

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN**  
**CITY OF TEMECULA AND INTERNATIONAL CYBERNETICS COMPANY, LP**  
**dba IMS INFRASTRUCTURE MANAGEMENT SERVICES**  
**PAVEMENT MANAGEMENT PROGRAM UPDATE**  
**PROJECT NO. PW23-09**

**THIS AGREEMENT** is made and effective as of **January 9, 2024**, between the **City of Temecula** , a municipal corporation (hereinafter referred to as "City"), and **International Cybernetics Company, LP dba IMS Infrastructure Management Services a LP** (hereinafter referred to as "**Consultant**"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on **January 9, 2024** and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

**Consultant** shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. **Consultant** shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

**Consultant** shall faithfully and competently exercise the ordinary skill and competence of members of their profession. **Consultant** shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of **Consultant** hereunder in meeting its obligations under this Agreement.

**4. PREVAILING WAGES**

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. The contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

**5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

**6. PAYMENT**

a. The City agrees to pay **Consultant** monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Ninety-Nine Thousand Nine Hundred Eighty Dollars and Zero Cents (\$99,980.00)** for the total term of this agreement .

b. **Consultant** shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . **Consultant** shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and **Consultant** at the time City's written authorization is given to **Consultant** for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

c. **Consultant** will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of **Consultant** fees, it shall give written notice to **Consultant** within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement **Consultant** shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

**7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the **Consultant** at least ten (10) days prior written notice. Upon receipt of said notice, the **Consultant** shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

pursuant to this Section, the **Consultant** will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

## 8. DEFAULT OF CONSULTANT

a. The **Consultant** failure to comply with the provisions of this Agreement shall constitute a default. In the event that **Consultant** is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating **Consultant** for any work performed after the date of default and can terminate this Agreement immediately by written notice to the **Consultant**. If such failure by the **Consultant** to make progress in the performance of work hereunder arises out of causes beyond the **Consultant's** control, and without fault or negligence of the **Consultant**, it shall not be considered a default.

b. If the City Manager or his delegate determines that the **Consultant** is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the **Consultant** with written notice of the default. The **Consultant** shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the **Consultant** fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 9. OWNERSHIP OF DOCUMENTS

a. **Consultant** shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. **Consultant** shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. **Consultant** shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the **Consultant**. With respect to computer files containing data generated for the work, **Consultant** shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the **Consultant** shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the **Consultant**.

## 10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

a. Indemnity for Design Professional Services. In the connection with its design professional services, **Consultant** shall hold harmless and indemnify City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of **Consultant** or any of its officers, employees, sub-contractors, or agents in the performance of its professional services under this Agreement.

b. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 10.a. above, **Consultant** shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of **Consultant** or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. **Consultant** shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. **Consultant** duty to defend pursuant to this Section 10.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees."

## 11. INSURANCE REQUIREMENTS

**Consultant** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the **Consultant**, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

ii. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the **Consultant** owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iii. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the **Consultant** has no employees while performing under this Agreement, worker's compensation insurance is not required, but **Consultant** shall execute a declaration that it has no employees.

iv. Professional Liability Insurance shall be written on a policy form providing professional liability for the **Consultant's** profession.

b. Minimum Limits of Insurance. **Consultant** shall maintain limits no less than:

1. General Liability: Two Million (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: One Million (\$1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4. Professional Liability Coverage: One million (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the **Consultant's** products and completed operations of the **Consultant**; premises owned, occupied or used by the **Consultant**; or automobiles owned, leased, hired or borrowed by the **Consultant**. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the **Consultant** insurance coverage shall be primary insurance as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the **Consultant's** insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The **Consultant's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the **Consultant** shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. **Consultant** shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the **Consultant's** insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## 12. INDEPENDENT CONTRACTOR

a. **Consultant** is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of **Consultant** shall at all times be under **Consultant's** exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of **Consultant** or any of **Consultant's** officers, employees, or agents except as set forth in this Agreement. **Consultant** shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. **Consultant** shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to **Consultant** in connection with the performance of this Agreement. Except for the fees paid to **Consultant** as provided in the Agreement, City shall not pay salaries, wages, or other compensation to **Consultant** for performing services hereunder for City. City shall not be liable for compensation or indemnification to **Consultant** for injury or sickness arising out of performing services hereunder.

