

Meeting Date: 9/8/2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

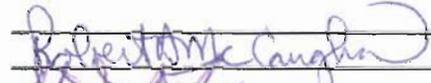
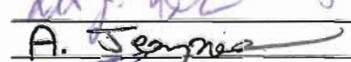
Consent Ordinance Resolution Consideration/Discussion Presentation

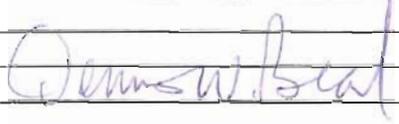
SHORT TITLE **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TRANSMAP CORPORATION TO ACCOMPLISH PAVEMENT INSPECTION AND DATA COLLECTION FOR THE CITY OF POMPANO BEACH'S ROADWAYS SIDEWALKS, CURBS, ADA ACCESS RAMPS, AND PARKING LOTS; PROVIDING AN EFFECTIVE DATE. (\$106,964.74)**

Summary of Purpose and Why:

The Public Works Department requests approval to purchase Pavement Management Services, including a Pavement Condition Survey and creation of a Pavement Management Program for 273 center line miles of City owned streets and roadway system, from Transmap Corporation based upon the City of Coral Springs contract #15-D-005. The Coral Springs contract is valid through March 18, 2017. The total cost is \$106,964.74.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan, Public Works Director 954 786-4097
- (3) Expiration of contract, if applicable: See above
- (4) Fiscal impact and source of funding: \$106,964.74 from budgeted funds in account 302-7303-541.65-12
Capital Improvement Project Fund

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	8/26/15	Approve	
General Services	8/28/15	Approve	
Finance	8/28/15	Approve	
Budget	8/28/15	Approve	
City Attorney	9/1/15	Approve	

City Manager  

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			



City Attorney's Communication #2015-1474
August 24, 2015

TO: Robert A. McCaughan, Public Works Director
FROM: Mark E. Berman, City Attorney
RE: Resolution – Transmap Corporation

As requested in your memorandum dated August 19, 2015, Public Works Department Memorandum No. 2015-037, the above-referenced Resolution has been prepared and is attached as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TRANSMAP CORPORATION TO ACCOMPLISH PAVEMENT INSPECTION AND DATA COLLECTION FOR THE CITY OF POMPANO BEACH'S ROADWAYS, SIDEWALKS, CURBS, ADA ACCESS RAMPS AND PARKING LOTS; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



MARK E. BERMAN

MEB/ds
l:cor/pw/2015-1474
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TRANSMAP CORPORATION TO ACCOMPLISH PAVEMENT INSPECTION AND DATA COLLECTION FOR THE CITY OF POMPANO BEACH'S ROADWAYS, SIDEWALKS, CURBS, ADA ACCESS RAMPS AND PARKING LOTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Transmap Corporation to accomplish pavement inspection and data collection for the City of Pompano Beach's roadways, sidewalks, curbs, ADA access ramps and parking lots, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Transmap Corporation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/ds
8/24/15
l:reso/2015-462

MEMORANDUM

Purchasing #15-092
July 23, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT*
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Approval to Piggyback City of Coral Springs RFP 15-D-005 with Transmap Corporation for Pavement Management Services

Contract Need/Background

The Public Works Department requests approval to purchase Pavement Management Services, including a Pavement Condition Survey and creation of a Pavement Management Program for 273 center line miles of City owned streets and roadway system, from Transmap Corporation. The City of Coral Springs issued request for proposal 15-D-005 September 24, 2014 and awarded the contract to Transmap Corporation. The contract is valid through March 18, 2017. The total cost is \$106,964.74.

Attached you will find copies of a memorandum from Public Works, applicable copies of the vendor quote, City of Coral Springs Contract and RFP documents.

Funding

The pavement management services will be funded from account 302-7302-541.65-12 Capital Improvement Project Fund / Construction.

Market Research

Purchasing has reviewed the Coral Springs proposers and conducted market research to verify that no local Pompano Beach vendors provide this service.

Award Recommendation

After review of the City of Coral Springs RFP and contract it is recommended that Transmap Corporation be awarded a contract for Pavement Management Services at the prices specified in the City of Coral Springs contract #15-D-005.

enclosures

cc: file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and ____Transmap Corporation__, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" RFP 15-D-005, Comprehensive Pavement Management Services Agreement, Exhibit "C" insurance requirements; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide the services of pavement inspection and data collection for City of Pompano Beach's roadways, sidewalks, curbs, ADA access ramps and parking lots upon the terms and conditions herein set forth.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of one (1) year, provided that City will provide notification within thirty (30) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$106,964.74.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor:

Transmap Corporation
Attn: Mr. Howard Luxhoj, PE
3366 Riverside Drive, Suite 103
Upper Arlington, OH 43221
Fax: (614) 481-4017

If to City:

City of Pompano Beach
Attn: Public Works Director (Robert McCaughan)
1201 NE 5th Ave
Pompano Beach, Florida 33060
Fax: (954) 786-4028

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events

may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "C" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

Transmap Corporation
(Print or type name of company here)

Witnesses:

[Signature]
Craig A. Scharling
(Print or Type Name)

[Signature]
ROB HICKOTER
(Print or Type Name)

By: [Signature]

Print Name: Howard Luxhoj, PE

Title: President/CEO

Business License No. 30691

STATE OF ~~FLORIDA~~ OHIO

COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 28th day of August, 2015, by Howard Luxhoj, PE as President/CEO of Transmap Corporation, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Colleen Collins
Notary Public, State of Ohio
My Commission Expires 09-29-2011

Colleen Collins
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ OHIO

Colleen Collins
(Name of Acknowledger Typed, Printed or Stamped)

2011-RE-389059
Commission Number

l:agt/genl srvs/service contract

EXHIBIT A



July 6th, 2015

**City of Pompano Beach, Florida
Pavement and Asset Management Project**

**Exhibit A
Scope of Services**

Prepared For:

**Michael Carter
Streets Superintendent
City of Pompano Beach
1201 NE 5 Avenue
Pompano Beach, FL 33060**

Prepared By:

**Craig Schorling, GISP
Vice President
Transmap Corporation
3366 Riverside Drive, Suite 103
Upper Arlington, OH 43221**

Project Scope of Services Outline

- Introduction
- Project Setup
 - Kick Off Meeting
 - Centerline Review
 - Mobilization
- Task 1 - Pavement Management
 - 1a/2a - ON-SIGHT™ Data Collection
 - 1b - Advanced Inspections: IRI/Rutting
 - 1c - Network Setup and Review
 - 1d - Pavement Inspection
 - 1e - MicroPAVER Load
 - 1f - GIS Integration
 - 1g - Pavement Boot Camp
 - 1h - Pavement Reporting
 - 1i - MicroPAVER Software
 - 1j - MicroPAVER Training
 - 1k - Project Management: Pavement
 - 1l - ArcGIS Online Viewer
- Task 4 - Asset Extraction
 - 4a - Point and Linear Assets
 - 4b - GIS Integration
 - 4c - Project Management: Assets
- Conclusion

Introduction

Transmap would like to thank the City of Pompano Beach for choosing Transmap as the provider for the Pavement and Asset Management Project project. This scope of services will act as the foundation for the project. Excellent project management and understanding of the project are essential to ensure that Transmap has addressed all of the City's needs. This document will act as Transmap's project narrative to the City for the collection and analysis of pavement distress data.

Project Team Representatives

The following table represents the current list of project participants, along with their phone numbers and email addresses.

Name	Project Role	Telephone	Email
Pompano Beach			
Michael Carter	Street Superintendent	954-786-4146	michael.carter@copbfl.com
Transmap			
Howard Luxhoj	Principal/CEO	614-481-6799	hluxhoj@transmap.com
Craig Schorling	Account Manager	614-537-6297	cschorling@transmap.com
Chris Crocker	Project Manager	614-481-6799	ccrocker@transmap.com
Michael Weakley	Project Manager	614-481-6799	mweakley@transmap.com

Project Setup

The setup process is the initial step for any project. Below are the items associated with the setup for the City of Pompano Beach's Pavement and Asset Management project.

Kick Off Meeting

The project kick off meeting will be in person and on site at the City of Pompano Beach. Transmap will have, at the very least, a Project Manager or Account Manager on site. The goals for the kick off are to meet with technical staff members and Project Managers to discuss overall timeline, reporting requirements, technical exchange, and team member responsibilities. The technical exchange will happen both on site and remotely to facilitate any project materials needed by Transmap or the City. One major goal of the kick off meeting is to ensure that all roads in the project network are scheduled to be driven. The kick off meeting is scheduled to be a high level meeting lasting from 1-2 hours.

Centerline Review

Transmap has performed an initial review on the digital GIS centerline that was provided by the City. Transmap will produce maps for the the kick off meeting, allowing for the City to accept the roads that will be driven and analyzed as part of the road network. It is very important at the start of the project to get acceptance of the roads to be driven. As of the date of this scope, the centerline review statistics are below:

Participant	# of Segments	# of Centerline Miles	Minimum Length FT	Maximum Length FT	Average Length FT	Std. Deviation FT
Pompano Beach	3248	272.63	8.62	4,846.54	443.2	363.66

Mobilization

Transmap will mobilize the ON-SIGHT™ system to the project area. In addition, the ground control network and a quality control network will be established. Mobilization activities include: Deploying a Transmap ON-SIGHT™ mapping vehicle, equipment, and required staff (driver and operator) to Pompano Beach, authority notice letter about mobile mapping vehicle (sent to client and local authorities), installing, configuring, and calibrating the camera equipment and on-board data management hardware/software, installing, configuring, and calibrating the on-board global positioning and inertial navigation system equipment, and setting up an external Quality Control (QC) network with quality control points. Transmap will establish an external ground control network to be utilized in support of field data capture quality control efforts. The purpose of the ground control network is to provide the GPS corrections necessary to ensure GIS sub-meter accuracy throughout the project.

Deliverables:

Kick Off Meeting	Project Manager will set up the kick off meeting and deliver a recap document after the meeting
Centerline Review	Transmap will send and bring maps for review in the kick off meeting
Mobilization	Transmap will notify the City when the mobile mapping vehicle will be mobilized to the project area. We will send a notice to the City that has information about the vehicle, so the City can notify the authorities and constituents about it.

