

CITY OF PALM BAY
Addendum No.-1 to Agreement for City of Palm Bay Pavement Management System and Sidewalk Asset Assessment

This Addendum to Agreement is made and entered into this 20th day of April, 2017, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Transmap Corporation hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of October 10, 2016, whereby the contractor would perform certain services with respect to Pavement and Roadside Asset management; and

WHEREAS, the City and Contractor desire to amend the term of said Agreement by extending the term of Agreement.

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

- I. The extended term of Agreement shall be April 25, 2017 through December 31, 2017;

In all other respects and, except as specifically modified and amended, the Agreement dated, October 10, 2016, shall continue in full force and effect as written. The parties hereto execute this Addendum to become effective as of the date and year first above written.

CITY OF PALM BAY
120 Malabar Road SE

TRANSMAP CORPORATION

Bobbye Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer (CPO)

Bobbye Marsala
Signature / Date 4-20-17


By: Howard Luxhoj, PE
Name/Title President / CEO
[Signature] 4/20/17
Signature / Date



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: September 15, 2016 

RE: Pavement Management System and Sidewalk Asset Assessment – Road Program Project for FY 2016/17

Public Works is requesting funding for a Pavement Management System-road and sidewalk asset assessment out of the FY16/17 Road Program. The purpose of this assessment is to evaluate every road and sidewalk asset in the City, which would aide in the decision-making process of investing the funds in the most cost-effective manner; by addressing the right roads at the right time, with the right treatment. Public Works would like to utilize the City of Coral Springs Contract (15-D-005) as awarded to Transmap Corporation, Upper Arlington, Ohio, to conduct a comprehensive pavement management assessment. Utilizing this contract provides the Department with the opportunity to quickly move forward with evaluating the roads, in an effort to strategically allocate funding for the FY17 and FY18 road program funding.

In accordance with City Code of Ordinance 35.085 COOPERATIVE PURCHASING AND UTILIZATION OF OTHER AGENCY CONTRACTS; "The Purchasing Manager shall have the authority to join with other units of governments in cooperative purchasing ventures, or utilize other awarded governmental and not-for-profit bids or proposals for purchase of supplies or services when it is in the best interest of the city." These type contracts are competitively awarded and available for other agencies to use. Utilization of other agency contracts reduces administrative work load and expedites the procurement cycle which allows the departments to obtain the equipment or services that they need in a timelier manner. The City's formal Request for Proposal process is not required.

REQUESTING DEPARTMENTS:

Public Works Department, Finance Department and Purchasing Division

FISCAL IMPACT:

Estimated expenditures are projected to be in the amount of \$250,000 for FY 2016/17. Funding is coming from the Road Program general ledger account number 307-7090-541-6304, Project No. 17PW02.

RECOMMENDATION:

Motion to approve the utilization of the City of Coral Springs, Contract No.15-D-005; Comprehensive Pavement Management Program as awarded to Transmap Corporation, for the City of Palm Bay's FY 2016/17 Road Program road assessment on an "as needed" basis, and as more data becomes available.

Attachments: 1) City of Coral Springs Comprehensive Pavement Management Services Agreement
2) Coral Springs Council Approval Minutes
3) Transmap Corporation - Cost Proposals for the City of Palm Bay

JM/ab



CITY OF PALM BAY PROCUREMENT DEPARTMENT

PHONE: (321) 952-3424 FAX: (321) 952-3401

PURCHASE 10/25/16
ORDER NO. 170317

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TRANSMAP CORPORATION
3366 RIVERSIDE DRIVE
SUITE 103
UPPER ARLINGTON, OH 43221

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CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD SW
PALM BAY, FL 32908