## 13. LEGAL RESPONSIBILITIES

The **Consultant** shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The **Consultant** shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the **Consultant** to comply with this section.

## 14. RELEASE OF INFORMATION

a. All information gained by **Consultant** in performance of this Agreement shall be considered confidential and shall not be released by **Consultant** without City's prior written authorization. **Consultant**, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order

shall not be considered "voluntary" provided **Consultant** gives City notice of such court order or subpoena.

b. **Consultant** shall promptly notify City should **Consultant**, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent **Consultant** and/or be present at any deposition, hearing or similar proceeding. **Consultant** agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by **Consultant**. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

#### 15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address:** City of Temecula  
Attn: City Manager  
41000 Main Street  
Temecula, CA 92590

**To Consultant:** **International Cybernetics Company, LP dba IMS  
Infrastructure Management Services  
Attn: Michael Nieminen, CEO  
10630 75<sup>th</sup> Street North  
Largo, FL 33777**

#### 16. ASSIGNMENT

The **Consultant** shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, **Consultant** sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the **Consultant**.

#### 17. LICENSES

At all times during the term of this Agreement, **Consultant** shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**18. GOVERNING LAW**

The City and **Consultant** understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**19. PROHIBITED INTEREST**

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the **Consultant**, or **Consultant's** sub-contractors for this project, during his/her tenure or for one year thereafter. The **Consultant** hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the **Consultant** or **Consultant's** sub-contractors on this project. **Consultant** further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of **Consultant** warrants and represents that he or she has the authority to execute this Agreement on behalf of the **Consultant** and has the authority to bind **Consultant** to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.



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

**CITY OF TEMECULA**

**International Cybernetics Company, LP dba IMS  
Infrastructure Management Services**

*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
James Stewart, Mayor

By:  \_\_\_\_\_  
Michael Nieminen, CEO

**ATTEST:**

By: \_\_\_\_\_  
RANDI JOHL, CITY CLERK

By:  \_\_\_\_\_  
John Till, Controller

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**Consultant**

**International Cybernetics Company, LP dba IMS  
Infrastructure Management Services**

Michael Nieminen, CEO

10630 75<sup>th</sup> Street North,

Largo FL 33777

(480) 462 - 4030

[mnieminen@internationalcybernetics.com](mailto:mnieminen@internationalcybernetics.com)

# **EXHIBIT A**

## **TASKS TO BE PERFORMED AND SCHEDULE**

*The specific elements (scope of work) of this service include:*

# EXHIBIT 'A': Scope, Fees & Schedule



IMS Infrastructure Management Services  
8380 S Kyrene Rd. Ste. 101, Tempe, AZ 85284  
Phone: (480) 839-4347 Fax: (480) 839-4348  
[www.imsanalysis.com](http://www.imsanalysis.com)

To: Samantha Preciado, Assistant Engineer II

Date: November 27, 2023

From: Jim Tourek, Client Services Manager

Project: Temecula, CA

Subject: 2022-24 Pavement Data Collection/ Mgt.

Project No: PW23-09

Thank you for taking the time to review the pavement data collection services offered by IMS Infrastructure Management Services. The City of Temecula maintains approximately 760 centerline miles of paved roads. For the 2023 project, we are proposing to capture all arterial classified roads with 2-pass testing and locals with a single pass for a project total of 998 test miles. The pavement condition and final analysis will be loaded into the Lucity software. Additionally, one-forward view images will be delivered in the Excel analysis spreadsheet (no Lucity sync) via hyperlinks – fee includes IMS hosting the images.