Task 1 - Pavement Management

Task 1a/2a - ON-SIGHT™ Data Collection

The raw data collection portion of the project must begin before any extraction of data. Transmap will drive all roads identified in the project area using our ON-SIGHT™ HD mapping vehicle. The vehicle has a new 4K Laser Crack Measurement System (LCMS), a Ladybug5 6-camera panoramic image system, and a point cloud laser (vehicle-based LiDAR). The point cloud laser gives real-time positioning of assets within the roadways. Point cloud data is useful for measuring heights, offsets, and intensity values of assets. The vehicle has a robust GPS/INS solution that has dramatically improved accuracy and efficiency.

Transmap will drive our ON-SIGHT vehicle along 273 centerline miles of roads within the project area of the City. The image database will be collected for each roadway specified by the City in both directions (one-way streets excluded), enabling a full 360-degree view of each roadway in the network. The vehicle will make multiple passes on roads that have 2 or more travel lanes in one direction. Transmap will

deliver the Ladybug5 panoramic view of the roads to the City, which will be accessed through our web-based image viewer. For pavement management, Transmap will be running a 4K LCMS system that will produce downward facing images to be delivered to the City. The LCMS images will also be available to view on our web-based image viewer.

Transmap will QC the images obtained by the mapping vehicle to ensure that they are satisfactory and to meet the objective of the Pavement and Asset Management Project. To ensure the highest quality images, image capture activities will not be performed during low-light or adverse weather conditions. In-field image quality control will be performed for the purpose of identifying groups of images that may be unacceptable for feature extraction. Unacceptable images will be re-collected.

The specified route network will be compared against that of which has been imaged to ensure that no route segments have been overlooked. Missing route segments will be re-driven and imaged. Route segments may not be imaged when they are not accessible due to construction, temporary or permanent closures, or they may not exist as indicated in the supplied base data sets.

Positional accuracy will be maintained and verified through the use of QC points established within the road network. Reference coordinates will be established for said QC points. QC point locations will be derived from the collected images with discrepancies between the known reference coordinates and the measured coordinates (from the images) noted.

Task 1b - Advanced Inspections: IRI/Rutting

A unique element of the Transmap Hybrid Approach is our new Laser Crack Measurement System (LCMS). This 4K system has two laser line projectors with more than 2000 points per laser. A total of 4160 laser points are used to capture pavement condition. The LCMS will detect and analyze cracks, lane markings, ruts, potholes, macro-texture, patches, raveling, rutting and International Roughness Index (IRI) data, and cross slope.

Transmap will drive in both directions (all lanes) for a complete (100%) view of all surface distresses and can deliver a complete Crack Map of surface distress data. The vehicle is capable of collecting data at speeds up to 62 mph and acquires both 3D and intensity (image) data of the road surface with 1mm resolution.



100% Coverage

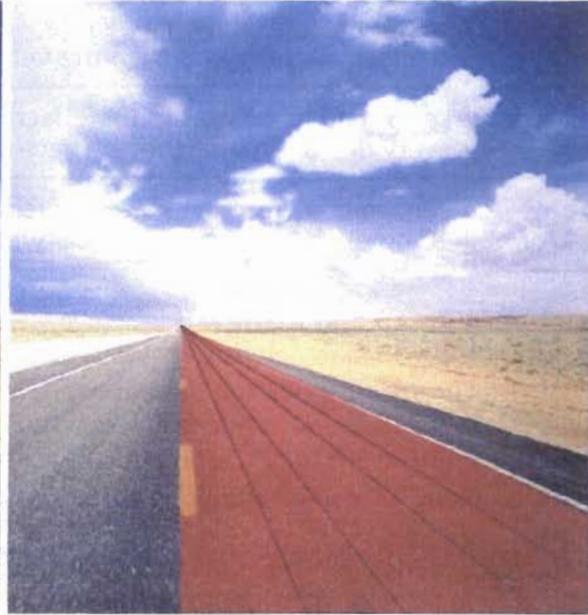


3D Crack Analysis

The International Roughness Index (IRI) and rutting data will be collected for the left wheel track, the right wheel track, and the average of the two wheel tracks in a manner that meets all ASTM E950 standards. The equipment captures continuous pavement data as the vehicle drives along a roadway. The 4,000+ points of our combined lasers are far more advanced than a typical 3 or 5 point laser. These lasers will capture IRI data across the surface of the road, and the operator does not have to worry about having the vehicle exactly in the wheel paths for rutting. The rutting depth will be delivered as a minimum, maximum, and average per wheel path and the IRI data will be delivered as a value over the whole section of pavement. The IRI data represents the total anticipated vertical movement a vehicle would experience over a given stretch of road. This data is acquired from the profiler and delivered as a field in the centerline file segment by segment.



Single Point IRI/Rutting Collection



LCMS 4000+ Point IRI/Rutting Collection

Additional Information: IRI

- Multiple stops and slow speeds are not recommended in the ASTM E950 spec for roughness collection.

Additional Information: Rutting

- Full 4,000 point profile for each lane is collected
- Construction techniques of alleys and thin residential roads can cause erroneous rutting profiles.

QA/QC Advanced Inspection System

The following table represents the rigorous QA/QC our system goes through to ensure the best quality results from our advanced inspections.

Calibration Table (Quality Control/Quality Assurance of Profiler)

Distance Calibration	Performed to calibrate the distance measurement instrument - Performed every 1-2 weeks
Validation Object	Performed to ensure the accuracy of each height sensor on the profiler - Performed every 2-3 weeks
Laser Calibration	Performed to mathematically compute the optimum levelness of the laser sensors mounted on the vehicle - Performed whenever a sensor is added, changed, or removed from the vehicle
Accelerometer Calibration	Performed to cancel out the effect of weight shifting in the van - Performed every day and/or whenever there is a shift of weight change in the vehicle
Accelerometer Repeatability	Performed before the start of every project by running an ODOT IRI test area 10 times to test the repeatability of the IRI system

Task 1c - Network Setup and Review

Transmap will create the unique network that is required for the pavement management system (MicroPAVER). This process defines the road network as a pavement network. From the basemap, Transmap will create the network, branches, sections, and samples that will be used as the foundation for the Pavement Management System. During this task, Transmap will integrate any pertinent centerline data that the City might want in MicroPAVER.

Samples – Samples are the lowest order of the defined pavement network. All samples must belong to a network, branch, and section. The length of the sample area will depend on the width of roadway. The ASTM goal is to have sample areas between 1,500 sq.ft. and 3,500 sq.ft. Transmap will not perform any pavement inspections at the center of intersections. All sample areas will be offset from intersections. All segments will have a least one sample. Entire segments that are equal to or less than 75 feet in length will be samples. However, resulting PCI scores may not be consistent with the remainder of the roadway (branch).

How Each Sample is Created

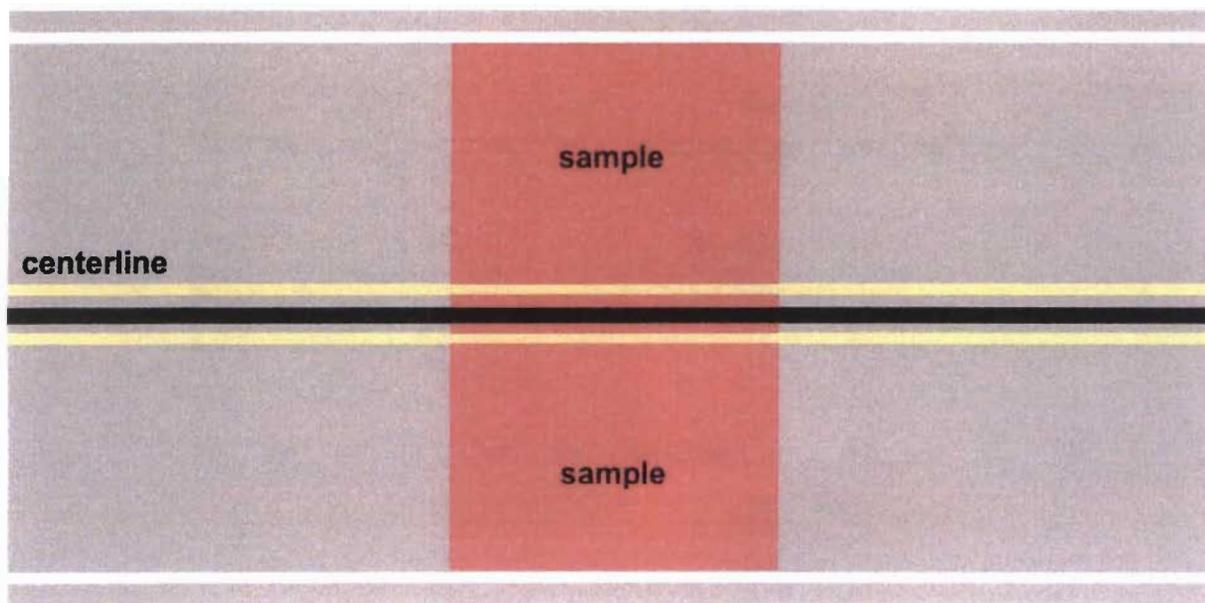
Samples are measured based on the lane configuration for each sample. For each case where there are only two through lanes in opposing directions (e.g. residential street), and the total width is less than 26 feet, the entire width of the road will be measured with the corresponding length. In cases where there are multiple lanes (through or turn), Transmap will measure the rightmost through lane in the increasing milepost direction. In this case, the lane width along with total road width will be recorded and the length of the sample will be based on the lane width. If there is a median in the sample area, then the rightmost lane will be measured in the increasing milepost direction. In cases where the centerline is divided for a road, each half of the road will be treated as its own route and measuring will follow the same format as explained earlier.

Standard Roadways

	# of Lanes	Sample Width (feet)	Road Section Width (feet)
Example 1 (One Centerline)	2 through opposing directions	< 26	<26

Standard Example 1

The following example is the standard sample layout for roads with two through lanes in opposing directions.

