AGREEMENT FOR PAVEMENT MANAGEMENT DATA COLLECTION
AND PLANNING SERVICES

THIS AGREEMENT FOR PAVEMENT MANAGEMENT DATA COLLECTION AND PLANNING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **STREETSCAN, INC.**, a foreign for-profit corporation duly organized in Delaware and authorized to do business in the state of Florida (EIN: 47-2978127) ("Vendor").

WHEREAS, in accordance with the City of Ocala's contracting and procurement policies and procedures, the City Contracting Officer has the authority to exempt the procurement of certain services from competitive procurement requirements where said services have been benchmarks, compared or otherwise reviewed by the City's Contracting Officer and determined to be based on best value for the City; and

WHEREAS, at the request of City's Public Works Department, Streetscan, Inc.'s discounted proposal for services was benchmarked and found by the City's Contracting Officer to have the best value; and

WHEREAS, Streetscan, Inc., was selected as the intended awardee to provide pavement management data collection and planning services for the City's Public Works Department; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   Exhibits to Agreement: The Exhibits to this Agreement are as follows:

   Exhibit A: Vendor Proposal (A-1 through A-26)
   Exhibit B: Vendor's Engineering Billing Rates (B-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Vendor Proposal** and the Contract Documents. The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Ownership and Use of Documents.** City shall retain ownership of all processed work product, including, but not limited to, field data, analyses, calculations, notes and other records relating to the Project prepared by Vendor.

      i. Following delivery of final results, City shall be able to access all results for a period of one year from the date of delivery. City shall be able to export the data at any time. Vendor agrees to maintain the City's web-based Streetlogix portal for its access and will maintain a backup version of the data onsite and through cloud-based services.

4. **COMPENSATION.** For data collection, data extraction, data visualization and analytics, Vendor shall be paid a maximum limiting amount of **ONE HUNDRED FORTY-FOUR THOUSAND, SEVEN HUNDRED NINETY-SEVEN AND NO/100 DOLLARS ($144,797).** For the Streetlogix Asset Management Software, Vendor shall be paid an annual maximum limiting amount of **SEVEN THOUSAND, THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($7,375)**.

   A. **Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth below, and in the attached Exhibit A – Vendor Proposal. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

ONE-TIME COST	
Pavement Asset Management Services	$45,981
Sidewalk Asset Management Services	$44,316
360 Degree Imagery Package	$0
ADA Ramps and Sidewalk Width	$54,500
Total One-Time Cost:	**$144,797**
ANNUAL COST	
Streetlogix Asset Management Software	$7,375
TOTAL:	**$152,172**

   B. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Vendor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.

   C. **Renewal Pricing Increases.** Any pricing increase for renewals shall be subject to a maximum negotiated increase of no more than **THREE PERCENT (3%) ANNUALLY** unless

there are mitigating market conditions. Price increases shall be based on the CPI-U. Vendor shall submit CPI justification with any and all requests for pricing at least **NINETY (90) DAYS** prior to the end of the existing Contract Term.

D. **Invoice Submission**. Vendor shall invoice the City at least once a month during initial data collection, data extraction, data visualization and analytics. All monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, Attn: **Tom Casey,** E-Mail: tcasey@ocalafl.org.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM**. This Agreement shall become effective and commence on **MAY 18, 2022** and continue in effect through and including **MAY 3, 2023**. This Agreement

may be renewed for **TWO (2)** additional **ONE-YEAR** (1-year) periods by written consent between City and Vendor.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

   A. **Lead Time.** Vendor shall begin the data collection process **NO LATER THAN JULY 5, 2022.**

   B. **Implementation Schedule.** Data Collection, Processing, GIS Analytics and Maintenance Planning services, as described in **Exhibit A – Vendor Proposal** shall be completed **NO LATER THAN OCTOBER 7, 2022.**

   C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

   D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Vendor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Vendor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

   E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Vendor, to include costs incurred by City for the procurement of additional professional services

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Vendor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for

default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor fails to perform services required within the time stipulated in the Agreement; or

(3) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse.   The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the service performed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

11. **WARRANTY.** Vendor shall provide a **THREE (3) YEAR** warranty from the date of software acceptance by the City.

    A. During the Warranty Period, Vendor's software shall substantially conform to applicable City requirements. For any breach of this Warranty, Vendor shall, at its option and expense, either replace the software or correct any reproducible error in the software reported to Vendor by City in writing during the Warranty Period.

    B. Should Vendor determine that it is unable to replace the software or correct any error, Vendor shall refund to City the amount paid by City for the software, related services and license, and this Agreement shall be terminated.

    C. All software developer warranty documentation must be provided before the final payment request is submitted to City by Vendor.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which services are to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.

D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

A. Vendor shall competently and efficiently supervise, inspect, and direct all services to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.

C. Vendor shall be responsible to see that the provided services comply accurately with the contract and the intent thereof.

D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

A. City shall designate in writing a person to act as the City's representative with respect to work to be performed under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

B. City's Representative shall coordinate with officials and other City employees who have knowledge of pertinent conditions and shall confer with Vendor regarding both general and special considerations relating to the Project.

C. City shall assist Vendor by placing at Vendor's disposal all available information pertinent to the Project or requested by Vendor including previous reports and other historical data relative to design or construction of the roadways in the City.

D. City shall arrange for access to and make all provisions for Vendor to enter upon public and private lands as required for Vendor to perform its work under this Agreement. If the selected service contains sidewalks, the City is responsible for clear access. Objects such as debris, trash, trash cans, etc. must be removed for clear access as it will affect the quality of the service.

E. City shall furnish Vendor all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats is preferred.

F. Vendor requires a target road GIS layer with segmentation, either from the City or from the Florida Department of Transportation (FDOT). If neither is available, Vendor can create it from a list of target roads from intersection to intersection or as otherwise directed by City, charging Vendor's Standard Engineering Billing Rates attached hereto as Exhibit B. If City requests a different segmentation after the processing has begun, results may be delayed, and Vendor shall charge the engineering rate for implementation of the segmentation stage.

G. Vendor shall use City's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of data collection. Otherwise, Vendor shall use its default pavement methods and pricing. Subsequent changes shall be billed at Vendor's Standard Engineering Billing Rates.

H. City shall cooperate with and assist Vendor in all additional work that is mutually agreed upon by both parties.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial automobile liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Vendor's commercial automobile liability insurance policy must name, as additional insured, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and assigns.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special

limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Vendor claims an exemption from workers' compensation coverage, Vendor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. Vendor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this Project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Vendor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

    A. <u>Insurance Requirements.</u> These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No services shall commence under this contract until the required Certificate(s) of Insurance have been provided**. Services shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

    B. <u>Deductibles</u>. Vendor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

    C. <u>Certificates of Insurance</u>. Vendor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

    *Non-rated insurers must be pre-approved by the City Risk Manager.

