, which is an industry standard method, to determine the rut area and the deepest (or maximum) rut depth for the profiles. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Red represents high severity rutting, while orange represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.



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). This roughness is typically reported via the International Roughness Index (IRI). IRI data is calculated in real time from continuous longitudinal profile data collected by the LCMS-2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in compliance with ASTM E 950. The LCMS-2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, speed bumps, and brick inlays and not affect the IRI value.

Quality Control and Quality Assurance (Optional but highly recommended)

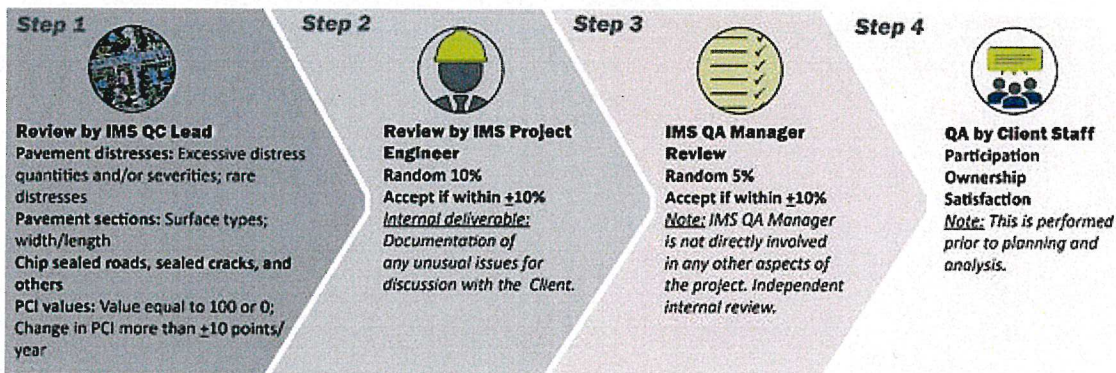
IMS has developed a unique approach to pavement condition assessments by coupling manual review of distress data with automated algorithms. This more rigorous QC/QA process ensures that the automated distress detection and classification algorithms that we use work correctly. Our Pavement Engineering team fully understands the capabilities and limitations of the state-of-the-art LCMS-2 technologies and sophisticated algorithms that we employ, and our QC/QA steps are extremely important in ensuring the success of the project.



New QA Tool! IMS QC/QA interface for manually reviewing automated distress detection and classification results.

The IMS 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 lastly, final review by the City. There are QC/QA checks at each stage of the project to ensure data quality before the data is moved into the next steps.

Machine learning and artificial intelligence have made leaps and bounds in speeding up distress identification. And when supplemented with trained pavement raters, field staff, and expert engineers, they establish high data confidence and integrity. The final quality assurance performed by City personnel will ensure that the City has confidence in and takes ownership of the condition data.

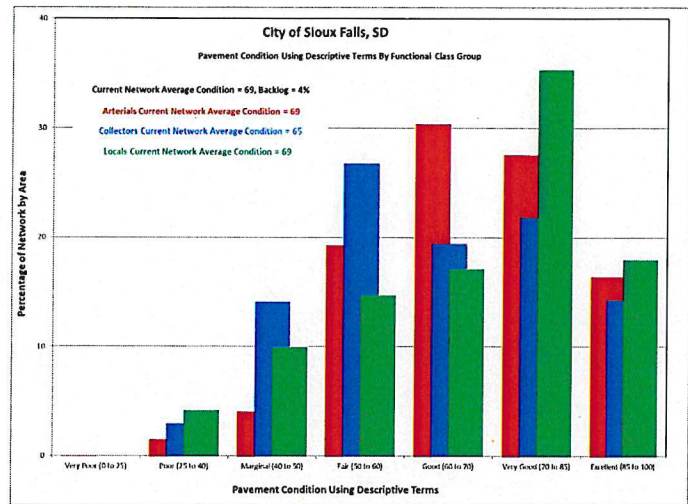


IMS' rigorous, multi-step approach to QC/QA of pavement condition data to ensure ASTM D6433 compliant data.

Pavement Management: Data Analysis

Once the QC/QA process has been completed, our project team will deliver a Client Review Spreadsheet (CRS). This spreadsheet includes the pavement inventory, basic life-cycle cost estimates, and the familiar report graphs and charts to understand the health of the network. This information will provide quality data, based on sound engineering principles, and realistic budgets for the City staff to utilize in their project selections and internal analyses.