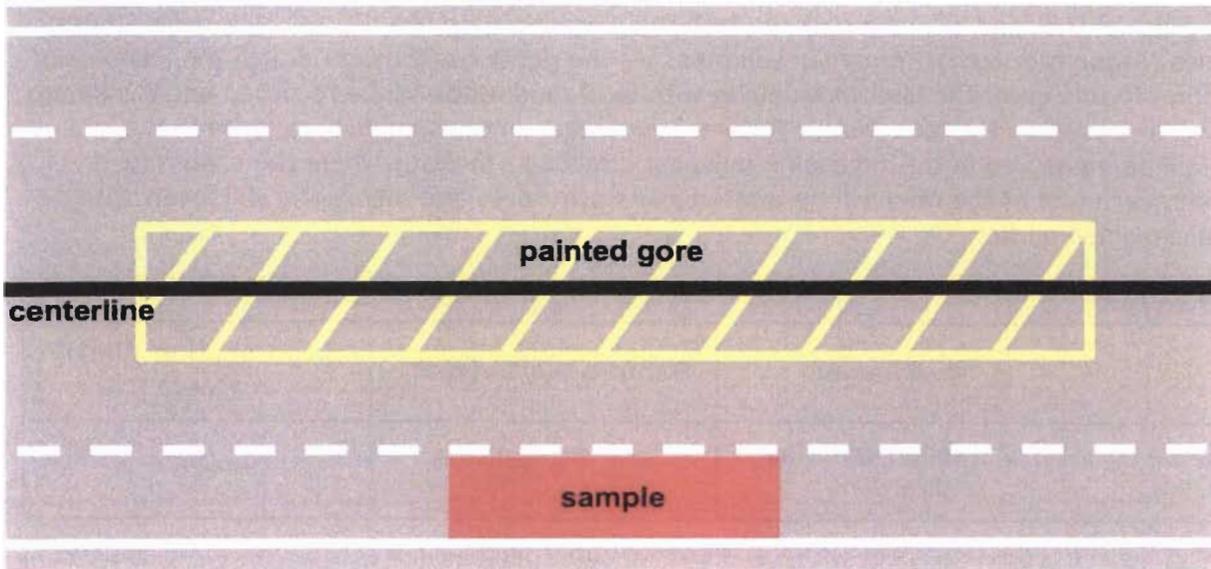


Non-Standard Roadways

	# of Lanes	Lane Width / Sample Width (feet)	Road Section Width (feet)
Example 2 (One Centerline)	4 non-divide	10	40
Example 3 (Two Centerlines)	4 median-divide	10	20

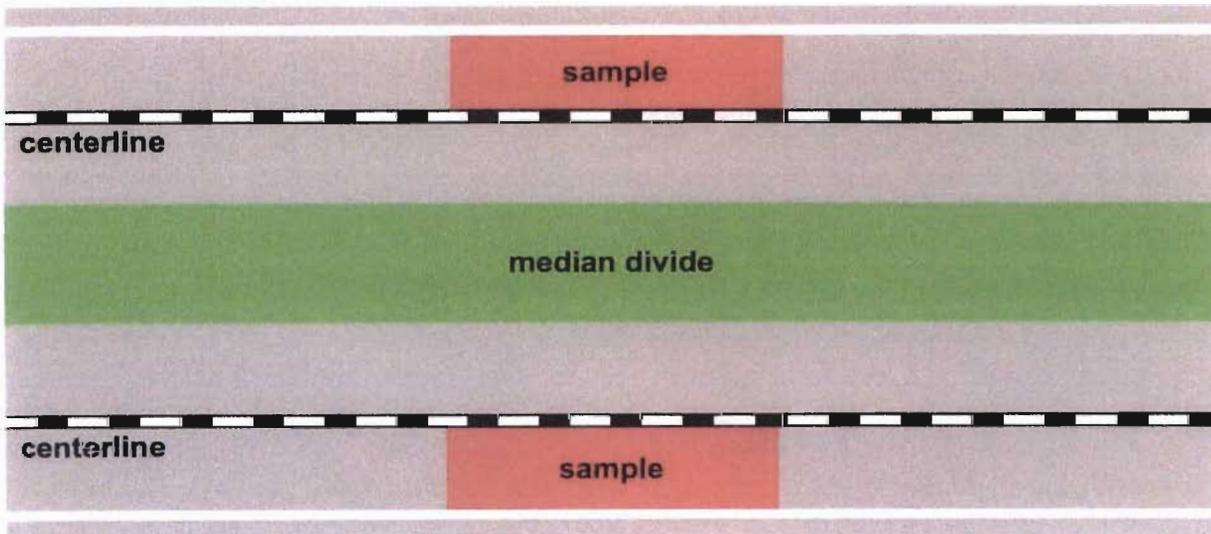
Four Lane Non-Divide Example 2

The following example has the sample in the increasing milepost direction on the rightmost through lane. The centerline is represented by one line.



Median-Divide Example 3

The following example has samples on both of the rightmost through lanes because the centerline is represented by two lines.



Sample Analysis for the City

Transmap has reviewed the City's GIS centerline file and found that a total 273 centerline miles will be driven. If the sample area is not concrete or asphalt, it will not be analyzed and will be not valid. We will use the best representative area to perform our analysis. This means that the worst and the best areas will not be used, but that a good representative sample of the whole section will be used.

Task 1d - Pavement Inspection

Transmap works closely with APWA to ensure pavement data is collected and implemented using ASTM standards (D6433). Transmap uses the US Army Corps of Engineers Paver Distress Identification Manual as a guideline for pavement inspections. Pavement conditions for each segment will be documented through the use of a digital pavement condition rating form designed to capture the distress type, severity, and frequency directly within the established pavement condition data mode. Transmap uses a

unique Hybrid Approach to capture the pavement distress data. Through the use of photogrammetry, profiler data, and 3D models, Transmap can measure widths, lengths, and square footage of all surface distress data.

Transmap will collect distress information along 273 centerline miles of asphalt/concrete roadway. Surface distress types will be captured and interpreted from the LCMS system for designated centerline miles of roadway driven by the Transmap vehicle. Additional IRI ride quality and rutting measurements will also be provided by the LCMS System.

The following table reflects the distress types that Transmap will collect for the project:

Asphalt Pavement Distresses	Concrete Collection
Distress	Distress
Alligator Cracking	Slab Count
Potholes	Slab Width
Transverse/Longitudinal Cracking	Slab Length
Edge Cracking	Corner Breaks
Weathering	Patching
Raveling	Divided Slab
Block Cracking	Linear Cracking
Patching & Utility Cut Patching	Popouts
Bumps & Sags	Joint Seal Damage
Depressions	Durability Cracking
Corrugations	Corner Spalling
Road Profiler Collection	Joint Spalling
Rutting	Shrinkage Cracks
Ride Quality	

Pavement Distress Data QA/QC

Transmap has a 20% QA/QC methodology set up in the office and a 5% method set up for boots-on-the-ground. The in-office QA/QC consists of selecting 20% of all valid samples and verifying sample areas and distresses measured in these samples.

The field QA/QC "boots-on-the-ground" occurs after all of the pavement network and samples are loaded into MicroPAVER to produce a PCI value for each segment. The purpose of field QA/QC is to verify that the distresses measured via images in the office align with what actually exists in the pavement. Transmap will select random samples to verify, while also focusing on roads that exhibit notable deviations from segment to segment. After the field QA/QC, Transmap updates the samples with any changes found in the field and re-loads MicroPAVER to produce the final PCI values for each roadway segment. Transmap follows ASTM D6433 methods of measuring distress data. Both the office and field QA/QC are designed to check for any inconsistencies with the analyzed samples.

Task 1e - MicroPAVER Load

Transmap has written scripts for automated loading of the City's centerline file and distress data into MicroPAVER. Transmap loads MicroPAVER twice during the project. Once the initial pavement analysis is complete, Transmap will run results through MicroPAVER to establish a raw Pavement Condition Index (PCI). Transmap can deliver the raw PCI values but does not recommend using these results for final budgets. After the initial load, Transmap will perform our field verification walkout. After the walkout, distress data may be updated and re-run through MicroPAVER to establish a final PCI for delivery. The second time will be after the walkout is completed and after all of the ride quality and rutting data has been processed.

Task 1f - GIS Integration

After the final PCI data is created, Transmap will integrate the PCI data with the City's centerline file. Transmap will also be linking the pavement distress data to the City's centerline when we create the network. The distress data will be part of a polygon geodatabase that will be delivered to the City.

Task 1g - Pavement Boot Camp

The boot camp is customized for every client and is designed as a half-day, fact-finding meetings on-site with the client. The boot camp gives the client and Transmap an understanding about which pavement reports the client needs and which legacy data Transmap needs to collect to achieve these reports.

Transmap has successfully managed boot camps for many customers. This process is considered necessary in establishing a proper PMS project from the beginning. During the boot camp, we will review any current maintenance and rehabilitation (M&R) practices that the City is using. The main focus will be to gather information on M&R practices and pricing. Transmap will suggest some preventative treatments that might best fit the project area and will use this information to gather regional cost data for the alternative methods of pavement practices. The boot camp will be the foundation for the reporting task.

The following list represents examples of which information Transmap will discuss in the boot camp:

- **Functional class** - The class or group of roads that the road belongs to. MicroPAVER uses the following classes: Principal, Arterial, Collector, Industrial, Residential, Primary, Secondary, and Tertiary
- **Traffic count data**
- **Budgets** - Current pavement rehabilitation budgets
- **Material costs** - Typical cost of materials for rehabilitation
- **M&R practices** - Types of rehabilitation or reconstruction practices the City is performing. Some examples are: Microsurfacing, Cape Seals, Slurry Seals, Hot-In-Place Recycling, etc.
- **ArcGIS Online site** - Transmap media site. Transmap will host the geodatabase data in the cloud. The site is created to assist in the tracking of the project deliverables
- **Overall digital centerline file** - We will review the final centerline file that was provided by the

City

- **Construction dates** - Approximate or actual major M&R dates per roadway segment
- **Family grouping** - Information on how the City wants roads to be grouped in order to have the correct deterioration model for each family

Task 1h - Pavement Reporting

Reports should not only be words on paper. They should include large maps with multiple colors that depict different scenarios. It is this style that has supported many Transmap customers when requesting budgets that can achieve the standard level of M&R required by their constituents.