D. <u>Failure to Maintain Coverage</u>. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. <u>Severability of Interests.</u> Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. <u>Mandatory Endorsements for All Required Policies</u>. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the provision of services. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with

reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

25. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City.

26. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents

or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

27. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

28. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

29. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

30. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the

public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

31. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

32. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

33. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

34. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

35. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

36. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

37. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

38. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

39. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	StreetScan, Inc.
	Attention: Stanley Karlin
	603 Salem Street
	Wakefield, MA 01880
	Phone: 514-497-7308
	E-mail: stanley.karlin@streetscan.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer
	110 SE Watula Avenue, 3rd Floor
	Ocala, Florida 34471
	Phone: 352-629-8366
	Fax: 352-690-2025
	E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr.
	Gooding & Batsel, PLLC
	1531 SE 36th Avenue
	Ocala, Florida 34471
	Phone: 352-579-6536
	E-mail: rbatsel@lawyersocala.com

40. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

41. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS

CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

42. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

43. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

44. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

45. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

50. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

51. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

52. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST: CITY OF OCALA

_____   _____

Angel B. Jacobs   Ire Bethea, Sr.
City Clerk   City Council President

Approved as to form and legality: **STREETSCAN, INC.**

_____   _____

Robert W. Batsel, Jr.
City Attorney   By: _____
                                                          (Printed Name)

                                                 Title: _____
                                                          (Vice-President or higher)

Automated Asset Management Proposal

Ocala, FL

May 03rd , 2022

Proposal for the City of Ocala, FL

Prepared for:

Tom Casey

Infrastructure Operations Division Head

Ocala

1805 Northeast 30th Ave, Building 300

Ocala, FL, 34470

352-351-6733

Prepared by:

StreetScan Inc.

603 Salem Street

Wakefield, MA 01880

617.399.8236

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May 03rd , 2022

Tom Casey, Infrastructure Operations Div. Head
City of Ocala
1805 Northeast 30th Ave, Building 300
Ocala, FL 34470

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network through an abundance of data collected via multiple vehicle-mounted sensors allows your staff to properly allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicle and online web-based app.

Our service offering includes:

- Data Collection: vehicle survey of paved lane miles.
- Data Processing of pavement condition and assets.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (SPR) Report.
- Pavement Management Plan: maintenance and budget options, suggestions and scenarios; optional cloud-based access with robust interactive planning and budgeting tools.
- ADA Sidewalk width
- ADA Ramp Compliance
- 360 Degree Imagery

Also available (see Appendices for more details):

- Optional asset extractions including pavement markings, traffic signs, utility assets, street lighting, sidewalks, curbs, trees, etc.

If approved by the city council on on May 17th ; the start date will be on July 05th with a finish date of October 07th by StreetScan in 2022.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates, and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,

Stan Karlin
Manager, Sales and Marketing

1.ABOUT US

At StreetScan, we come to work each day because we want to solve our clients' biggest problems when it comes to monitoring their street assets. We have a Smart City Mobile Sensing Service Offering targeted at providing clients with an intelligent, objective and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. StreetScan enables exactly this for our municipal clients.

Municipalities no longer have to send inspectors into the field for pavement surveys. Now, they can leverage the power of data to improve their decision-making abilities.

This all came about as a result of a 2009 groundbreaking project at Northeastern University that received more than $18 million in funding over a 5-year period. This stamp of approval was due to the power of the project to end localized pavement inspections and enable continuous network-wide health monitoring of roadways.

What kind of technology made this possible? Versatile Onboard Traffic Embedded Roaming Sensors (VOTERS). A framework, prototype and blueprint were successfully designed and developed, and in 2015, StreetScan was launched as a spin-off of the project. It is our comprehensive, advanced hardware and software turn-key solution that distinguishes us from the competition. More importantly, it provides street asset monitoring at a reasonable cost for our clients.

2017 saw the emergence of our current Smart City Service Offering and we have combined this service with our pavement management offering. Clients save time, money and no longer require additional field surveys. Our ScanCars can enable municipalities and other clients to extract and monitor critical assets such as pavement condition, traffic signage, pavement markings, streetlights and other transportation infrastructure assets.

We embrace progress. In 2018, StreetScan launched Streetlogix. This extensively customizable, web-based GIS asset management software has changed the landscape for municipalities. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including the prioritization of roadway projects. Using unprecedented data visualization and budget optimization tools, our clients have been creating defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests.

The most important thing you need to know about StreetScan is our data-driven approach. It will change the way you monitor your street assets – for the better and for the future.

StreetScan   **streetlogix**

Powered by AI

2.OUR TEAM

Stanley Karlin – Manager, Sales & Marketing – As the Manager of Sales & Marketing at StreetScan, Stan brings over 25 years of experience in selling & marketing exclusively to the public sector. Stan came to StreetScan after selling his municipal software company where he served as the Chief Marketing Officer, and is eager to promote StreetScan's new technologies and solutions to local governments. He received his M.Ed. From Temple University in Instructional Design & has used this knowledge to help better explain complex solutions in marketing.

David M. Vines – Sr. Project Manager – David will provide project management leadership for the road condition assessment of the municipal road network. As the primary point of client contact, David will coordinate the project from the kickoff meeting to project delivery. He will provide geotechnical support for route creation, results publishing and end-user training on software functionality. David joined StreetScan as a Research and Development Engineer and was instrumental in the initial setup of the firm. He received his Ph.D. in Civil Engineering and a MS in Structural Engineering from Northeastern University in Boston, MA, as well as a B.S. in Civil Engineering from Valparaiso University in Valparaiso, IN.

Ivano Teti – Customer Success Manager, Streetlogix – Ivano provides ongoing support to our customers from their onboarding of Streetlogix through the long term, ensuring they reach their goals for integrating asset management technologies to enhance their daily operations. He brings over 13 years' experience in sales and management, with a strong knowledge of the traffic, transit signal and detection industry. Prior to joining Streetlogix, Ivano managed accounts and inside sales at Electromega Ltd. where he provided adaptable and cost-efficient traffic solutions to Ontario municipalities alongside external partners such as Leotek, Siemens, and others. Ivano has completed management courses at Concordia University's John Molson School of Business in Montreal, QC.