Once the City reviews the PQI data, the Project Manager will set up a meeting with City staff to discuss the reporting requirements and identify the sections to be delivered in the report. The report will include: an executive summary, concepts of pavement management, PQI results examples for each condition category, IMS recommendations, a series of appendices, and digital maps.



At a minimum, the following pavement management scenarios have been recommended, based on the simplified approach to this project:

- The development of logical paving projects; or the concept of supersegments
- Annual funding required to maintain existing pavement conditions
- Funding required to maintain an average PQI of 65 or 70 over the next 5 years
- Funding allocation for asphalt overlay and/or surface treatments to maintain an average PQI of 65 or 70 over the next 5 years
- PQI for the network if current funding levels remain the same for the next 5 years
- Recommended pavement strategies for the various budget scenarios investigated.

We look forward to collaborating with the City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved. If the City is currently utilizing a pavement management software, our staff can format the GIS deliverable for load to the software (if applicable).

Pavement Management Deliverables

The following products will be delivered to the City:

- Standard report summarizing the findings of the pavement condition survey, including recommendations, inventories, and digital maps
- Client Review Spreadsheet (CRS) with inventory, charts, and graphs
- Esri geodatabase containing updated pavement information including distress information
- Easy Street Analysis (ESA) spreadsheet

Sign Inventory Database Development

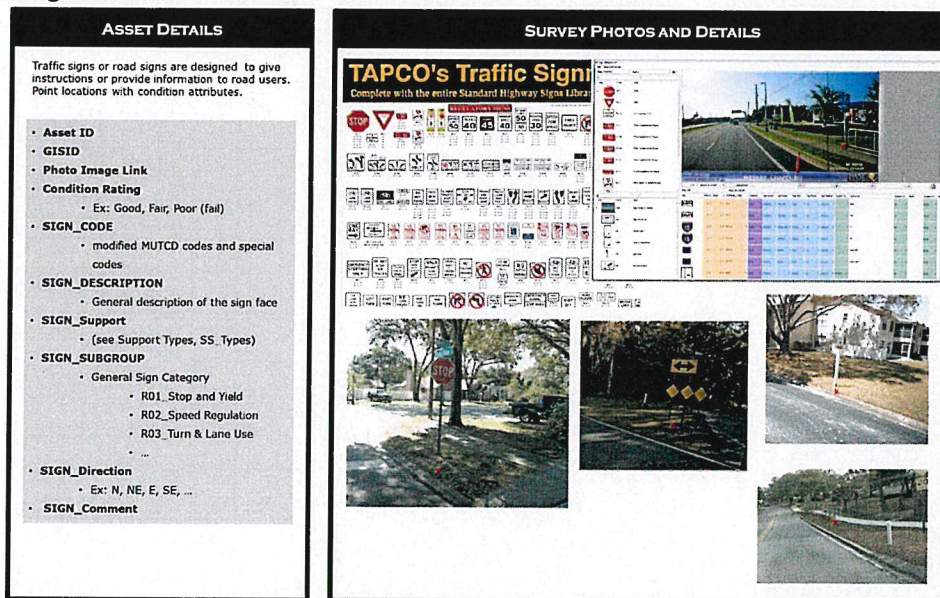
The IMS team has extensive experience collecting data for and managing ROW asset inventories and condition assessments on signs, signposts, curb and gutter, sidewalks, ramps, striping, and many others. For Johns Creek, IMS will perform a sign and support inventory and condition assessment. Included with this proposal is a document called the Master Asset List (MAL) that defines the geometry, attribution, and domains for the sign and support inventory. The MAL also defines the capture methodology for each asset.



Example IMS ROW asset geodatabase with striping, signs, and curb and gutter shown in ArcMap.

Imagery-based ROW Asset Collection

ROW imagery will be collected at the same time as the pavement surveys are conducted. In addition to the downward facing pavement imagery captured by the LCMS-2 system, the RST is also equipped with up to four HD cameras to collect a full range of ROW imagery that creates a 360-degree comprehensive view, including dedicated forward and rear views.



Prior to commencing the field surveys, our team will confirm the ROW views for collection. The camera views are reviewed at the calibration stage, as it may be desirable to relocate or change the orientation of a camera. The HD imagery is processed and cut into 15-foot intervals, then formatted and bannered with relevant header data and the City's branding. These images are linked to the City's GIS centerline and provided as a geodatabase with hyperlinks.