## Planned 2023-24 Project Base Scope Fees:

### **DETAILED PROJECT SCOPE:**

<u>Task</u>	<u>Description</u>	<u>Activities</u>	<u>Deliverables</u>
<b>Base Service Items and Activities – Project Initiation</b>			
1. Project Initiation		<ul style="list-style-type: none"><li>Conduct kick-off meeting confirming scope, extent and content of surveys, set milestones and deliverables.</li><li>Confirm key contacts, roles and responsibilities and project documentation.</li><li>Identify location of key data elements such as traffic data, GIS, existing roadway inventories, historical data, and pavement management data.</li><li>Identify deficient data and the means to obtain it.</li><li>Provide data QA plan to the City.</li><li>Confirm phases of the work and invoicing methodology.</li></ul>	Technical memo detailing scope of work, budget and deliverables.
2. Network Referencing, Update & GIS Linkage		<ul style="list-style-type: none"><li>Include street number &amp; block order in referencing.</li><li>Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc.</li><li>Create survey maps for use by the LCMS-2 and monitor production.</li><li>Using the City's GIS centerline topology, develop a network roadway inventory suitable for use in the City's Pavement Management system.</li><li>Link each segment to its parent GIS section.</li><li>Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc.</li><li>Develop exceptions report for lengths that do not match GIS.</li></ul>	Survey maps and inventory for use on the project. Inventory spreadsheet containing all assigned GIS ID's
3. Network Inventory Checks & Survey Map Development		<ul style="list-style-type: none"><li>Complete a review of the aerial photography of the City to confirm network integrity.</li></ul>	Programmed survey maps and inventory for use on the project.

**DETAILED PROJECT SCOPE:**

<u>Task</u>	<u>Description</u>	<u>Activities</u>	<u>Deliverables</u>
<b>Base Service Items and Activities – Field Surveys</b>			
4.	LCMS-2 Mobilization/ Calibration	<ul style="list-style-type: none"> <li>Mobilize surface distress, roughness, and rutting testing equipment to project.</li> <li>Calibrate equipment.</li> </ul>	Equipment calibration results
5. 5a	LCMS-2 Field Data Collection (Pavement Condition)	<ul style="list-style-type: none"> <li>Collect ASTM D-6433 distresses and attributes delivered in block-to-block segmentation basis. IMS will survey approximately 382 centerline miles with 2-pass testing of arterials and 1-pass of locals for a survey total of an estimated 458 test miles.</li> <li>Expansion of distresses to include longitudinal, transverse, alligator, and block cracking, raveling, bleeding, patches/potholes, rutting, roughness, and distortions.</li> <li>Laser based LCMS-2 will incorporate the use of lasers and rate gyroscopes, digital images, touch screen event board, and GPS acquisition.</li> <li>Dual wheel path testing collecting International Roughness Index (IRI) data at no additional charge.</li> </ul>	Complete two passes on arterials and 1-pass on locals for an approximated 458 test miles.
6.	Annual Fee: Downward Images in Inform Continuous Intervals (Web Based; No Crack Display) & Annual host	<ul style="list-style-type: none"> <li>Annual Fee: Downward Images in Inform Continuous Intervals (Web Based; No Crack Display)</li> <li>Annual Hosting fee – 1<sup>st</sup> year is included for no charge</li> </ul>	Delivering Inform software with image viewer – includes hosting fee. Both for 1-year at no charge.