3. THE STREETSCAN SYSTEM

StreetScan's automated data collection and algorithm-based roads prioritization software can help optimize your road budget and provide user-friendly analytics about the status of your roads and sidewalks.
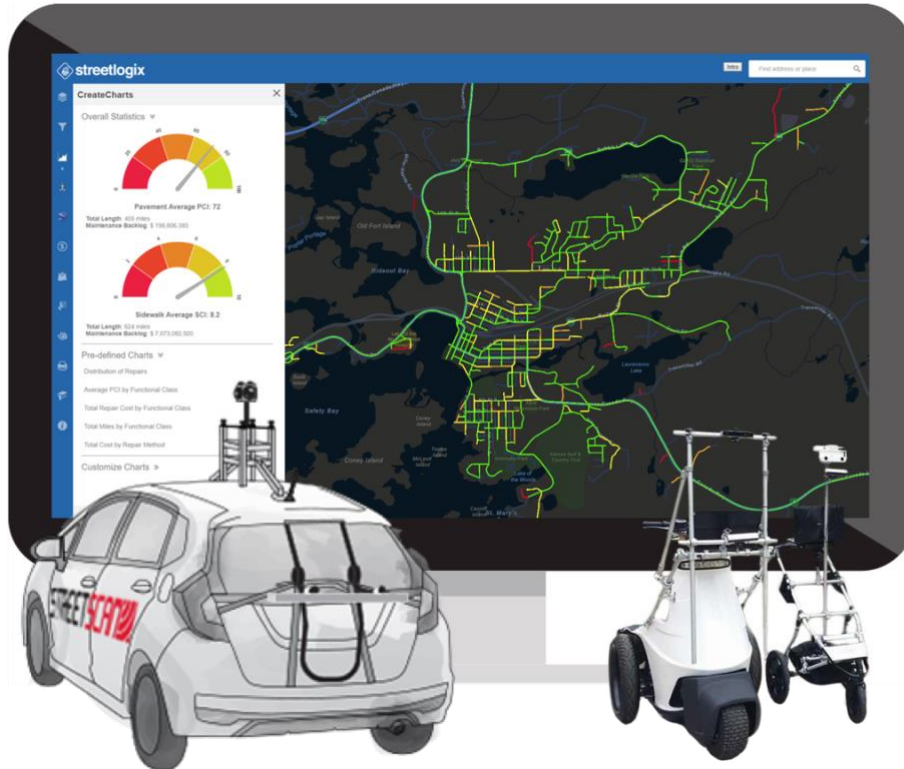
Data Collection

StreetScan's vehicles equipped with multi-sensor systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Data Processing

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

GIS Analytics

Collected data goes into Streetlogix, our unique **cloud-based application,** allowing municipalities to visualize and manage road assets in order to schedule maintenance within a user-friendly GIS environment.

4. STREETLOGIX SOFTWARE

4.1   ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

Asset Management Key Features:

4.2   WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

Work Order Key Features:

Automated Asset Management Proposal
Ocala, FL
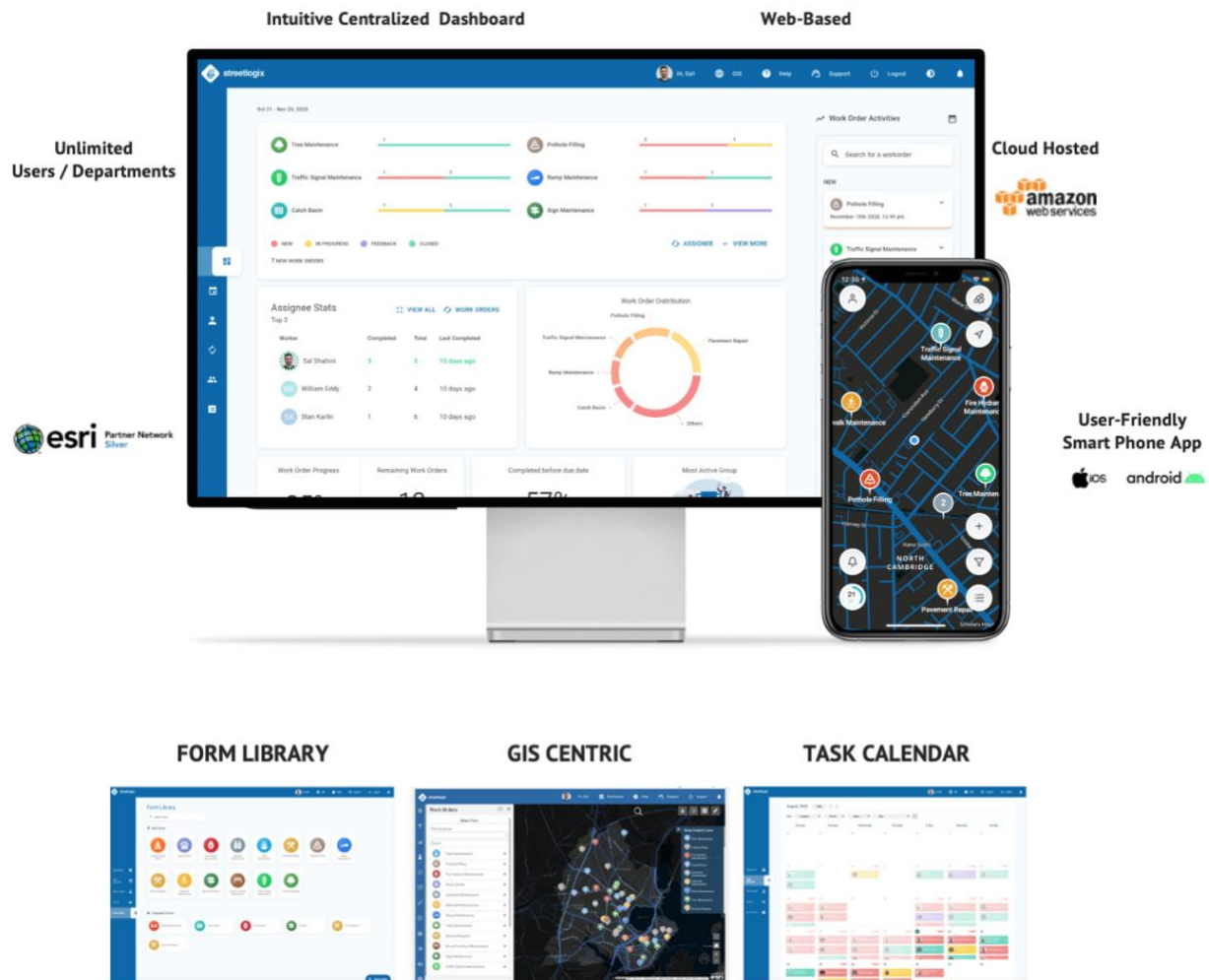
4.3   CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.