ROW Asset Inventory Deliverables

The following products will be delivered to the City:

- Signs/supports (points) are mapped in ArcGIS with attributes as included in the MAL

Capacity to Perform Work

IMS employs 49 full-time staff, including 8 pavement engineers – five of whom hold PhD degrees in pavement engineering, 10 GIS analysts and technicians, nine independently, OCTA certified ASTM D6433 pavement raters, and 14 trained and experienced field technicians. Together, we complete over 100 pavement and asset management projects annually. We stand second to none in our ability to establish cost-effective pavement management programs for large and small agencies alike, and our team has earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States. Our multi-disciplinary team, led by pavement engineers, has the experience and expertise to assist our clients with full-service pavement and asset management services, software needs assessments, and custom implementations.

Key personnel identified for the project will be assigned to the City for the duration of the project. 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.

Resource	Role	Availability
Kurt Keifer, PhD, PE	President & Project Principal	30%
Dave Bratton, PE	Project Manager	40%
Sadaf Khosravifar, PhD, PE	Quality Assurance Manager	40%
Amir Ghanbari, PhD, EIT	Project Engineer and Data Scientist	50%
Leah Ramirez	Senior QC/QA Technician	50%
Caitlin Parsons	Asset Team Manager	30%
Mike Powell	Director of Field Operations	40%
Tammie Cummings	Project Administrator	40%
Dan White, MBA	Client Services Manager	85%

Proposed Project Schedule

This is a representation of our proposed schedule for the 2023 Johns Creek project, which reflects our improved project workflow. The field surveys are expected to progress at 30 to 50 miles per day, and account for approximately 7 to 11 days of testing.

Proposed Schedule		
Assumes a NTP is issued January 1, 2023 – Data Collection is Weather Dependent		
Task	Description	Estimated Milestone
1	Executed Agreement/NTP	January 2023
2	GIS Acquisition and Validation	January 2023
3	Kick-off with Review Map Iterations and Approval	January 2023
4	RST LCMS-2 Pavement Surveys (338 Test-Miles)	February 2023
5	Data Processing and QC/QA Program	Late April 2023
6	Deliver Pavement Condition Data/Client Review Spreadsheet	Early May 2023
7	Final Analyses, Reporting, and GIS Mapping	Mid-July 2023
8	Sign Inventory Delivered (GIS and Hyperlinked Images)	July 2023
9	Project Close	July 31, 2023

Key Staff



Principal in Charge

Kurt Keifer, PhD, PE is the President of IMS and will be the project principal. His role will be to ensure all resources are available, help resolve issues that may arise, and contribute to innovative solutions as needed. He has 25 years of experience with pavement testing, analysis, engineering, and management. He has implemented pavement management systems for municipal agencies across the United States and around the world. In addition to developing practical pavement management solutions for his clients, a major focus of his career has been developing and integrating automated pavement imaging, road surface profiling, and pavement structural testing hardware and software technologies. He actively participates in several professional organizations and provides training to public agencies, including the department of defense.



Project Manager

David Bratton, PE is a project engineer at IMS with 12 years of experience in pavement management involving condition assessment, prediction modeling, and budget evaluation. Mr. Bratton will be responsible for ensuring the prepared inventory and processed pavement condition data meets IMS' QA standards. He has worked extensively with automated pavement data collection that conform to multiple standards (ASTM, MTC, VDOT, IDOT), dynaflect and falling weight deflectometer technologies, and right-of-way asset acquisition. Mr. Bratton has implemented pavement management programs for software packages including Cartegraph, Lucity, Paver, StreetSaver, and others across North America.



Quality Assurance Manager

Dr. Sadaf Khosravifar is a professional engineer and researcher with over a decade of industrial and research experience in pavement engineering. Her background includes pavement evaluation, performance, design, pavement and asset management, and GIS. She is proficient with various types of nondestructive pavement evaluation technologies including automated pavement condition survey with 3D laser crack measurement system (LCMS), falling/heavy/lightweight deflectometer and dynaflect, traffic speed deflectometer (IPAVE and RAPTOR), ground penetrating radar (GPR), and friction test devices, as well as various pavement / asset management programs including StreetSaver, Paver, Lucity, Cartegraph, and StreetLogix among others.