Transmap will have an understanding of which reports the City needs from the boot camp. Transmap will need information on maintenance and rehabilitation activities. This information, along with construction dates, will be loaded into MicroPAVER to help produce candidate maps that will predict what future PCI results will look like in a "do nothing" scenario. These reports will allow the City to see how creating logical candidate lists and maps will help in evaluating treatments based on PCI and deterioration models instead of windshield studies or resident phone calls.

Transmap has the ability to link the MicroPAVER data to the digital centerline file to produce maps of various maintenance scenarios. For example, PCI maps can be broken out based on roadway classification to evaluate how traffic count affects PCI value. Once all maintenance practices and costs have been determined, Transmap can start building reports over time based on how long certain treatments extend the life of the pavement. Transmap prefers to have different reporting styles and will not simply produce standard text reports. All reporting data will be integrated to the centerline file to produce plots for City review. Standard delivery for reporting is listed below:

- Overall project report (summary of findings)
- Branch condition report
- Section condition report
- Distress report
- PCI maps
- Rutting maps
- IRI maps
- M&R recommended 5 year work plan (based on current budget and recommended budget)
- Recommended treatments for each segment
- Maps and spreadsheets of 5 year work plan

Task 1i - MicroPAVER Software

APWA has released the newest version of MicroPAVER 7.x. Transmap will purchase one MicroPAVER software license for the City. The license will be in the name of the City. Each license comes with two desktop installations and a year of support from APWA. Transmap will purchase the newest version of MicroPAVER available at the time of purchase.

Task 1j - MicroPAVER Training

Transmap will provide up to 5 City employees with a 2-day, on-site training of MicroPAVER 1. This training will cover the basic MicroPAVER functions of the advanced reporting solutions within MicroPAVER. The training will be performed on the City's actual data that is collected during the project. MicroPAVER 1 training will occur after the project data has been loaded into MicroPAVER.

The City will supply a computer for each trainee and the room where the training will take place. Transmap will install MicroPAVER on each computer and refresh the databases as necessary. The class will cover:

1. Overview of Paver - Selection tools and dropdowns
2. Inventory - Network, surface type, user defined fields
3. Work Tracking - History, construction dates
4. PCI Field Inspection/Data Entry
5. Standard Paver Reports
6. Prediction Modeling
7. Condition Analysis
8. System Tables
9. Work Planning

Task 1k - Project Management: Pavement

Transmap will create project management reports, project milestones, project goals, and keep the City informed on the progress of the project. Transmap will also provide monthly status reports and maps. Most project management will be done remotely except for the kick off meeting. Transmap will utilize the web, email, and voice for most project management tasks. The Project Managers are responsible for the allocation of staff for a timely completion of the project and report to the Account Manager and Project Principal on the status of the project.

Task 1l- ArcGIS Online Viewer (Media Hosting)

Once the image collection process is complete and all data is processed, Transmap will post all images on our ArcGIS Online web-based image viewer. This viewer allows the City to log on to a web page and view the basemap, orthophotography, image locations, pavement sample data, and all extracted assets from the project. Transmap uses this site to allow the City to see the progress of the project. Transmap will host the image links (media) for up to six months after completion of the project. The City will be responsible for having the space necessary to load the Transmap media on their servers. Transmap can assist the City in setting up the media on their servers.

Deliverables

1a/2a - ON-SIGHT Data Collection	Transmap will deliver the van image, which is a geodatabase of the vehicle path with an image link, to the Transmap media site. A drive-coded geodatabase of the centerline file is also included. Transmap will deliver all images and LiDAR data on an internal SATA hard drive. A download cable (USB to SATA) can be provided.
1b - Advanced Inspections: IRI/Rutting	The data acquired from the LCMS will be processed and the rutting data will be loaded into MicroPAVER. The following maps will be delivered to the City: Average section IRI and rutting. The final pavement centerline that is delivered to the City will have average IRI and rutting per segment. Standard pavement images will also be delivered as part of the media viewer.
1c - Network Setup and Review	Transmap will deliver a pavement centerline with the network information as attributes. This data will also reside in MicroPAVER.
1d - Pavement Inspection	Transmap will deliver a geodatabase of the polygon inspection areas with analyzed distress data as attributes.
1e - MicroPAVER Load	Transmap will load the network and all distress data into MicroPAVER.
1f - GIS Integration	Pavement centerline will be delivered with network and PCI values.
1g - Pavement Boot Camp	Transmap will be on-site at the City for the boot camp. We will prepare an agenda and a meeting recap will be delivered to the City.
1h - Pavement Reporting	Transmap will post all reporting in the cloud so the City can review. After the City reviews, Transmap will print the official report and supporting maps for delivery.
1i - MicroPAVER Software	Transmap will purchase one individual license from APWA. The license comes with 2 installations.
1j - MicroPAVER Training	Training will be performed on-site at the City. Each participant will receive a training manual (up to 5 City participants).
1k - Project Management	Transmap will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.
1l - ArcGIS Online Viewer	Transmap will create a web link for the City to view images and data on ArcGIS Online. This can be viewed from multiple users but not edited.

Task 4 - Asset Extraction

Task 4a - Point and Linear Assets

The following table represents the point and linear assets that will be extracted on the 273 centerline miles of roads within the project area, using our ON-SIGHT imagery and ground-based LiDAR. The assets will be based on XY coordinates and will be delivered in an Esri geodatabase, XY coordinates will be in State Plane Coordinate System, US survey feet. Standard attribute data will be collected for each asset. Linear assets are measured by a 'Start' and 'Stop' XY coordinate where the actual asset starts and stops.

Asset	Attributes
Point Asset - Storm Drains (Drop/Curb Inlets)	Street name, unique ID, unique ID (street centerline)
Point Asset - ADA Ramp	Street name, unique ID, unique ID (street centerline), truncated dome (yes, no), color
Linear Asset - Sidewalk	Street name, unique ID, unique ID (street centerline), type (concrete, paver, none), width, none

Asset QA/QC

Point and linear assets are collected using photogrammetry and GPS recorded by the mobile mapping vehicle. To ensure spatial accuracy when extracting X,Y coordinates, the raw GPS is processed in cross-reference to a known, static, GPS station. The processing of the GPS assures that ninety percent of the derived horizontal coordinates within 35 feet from the imaging vehicle will fall within 1 meter of the known reference coordinates. Linear objects (sidewalks) are measured as start and end X,Y locations. Through our GIS integration, the lines are then drawn to best match the orientation of the linear object with the City's orthophotography.

Transmap's standard QA/QC process for all asset data begins with a thorough analysis of spatial accuracy. All road names and associated attribute fields are examined for accuracy and completeness. Coded attribute domains ensure data integrity by constraining inputs to values that are valid for that particular field. These domain values are defaulted to Transmap's standard unless instructed otherwise. Linear linework will be spatially corrected to the City orthophotography. During this process, Transmap will make sure that all measured linework (sidewalks, etc.) follow the ON-SIGHT images and the City's orthophotography.

Task 4b - GIS Integration

Transmap will ensure that all collected asset attribute data is formatted in an Esri geodatabase. The attribute data will have the intelligent information that is currently on the City's GIS centerline file (street name, street ID).

Task 4c - Project Management: Assets

Transmap will create project management reports, project milestones, project goals, and keep the City informed on the progress of the project. Transmap will also provide monthly status reports and maps. Most project management will be done remotely except for the kick off meeting. Transmap will utilize the web, email, and voice for most project management tasks. The Project Managers are responsible for the allocation of staff for a timely completion of the project. They will report to the Account Manager and Project Principal on the status of the project.

Deliverables

4a - Point and Linear Assets	All assets will be delivered in an Esri geodatabase.
4b - GIS Integration	All extracted point and linear data will have GIS data from the City centerline file integrated (street name, street ID).
4c - Project Management Assets	Transmap will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.

Conclusion

Transmap is excited to have been selected to provide professional services to the City of Pompano Beach. We are confident that we can provide the tools necessary for the City to make intelligent decisions regarding its pavement and asset life cycles. Transmap helps communities turn data into knowledge. With this knowledge, the City will be able to produce budget scenarios, work orders, maps, and many other management strategies necessary to improve overall efficiency.

**City of Pompano Beach, FL
Pavement Management Pricing**

1) Pavement Management

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all roadways (ROW) with dedicated ROW cameras and ground-based LiDAR (100% roadway coverage). Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - also driven in both directions	273	\$92.99	\$25,386.27
1b	Advanced Inspection Processing - Profilometer (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer and will process all rutting and ride collected data.	1	\$2,995.00	\$2,995.00
1c	Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER. This includes any existing data from the City that needs to be incorporated into the pavement management system.	10	\$99.00	\$990.00
1d	Pavement Inspection (units = samples)	Detailed surface distress analysis using Transmap's Pavement 2.0 approach. Transmap uses ASTM D6433 compliant methods - Vehicle automated collection using a combination of lasers, 2D/3D images and field walkout, average pavement width of segment inuded (price includes field verification)	5,053	\$5.69	\$28,751.57
1e	MicroPAVER Load (units = lump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts	1	\$1,000.00	\$1,000.00
1f	GIS Integration (units = hours)	Transmap will link all PCI data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	12	\$99.00	\$1,188.00
1g	Pavement Management Practices Definition "Boot Camp" (price is per day)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.)	2	\$1,750.00	\$3,500.00
1h	Pavement Reporting (units = hours)	Transmap will put together tabular and GIS map data to support traditional/preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity.	44	\$125.00	\$5,500.00
1i	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations	1	\$1,005.00	\$1,005.00
1j	On-Site MicroPAVER Training (units = days) Expenses included	Transmap will provide on-site training for up to five City personnel on MicroPAVER 1 training.	2	\$2,800.00	\$5,600.00
1k	Transmap Project Management Pavement (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	101	\$99.00	\$9,999.00
1l	ArcGIS Server Web-Based Image Viewer (free access for 6 months after project completion)	Transmap will set up the City to view all collected images in a web hosted environment. PCI results, Sample locations, Distress data, Orthophotography and GIS basemap layer will be posted in ArcGIS Online.	0	\$875.00	
<i>Subtotal</i>					\$85,914.84