Resident Online Form:
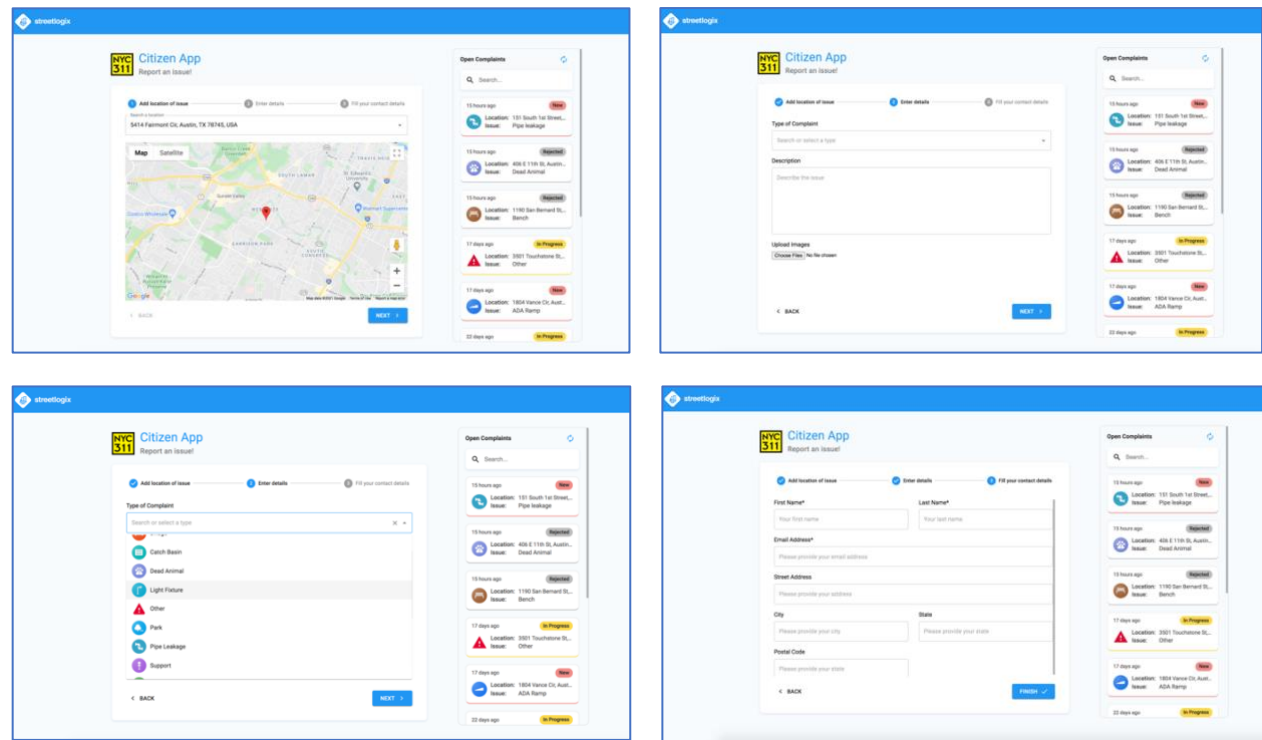
Layout Editor:

Seamless integration with Work Order App
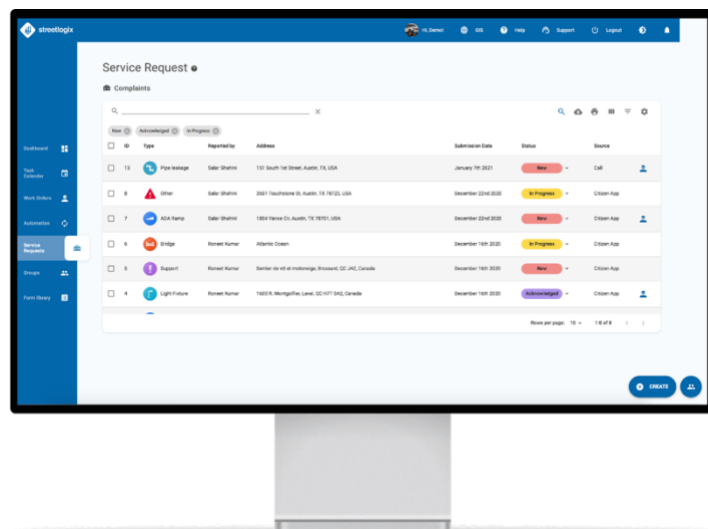
StreetScan

5.PRICING OVERVIEW

5.1   SERVICES SELECTED

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	**CENTERLINE MILES**	**$/CL**	**TOTAL**
StreetScan DATA COLLECTION	ScanCar Data Collection	360 mi	$120	$43,200
	Data Processing			
	Processed Data Results			
Mobilization and Setup Cost				$7,889
TOTAL				$51,089
DISCOUNT (10%)				($5,109)
TOTAL w/ Discount				**$45,981**

SIDEWALK MANAGEMENT				
	SERVICES INCLUDED	**SIDEWALKS MILES**	**$/MI**	**TOTAL**
StreetScan DATA COLLECTION	ScanCart Data Collection	225 mi	$211	$47,475
	Data Processing			
	Sidewalk Videos			
	Processed Data Results			
Mobilization and Setup Cost				$7,920
TOTAL				$55,395
DISCOUNT (20%)				($11,079)
TOTAL w/Discount				**$44,316**

ADA Ramps and Sidewalk Width Data Collection			
SERVICES INCLUDED	**Center Line Miles**	**$/CLM**	**TOTAL**
ADA Sidewalk Width	225	$40	$9,000
ADA Ramp Compliance	3,375	$12	$40,500
Project Mobilization			$5,000
Total			**$54,500**

STREETLOGIX SOFTWARE MODULE PRICING					
streetlogix **MODULES**	**POPULATION**	**ANNUAL LICENSE**	**ANNUAL DATA**	**IMPLEMENTATION FEE**	**TOTALS**
ASSET MANAGEMENT	59,253	$10,000	$1,250	$3,500	$7,375 - 50% Off

5.2 FINAL TOTAL

	SERVICES AND SOFTWARE	**STANDARD**
StreetScan DATA COLLECTION	Pavement Asset Management Services	$45,981
	Sidewalk Asset Management Services	$44,316
	360 Degree Imagery Package	Included
streetlogix	ADA Ramps and Sidewalk Width Data Collection	$54,500
	Streetlogix Asset Management Software	$7,375
	IITOTAL	**$152,172**

Annex

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and web-based app Streetlogix save you time and make your repair dollars go further. We have developed a 4-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads	Sidewalks
Vehicle Deployed: ScanCar	Vehicle Deployed: ScanCarts

StreetScan utilizes 3D imaging technology to measure road defects, such as cracking and bumps. The 3D imaging cameras provide a 8' (2.4m) of lateral road coverage and seamless road coverage in the direction of travel at speeds up to 65 mph (72kph). A 360 degree camera system provides imagery of the road surface and ROW. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

StreetScan has developed a technology stroller-based approach which captures all the necessary distress & ADA data. We currently have 5 Carts in our fleet. StreetScan utilizes 2D imaging technology to measure sidewalk defects, such as Uplifts, Bumps, Holes, Cracking & Surface Texture. An IMU mounted on the cart measures tilt, slope & accelerations. A laptop computer is used for controlling data collection. An encoder on each wheel of the ScanCart's rear wheels provides accurate linear displacement along with a GPS, providing position information.

StreetScan

STEP 2: DATA EXTRACTION

Roads

The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Rating (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data from intersection to intersection and populate the database allocated to the segment.