Amir Ghabari, PhD, EIT: Dr. Ghanbari is a dedicated project engineer and data scientist with a strong background in pavement management, pavement materials, highway and airport pavement design, and construction supported by more than 9 years of work experience. Dr. Ghanbari has been selected for this project team for support with any software integration activities.


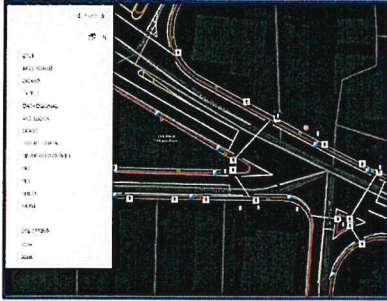
Additional Staffing Capabilities: IMS' parent firm, International Cybernetics (ICC), can supplement the IMS team with additional resources and testing equipment as necessary to fulfill the scoping requirements.



Recent Experience

IMS currently works with nearly 25 cities and counties throughout Georgia. This chart reflects recent projects completed or in-progress in the state. The key project members have been involved as Principal, Project Manager or Quality Assurance Manager for each project.

Recent Pavement Management Projects in Georgia							
Client	Year Complete	Mileage	Software	Automated Pavement Condition Survey	ASTM D6433	Right-Of-Way Assets	Projects with Client
Athens-Clarke County, GA	On-Call	685	PAVER + Cityworks	●	●	●	1
Powder Springs, GA	2016	90	ESA	●	●		1
Peachtree City, GA	In-Progress	232	ESA	●	●	●	2
Doraville, GA	In-Progress	62	ESA	●	●	●	2
Dunwoody, GA	2019	151	ESA	●	●		4
Atlanta, GA	2020	1,850	Lucity + Streetlogix	●	●	●	3
Marietta, GA	2021	245	ESA	●	●	●	2
Valdosta, GA	2019	350	ESA	●	●	●	1
Newnan, GA	2021	120	GIS + Excel	●	●		2
Milton, GA	5-Year: 2023	160	ESA	●	●	●	2
Augusta, GA	In-Progress	1,260	Evaluation	●	●	●	1
Brookhaven, GA	2019	120	ESA	●	●	●	7
Morgan County, GA	2020	430	ESA	●	●		1
Henry County, GA	In-Progress	1,181	PAVER	●	●	●	1
Chatham County, GA	5-Year: 2027	356	ESA	●	●	●	1
Bryan County, GA	In-Progress	220	GIS Only	●	●		1

	Marietta, GA	2016 2021
	<ul style="list-style-type: none"> • Approximately 245 miles of roadway • Linear pavement condition survey • Right-of-way attribute extraction for 16 asset classes • Software: Easy Street Analysis (ESA) • Deliverables: Multi-year pavement analysis and report; updated GIS with 16 asset inventories 	
<p>Contact: Richard Stokes, Transportation Project Manager Phone: (770) 794-6615 Email: rstokes@mariettaga.gov</p>		

Fee Proposal

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

Task	Activity	Qty	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Virtual Kickoff Meeting	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	333	Mi	\$15.00	\$4,995.00
Field Surveys					
3	LCMS-2 RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
4	LCMS-2 RST Pavement Data Collection	333	Mi	\$95.00	\$31,635.00
Data Management					
5a	Pavement Data Processing (Automated Distress Identification)	333	T-Mi	\$10.00	\$3,330.00
	OPTIONAL: Comprehensive ASTM D6433 QC/QA (Field				
5b	Observations and Manual Review of Automated Data)	333	T-Mi	\$20.00	\$6,660.00
6	ESA Pavement Analysis, Budget Scenarios & Draft Report	1	LS	\$5,500.00	\$5,500.00
7	Final Pavement Management Report (Hard Copy + Digital Maps)	1	LS	\$2,500.00	\$2,500.00
8	Sign and Support Inventory & Condition Database	333	Mi	\$80.00	\$26,640.00
9	Administration, Virtual Meetings & Progress Reports	1	LS	\$4,547.00	\$4,547.00
2022 Pavement Management Project Total:					\$91,807.00
Asset Inventory Options: GIS Deliverable (Point and Linear Assets)					
10	Pavement Marking-Striping Inventory & Condition Database	333	Mi	\$48.00	\$15,984.00
11	Street Lights Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
12	Sidewalk Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
13	Pedestrian Curb Ramp Inventory & Condition Database	333	Mi	\$48.00	\$15,984.00
14	Curb and Gutter Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
15	Street Furniture Inventory & Condition Database	333	Mi	\$36.00	\$11,988.00
16	Traffic Signals and Cabinets Inventory & Condition Database	333	Mi	\$32.00	\$10,656.00
Supplemental Services					
17	Council Meeting/Workshop/Presentation	1	EA	\$3,500.00	\$3,500.00
18	Delivery of GIS-linked HD Images at 15-Foot Intervals	333	Mi	\$5.00	\$1,665.00
19a	Fast FWD Mobilization	1	LS	\$4,000.00	\$4,000.00
19b	Fast FWD Deflection Testing & Analysis	132	Mi	\$140.00	\$18,480.00
19c	Structural Data Analysis and Incorporation into Report	132	Mi	\$20.00	\$2,640.00
20	Enhanced Sidewalk Condition Assessment (SST Survey)			Special Quote	
21	Enhanced Pedestrian Curb Ramps Assessment (Lidar Survey)			Special Quote	
22	Sign Retroreflectivity Survey: Nighttime Windshield Survey	333	Mi	\$85.00	\$28,305.00