2) Pavement Management Program Alleys

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Alleys will be driven in one direction with dedicated pavement system and ground-based LiDAR (100% roadway coverage). Transmap will utilize our 4K Laser Crack Measurement System (LCMS).	10	\$92.99	\$929.90
<i>Subtotal</i>					\$929.90
<i>Pavement Subtotal</i>					\$86,844.74
<i>Discount if contract signed by July 21, 2015</i>					\$3,295.00
Pavement Total					\$83,549.74

**City of Pompano Beach, FL
Asset Extraction**

4) Assets

	Description	Comments	Transmap Units	Transmap Price	Total
4a	Requested Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract all storm drains, sidewalks/ADA ramps, and guard rails - At a minimum the standard attributes will include; street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	273	\$82.00	\$22,386.00
	Best and Final Discount (units = centerline miles)		273	\$14.00	-\$3,822.00
4b	GIS Integration (units = hours)	Transmap will link all asset data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	16	\$99.00	\$1,584.00
4c	Transmap Project Management Assets (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	33	\$99.00	\$3,267.00
<i>Subtotal</i>					\$23,415.00

Pompano Beach, FL
Additional Value

Task	Description	Comments	Transmap Units	Transmap Price	Total
Optional Assets					
	*Linear Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract the of location ditches, pavement striping, curbs, gutters, guiderails, shoulders, etc on all roads in the project area through our HD images.	273	\$35-\$125	
	*Point Utility Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all utility assets into a logical extraction pass (drop inlets, curb inlets, manholes, culverts, bridges, light poles, fire hydrants, water valves, etc.)	273	\$25-\$75	
	*Point Traffic Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all traffic assets into a logical extraction pass (signs and posts, pavement markings, signals and poles, ADA ramps, bridges, sidewalk failure locations, etc.)	273	\$45-\$110	
Additional Value					
	Advanced Inspection Processing - 4K LCMS (units = lump sum)	Transmap uses a 4K Laser Crack Measurement System (LCMS) that has a 2D and 3D output for surface cracking. Transmap will deliver 2D and 3D models of surface cracking	1	\$11,995.00	\$11,995.00
	Additional Transmap Project Management (units = hours)	If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	1	\$99.00	
	Per Asset Pricing (units = per asset)	Transmap can extract any additional assets at a per asset cost	1	\$1.79	
	Nighttime MUTCD Sign Collection (units = hours)	Nighttime Assessment (Good, Replace)	1	\$99.00	
	GIS Integration (units = hours)	If any other GIS work is needed, the hours can be purchased.	1	\$99.00	
	Implementation Services Estimates	JumpStart Configuration and Training for Cityworks Server AMS: cost for professional services and training for the system. Estimate only, final scope of work and cost TBD.		\$25,000.00	

* Package rates may vary based on the amount of attribution the City wants. Transmap can extract any ROW feature and package them together to establish a discounted per mile rate. Transmap uses photogrammetry and ground-based LIDAR to extract assets

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TRANSMAP CORPORATION	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>*Applies to accounts maintained outside the U.S.</small>	
	5 Address (number, street, and apt. or suite no.) 3366 RIVERSIDE DRIVE, SUITE 103	Requester's name and address (optional)
	6 City, state, and ZIP code UPPER ARLINGTON, OHIO 43221	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;">3</td> <td style="width: 12.5%; border: 1px solid black;">1</td> <td style="width: 12.5%; border: 1px solid black;">-</td> <td style="width: 12.5%; border: 1px solid black;">1</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">1</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">2</td> <td style="width: 12.5%; border: 1px solid black;">1</td> <td style="width: 12.5%; border: 1px solid black;">4</td> </tr> </table>	3	1	-	1	4	1	4	2	1	4
3	1	-	1	4	1	4	2	1	4	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/7/15
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B



April 6, 2015

Mr. Craig Schorling
Transmap Corporation
3366 Riverside Dr., Suite 103
Upper Arlington, OH 43221

REFERENCE: RFP 15-D-005, Comprehensive Pavement Management Program

Dear Mr. Schorling:

Enclosed is a fully executed agreement between the City and your company for Comprehensive Pavement Management Program. This document should be retained for your records. This agreement commences from April 1, 2015 and terminates on March 18, 2017.

If you have any questions, please do not hesitate to contact Purchasing Agent Gail Dixon in this office.

Very truly yours,


Angelo Salomone
Purchasing Administrator

AS:mlm

Encl.

COMPREHENSIVE PAVEMENT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April, 2015, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

TRANSMAP CORPORATION
3366 Riverside Drive, Suite 103
Upper Arlington, Ohio 43221
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on September 24, 2014, the CITY issued a Request for Proposal Number 15-D-005 for comprehensive pavement management program services (hereinafter "RFP"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the RFP, incorporated herein by reference; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. PURPOSE

The CITY hereby retains the CONTRACTOR to provide comprehensive pavement management services.

Section 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, the CITY hereby retains CONTRACTOR to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "A".

Section 4. RESPONSIBILITIES OF CITY

CITY shall:

- A. Provide information, data, decisions and any and all requested materials.
- B. Assist CONTRACTOR with the preparation of any and all projects when such relates to CITY's responsibilities.
- C. CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

Section 5. COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR the sum of Seventy Five Thousand Five Hundred Fifty Nine and 71/100 Dollars (\$75,559.71) for the services designated in the RFP. If additional services are requested, CITY agrees to pay CONTRACTOR the negotiated amount(s), however, such amount(s), when added to the original payment amount, shall not exceed One Hundred Thousand and xx/100 Dollars (\$100,000.00).

5.02 All payments for services shall be in accordance with the cost as designated in the Compensation Schedule, attached hereto and incorporated herein as Exhibit "B", and invoiced by CONTRACTOR monthly.

Section 6. TERM OF AGREEMENT

This Agreement will commence upon approval by the City Commission and terminate on March 18, 2017, unless otherwise terminated pursuant to Section 7 of this Agreement.

Section 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 **PATENT AND COPYRIGHT INDEMNIFICATION:** CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

Section 9. INSURANCE

9.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 of the Agreement.

9.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be

purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

9.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

9.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

9.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

9.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

9.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

9.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

9.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

9.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Section 10. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

Section 11. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Section 12. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

Section 13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

Section 14. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

Section 15. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 16. CONFLICT OF INTEREST

16.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the

performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

16.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

16.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 17. WARRANTIES

17.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

17.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

17.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

17.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

17.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

17.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 18. ASSIGNMENT

18.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

18.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

Section 19. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 21. RECORDS AND AUDIT

21.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

21.02 CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder.

21.03 CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four (24) hours' notice by the CITY.

21.04 CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the same service being rendered within this Agreement.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONTRACTOR upon termination of this Agreement. Further, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the then current CITY computer systems.

(5) CONTRACTOR understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation of this section shall be a material breach and this Agreement may be terminated by CITY without any penalty.

(6) Prior to termination, CITY shall give written notice to CONTRACTOR that CONTRACTOR is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

(7) Notwithstanding any other provisions in this Agreement to the contrary, CONTRACTOR shall be liable for any and all damages, including but not limited to, consequential and incidental damages that may arise out of breach of this section of the Agreement.

Section 22. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 23. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 24. ATTORNEY'S FEES AND COSTS

24.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

24.02 In the event that the CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

Section 25. GOVERNING LAW; VENUE

25.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

25.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 26. CONSTRUCTION OF AGREEMENT

26.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

26.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

Section 27. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in the RFP, the terms of this Agreement shall control.

Section 29. NOTICES

29.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1102
Fax: (954) 344-1186

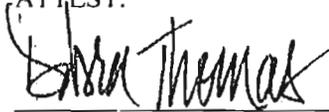
COPY TO: Richard Michaud, Director of Public Works
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Tel: (954) 344-1166

CONTRACTOR: Howard Luxhoj, President
Transmap Corporation
3366 Riverside Drive, Suite #103
Upper Arlington, Ohio 43221
Tel: (614) 481-6799

29.02 Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

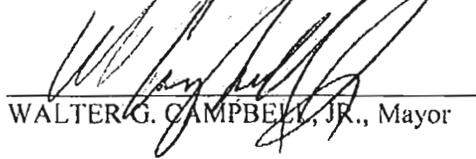
IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND TRANSMAP CORPORATION have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



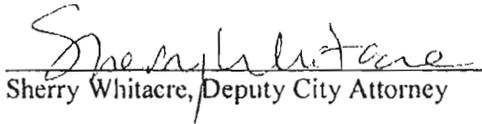
DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



WALTER G. CAMPBELL, JR., Mayor

APPROVED AS TO FORM:


Sherry Whitacre, Deputy City Attorney

CONTRACTOR: TRANSMAP CORPORATION

By: [Signature]
Title: _____

Print Name: HOWARD LUXHOJ, PE
Date: _____

State of Ohio
County of Franklin

On this, the 13th day of March, 2015, before me, the undersigned Notary Public of the State of Ohio, the foregoing instrument was acknowledged by Howard Luxhoj, PE (name) President and CEO (title) of Transmap (corporation), a Ohio (state) corporation, on behalf of the corporation. Corporation

WITNESS my hand
and official seal

[Signature]
Notary Public, State of Ohio

Colleen Collins
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)



Colleen Collins
Notary Public, State of Ohio
My Commission Expires 09-29-2018



CERTIFICATE OF LIABILITY INSURANCE

TRANS-4 OP ID: KP

DATE (MM/DD/YYYY)
03/16/2015

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

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

PRODUCER Andres, O'Neil & Lowe- Bryan 227 North Lynn Street Bryan, OH 43506 Russ Davies, CPIA	CONTACT NAME: Russ Davies, CPIA PHONE (A/C, No, Ext): 419-636-5050 FAX (A/C, No): 419-636-0132 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B :</td> <td>Landmark American Ins Co</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Cincinnati Insurance Company	10677	INSURER B :	Landmark American Ins Co		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED TRANSMAP Corporation TRANSMAP Engineering LLC 3366 Riverside Dr Ste 103 Upper Arlington, OH 43221-1734																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp Liab 1M/1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ENP0008067	02/03/2013	02/03/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ENP0008067 EMPLOYERS LIABILITY	02/03/2013	02/03/2016	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
B	Professional Liab			LHR747768	10/31/2014	10/31/2015	Occur 1,000,000 Agg 2,000,000								

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

City of Coral Springs, Florida is named as additional insured in respects to the General Liability, per form GA233 and is on a primary and non-contributory basis with Waiver of Subrogation.