Sidewalks

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than aggregate loss, so it is given a greater weighting in the rating formula.
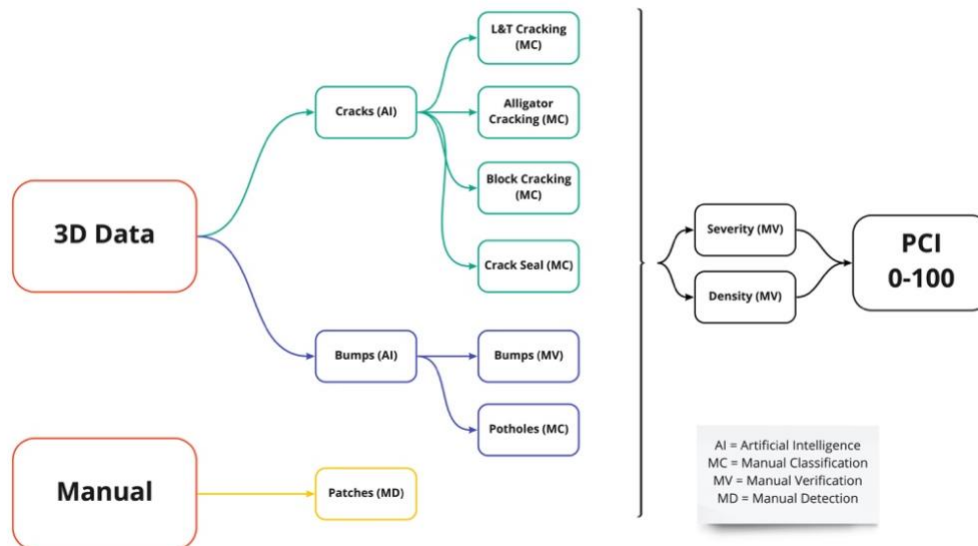
Sidewalk Algorithm
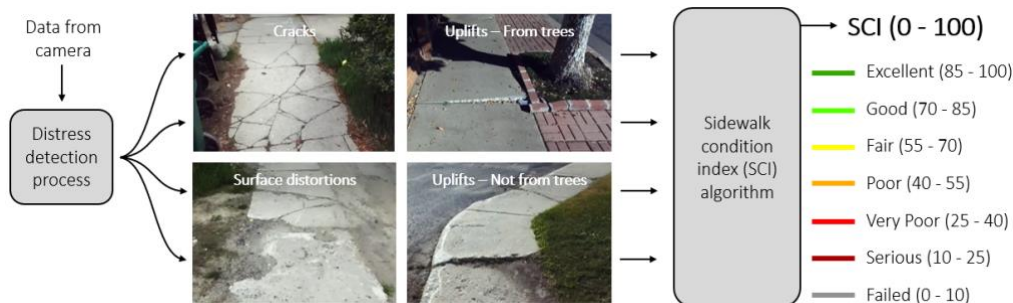
STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, in order to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360 images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, in order to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).
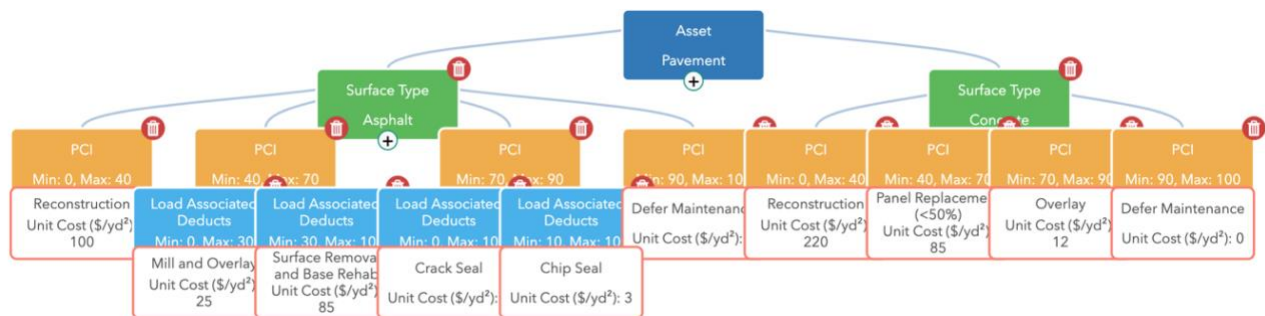
Portal view: Overall stats and available layers
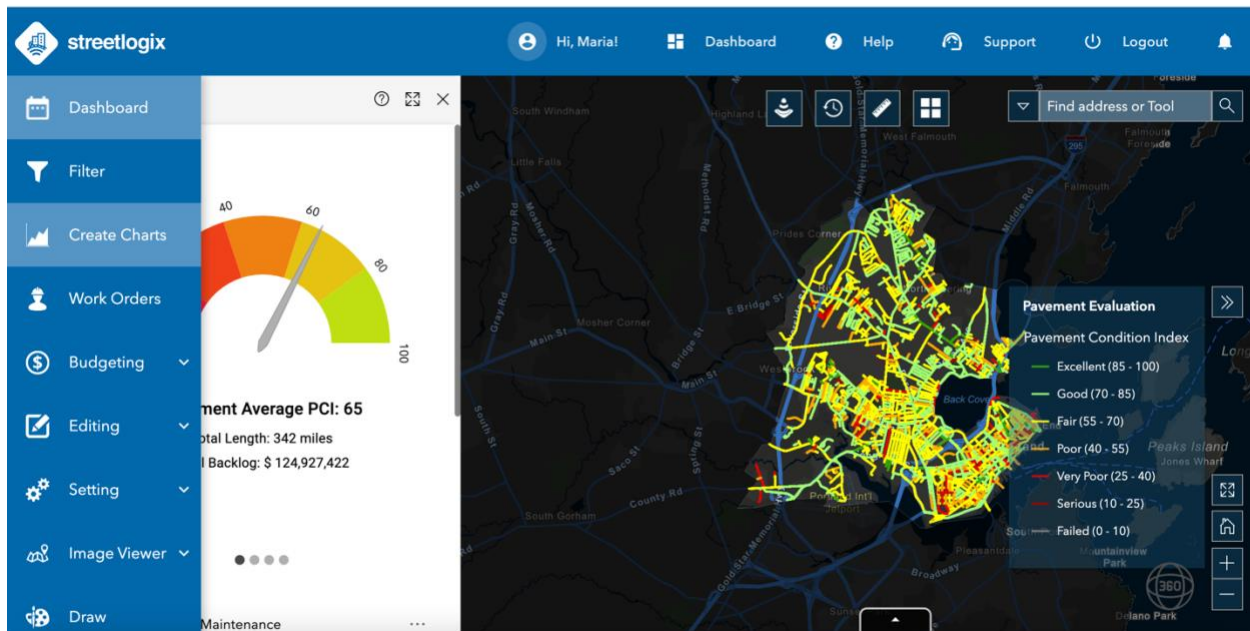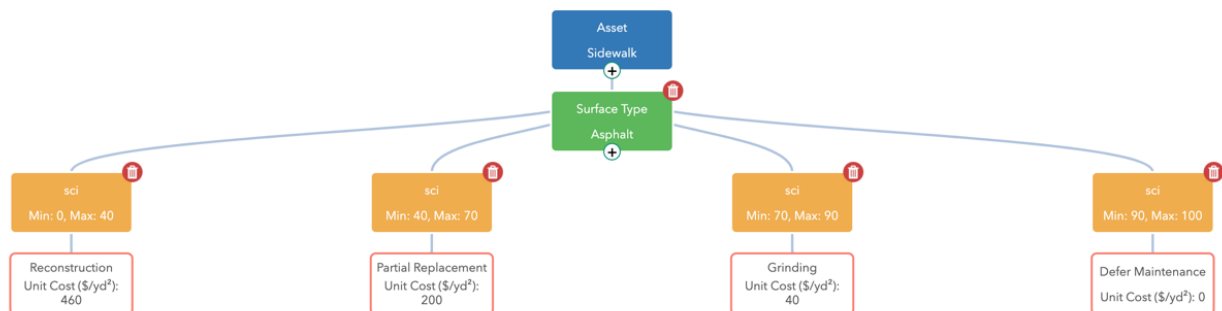
STEP 4: MAINTENANCE PLANNING