Note: Task 5B is a comprehensive review of the LCMS-2 automated data collected during the field surveys. This process is completed by our independently certified pavement inspectors. While optional, this is highly recommended.

Test-Mileage Calculation:

IMS is proposing to survey all collector and arterial roadways in both directions to ensure representative sample data per the ASTM D6433 standards.

The chart to the right illustrates how the final survey mileage was derived from the GIS provided by the City. Alleys and Parking/Support functional classes were not included in the survey.

FunCl	Pass	CL-Mi	T-Mi
Principal Arterial	2	18.26	36.52
Minor Arterial	2	14.78	29.56
Collector	2	32.71	65.42
Local	1	201.41	201.41
Alley	0	0.23	0.00
Parking/Support	0	5.14	0.00
Totals:		272.53	332.91

Assumptions

1. Pavement data collection is weather dependent and assumes one mobilization to the area. Data cannot be collected if the pavement is wet or if the temperatures are below 32 °F. Adverse weather conditions could impact this proposed schedule.
2. Pavement data collection is dependent on the City's approval of the GIS data collection map representing the road inventory to be surveyed. Data collection maps must be approved by the City prior to mobilization and data collection.
3. Prior to the kickoff meeting, the City will provide:
 - a. Primary and secondary POC contact information as well as all other stakeholder contact information to ensure effective communication throughout the duration of the project.
 - b. A preliminary centerline GIS (i.e., geodatabase) for review and update prior to data collection. Note: Data collection relies heavily on up to date and topologically sound GIS centerline information. Significant GIS editing or cleanup will lengthen schedules.
 - c. Historical maintenance, rehabilitation, and reconstruction records in a geodatabase or tabular format. This information will facilitate improved QC/QA.
4. City will actively participate in submission review and provide comments within a period of time that the City and IMS will agree to during the kickoff meeting. IMS assumes a two-week review period for draft deliverable submissions.

Thank you for your interest in working with the IMS team. We value developing, and maintaining, long-term partnerships with our clients. We will strive to become an asset and extension of the City of Johns Creek staff and team. If any questions arise, please do not hesitate to contact me at (847) 481-6322 or dwhite@imsanalysis.com.