CERTIFICATE HOLDER**CANCELLATION**

CITCOR1 City of Coral Springs, Florida A Municipal Corporation 9551 West Sample Road Coral Springs, FL 33065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Barrie A. Batten</i>
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1) Pavement Management Program Roads

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all roadways (ROW) with dedicated ROW cameras and ground-based LIDAR (100% roadway coverage). Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - also driven in both directions	223	\$92.99	\$20,736.77
1b	Advanced Inspection Processing - Profilometer (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer and will process all rutting and ride collected data.	1	\$2,995.00	\$2,995.00
1c	Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER. This includes any existing data from the County that needs to be incorporated into the pavement management system.	10	\$99.00	\$990.00
1d	Pavement Inspection (units = samples)	Detailed surface distress analysis using Transmap's Pavement 2.0 approach. Transmap uses ASTM D6433 compliant methods - Vehicle automated collection using a combination of lasers, 2D/3D images and field walkout, average pavement width of segment inuded (price includes field verification)	3,130	\$5.69	\$17,809.70
1e	MicroPAVER Load (units = lump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts	1	\$1,000.00	\$1,000.00
1f	GIS Integration (units = hours)	Transmap will link all PCI data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	12	\$99.00	\$1,188.00
1g	Pavement Management Practices Definition "Boot Camp" (price is per day)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.)	2	\$1,750.00	\$3,500.00
1h	Pavement Reporting (units = hours)	Transmap will put together tabular and GIS map data to support traditional/preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity.	44	\$125.00	\$5,500.00
1i	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations	1	\$1,005.00	\$1,005.00
1j	On-Site MicroPAVER Training (units = days) Expenses Included	Transmap will provide on-site training for up to five City personnel on MicroPAVER 1 training.	2	\$2,800.00	\$5,600.00
1k	Transmap Project Management Pavement (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	31	\$99.00	\$3,069.00
1l	ArcGIS Server Web-Based Image Viewer (free access for 6 months after project completion)	Transmap will set up the City to view all collected images in a web hosted environment. PCI results, Sample locations, Distress data, Orthophotography and GIS basemap layer will be posted in ArcGIS Online.	0	\$875.00	
<i>Subtotal</i>					\$63,393.47

2) Pavement Management Program Alleys

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles)	Alleys will be driven in one direction with dedicated pavement system and ground-based LIDAR (100% roadway coverage). Transmap will utilize our 4K Laser Crack Measurement System (LCMS).	6	\$92.99	\$557.94

<i>Subtotal</i>	\$557.94
<i>Pavement Subtotal</i>	\$63,951.41
<i>Best and Final Discount 5%</i>	-\$2,857.99
<i>Total Pavement Project</i>	\$61,093.42

* Discount of \$2,857.99 applied

Best and Final Assets Including County Sidewalks

4) Assets Including County Sidewalks

4a	Description	Comments	Transmap Units	Transmap Price	Total
4a	Requested Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract all storm drains, sidewalks/ADA ramps, traffic signs and guard rails - At a minimum the standard attributes will include; street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	237	\$92.00	\$21,804.00
	Best and Final Discount (units = centerline miles)		237	\$14.00	-\$3,318.00
4b	GIS Integration (units = hours)	Transmap will link all asset data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	16	\$99.00	\$1,584.00
4c	Transmap Project Management Assets (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	12	\$99.00	\$1,188.00
			<i>Subtotal</i>		\$21,258.00

*Discount of \$3,318.00 applied

Additional Asset/Pavement Options

Coral Springs, FL

Task	Description	Comments	Transmap Units	Transmap Price	Total
Optional Assets					
	*Linear Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract the location ditches, pavement striping, curbs, gutters, gulderails, shoulders, etc on all roads in the project area through our HD images.	230	\$35-\$125	
	*Point Utility Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all utility assets into a logical extraction pass (drop inlets, curb inlets, manholes, culverts, bridges, light poles, fire hydrants, water valves, etc.)	230	\$25-\$75	
	*Point Traffic Assets (units = centerline miles) Rates based on standard attributes	Transmap will package all traffic assets into a logical extraction pass (signs and posts, pavement markings, signals and poles, ADA ramps, bridges, sidewalk failure locations, etc.)	230	\$45-\$110	
Additional Value					
	Advanced Inspection Processing - 4K LCMS (units = lump sum)	Transmap uses a 4K Laser Crack Measurement System (LCMS) that has a 2D and 3D output for surface cracking. Transmap will deliver 2D and 3D models of surface cracking.	1	\$11,995.00	\$11,995.00
	Additional Transmap Project Management (units = hours)	If the city needs more hours based on the amount of assistance from Transmap, standard rates apply.	1	\$99.00	
	Per Asset Pricing (units = per asset)	Transmap can extract any additional assets at a per asset cost	1	\$1.79	
	Nighttime MUTCD Sign Collection (units = hours)	Nighttime Assessment (Good, Replace)	1	\$99.00	
	GIS Integration (units = hours)	If any other GIS work is needed, the hours can be purchased.	1	\$99.00	
	Implementation Services Estimates	JumpStart Configuration and Training for Cityworks Server AMS: cost for professional services and training for the system. Estimate only, final scope of work and cost TBD.		\$25,000.00	

* Package rates may vary based on the amount of attribution the City wants. Transmap can extract any ROW feature and package them together to establish a

**PROPOSERS
RFP 15-D-005
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM**

Data Transfer Solutions, LLC

3680 Avalon Park Blvd. E, Suite 200
Orlando, FL 32828
Contact: Allen Ibaugh
Phone: 407 382-5222
Fax: 407 382-5420
Email: aibaugh@dtsgis.com

Enterprise Information Solutions, Inc.

9002 Red Branch Rd.
Columbia, MD 21045
Contact: Andy Shaw
Phone: 410 884-7888
Fax: 410 884-7788
Email: sales@enterinfo.com

IMS Infrastructure Management Services, LLC

1775 Winnetka Circle
Rolling Meadows, IL 60008
Contact: Donald Hardt
Phone: 847 506-1500
Fax: 847 255-2938
Email: dhardt@ims-rst.com

Stantec Consulting Service, Inc.

21301 Powerline Road, Suite 311
Boca Raton, FL 33433
Phone: 561 487-3379
Fax: 561 487-3466
Email: jeff.crews@stantec.com

Transmap Corporation

3001 N. Rocky Point Dr. E, Suite 200
Tampa, FL 33607
Contact: Howard Luxhoj, PE
Phone: 614 886-4100
Fax: 614 481-4017
Email: hluxhoj@transmap.com



DATE: SEPTEMBER 24, 2014

RFP NO. 15-D-005

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, October 29, 2014. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Gail Dixon
Purchasing Agent II
(954) 344-1104

CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

I. STATEMENT OF THE WORK

Scope of Work:

The City of Coral Springs is requesting proposals from qualified, interested firms to conduct a Pavement Condition Survey and to develop a Pavement Management Program through provision of Pavement Management System (PMS) software. The 2014 PMS update will include a comprehensive survey and inventory of approximately 224 center line miles of City owned streets and roadway system and 6 miles of alleys. Services being requested include the preparation of reports to assist the City in maintaining and rehabilitating said streets and alleys. The City's current pavement management software, last implemented in 2003, is PavePRO Manager.

Attached please see Exhibit "A" which shows the resurfacing program (one inch asphalt overlay) undertaken by the City during the last ten years.

The interval of testing at the network level will be on a block-by-block basis. It is expected that the Contractor will conduct a surface condition survey using laser road surface testing technology or its approved equal, and the Contractor shall link block to block test sections for use in GIS. The Contractor shall conduct single direction testing on two lane streets and shall conduct two-direction testing on divided streets, arterials, and collectors. Surface condition survey shall be conducted continuously over the entire length of the test section and not be based on sample sections. The actual investigation should include the following:

1. A proposed schedule of work and the services to be provided by the Proposer.
2. An environmental survey that considers the effects of climatic conditions, site conditions, drainage, and other factors affecting pavement performance.
3. A continuous and objective automated surface condition survey that includes a crack survey, macro texture survey, rut depth measurement and roughness survey. Collected data shall be stored in an onboard computer for direct transfer into the pavement management software program. Equipment used shall provide a high degree of repeatability. Documentation of the accuracy and repeatability may be required.
4. Collection of dynamic deflection data using a Dynaflect technology. Deflection data should be analyzed via a multi-sensor approach so as to indicate overall condition, the condition of the base course and subgrade individually, plus the interaction between these two sections.
5. Analyze traffic data provided by the City in such a way that the pavement life expectancies can be determined.
6. Develop a fully integrated pavement management software program to operate on the City's Windows based network computer that includes the following pavement evaluation output:
 1. Pavement inventory

2. Pavement condition
3. Pavement improvement strategies
4. Cost benefit analysis
5. Priority listing

The pavement management software program should use the above data to develop twenty-year recommendations indicating the rehabilitation strategy, year of implementation, cost, and improved serviceability.

7. Provide road asset management system, to include such items as sidewalks or bike paths, curbs, gutters and other details. This shall be priced separately as the City retains the right to use this as an option feature.
8. Provide the City with the necessary training to operate the installed pavement management software program.
9. Make a presentation of the results of the pavement management program to designated City personnel if requested.

II. PROGRAM REQUIREMENTS

1. Perform an inventory and pavement condition rating survey of City owned streets and alleys within 120 days of Notice to Proceed. The street condition survey (laser based or similar technology) information to be collected shall at minimum include; surface type, surface condition, surface distress, roughness, ride quality, texture, and drainage properties. The work shall also include a current digital image of all City owned streets and roadways surveyed (standard rule of thumb is one photograph per residential street and approximately one photograph per mile for each City owned collector and arterial street. Single direction testing will be performed on two lane roads; two direction testing on divided streets and arterials and collectors with four or more lanes of traffic.
2. A pavement condition report, which identifies the present condition of the pavement and the projected future performance for the next twenty years. It shall identify the condition of the base and subgrade and identify the existing and potential causes of pavement failure. The overall pavement condition report shall fully integrate and incorporate into its analysis all of the following elements: (a) surface condition, (b) deflection information, (c) environmental information, and (d) traffic.
3. A pavement improvement report indicating the rehabilitation strategies necessary to achieve the desired level of serviceability. Rehabilitation strategies shall not be limited to only overlays. The report shall make provision for simultaneously analyzing the effectiveness of not less than nine strategies and shall have the capability of including recycling alternatives, and surface and base reconstruction.
4. A priority listing indicating the pavements in order of best-to-worst pavement condition. In addition, a priority listing combining both pavement condition and traffic to establish user-benefit.