**Base Service Items and Activities – Data Management**

7. 7a	Pavement Condition Data QA/QC, Processing & Formatting	<ul style="list-style-type: none"> <li>For each data stream (surface distress, roughness, GPS, deflection), aggregate and process the data at 100-foot intervals.</li> <li>Develop individual index scores for surface distress and roughness as appropriate.</li> <li>Develop structural index for each roadway segment.</li> <li>Develop a pavement condition score for each section.</li> <li>Process the same data to the segment level.</li> <li>Develop exceptions report: lengths not matching GIS.</li> <li>Complete QA of data.</li> </ul>	Excel spreadsheet of the 100-foot, sectional data, and index values containing all assigned GIS ID's.  Shapefiles of the condition data at the 100 foot and segment levels.
8.	Update Lucy Operating Parameters (aka. Decision Trees)	<ul style="list-style-type: none"> <li>Update Lucy Operating Parameters (aka. Decision Trees)</li> <li>It will be programmed to develop a multi-year maintenance and rehabilitation plan using "cost of deferral".</li> <li>It will also have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating.</li> </ul>	IMS PM will work with city staff to Update Lucy Operating Parameters (aka. Decision Trees)
9.	Lucy Pavement Analysis, & Budget Development	<p>Following the field surveys and data processing, complete the following analysis in the Easy Street spreadsheet:</p> <ul style="list-style-type: none"> <li>Present status and PCI report: Excel c/w PCI charts.</li> <li>Fix all needs analysis and budget.</li> <li>Budget driven analysis (\$/year estimate).</li> <li>Level of service analysis (\$ to hit set target).</li> <li>Funding necessary on an annual basis to ensure an average overall pavement condition of 70, 75, or 80.</li> </ul>	City can use Lucy to generate differing budget scenarios. Shapefile: & KML file of the processed data along with Cost Benefit Analysis .

## Temecula, WA Pavement Management Services

10.	Pavement Condition Lucity Data Load & GIS Integration	<ul style="list-style-type: none"> <li>Assemble data from the IMS Client Review Spreadsheet (CRS) for loading to the Lucity software spreadsheet by IMS.</li> <li>Format &amp; prep Lucity database for analysis runs.</li> </ul>	Databases of ready to load information; configured to the agency's requirements.
11.	IMS Draft written report.	<ul style="list-style-type: none"> <li>Assemble report for review &amp; comment prior to final.</li> </ul>	Delivery of draft report as outlined.
12.	IMS Final written report.	<ul style="list-style-type: none"> <li>Assemble any agency comments, making necessary revisions, then report for finalizing and send report.</li> </ul>	Final report & shape files – both hard copies (2) and electronic format.
13.	City Council Presentation – Virtual w/Onsite Add	<ul style="list-style-type: none"> <li>Assemble any agency comments, making necessary revisions, then report for finalizing and send report.</li> </ul>	Final report & shape files – both hard copies (2) and electronic format.
14. 14a	Collect and Deliver Digital Images (20' Intervals) & IMS hosting	<ul style="list-style-type: none"> <li>Process views (up to 4) of LCMS-2 video into 20' intervals.</li> <li>Link images to the City's existing GIS centerline.</li> <li>Provide viewing tool for a virtual drive experience.</li> <li>IMS hosting of Images</li> </ul>	1-view of center front imagery at 15' intervals. Deliver w/GPS at least coordinate data. & IMS hosting of Images

### Planned 2023-24 Project Schedule:

IMS Proposed Schedule for Temecula, CA: 6-Month Duration			
Assumes an NTP is issued, preliminary work commences early-January 2024			
Task	Description	Duration Estimate	Milestone Completion
1	Council Approval, Executed Agreement & NTP to be Issued	2 weeks	January 2024
2	GIS Acquisition, Re-segmentation, and Validation	2 weeks	January 2024
3	Review Map Iterations and Approval	2 weeks	February 2024
4	Kick-off Meeting (Virtual)	1 day	February 2024
5	<b>RST</b> LCMS-2 Pavement Network Survey (458 test miles)	2 weeks	Mid-February 2024
6	QC/QA Program for Collected Data	8 weeks	March-April 2024
7	Deliver Network Condition Data/Analysis software set-up	1 week	Early-May 2024
8	Pavement Condition Data Format for Load to Lucity	1 week	May 2024
9	Lucity Analysis & Draft Report	3 weeks	Early-June 2024
10	Final Project Deliverables & Load to City's Lucity	2 weeks	Late-June 2024
<b>Adds</b>	<i>Imagery deliverables &amp; Council Meeting</i>	<i>4 months</i>	<i>By Late-June 2024</i>

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to remain an asset and extension of the City of Temecula's staff and team. If any questions arise, please do not hesitate to contact me at (480) 462-4030 or [jtourek@imsanalysis.com](mailto:jtourek@imsanalysis.com).