Roads

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are compiled and reported to the client in our Streetlogix software and as a digital storymap.

Our decision-trees are highly customizable and we work with staff to tailor it to ensure our AI will provide the neccesarry maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

Sidewalks

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and reported to the client in our Streetlogix software and as a pdf document.

Roads:

Sidewalks:

StreetScan

APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

StreetScan leverages AI with Semantic Segmentation in order to process the attributes which are included as part of the Work Order Module. As a result we guarantee over 80% accuracy of detecting all assets within the right of way but is subject to error due to obstructions or miss classifying the asset. 360 Imagery has the lowest margin of error and therefore is reliant on the imagery processed to obtain the assets.

Paving Markings

Through StreetScan's existing collected data, our geospatial engineering team can extract pavement markings and insert them into a separate GIS layer. All data is accessible through Streetlogix. A visual review of the markings determine their current condition and whether maintenance is required.

Attributes	Description
Category*	Left Turn, Right Turn, Crosswalk, etc.
Location*	Global Positioning System (GPS) location (+/- 5 meters)
Condition	The analysis will be conducted from intersection to intersection and given a rating of either Good, Fair or Critical. If the length of the road is longer than 1,000 ft, the analysis will be broken up into 1,000 ft segments

*Attributes included for the basic Pavement Marking inventory

* Measurement device has a rated accuracy of 0.1 degrees. However, in practice due to variations in ground surface and location where measurement is take, measured value can typically vary +/- 1 degree

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

> Deliverable:
> * GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

> Deliverable:
> * GIS layer of the linear features where curbs are present

Traffic Signage

StreetScan's traffic sign asset management service provides a simple solution for the Municipality to quickly and efficiently manage its traffic signs. StreetScan utilizes an algorithm to automatically locate traffic signs saving you time and money. Our geospatial engineering team then undergoes a rigorous Q&A process and collects multiple unique attributes. Traffic sign quantities are estimated at 1/8 of municipal population. Charges will be for actual number identified; please inform us if you have more accurate estimates.

Attributes	Description
Sign Category*	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name*	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location*	Global Positioning System (GPS) location (+/- 5 meters)
Sign & Post Condition	Good, Fair, Critical rating assessed through review of daytime digital images

*Attributes included for the basic sign inventory

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

> Deliverable:
> - GIS Layer of catch basin

Manhole

StreetScan provides location of circular Manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

> Deliverable:
> - GIS layer of manhole locations

Tree GIS Database

StreetScan provides tree locations which are situated in the right of way, determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

> Deliverable:
> - GIS layer of tree location

Streetlight GIS Database

Utilizing the ScanCar's cameras, StreetScan has the ability to review already collected data and extract the necessary street lighting attributes. A new street lighting data layer will be accessible through Streetlogix.

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 5 meter)

ADA Sidewalk Width

StreetScan will manually calculate the sidewalk width from the 3D Data collected as this feature is not automated.

ADA Ramp Compliance Survey

StreetScan's ADA ramp compliance criteria is based on the 2010 Americans with Disabilities Act (ADA) standards. StreetScan measures all ADA slopes associated with compliance using a digital level. The level used is M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. All measurements are reviewed by quality control technicians and compliance is determined.

Compliance Measurements
StreetScan determines ADA ramp compliance based on the measurements shown below.

- Ramp Length (inches)
- Ramp Width (inches
- Ramp's Cross Slope (%)
- Ramp's Running Slope (%)
- Landing Length (inches)
- Landing Width (inches)
- Landing's Cross Slope (%)
- Landing's Running Slope (%)
- Left Flare (%)

- Right Flare (%)
- Roadway Cross Slope (%)
- Roadway Running Slope (%)
- Detectable Warning Presence (Y/N)
- Detectable Warning Condition (Good/Fair/Critical)
- Material of Detectable Warning
- Sidewalk Surface Quality (Good/Fair?Critical)
- Obstruction

Accuracy:

Attributes	Description
GPS Location	Global Positioning System (GPS) location (typically +/- 1.5 meters)
Ramp Slope / Cross Slope	Angle (+/- 0.5 Percent)
Road Slope / Cross Slope	Angle (+/- 0.5 Percent)
Flare Slopes	Angle (+/- 0.5 Percent)
Ramp Width Compliance	Measure (+/- 1 inch)
Landing Area Compliance	Measures (+/- 1 inch) and angles (+/- 0.5 Percent)

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/no ramp
- Compliance
- Measured Attributes (shown above)

APPENDIX C – OUR CLIENTS

## REFERENCES & ADDITIONAL INFORMATION

City of New Bedford, MA

Project Objective:

StreetScan was contracted by the City of New Bedford to perform a road assessment survey that would objectively collect pavement condition and ROW data and provide a custom pavement management plan.

Project Description:

In the spring of 2019, StreetScan collected pavement condition, texture and roughness rating for each road segment (intersection to intersection) of 528 centerline miles.