5. The pavement distresses to be inspected will include but are not limited to: alligator cracking, bleeding, block cracking, bumps and sags, corrugation, depression, edge cracking, joint reflection cracking, lane/shoulder drop off, longitudinal and transverse cracking, patching and utility cuts, potholes, rutting, weathering and raveling.
6. Prior to and during data collection, the Consultant and key personnel shall take preventative measures to minimize any risk to its employees and the general public in performing this project. The firm shall provide its field crews with appropriate safety equipment including but not limited to reflective safety vests during surveys, and if necessary providing traffic control at consultant's expense.
7. Develop a formal data collection Quality Management Plan (QMP). The QMP shall address data quality control for data collection as well as quality acceptance by City staff.
8. Using the relevant information and data collection, the Consultant is expected to prepare all project documentation, including but not limited to the following reports:
9. The pavement management program shall be compatible with and capable of processing information gathered through both automated and manual methods. It must integrate with ESRI Arc GIS (10.1) and/or Export to ESRI shape file.
10. A pavement management software program shall be designed to generate graphics such as pie charts, bar charts and graphs from pavement management data. It shall be designed to display both individual pavement evaluation data as well as summary data.
11. The pavement management software program shall be designed to allow the user to compile and store construction related information and retrieve this information as selected by the user. It shall also be designed to allow the user to input the actual implementation of maintenance strategies, which will update the pavement management program and project the performance prior to retesting.
12. Provide the City with complete hands-on software and pavement inventory and condition assessment training so that City personnel may operate the system independently after implementation of the Pavement Management System. Facilitate up to three (3) training sessions (up to 4 hours per session) with City staff.
13. Pavement Management System (PMS) shall be incorporated as a "user-friendly" system. Consultant should work with the City to identify and procure system requirements needed to utilize this PMS software.
14. Provide a PMS capable of creating graphs and charts that will show the budgetary effects of postponing or cancelling scheduled maintenance.
15. Provide the City with recommended tools to become proficient at performing the required support of the PMS program in the future.
16. The PMS shall have the capability for City personnel to easily update the system when new data is gathered and new streets added.

19. The PMS shall allow expansion capabilities to include integration with future Geographic Information System (GIS) modules.
20. Provide the City a software warranty and post-implementation support in an Annual Maintenance Agreement.

Optional Tasks

Consultant should address the following optional tasks in the proposal. The City may include these tasks at its discretion.

Provide fully functioning expandable GIS software with itemized costs to survey and condition assessment on City owned parking lots (approximately 35), sidewalks and asphalt paths (approximately 95 miles), as well as curb and valley gutters. In addition, inventory the assets in public right of way including the number of traffic and street name signs (not signals), swale trees, medians, guardrails (120 locations), manholes (approximately, 3100) , valves (approximately, 2600) , hydrants (approximately, 1000), curb and valley gutters, storm drains (approximately, 6200), etc. Note manholes, valves, and hydrants would be limited to the City's water district, consisting of 11.5 sq. miles.

The Consultant and key personnel shall gather data of road surfaces to calculate the Roughness Index, and measure the pavement cross slope, curvature, cracks, longitudinal gradient, and rutting. Provide overall "scorecard" ranking neighborhoods in terms of greatest need for road rehabilitation.

Attend public meetings as requested by City Staff. Selected consultants will be expected to manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. The consultant shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the consultant's work (including sub consultant work if applicable). To insure the project remains on track, the following project management activities will be expected:

Progress reports – the consultant shall provide progress reports to the City's project manager at proposed regular intervals which shall include the following information:

- Status of work completed to date.
- Work anticipated to be completed in the next reporting period.
- Problems/Obstacles identified during the reporting period.
- Outstanding issues (items would remain on this list until resolved).

• Executive Summary

- System Report with the following: road name list, neighborhood list (see Exhibit C), block list, segment list, street condition report, and ranking of neighborhoods based on overall condition in \$1 million dollar budget increments. The City prefers to implement its road rehabilitation program on a neighborhood by neighborhood basis.
- Various planning and maintenance reports identifying the following: recommended treatment (routine maintenance, overlay, reconstruction, etc.) for each segment of street

and roadway. Using the treatment recommendation and current market material and labor costs, Consultant shall generate estimated costs for the maintenance and rehabilitation of the City streets/roadway system. Address the immediate and future effects of pavement management decisions. Utilizing survey information, City criteria, and projected budget, preparation of a ten-year work plan for the maintenance and rehabilitation of the City streets/roadway system.

III. PROPOSAL REQUIREMENTS

To facilitate the review and evaluation of the proposals, all proposals shall provide the following information:

A. Statement of Qualifications and Experience

Include a brief resume of your firm's background and expertise in the area of pavement evaluation and management programs. The resume shall also include names, special qualifications, and work assignments of your project staff; include any references to former clients for whom similar work has been performed.

B. Scope of Services

Describe in detail your perception of the work required, including refinements of the description and tasks outlined herein which you think are appropriate. Describe how your personnel, equipment and services will be utilized and estimate their time involved in various activities.

C. Time Schedule

Provide a detailed time schedule for all project activities. Include expected need for City provided services if required.

D. Information and Services to be Provided by the City

Prepare and submit a detailed listing of all information and services to be provided by the City. If City personnel are expected to participate in any portion of the field or office data collection, the proposal shall contain an estimate of the number of manhours of City personnel time that will be required to complete the task.

E. Compensation

The proposal should include the estimated cost per lane block or other measurable unit) for the work to be performed and a maximum cost which is anticipated for the entire project. The final cost and or unit prices for the services will be negotiated with the selected consultant.

F. Addenda, Additional Information

Any addenda or answers to written questions supplied by the City to Participating Offeror's become part of this Request for Proposal and the resulting contract. The Proposal form shall be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offerors which are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

1. Scope of Services Proposed

Clearly describe the scope of services proposed inclusive. Include details of your approach and work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Comprehensive Pavement Management will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar projects satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for completion of services in accordance with your technical proposal.

5. Proposal Copies

Submission of one (1) original, five (5) copies and one (1) electronic copy (CD or thumb drive) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Gail Dixon, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	40
Firm Qualifications	20
References	10
Price	30

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. This

contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	09/24/14
2. Opening of Proposals	10/29/14
3. Proposal Evaluations	10/30/14-11/12/14
4. Contract Negotiations	11/13/14-11/27/14
5. Award of Contract	12/17/14

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.

VII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO.: 15-D-005
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

4.1 The apparent silence of the Specifications as to any detail, or the apparent omission

from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.
- 4.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand that meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with his Proposal complete, descriptive literature and/or specifications. The Offeror should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Offeror fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Proposal standards.

5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals,

unit amounts shall govern.

6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coral Springs.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. CONFLICT OF INTEREST

9.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

10. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

10.1 The following is a summary of documents, which are to be submitted by the Offerors:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.

11. SUBMISSION OF PROPOSALS

- 11.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.
- 11.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 11.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "PROPOSAL FOR COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 11.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- 11.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

- 12.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

13. REJECTION OF PROPOSALS

- 13.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 13.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

14. AWARD OF CONTRACT

- 14.1 The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Offeror.
- 14.2 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

15. QUALIFICATIONS OF OFFERORS

- 15.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 15.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.
- 15.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

16. ENVIRONMENTAL REGULATIONS

- 16.1 City reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after

the Proposal opening date and during the time of performance of any contract awarded to offerors.

17. INSURANCE

17.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

17.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

17.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000 .
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;

(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

17.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

17.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

17.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

17.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

17.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

17.9 The Successful Offeror shall not commence work under the Contract until after he

has obtained all of the minimum insurance herein described.

- 17.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 17.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

18. INDEMNIFICATION

- 18.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
- 18.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.
- 18.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 18.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

19. RISK OF LOSS

- 19.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to

CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

20. CONTRACT TIME

- 20.1 The number of days within which the work is to be completed or goods are to be provided is to be determined consecutive calendar days from the date of the commencement of the Contract time.
- 20.2 By virtue of the submission of his Proposal, Offeror agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Offeror agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

21 WARRANTIES

- 21.1 Warranty of Performance: The Successful Offeror warrants that the goods shall meet the following performance requirements:
- 21.2 Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 21.3 Successful Offeror warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 21.4 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 21.5 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

22. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 22.1 During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure

that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

23. TAXES

23.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

24. PERMITS, FEES AND NOTICES

24.1 Successful Offeror shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

24.2 Successful Offeror shall use his best efforts to obtain all the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Purchasing Administrator without delay.

25. TERMINATION FOR CAUSE AND DEFAULT

25.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

26. TERMINATION FOR CONVENIENCE OF CITY

26.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to

any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

27. AUDIT RIGHTS

27.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

28. ASSIGNMENT

28.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

28.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

29. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

30. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

31. ADDENDUM

31.1 An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a Offeror is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the Offeror.