Best regards,



Daniel White, MBA
Client Services Manager

Right of Way MAL // Signs

Asset	Code	Asset Type	Measurement	Definition	
Signs	SIGN	Point	Count	Identification of permanent items placed along side of the roadway to guide and direct traffic, which are coded and categorized into a usable form known as MUTCD (Manual Uniform Traffic Control Device). Does not include temporary signage, private or commercial signs, traffic control devices or variable message boards. All signs along a roadway will be included in the survey including railway crossings and those of other jurisdictions such as when a roadway passes through a interchange, unless the street orientation is informed	
Attribute	Code	Responses	Representation	Y/N	Definition
OBJECTID		Object ID	Numeric	Internal ESRI field	
SIGN_ID			Numeric	A number string representing a unique identifier for the asset stating at 100000	
Segment_ID			Numeric	Street segment ID of the street adjacent to the asset	
Photo_Hyperlink			Text	The URL link to photo associated with asset.	
SIGN_Code		(see Sign Code list)	Text	Y	Modified MUTCD Signface code, see the table Sign Faces for complete list of Filename Codes and MUTCD codes.
SIGN_MUTCD			Text	Y	MUTCD code for the sign from the SignFace list
SIGN_Description			Text	Y	Printing on sign if not standard MUTCD
SIGN_Color			Text	Y	Non standard sign background color - see Sign Colors for MUTCD standard colors
SIGN_Text_Color			Text	Y	Non standard sign text color - see Sign Colors for MUTCD standard colors
SIGN_Support_Type		Autopopulate from Supports	Text	Y	Sign support type from Support tab
SIGN_Material			Text	Y	The predominant construction material for the sign
	1	Sheet Metal		Y	The sheeting is sheet metal or aluminum
	2	Wood		Y	The material is wood
	3	Other		Y	The material is something other than those listed above
SIGN_Orientation			Text	Y	This defines the approximate orientation of the sign to the street
	1	Perpendicular		Y	The sign face is perpendicular to traffic
	2	Parallel		Y	The sign face is parallel to traffic
	3	Back to traffic		Y	The sign face is towards oncoming traffic
	4	Reverse Parallel		Y	The sign face is away from traffic

SIGN_Condition	1	Good	Text	Y	This identifies the overall, general condition of the sign
	2	Fair		Y	The sign face and text is clean, clear to read though slight fading may be present, not obstructed, the sign material is not bent and has no holes
	3	Poor		Y	The sign face is clean and clear, though the text and color may be slightly faded to read, not obstructed, the sign material may be slightly bent with no holes
				Y	The sign shows signs of moderate deterioration, faded color and text, obstructed with possibly bent sheeting of holes in the sign face
SIGN_Direction			Text	Y	General direction the front of the sign is facing
	1	N		Y	The front of the sign is facing north
	2	E		Y	The front of the sign is facing east
	3	S		Y	The front of the sign is facing southeast
	4	W		Y	The front of the sign is facing west
	5	NE		N	The front of the sign is facing northeast
	6	SE		N	The front of the sign is facing southeast
	7	SW		N	The front of the sign is facing southwest
	8	NW		N	The front of the sign is facing northwest
SIGN_Illumination				Y	Notation if the individual sign, or sign complex has illumination
	1	No		Y	No illumination is present
	2	Yes		Y	Yes, the sign or sign complex has some form of illumination
SIGN_Size			Text	Y	Relative size of sign for comparison to MUTCD
	1	Small		Y	Approximately 1 square foot of sign face - common size for parking restriction signs
	2	Medium		Y	Approximately 1 to 4 square feet of sign face - common size for speed limit signs
	3	Large		Y	Approximately 4 to 16 square feet of sign face (4 feet x 4 feet - 1/2 sheet of plywood) - most Stop signs
	4	Extra Large		Y	Approximately 16 to 32 square feet of sign face (4 feet x 8 feet - sheet of plywood)
	5	Highway Size		Y	Greater than 32 square feet (full sheet of plywood or more)
SIGN_SubGroup SIGN_Comment		Autopopulate from MUTCD	Text	Y	This identifies the secondary sign category - See SignFace list for Sign Group
			Text	Y	General comment about the asset, if any

Right of Way MAL // Supports

Asset	Code	Asset Type	Measurement	Definition
Supports	SS	Point	Count	Identification of permanent sign supports. Does not include temporary signage, private or commercial signs, traffic control devices or variable message boards. All signs along a roadway will be included in the survey including railway crossings and those of other jurisdictions such as when a roadway passes through a interchange, unless the street segmentation is interrupted
Attribute	Code	Responses	Representation	Definition
OBJECTID		Object ID		Internal ESRI field
SS_ID			Numeric	A number string representing a unique identifier for the asset stating at 100000
Segment_ID			Numeric	Street segment ID of the street adjacent to the asset
Photo_Hyperlink			Text	The URL link to photo associated with asset.
Photo_Hyperlink_Back			Text	IURL link to a photo back side of the signs and support
SS_Code		(see list below)	Text	Support type code from Support tab
SS_Comment			Text	General comment about the asset, if any

The following Attributes are only populated if the support is an dedicated sign post. Other types of Supports will be left NULL