VENDOR NO.		DATE NEEDED		ACCOUNT NO.		L.O.B. POINT			
14083		10/01/16		307-7090-541.31-08		PALM BAY, FL			
REQUISITION BY:		REQUISITION DATE		REQUISITION NO.		CONTRACT NO.		PROJECT NO.	
GORDON-TAYLOR/HILDRETH		09/30/16		60103				17PW03	
LINE NO.	QUANTITY/UM	ITEM DESCRIPTION				UNIT PRICE	TOTAL PRICE		
1	176163.75EA	PAVEMENT MANAGEMENT PROGRAM				1.0000	176163.75		
2	67518.00EA	ROADSIDE ASSETS				1.0000	67518.00		
						SUB-TOTAL	243681.75		
						TOTAL	243681.75		
REMARKS: CITY OF PALM BAY PAVEMENT AND ROAD ASSET MANAGEMENT F/Y-2017 PLEASE DISREGARD THE QUANTITY AND UNIT COSTS ON THE ABOVE PURCHASE ORDER, THEY ARE REVERSED DUE TO OUR SOFTWARE. THIS WILL ALLOW YOU TO BE PAID IN PARTIAL PAYMENTS.									

BILL TO:
CITY OF PALM BAY - ACCOUNTS PAYABLE
120 MALABAR ROAD SE
PALM BAY, FL 32907

APPROVED:
Bobbye Marsala
BOBBYE MARSALA, CPPO, CPPB, C.P.M.
CHIEF PROCUREMENT OFFICER

FEDERAL IDENTIFICATION NO. 59-6018984

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012646361C-4

1 - THIS CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
 2 - PURCHASE ORDER NUMBER AND COMPLETE "SHIP TO" ADDRESS MUST APPEAR ON INVOICE AND ALL SHIPPING LABELS.
 3 - ORDER SUBJECT TO TERMS AND CONDITIONS AS ON REVERSE OR ATTACHED.

**AGREEMENT FOR
PAVEMENT MANAGEMENT SYSTEM AND SIDEWALK ASSET ASSESSMENT**

THIS AGREEMENT, made this 10th day of, October 2016, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and Transmap Corporation, ~~Inc.~~ (FEI/EIN Number 31-1414214), 3366 Riverside Drive, Suite 103, Upper Arlington, Ohio 43221, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WHEREAS, the City desires to retain a contractor for a pavement management system road and sidewalk asset assessment by utilizing the Agreement dated April 1, 2015, as amended on (N/A), between Transmap Corporation, Inc., with the City of Coral Springs as expressed in the Request for Proposals #15-D-005 for Comprehensive Pavement Management Program Services, which was opened November 19, 2014; and,

WHEREAS, the Contractor, as the awarded Contractor for the City of Coral Springs contract, has expressed its willingness and capability to perform the necessary work to accomplish the Project;

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Quotation for the City of Palm Bay prepared by Contractor dated July 26, 2016 (Exhibit A).
- (ii) The Agency Specifications and Contract Documents prepared by the City of Coral Springs, RFP#15-D-005 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated Oct 10, 2016 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Quotation and the amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part of this agreement as though fully set forth herein. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. CONTRACT TIME

The contractor recognizes that time is of the essence. The work shall be completed and ready for final payment in accordance with this Agreement within one-hundred and eighty (180) calendar days after the date when the contract time commences to run as provided in the Notice to Proceed.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its quotation to the City, in the amount of Two Hundred Forty-three Thousand, Six Hundred Eighty-one Dollars and Seventy-five Cents (\$243,681.75) as specified in said quotation, and amendments, if any, the quotation and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "A" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS

A. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others

acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- (1) A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- (2) Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- (3) Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- (4) Any patent or copyright infringement by Contractor;
- (5) Any lien or other claim by contractor inconsistent with this Agreement;
- (6) Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health,

safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

In addition to all other legal remedies available to the City, City reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City.

E. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposals, the Contractor

warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

F. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City, shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to, acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VI - LIMITATION OF LIABILITY shall apply.

G. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor

shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect office financial damages, expenses, impacts or losses for extended corporate or office overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal label, concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

H. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **Commercial General Liability:** The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal

and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

b. **Automobile Liability Insurance:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

c. **Umbrella/ Excess Liability:** Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability.



d. **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

e. **Insurance Certificates:**

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as an additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

I. Acceptance

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

J. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

K. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. The Contractor shall maintain such books and records for a period of five (5) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

L. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

M. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

N. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

O. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

P. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

Q. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

R. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

S. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Howard Luxhoj, PE
 Transmap Corporation
 President
 3366 Riverside Drive Suite 103
 Upper Arlington OH 43221

To the City: Chief Procurement Officer
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay FL 32907

With a copy to: City Manager
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay FL 32907

T. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items

furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City

Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the City Manager.
- D. The Contractor shall procure all permits, licenses, and certificates, or federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. There are no third party beneficiaries intended to be bound by or to enforce this Agreement.
- I. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Approved By City Council On: September 15, 2016

ATTEST: [Signature]
Terese Jones, City Clerk

By: [Signature]
Gregg Lynk, City Manager

Transmap Corporation, ~~INC~~
By: [Signature]
Signature
Howard Luxhoj, PE - President/CEO
Name and Title
Transmap Corporation
Name of Company
3366 Riverside Drive, Ste. 103
Mailing Address
Upper Arlington, OH 43221
City, State, Zip
(614) 481-6799
Telephone Number

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 3rd day of October, 2016, by Howard Luxhoj, PE for Transmap Corporation
 Personally known to me.
Type of Identification Produced _____



SEAL
COLLEEN COLLINS
Notary Public, State of Ohio
My Commission Expires 09-29-2021

[Signature]
Signature of Notary
Colleen Collins
(Type or printed name) Notary Public



CERTIFICATE OF LIABILITY INSURANCE

TRANS-4

OP ID: VT

DATE (MM/DD/YYYY)

09/23/2016

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	FAX (A/C, No): 419-636-0132
	PHONE (A/C, No, Ext): 419-636-5050	E-MAIL ADDRESS:
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 :		

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			ENP0008067	02/03/2016	02/03/2019	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"/> Emp Liab 1M/1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ENP0008067	02/03/2016	02/03/2019	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	02/03/2016	02/03/2019	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			ENP0008067 EMPLOYERS LIABILITY	02/03/2016	02/03/2019	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	<input type="checkbox"/> Professional Liab			LHR747768	10/31/2015	10/31/2016	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.

CERTIFICATE HOLDER

CANCELLATION

PALPAL2

City of Palm Bay, Florida
120 Malabar Road SE
Palm Bay, FL 32907

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

Uwe R. Thiel

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September 30th, 2016

Attn.: Rob Uckotter
Transmap Corporation
3366 Riverside Drive Suite 103
Upper Arlington, OH 43221-1734

Re: Confirmation of coverage for Policy # 1145720 Transmap Corporation

Dear Employer:

This letter confirms Transmap Corporation has active Ohio workers' compensation coverage with BWC from July 1, 2016 to June 30, 2017. Coverage applies to the employer's Ohio employees for work-related claims occurring during this period.

Coverage extends to Ohio employees who incur claims while working temporarily outside of Ohio. We determine how long this out-of-state coverage applies on a case-by-case basis. It depends on factors indicating whether an employee's absence from Ohio continues to be temporary.

In some situations, we viewed coverage as applying to employees working outside of Ohio for a year or longer. In these cases, we believed sufficient connections to Ohio were present and circumstances showed their absence from the state was still temporary.

The above coverage does not apply to many employees of employers working outside the U.S. as contractors or subcontractors for the federal government. They usually must obtain coverage for work-related claims under the federal Defense Base Act. 42 U.S.C.A. §§1651-54. This federal coverage is exclusive and in place of all liability under the workers' compensation laws of any state (42 U.S.C.A. §1651(c)).