The system utilized 3D imaging technology to measure the severity and extent of road defects including cracking, bumps, surface distortions, surface texture and potholes.
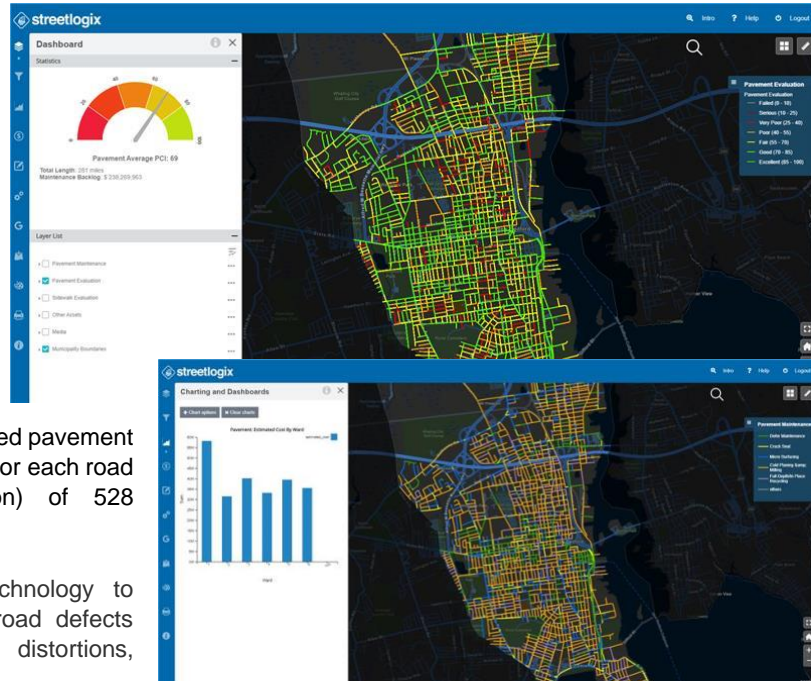
Additionally, the City selected StreetScan's Enhanced visualization package consisting of 360° HD camera that captured optical imagery of the road surface and right-of-way. StreetScan provided curb locations, determined from front or side facing imagery, via a GIS layer. The mandate included the assessment of 268 pavement markings.

The City added a Sidewalk and Ramp Assessment Survey to be carried out in the spring of 2020.

Project Outcome:

StreetScan delivered a custom pavement management plan and decision-making solutions via Streetlogix, StreetScan's GIS web-based software, whose algorithm utilizes PCI, road usage data and a cost benefit analysis to determine road maintenance, repair costs and prioritization per segment. Budgeting and planning tools allow for editable short- and long-term planning as well as level of service analysis with target PCI.

Project Contacts	
City of New Bedford, MA	Adam Hart, Supervising Civil Engineer (508) 9791550 x 67332 / adam.hart@newbedford-ma.gov
StreetScan	Salar Shahini, Chief Data Officer (617) 399-8236 / salar.shahini.s@streetscan.com

City of Portland, ME

Project Objective:

The City of Portland, ME, selected StreetScan to perform a mobile sensing survey of City's road network and prepare custom Maintenance and Repair suggestions.

The mandate comprised the assessment of traffic signs, pavement markings and Streetlight Lux Levels.

Project Description:

Data collection for the project included:
- 221 centerline miles of city-maintained roadways
- 21,847 traffic signs inventoried
- 2,585 pavement markings (line features: lane dividers, bike lanes, etc.)
- 4,429 pavement markings (point features: left arrow, bicycle marking, etc.)

StreetScan used specialized ScanVan vehicles to assess the condition of roadways in normal traffic flow. During the survey, imagery collected from 2D Camera systems were used to locate pavement markings and traffic sign locations. Consequently, Manual on Uniform Traffic Control Devices (MUTCD) attributes were extracted from the traffic sign images by our technicians.

A Streetlight Lux Level Pilot was also performed. Utilizing a vehicle equipped with light sensors, StreetScan surveyed the Municipality at night to collect light level illumination data and provided a GIS layer also accessible through its web-based software.

Project Outcome:

Data collection was completed in December 2016. Survey results were placed in Streetlogix, a customizable, GIS web-based application, whose algorithm utilizes PCI, road usage data and a cost benefit analysis to determine road maintenance, repair costs and prioritization per segment. Budgeting and planning tools allow for editable short- and long-term planning as well as level of service analysis with target PCI.

A second road data collection was performed in October 2019.
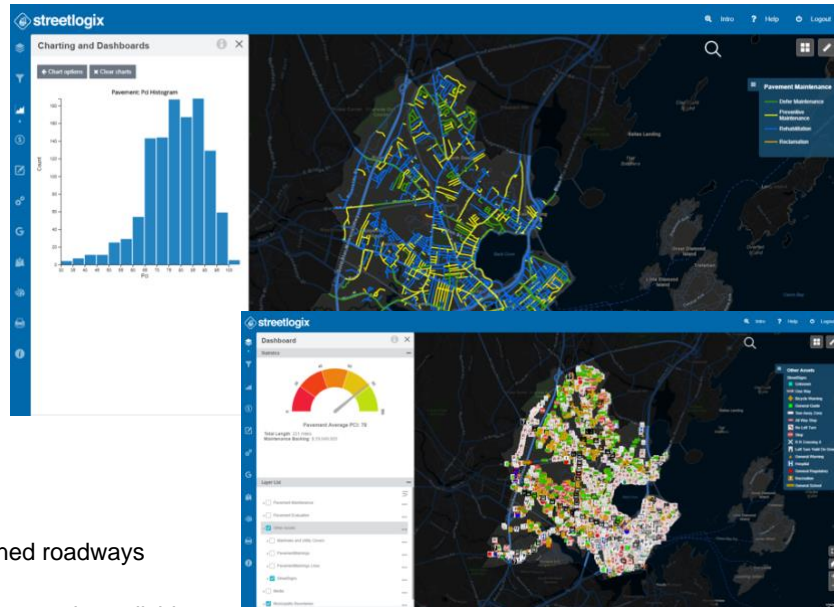
| Project Contacts	
City of Portland, ME	Christopher Branch, Public Works Director (207) 874-8801 / cbranch@portlandmaine.gov
StreetScan	Salar Shahini, Chief Data Officer (617) 399-8236 / salar.shahini.s@streetscan.com

City of Lebanon, NH

Project Objective:

Perform a mobile sensing survey of the City's road and sidewalk network to assess its current condition and prepare custom Maintenance and Repair suggestions.

Project Description:

In the summer of 2019, StreetScan utilized specialized ScanVan vehicles to assess the condition of 96 miles of roadway and, using a pavement condition index scale which runs from 0-100, developed a Municipal-wide inventory of road condition. The system utilizes 3D imaging technology to measure the severity and extent of road defects including cracking, bumps, surface distortions, surface texture and potholes.
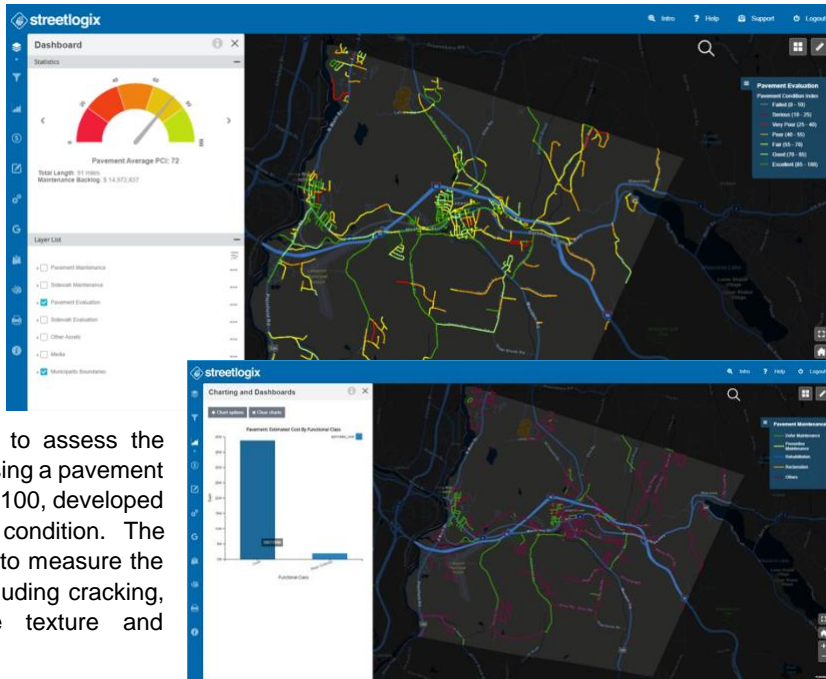
For sidewalk assessments, StreetScan deployed mobile carts with high definition video capture capability to assess the condition of 30 miles of sidewalk. Through analysis techniques, sidewalk distresses such as cracking, aggregate loss, uplifts and surface distortion were identified, which were then used to calculate sidewalk condition ratings on a scale of 0 to 100−with 0 being the worst and 100 being ideal

Project Outcome:

Results from the survey were placed in Streetlogix, providing an enriched view of the City's street network with color-coded pavement conditions and other assets, along with images for every scanned road and a range of decision-making tools

Project Contacts	
City of Lebanon, NH	James Donison, Director of Public Works (603) 448-3112 / james.donison@lebanonnh.gov
StreetScan	Salar Shahini, Chief Data Officer (617) 399-8236 / salar.shahini.s@streetscan.com

Sample of other Clients:

City of Gainesville, FL

County of Tippecanoe, IN

City of Hillsboro, OR

City of Kilgore, TX

City of Parma Heights, OH

City of Lafayette, IN

City of New Bedford, MA

City of Spokane Valley, WA

Town of Somers, CT

Town of Dover, NJ

City of Portland, ME

City of Sidney, OH

City of Greenwood, AR

City of Castle Pines, CO

County of Tulsa, OK

City of Barrie, ON

Town of Beverly, MA

Town of Hampstead, QC

CASE STUDY

Data-driven approach enables Lorain to prioritize and justify roadway repairs

OVERVIEW

User
City of Lorain, OH

Challenge
To replace a labor-intensive, subjective approach to assess its roads, the City needed a data-driven way to evaluate the condition of its roadway network.

Solution
- StreetScan's mobile sensing vehicle
- Streetlogix street asset management software

Results
The City now has the data and software tools to prioritize road repairs, eliminate outside influences and spend its money more efficiently through better planning.

The City of Lorain is located in northeastern Ohio on Lake Erie, approximately 30 miles west of Cleveland. With over 60,000 residents, Lorain has numerous historical sites and activities to participate in for both residents and visitors and is home to the Charles Berry Bridge, the second-largest bascule bridge in the world.

The Challenge

Like many municipalities in North America, Lorain was utilizing a visual assessment to gather information on the status of its road network. This subjective and labor-intensive method motivated the City to embrace a faster, objective, and transparent way to assess roadway conditions and determine which roads needed repair, along with how and in what order they needed to be repaired. Lorain's small engineering group was also receiving numerous complaints from residents. "Everyone thinks their street is in poor condition and we needed the ability to properly prioritize maintenance and improvements in a data-driven, scientific approach," said Guy Singer, Lorain's Deputy Director of Engineering.

StreetScan

The Solution

Lorain embarked on a rigorous RFP process to select a pavement management provider and proceeded to interview the top three candidates. StreetScan was selected by a committee. "The attribute that the committee believed set StreetScan apart from other vendors was their Streetlogix asset management software," explained Singer.

StreetScan performed a City-wide condition assessment using its Smart City Mobile Sensing Technology. This automated method was developed to provide municipalities with a fast, objective analysis, ensuring that repair and maintenance decisions are based on complete and up-to-date data.

StreetScan's mobile-sensing vehicle travelled 272 centerline miles of roads to assess road conditions in normal traffic flow and, using a pavement condition index scale which runs from 0-100 (with 0 being the worst and 100 being ideal), developed a City-wide inventory of road conditions. The system utilizes 3D imaging technology to aid in the detection of various road defects. The automated detection results, combined with extensive human QA/QC, provided reliable and accurate surface condition estimates.

"The attribute that the committee believed set StreetScan apart from other vendors was their Streetlogix asset management software."
Guy Singer
Deputy Director of Engineering
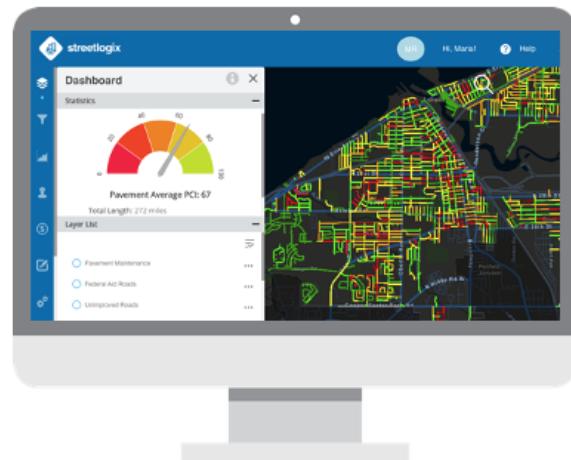*City of Lorain, OH*

The Results

Lorain's overall pavement condition index (PCI) was rated at an average PCI of 66, with 84.4% of the roads above a critical PCI condition of 55. Only 6% of the roads were rated as 'very poor' or 'serious'.

All survey results were placed in the Streetlogix platform, a powerful GIS asset management software that provides the City unprecedented tools to develop capital improvement plans and perform projections on their roadway conditions. Streetlogix AI-engine utilizes PCI, road usage data and a cost benefit analysis to determine road maintenance, repair costs and prioritization per segment. Budgeting and planning tools allow for editable short- and long-term planning as well as level of service analysis with target PCI.

The Benefit

City Staff is now able to interactively share, edit, and view the up-to-date roadway data on a common platform, as well as perform budget planning and develop multi-year capital improvement & maintenance programs. "With Streetlogix, we plan to develop a system that accurately estimates the road maintenance required year to year. This will create an iterative process for us that we believe will improve as we move into the future," concluded Singer.

StreetScan 2022 Rates	$/Hourly
Project Manager	$150
Customer Success Manager	$150
GIS Manager	$100
GIS Technician	$85
Field Technician	$60
QC Technician	$45