SS_Count	1	Single	Numeric	Number of supports upholding the sign complex
	2	Dual		A single post or pole forms the support unit (gantries are counted as a single unit)
	3	Triple		Two posts or poles forms the support unit
	4	Multiple		Three posts or poles forms the support unit Multiple posts or poles forms the support unit
SS_Condition	1	Good	Text	This identifies the overall, general condition of the support
	2	Fair		Support is plumb, straight and material is in good condition.
	3	Poor		Support material is showing signs of deterioration, rust or slightly out of plumb Support is not plumb and / or shows signs of deterioration.
SS_Add_On	1	No Add On	Text	Notation of additional items located on the sign support (sign posts only)
	2	Striping		Nothing additional has been placed on the sign support
	3	Banner		Horizontal striping has been added
	4	Paint		Vertical banner has been added The support, or a portion has been painted

Support Codes		
SS_CODE	DESCRIPTION	SS_CODE DESCRIPTION
XBOC	bridge or overhead crossing	XSP sign post
XBS	building or structure	XTT-01 single telescoping square tubing
XGR	guardrail	XSMP square metal post
XXS-01	metal support with flashers	XSL street light
XMC	municipal channel	XSS structural steel
XOPS	other posts or support	XBAR-01 traffic barrier
XOW	overhead wire	XDRUM traffic drum
XPRP	plastic round post (pvc)	XTS traffic signal
XRR	rail road crossing	XUP utility pole
XRMP	round metal post	XWPH wood post (heavy)
XSBG	sign bridge or gantry	XWPL wood post (light)
XSC	sign cantilever	

EXHIBIT B
COST PROPOSAL

Fee Proposal

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

Task	Activity	Qty	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Virtual Kickoff Meeting	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	333	Mi	\$15.00	\$4,995.00
Field Surveys					
3	LCMS-2 RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
4	LCMS-2 RST Pavement Data Collection	333	Mi	\$95.00	\$31,635.00
Data Management					
5a	Pavement Data Processing (Automated Distress Identification)	333	T-Mi	\$10.00	\$3,330.00
	OPTIONAL: Comprehensive ASTM D6433 QC/QA (Field				
5b	Observations and Manual Review of Automated Data)	333	T-Mi	\$20.00	\$6,660.00
6	ESA Pavement Analysis, Budget Scenarios & Draft Report	1	LS	\$5,500.00	\$5,500.00
7	Final Pavement Management Report (Hard Copy + Digital Maps)	1	LS	\$2,500.00	\$2,500.00
8	Sign and Support Inventory & Condition Database	333	Mi	\$80.00	\$26,640.00
9	Administration, Virtual Meetings & Progress Reports	1	LS	\$4,547.00	\$4,547.00
2022 Pavement Management Project Total:					\$91,807.00
Asset Inventory Options: GIS Deliverable (Point and Linear Assets)					
10	Pavement Marking-Striping Inventory & Condition Database	333	Mi	\$48.00	\$15,984.00
11	Street Lights Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
12	Sidewalk Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
13	Pedestrian Curb Ramp Inventory & Condition Database	333	Mi	\$48.00	\$15,984.00
14	Curb and Gutter Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
15	Street Furniture Inventory & Condition Database	333	Mi	\$36.00	\$11,988.00
16	Traffic Signals and Cabinets Inventory & Condition Database	333	Mi	\$32.00	\$10,656.00
Supplemental Services					
17	Council Meeting/Workshop/Presentation	1	EA	\$3,500.00	\$3,500.00
18	Delivery of GIS-linked HD Images at 15-Foot Intervals	333	Mi	\$5.00	\$1,665.00
19a	Fast FWD Mobilization	1	LS	\$4,000.00	\$4,000.00
19b	Fast FWD Deflection Testing & Analysis	132	Mi	\$140.00	\$18,480.00
19c	Structural Data Analysis and Incorporation into Report	132	Mi	\$20.00	\$2,640.00
20	Enhanced Sidewalk Condition Assessment (SST Survey)			Special Quote	
21	Enhanced Pedestrian Curb Ramps Assessment (Lidar Survey)			Special Quote	
22	Sign Retroreflectivity Survey: Nighttime Windshield Survey	333	Mi	\$85.00	\$28,305.00

Note: Task 5B is a comprehensive review of the LCMS-2 automated data collected during the field surveys. This process is completed by our independently certified pavement inspectors. While optional, this is highly recommended.