Regards,

**IMS Infrastructure Management Services, LP**



Jim Tourek  
West Region Client Services Manager

**EXHIBIT B**  
**PAYMENT RATES**

# IMS Quotation for Professional Services



IMS Infrastructure Management Services, LP  
 1750 S. Los Feliz Dr., # 111, Tempe, AZ 85281  
 Phone: (480) 839-4347 Fax: (480) 839-4348  
[www.imsanalysis.com](http://www.imsanalysis.com)

**To:** Samantha Preciado, Assistant Engineer II **Date:** November 27, 2023  
**From:** Jim Tourek, Client Services Manager **Project:** City of Temecula, CA  
**Subject:** 2023-24 Pavement Management Services **Project No:** PW23-09

Thank you for requesting a quote for pavement management services. IMS is proposing the following.

**Temecula, CA: FY24 Base Scope of Services**  
**2023 IMS Pavement Management Program Update**

Task	Activity	Quant	Units	Unit Rate	Total
<b>Project Initiation</b>					
1	Project Initiation	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	382	CL	\$5.00	\$1,910.00
3	Network Inventory Checks & Survey Map Development	382	CL	\$3.00	\$1,146.00
<b>Field Surveys</b>					
4	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection (1-pass Arterials & Collectors; 1-pass Locals & Alleys)	382	CL	\$95.00	\$36,290.00
13 a.	LCMS-2 RST Automated Field Data Collection (Add 2nd pass All Arterials Streets)	76	per T-MI	\$155.00	\$11,780.00
6	Annual Fee: Downward Images in Inform Continuous Intervals (Web Based; No Crack Display)			Included in Base Activities (Yr. 1)	
a.	Data Fee for Hosting			Included in Base Activities (Yr. 1)	
<b>Data Management</b>					
7	Data QA/QC, Processing, Format, & Supply (Excel; File Geodatabase; KML)	382	CL	\$20.00	\$7,640.00
8	Update Lucity Operating Parameters (aka. Decision Trees)	1	LS	\$4,750.00	\$4,750.00
9	Lucity 5-Year Pavement Analysis & Budget Development	1	LS	\$5,500.00	\$5,500.00
10	Pavement Data Load - Lucity	1	LS	\$4,375.00	\$4,375.00
a.	Subconsultant to Take Approved Pavement Data & Load to City Servers	1	LS	\$2,500.00	\$2,500.00
11	Standard IMS Draft Written Report	1	LS	\$2,500.00	\$2,500.00
a.	Standard IMS Final Written Report	1	LS	\$500.00	\$500.00
12	Project Management	1	LS	\$2,884.00	\$2,884.00
13	City Council Presentation - Virtual	1	EA	\$3,500.00	\$3,500.00
a.	Add for an Onsite City Council Presentation	1	EA	\$2,000.00	\$2,000.00
14	Collection/Delivery of Digital Images @ 20' Intervals (1-view)	458	T-MI	\$10.00	\$4,580.00
a.	Add for Hyperlink in Excel Spreadsheet	1	EA	\$2,125.00	\$2,125.00
<b>PMP Project Total:</b>					<b>\$99,980.00</b>

**Temecula, CA: IMS Additional Optional Services**  
**2023 IMS Pavement Management Program Update**

**Value-Added Service Activities:**

15	Annual Fee: Downward Images in Inform Continuous Intervals	Year 2+	1	LS/YR	\$4,000.00	\$4,000.00
a.	Data Fee for Hosting (Web Based; No Crack Display)	Year 2+	458	T-MI/YR	\$2.00	\$916.00
					Annual add:	\$4,916.00

Thank you for considering IMS as a viable solution to your pavement management and we will strive to remain an asset and extension of the Temecula staff and team. If there are any questions, comments, or concerns please do not hesitate to reach out via my office number at (480) 462-4030 or email via [jtourek@imsanalysis.com](mailto:jtourek@imsanalysis.com).