31.2 If a Offeror downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective Offeror's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective Offeror is provided to the prospective Offeror. It is the responsibility of the Offeror to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

**PROPOSAL FORM FOR COMPREHENXIVE PAVEMENT MANAGEMENT
PROGRAM
REQUEST FOR PROPOSAL NO. 15-D-005**

**SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

COMPREHENXIVE PAVEMENT MANAGEMENT PROGRAM

6. Offeror will complete the work as described in the RFP for the following price:
\$ _____
7. Offeror agrees that the work will be completed and ready for final payment within _ () calendar days from the date of Contract Commencement as specified in the Notice to Proceed.
8. *The undersigned Offeror will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required.* _____ Yes _____ No
9. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____

Addendum No. _____ Date _____
Addendum No. _____ Date _____

10. Offeror accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
11. The following documents are attached to and made as a condition to this Proposal:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) Proposal Security if required by the Special Conditions to the Instruction to Offerors.
 - (g) References
12. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.
13. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
14. The correct legal name of Offeror is: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Email Address.: _____
Social Security No. or Federal I.D. No.: _____
15. Communications concerning this Proposal shall be addressed to _____ at the following address:

Telephone No.: _____ Fax No.: _____
Email Address: _____
Submitted on _____, 201__.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day
of _____, 201__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____,
201__, by _____ who is personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201_.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201_, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Partnership
By: _____
Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__,
by _____ (Name), _____ (Title) of
_____ (Name of Company) who is personally known to me
or who has produced _____ as identification and who did (did not)
take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__,
by _____ (Name), _____ (Title) of
_____ (Name of Company) on behalf of the corporation,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with
law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT _____ (Name) The duly elected _____
_____ (Title of Officer) of _____ (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs
and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid,
Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its
own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the
foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall
be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting
from or growing out of honoring, the signature of any person so certified or for refusing to honor any
signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by
the corporation to do so in its behalf.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 201____, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
 (Purchasing Administrator)

ADDRESS: 9551 West Sample Road
 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

8. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. State the name and address of attorney, if any, for the business of the Offeror:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. State the name of Surety Company which will be providing the bonds if any bonds are required by the Instructions to Proposers, and name and address of agent:

16. Bank References:

<u>BANK</u>	<u>ADDRESS</u>
-------------	----------------

<hr/>	<hr/>
<hr/>	<hr/>
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17. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and any Subsidiary Compounds proposed for the contract.

(Use additional sheets if necessary)

18. List below the equipment, including type, year, and condition, that you propose for the contract.

(Use additional sheets if necessary)

19. Lawsuits (any_ pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

REFERENCES

In order to receive RFP Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

OFFEROR (COMPANY NAME): _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
NUMBER OF YEARS IN BUSINESS: _____ YEARS
ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

2. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

3. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

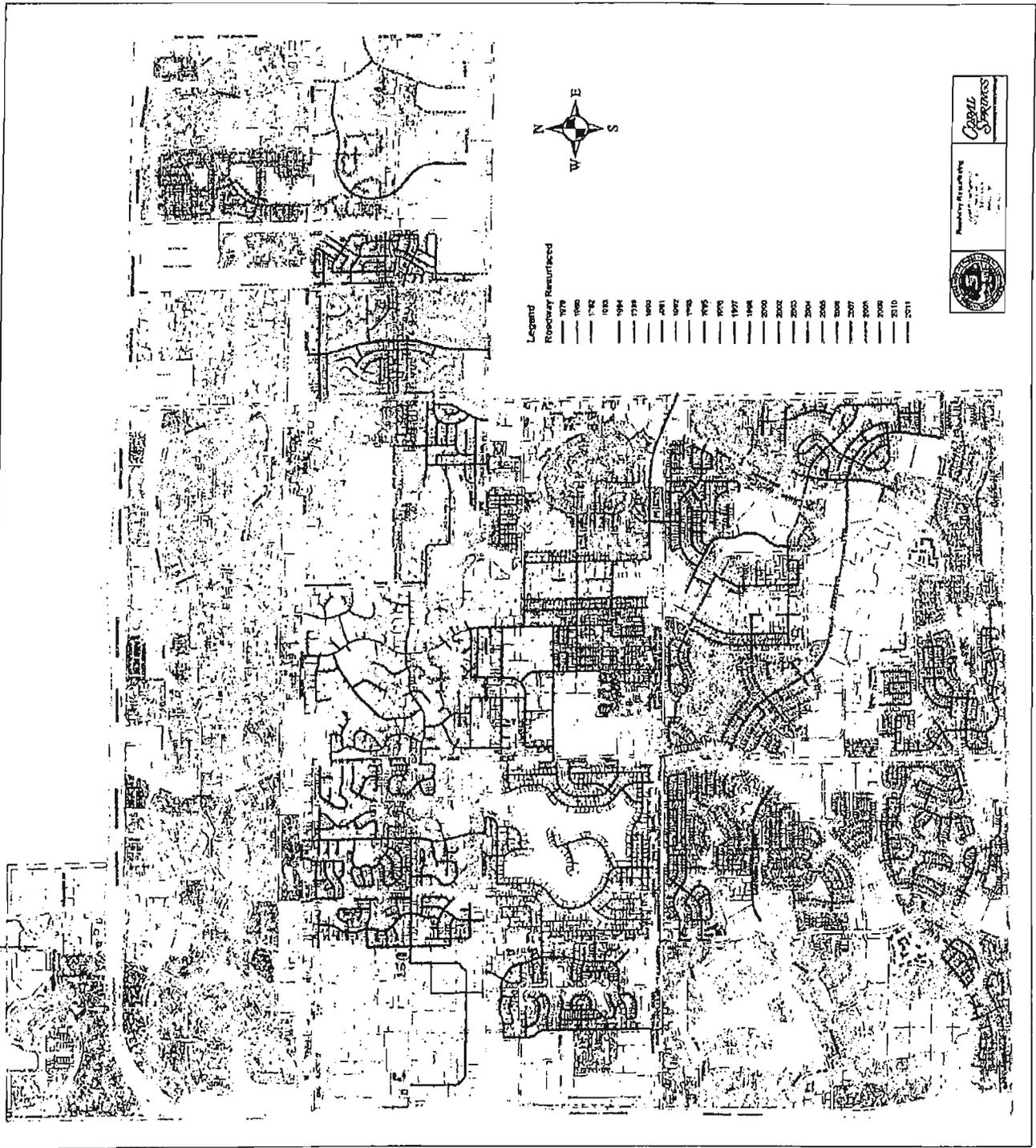
Please check one of the following if your firm is **NOT** a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

OFFERORS CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF OFFEROR



Legend
 Roadway Resurficed

- 1978
- 1981
- 1982
- 1983
- 1984
- 1988
- 1991
- 1992
- 1993
- 1994
- 1997
- 1998
- 2000
- 2002
- 2003
- 2004
- 2005
- 2006
- 2007
- 2008
- 2010
- 2011



Produced by the
 City of Dallas
 Department of Public Works
 Engineering Division

Capital
 Expenses



DATE: OCTOBER 24, 2014

RFP NO.: 15-D-005

ADDENDUM NO. 1
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

1. The bid opening date has been delayed until Wednesday, November 12, 2014.
2. Another addendum may be issued.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE NOVEMBER 12, 2014 AT 2:00 P.M.

Signature

Company

Date

Gail Dixon
Purchasing Agent II



DATE: November 4, 2014

RFP NO.: 15-D-005

ADDENDUM NO. 2
COMPREHENSIVE PAVEMENT MANAGEMENT PROGRAM

1. The bid opening date has been delayed until Wednesday, November 19, 2014.
2. On Page 3 of 9, ii. Program Requirements, #2 – Please delete the following sentence:
 2. A pavement condition report, which identifies the present condition of the pavement and the projected future performance for the next twenty years. ~~It shall identify the condition of the base and subgrade and identify the existing and potential causes of pavement failure.~~ The overall pavement condition report shall fully integrate and incorporate into its analysis all of the following elements: (a) surface condition, (b) deflection information, (c) environmental information, and (d) traffic.
3. On Page 5 of 9, please delete the following information from the paragraph below:

~~The Consultant and key personnel shall gather data of road surfaces to calculate the Roughness Index and measure the pavement cross slope, curvature, cracks, longitudinal gradient, and rutting. Provide overall "scorecard" ranking neighborhoods in terms of greatest need for road rehabilitation.~~

4. Below are vendor questions with clarification:

1. Can the City provide a road centerline file and/or pavement database, which provides functional class, number of lanes, and divided/undivided information to assist in the establishment of the actual number of required survey miles?

898 Lane Miles within City Jurisdiction

2. Does the City want a software with which to survey the assets themselves or do they want the proponent to conduct the survey and provide the data?

Contractor should conduct the physical survey, provide the data, with a software program that can be manipulated to run reports listing the streets for resurfacing based on annual funding.

3. Can the City elaborate on the price proposal requirement?

Prefer a price per lane mile.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE NOVEMBER 19, 2014 AT 2:00 P.M.

Signature

Company

Date

Gail Dixon
Purchasing Agent II

EXHIBIT C

(Insurance Requirements)

EXHIBIT C

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and minimum limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- XX explosion & collapse hazard
- ___ underground hazard
- XX products/completed operations hazard bodily injury and property damage combined
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent contractors personal injury
- XX personal injury
- ___ alcohol sales

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Minimum per Occurrence and Aggregate

- XX other than umbrella bodily injury and \$2,000,000 \$2,000,000
property damage
combined

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis	\$1,000,000	\$2,000,000

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per employee, One Million Dollars (\$1,000,000.00) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

TRANS-4

OP ID: VT

DATE (MM/DD/YYYY)

07/01/2015

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

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

PRODUCER Andres, O'Neil & Lowe- Bryan 227 North Lynn Street Bryan, OH 43506 Russ Davies, CPIA	CONTACT NAME: Russ Davies, CPIA PHONE (A/C, No, Ext): 419-636-5050 E-MAIL ADDRESS:	FAX (A/C, No): 419-636-0132
	INSURER(S) AFFORDING COVERAGE	
INSURED TRANSMAP Corporation TRANSMAP Engineering LLC 3366 Riverside Dr Ste 103 Upper Arlington, OH 43221-1734	INSURER A: Cincinnati Insurance Company	
	INSURER B: Landmark American Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

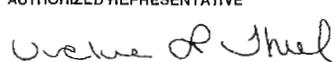
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp Liab 1M/1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ENP0008067	02/03/2013	02/03/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ENP0008067 EMPLOYERS LIABILITY	02/03/2013	02/03/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		LHR747768	10/31/2014	10/31/2015	Occur 1,000,000 Agg 2,000,000

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

Certificate holder is an additional insured per form GA233. 30 day notice of cancellation applies.

09/01/15
JFM

CERTIFICATE HOLDER**CANCELLATION**

CITPOM1 City of Pompano Beach PO Box 1300 Pompano Beach, FL 22061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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