

**COMPREHENSIVE PAVEMENT MANAGEMENT SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into the 17<sup>th</sup> 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 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. 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.

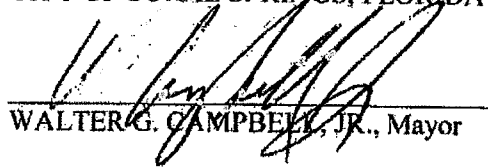
IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND TRANSMAP CORPORATION have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



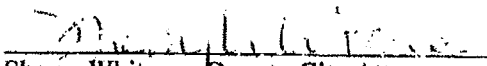
DEBRA THOMAS, CMC, City Clerk

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: Edward Luxhoj, PE  
Date: \_\_\_\_\_

State of Ohio  
County of Franklin

On this, the 13<sup>th</sup> day of March, 2015, before me, the undersigned Notary Public of the State of Ohio, the foregoing instrument was acknowledged by Edward 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

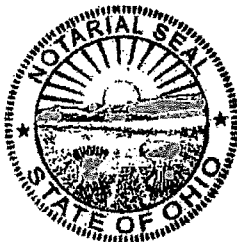
[Signature]  
Notary Public, State of Ohio

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 09-29-2016

<b>ACTION:</b>	Resolution 2015-009 was approved and adopted.
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

9. **Turtle Run Community Development District Declaration of Gift for Improvements:**

Request to accept the Declaration of Gift and authorize the appropriate City officials to execute the Acceptance of Gift (REQUEST TO ACCEPT, AUTHORIZE)

<b>ACTION:</b>	The Declaration of Gift was accepted.
<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

10. **Agreement, Comprehensive Pavement Management Program:**

Request to award contract for comprehensive pavement management program RFP #15-D-005 to **Transmap Corporation** of Upper Arlington, OH, in an amount not to exceed \$100,000.00. (REQUEST TO AWARD)

<b>ACTION:</b>	The contract was awarded.
<b>RESULT:</b>	<b>AWARDED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

11. **Security Guard Services:**

Request to award contract for security guard services, bid 15-C-041F, to **Gloval, Inc.** of Doral, FL, beginning May 4, 2015 through April 30, 2017. The estimated annual expenditure is \$59,000.00. (REQUEST TO AWARD)

<b>ACTION:</b>	The contract was awarded.
<b>RESULT:</b>	<b>AWARDED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

12. **Ratification, Memorandum of Understanding Fraternal Order of Police:**

Request to ratify the Memorandum of Understanding amending the Collective Bargaining Agreement between the City of Coral Springs and the Fraternal Order of Police, Lodge No. 87,

**City of Coral Springs  
City Commission Meeting Agenda Item**

Meeting: April 1, 2015  
Department: Financial Services  
Initiated By: Gail Dixon

**Summary Sheet**

DOC ID: 4347

**SUBJECT:** Comprehensive Pavement Management Program

**PLACEMENT:** Consent

**REQUESTED ACTION:** Request to award contract for Comprehensive Pavement Management Program RFP #15-D-005 to **Transmap Corporation** of upper Arlington, Ohio in an amount not to exceed \$100,000. (REQUEST TO AWARD)  
**(INCLUDE CONTRACT START/TERM DATES)**

**PROJECT REVIEWED BY OR INCLUDED IN:** CIP

**ATTACHMENTS:** #1 – List of Proposers  
#2 – Agreement

**BACKGROUND / DESCRIPTION:**

1. Using Department: Public Works
2. Justification for Award Recommendation:  
\_\_\_\_\_ Most responsive and responsible Bidder  
  X   Highest ranked Proposer  
\_\_\_\_\_ Other: \_\_\_\_\_
3. Is this item in the adopted budget?   X   Yes \_\_\_\_\_ No
4. Is this item in the CIP?   X   Yes \_\_\_\_\_ No
5. Insurance:   X   Approved  
\_\_\_\_\_ N/A
6. Additional Information:

Comprehensive Pavement Management Services entail a vendor providing equipment and labor to analyze City maintained streets with a laser equipped van. These resulting images are analyzed to determine the condition of the pavement. The lasers pick up condition issues such as cracking, rut depth measurement, and roughness of the roads. They also grade the roads as to overall condition. A software program analyzes the overall conditions of the roads including locations of issues that require attention. In addition an asset inventory will be taken of street signs, storm drains, guard rails, paved pathways, and sidewalks to aid in the number and location of each City asset.

A report is created utilizing the data and details the following information:

**City of Coral Springs  
Commission Meeting Agenda Item  
Summary Sheet  
Meeting: April 1, 2015**

**Subject: Comprehensive Pavement Management Program**

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- Pavement Inventory
- Pavement Condition
- Pavement Improvement Strategies
- Cost Benefit Analysis
- Priority Listing
- Asset Inventory (storm drains, guard rails, signs, ADA ramps, County sidewalks)
- Assist with budgeting for Capital Projects

An RFP (Request for Proposal) was prepared for the Comprehensive Pavement Management Program and a total of five proposals were received from the following firms:

- Data Transfer Solutions, LLC
- Enterprise Information Solutions, Inc
- IMS Infrastructure Management Services, LLC
- Stantec Consulting Service, Inc
- Transmap Corporation

The Evaluation Committee consisting of: Glen Gordon, Streets Superintendent, Matt Cusic, Public Works Lead Worker, Dmitriy Topolinskiy, Programmer/Analyst, and Gail Dixon, Purchasing Agent II reviewed the proposals and shortlisted the following proposers:

- Enterprise Information Solutions, Inc
- Stantec Consulting Service Inc
- Transmap Corporation

Presentations were held with the three vendors and the Evaluation Committee selected Transmap Corporation as the top ranked proposer for the following reasons:

- Transmap was the lowest price proposer
- Transmap is the only vendor that will drive all the City roads in both directions providing total coverage of all lanes
- Transmap records images at 13.1 foot intervals
- Transmap also provides Field Engineers on site to provide field verification
- Transmap is a strategic ESRI (Environmental Systems Research Institute) partner and is the only vehicle-based asset management company hired by ESRI to collect data ESRI is the premier GIS software utilized around the world
- Transmap utilizes MicroPAVER software which the City can purchase as needed



**City of Coral Springs  
Commission Meeting Agenda Item  
Summary Sheet  
Meeting: April 1, 2015**

**Subject: Comprehensive Pavement Management Program**

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The cost for these services is \$75,559.71. The contract allows a two year time frame to allow for additional services or information as needed, with an expenditure limit of \$100,000 over this period of time. Additional items that might be needed include a street tree inventory, the condition of curbing and pavement markings on County roads.

For the reasons stated above, the Evaluation Committee recommends the award for Comprehensive Pavement Management Program to Transmap Corporation.

Copies to:

R. Michaud, Director of Public Works  
C. Matthews, Director of Information Services  
M. Heller, Director of Financial Services  
S. Grant, Deputy City Manager  
S. Whitacre, Deputy City Attorney  
J. Hearn, City Attorney