We recommend employers doing business outside Ohio to find out what coverage they may need to comply with the laws of other states. Log on to <https://www.ohiobwc.com/employer/services/OutOfStateJurisdiction.asp> to obtain a list of state and Canadian province regulators. It includes their Web address and phone numbers.

If you have any questions, please call John Best, underwriting consultant 614-752-4177.

Sincerely,



Sarah D. Morrison,
Administrator/CEO

September 26, 2016

Mr. Craig Schorling, GISP
Vice President
Transmap Corporation, Inc.
3001 N. Rocky Point Drive East, Suite 200
Tampa, FL 33607

Notice of Award: Pavement Management System and Sidewalk Asset Assessment

Dear Mr. Schorling

On September 15, 2016, the above referenced proposal was awarded to your company in full accordance with the terms, conditions and specifications as stipulated in the City of Coral Springs contract #15-D-005 and your quote to the City dated July 26, 2016.

Please sign this Notice of Award and return it and both signed copies of the Agreement to the City of Palm Bay Procurement Department, 120 Malabar Road, SE, Palm Bay, FL 32907.

A Purchase Order will be issued to authorize your company to proceed once we have received requested documents.

We appreciate your interest in the City of Palm Bay and look forward to future contact with your company.

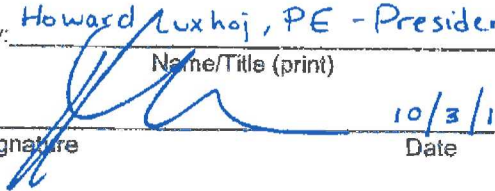
Sincerely,

CITY OF PALM BAY

Bobbye Marsala

Bobbye Marsala, CPPO, CPPB, C.P.M. FCPM, FCPA
Manager, Purchasing & Contracts Division

Transmap Corporation, Inc.

By: *Howard Luxhoj, PE - President/CEO*
Name/Title (print)

Signature
Date *10/3/16*

**City of Palm Bay, FL
Best and Final Pavement**

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	792	\$92.99	\$73,648.08
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 included (price includes field verification)	13,905	\$5.69	\$79,119.45
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 = day's) 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.	110	\$99.00	\$10,890.00
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	

Subtotal \$185,435.53

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).	0	\$92.99	\$0.00

Subtotal \$0.00

Pavement Subtotal \$185,435.53
Best and Final Discount 5% **-\$9,271.78**
Total Pavement Project \$176,163.75

- integrate w/ Cityworks
= pay for security
***Discount of \$9,271.78 applied**
keep 1 unit

** This pricing will be honored if the City is able to use the Coral Springs contract. If the City can't use this contract then pricing will be null and void

Table 1: Summary of Data

Table 1: Summary of Data

Item ID	Description	Quantity	Unit Price	Total Price	Notes
001001	Item 1	1	100.00	100.00	...
001002	Item 2	2	50.00	100.00	...
001003	Item 3	3	33.33	100.00	...
001004	Item 4	4	25.00	100.00	...
001005	Item 5	5	20.00	100.00	...
001006	Item 6	6	16.67	100.00	...
001007	Item 7	7	14.29	100.00	...
001008	Item 8	8	12.50	100.00	...
001009	Item 9	9	11.11	100.00	...
001010	Item 10	10	10.00	100.00	...

001011	Item 11	11	9.09	100.00	...
001012	Item 12	12	8.33	100.00	...
001013	Item 13	13	7.69	100.00	...
001014	Item 14	14	7.14	100.00	...
001015	Item 15	15	6.67	100.00	...

Additional notes and details regarding the data presented in the tables above.

Summary of the data and any relevant conclusions or observations.

**City of Palm Bay, FL
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 guardrails - At a minimum the standard attributes will include; street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	792	\$92.00	\$72,864.00
	Best and Final Discount (units = centerline miles)		792	\$14.00	-\$11,088.00
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.	42	\$99.00	\$4,158.00
			<i>Subtotal</i>		\$67,518.00

***Discount of \$11,088.00 applied**