**IMS Infrastructure Management Services, LP**

Jim Tourek, Client Services Manager

Page 2 has the hourly rates ~ RFP response.

# IMS Quotation for Professional Services



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## Temecula, CA: FY24 Base Scope 2023 IMS Pavement Management Program Update

Task	Description	Labor Effort				Total Labor	Expenses					Task Total	Contract Rates for Invoicing				
		Principal, Sr. Engineer	Intermediate Eng., Data Analyst	Jr. Eng., Sr. Tech, Crew Chief	Admin		Subconsultant	Field Crew Daily	Hotel + Meals	RST Daily Charges	Mileage		Miscellaneous	Quantity	Units	Unit Rate	
<b>Base Project Activities for Updating the Pavement Management System and Reporting</b>																	
1	Project Initiation	6	3	6	12	3,000						3,000	1	LS	3,000.00	\$3,000.00	
2	Network Referencing & GIS Linkage	2	8	6	4	1,890				20		20	382	CL	5.00	\$1,910.00	\$1,910.00
3	Network Inventory Checks & Survey Map Development			7	7	1,120						26	1	LS	1,146.00	\$1,146.00	
4	RST Mobilization/Calibration			16	8	1,980	2	1	240			1,040	1	LS	3,000.00	\$3,000.00	
5	RST Field Data Collection (1-pass Arterials & Collectors; 1-pass Locals) a. LCOMS-2 RST Automated Field Data Collection (Add 2nd pass All Arterials Streets)	10	11	128	128	22,980	32	16	500	10		13,310	382	CL	95.00	\$36,290.00	
6	Annual Fee: Downward Images in Inform Continuous Intervals (Web Based; No Crack Display) a. Data Fee for Hosting	2	10	40	40	7,680	10	5	100			4,100	76	T-Mi	155.00	\$11,780.00	
7	Data QA/QC, Processing, Format, & Supply (Excel; File Geodatabase; KML)	4	24	18	42	7,640							382	CL	20.00	\$7,640.00	
8	Update Lucity Operating Parameters (aka. Decision Trees)	4	8	24	18	4,750							1	LS	4,750.00	\$4,750.00	
9	Lucity 5-Year Pavement Analysis & Budget Development	8	12	18	22	5,500							1	LS	5,500.00	\$5,500.00	
10	Pavement Data Load - Lucity a. Subconsultant to Take Approved Pavement Data & Load to City Servers	6	12	16	13	4,375	2500						1	LS	4,375.00	\$4,375.00	
11	Standard IMS Draft Written Report a. Standard IMS Final Written Report	4	10	4	8	2,500							1	LS	2,500.00	\$2,500.00	
12	Project Management	4	14	2	10	2,880							1	LS	500.00	\$500.00	
13	City Council Presentation - Virtual a. Add for an Onsite City Council Presentation	8	13	16	12	3,888							1	LS	2,884.00	\$2,884.00	
14	Collection/Delivery of Digital Images @ 20' Intervals (1-view) a. Add for Hyperlink in Excel Spreadsheet	10	3	4	4	2,000	2						1	LS	2,000.00	\$2,000.00	
<b>Base Project Activities Subtotal:</b>																	
<b>\$99,880.00</b>																	
<b>Temecula, CA: IMS Additional Optional Services</b>																	
<b>2023 IMS Pavement Management Program Update</b>																	
15	Annual Fee: Downward Images in Inform Continuous Intervals a. Data Fee for Hosting (Web Based; No Crack Display)												1	LS	\$4,000.00	\$4,000.00	
													458	CU/FT/Mi	\$2.00	\$916.00	
<b>\$4,916.00</b>																	