Test-Mileage Calculation:

IMS is proposing to survey all collector and arterial roadways in both directions to ensure representative sample data per the ASTM D6433 standards.

The chart to the right illustrates how the final survey mileage was derived from the GIS provided by the City. Alleys and Parking/Support functional classes were not included in the survey.

FunCl	Pass	CL-Mi	T-Mi
Principal Arterial	2	18.26	36.52
Minor Arterial	2	14.78	29.56
Collector	2	32.71	65.42
Local	1	201.41	201.41
Alley	0	0.23	0.00
Parking/Support	0	5.14	0.00
Totals:		272.53	332.91

Assumptions

1. Pavement data collection is weather dependent and assumes one mobilization to the area. Data cannot be collected if the pavement is wet or if the temperatures are below 32 °F. Adverse weather conditions could impact this proposed schedule.
2. Pavement data collection is dependent on the City's approval of the GIS data collection map representing the road inventory to be surveyed. Data collection maps must be approved by the City prior to mobilization and data collection.
3. Prior to the kickoff meeting, the City will provide:
 - a. Primary and secondary POC contact information as well as all other stakeholder contact information to ensure effective communication throughout the duration of the project.
 - b. A preliminary centerline GIS (i.e., geodatabase) for review and update prior to data collection. Note: Data collection relies heavily on up to date and topologically sound GIS centerline information. Significant GIS editing or cleanup will lengthen schedules.
 - c. Historical maintenance, rehabilitation, and reconstruction records in a geodatabase or tabular format. This information will facilitate improved QC/QA.
4. City will actively participate in submission review and provide comments within a period of time that the City and IMS will agree to during the kickoff meeting. IMS assumes a two-week review period for draft deliverable submissions.

Thank you for your interest in working with the IMS team. We value developing, and maintaining, long-term partnerships with our clients. We will strive to become an asset and extension of the City of Johns Creek staff and team. If any questions arise, please do not hesitate to contact me at (847) 481-6322 or dwhite@imsanalysis.com.

Best regards,



Daniel White, MBA
Client Services Manager

EXHIBIT C
REQUIRED FORMS AND DOCUMENTS

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10630 75th Street North

6 City, state, and ZIP code

Largo, FL 33777

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 0 8 4 3 0 8 3

Part II Certification

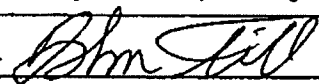
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► June 14, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

IMMIGRATION AND SECURITY FORM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs **48** employees.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

70482 - E-Verify

EEV / Basic Pilot Program* User Identification Number

BY: [Signature] (IMS Infrastructure Management Services, LP)

(Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

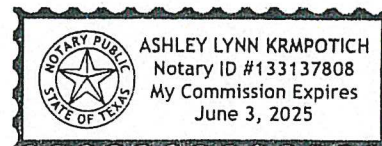
Kurt Keifer, PhD, PE

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 16th DAY OF December 2022

[Signature]
Notary Public

My Commission Expires: 06/03/2025



*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CERTIFICATION ON SPONSER

DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of
IMS Infrastructure Management Services, LP, ("Contractor"), whose address is
8380 South Kyrene Road, Suite 101, Tempe, AZ 85284

_____, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, N/A certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR

Date: 12/14/2022

Signature: _____



Print Name: Kurt Keifer

Title: President

Purchasing Division

Client#: 1501509

INTERCYB

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: Debra Parra	
	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525
INSURED IMS Infrastructure Management Services, LP 8380 S. Kyrene Rd. Suite 101 Tempe, AZ 85284	E-MAIL ADDRESS: debra.parra@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: Travelers Property Cas. Co. of America	25674
	INSURER C: Travelers Casualty and Surety Company	19038
	INSURER D: Travelers Casualty & Surety Co. of Amer	31194
	INSURER E: Travelers Indemnity Co of America	25666
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZLP16P27627	03/31/2022	03/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		BA2T939765	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		CUP2T942456	03/31/2022	03/31/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB2T941238	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		107414121	04/01/2022	04/01/2023	\$2,000,000 Ea. Claim \$2,000,000 \$10,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Johns Creek is included as additional insured with respects to General Liability as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Johns Creek
11360 Lakefield Drive
DULUTH, GA 30097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B. M. Carl

© 1988-2015 ACORD CORPORATION. All rights reserved.