

CONTRACT SUMMARY
RE: IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC

TYPE OF CONTRACT:	Services
GOVERNING LAW:	State of Connecticut
PARTIES:	City of Stamford IMS Infrastructure Management Services, LLC (“Consultant”)
PURPOSE:	To implement a pavement management system for the City’s street system
PROJECT LOCATION:	City of Stamford
CONTRACT PRICE:	Combination of unit rate based tasks and lump sum activities, as set forth in Sec. 5 of Exhibit B, for a total of \$144,471.00 (not including Alternative Software Selection or Supplemental Activities)
COMMENCEMENT DATE:	Date of Execution
PERIOD/END DATE:	Complete in timely manner, time is of the essence
RENEWAL:	None provided
SCOPE OF SERVICES:	Provide a pavement management system that will provide a cost-effective rehabilitation, budgeting and planning tool for the City’s street system , as set forth in RFP 678 and Consultant’s Proposal, attached as Exhibits A & B.
IMPORTANT TERMS/ CONDITIONS PRECEDENT:	City’s obligation to pay contingent upon approval of funds City not liable of any additional costs unless provisions of Charter and Code complied with Consultant to comply with Code §§103-1 through 103-10 No gifts or political contributions to City employee or official by Consultant during term of contract
CONSULTANT’S REPRESENTATIONS:	Consultant represents that it is qualified in relation to work to be performed under Agreement and has requisite skills, expertise and knowledge and that City relies on this representation
RIGHTS TO ASSIGN:	No right to assign without prior written approval of City
SUBCONTRACTING:	No right to sub-contract without prior written approval of City of specific subcontractor to be used
INSURANCE:	<ul style="list-style-type: none"> - Commercial general liability – not less than \$1 million combined single limit per occurrence - Commercial auto liability – minimum of \$1 million per accident - Professional liability – no less than \$1 million - Workers’ compensation – Statutory limits - Employer’s liability – not less than \$100,000 per accident All insurance to contain waivers of subrogation in favor of the City of Stamford
CITY’S POWERS TO TERMINATE:	<ul style="list-style-type: none"> - If Consultant fails to fulfill its obligations in a timely and proper manner or violates any terms of the Agreement - If Consultant made material misrepresentation in connection with Agreement - If Consultant fails to perform any material requirement of Agreement to City’s satisfaction - If City reasonably determines satisfactory performance of agreement is endangered - With cause on 5 days’ written notice or without cause on 20 days’ written notice.
INDEMNIFICATION	Consultant will indemnify, defend and hold harmless City for all claims, suits, damages, etc. resulting from Consultant’s negligent performance or non-performance, including reasonable attorneys’ fees and City’s cost of investigating any claims against it.