

Agmt

RESOLUTION NO. 2019 - 1068

CAD/vm

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$749,950 BETWEEN THE CITY OF TAMPA AND MC SQUARED, INC., IN CONNECTION WITH CONTRACT 19-D-00041; PAVEMENT MANAGEMENT - DESIGN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected MC Squared, Inc. ("Consultant") to provide professional services in connection with Contract 19-D-00041; Pavement Management - Design, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Consultant to provide certain professional services; and

WHEREAS, it is in the best interest of the City of Tampa to enter into this Agreement.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Agreement between the City of Tampa and MC Squared, Inc. in connection with Contract; 19-D-00041; Pavement Management - Design as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. Approval of an agreement for professional services in the amount of \$749,950 in connection with the Street Resurfacing FY2018-FY2022 Project for use by the Transportation and Stormwater Services Department within the Local Option Gas Tax Capital Projects Fund.

Section 4. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON DEC 19 2019

ATTEST: *Shirley Fox-Kowles*
CITY CLERK/DEPUTY CITY CLERK

[Signature]
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S
JUSTIN VASKE
ASSISTANT CITY ATTORNEY

Y2019-38

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, [Year], which is the date Resolution No. [Reso No.] was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and MC Squared, Inc., a Florida incorporation authorized to do business in the State of Florida, (“FIRM”), the address of which is 5808-A Breckenridge Parkway, Tampa, Florida, 33610.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 19-D-00041; Pavement Management - Design (“PROJECT”) in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the FIRM to the CITY will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with acceptable architectural/consultant practices and ethical standards.

B. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

B. The FIRM’s services called for under this Agreement shall be completed provided that, if the FIRM’s services are delayed for reasons beyond the FIRM’s control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM’s services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the FIRM from the CITY for services rendered in connection with the preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the FIRM will furnish copies to the CITY upon request.

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the FIRM, are not intended for use in connection with any project or purpose other than the project and purpose for which such materials were prepared without prior written consent and adaptation by the FIRM shall be at the CITY’s sole risk, and the FIRM shall have no responsibility or liability therefor.

C. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials are prepared without prior written consent and adaptation by the FIRM shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability therefore.

V. COMPENSATION

The CITY shall compensate the FIRM for the services performed with this Agreement a lump sum (by task) of \$749,950 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoice.

VII. RECORDS

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD (if applicable), representatives of the Comptroller General of the United States or other federal agency may reasonably require. FIRM will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. FIRM shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The FIRM represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed for work under this Agreement. The FIRM further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the FIRM who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

In the event the PROJECT is suspended, cancelled or abandoned, the FIRM shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and FIRM and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

X. TERMINATION

A. Termination for Cause. In the event that the FIRM shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the FIRM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the FIRM is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the FIRM shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

B. Termination for Convenience. The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

The FIRM, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

XII. INTERESTS OF MEMBERS OF THE CITY

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the carrying out of the PROJECT to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

XIII. INTEREST OF THE FIRM

The FIRM covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of any contracted service hereunder. The FIRM further covenants that in the performance of this Agreement no person having such interest shall be employed.

The FIRM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FIRM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X of this Agreement and may require the return of all payments, if any, made to the FIRM from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the FIRM shall be disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the FIRM agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

C. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the FIRM shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. Truth-In-Negotiation Certification: The FIRM certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

The FIRM shall not assign or transfer any interest in this Agreement without consent from the CITY; provided, however, that the claim for money due or to become due the FIRM from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

XVI. EQUAL EMPLOYMENT

During the performance of this Agreement or any related Work Order, the FIRM shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. FIRM shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the FIRM, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. FIRM shall demonstrate good faith effort toward the utilization of City certified Women/ Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

C. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized **(Exhibit D)**.

D. At the time of the submission of invoices, the FIRM shall submit to the CITY a report **(Exhibit D)** of all subcontractors, subconsultants or suppliers utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

XVIII. CITY CODE OF ETHICS

In connection with this Agreement, the FIRM hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the FIRM acknowledges that if it fails to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the CITY and subject the FIRM to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

FIRM shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of FIRM and assistants of FIRM.

In no event and under no circumstances shall any provision of this Agreement make CITY or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to FIRM in connection with the Services the FIRM has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against FIRM; and there is no contractual relationship, either express or implied, between CITY or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to FIRM as a result of the provisions of the Services provided by FIRM hereunder or otherwise.

XX. SEVERABILITY

If any item or provision to this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XXI. CHOICE OF LAW

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

XXII. DESIGNATION OF FORUM

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

XXV. INDEMNIFICATION

The FIRM shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the Agreement.

XXVI. ESTOPPEL/WAIVER

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver.

The failure of the CITY to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than \$750,000 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Firm shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the City has notified the Firm of such non-compliance. Said reimbursement shall not preclude the City from taking any other action as provided herein.

If expenditure does not exceed \$750,000 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

A. Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

B. Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from FIRM by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent FIRM collects an individual's social security number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, FIRM shall follow the requirements of Florida's Public Records Law.

C. Access. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, FIRM agrees to comply with Florida's Public Records Law, including the following:

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;

2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) 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 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

The failure of FIRM to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the CITY; the CITY shall also have the option to withhold compensation due FIRM until records are received as provided herein.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

CONSULTANT:
MC Squared, Inc.

By: _____

Print Name: _____

Title: Pres Exec/Sr Vice Pres CEO Gen Partner
 Mgr (Mgr-Mgd LLC) Member (Member-Mgd LLC)
 Other (must attach proof of authority): _____

License no: _____
Use entity Ch 471/481/489 license no; use individual's only if applicable.

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk
[SEAL]

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Assistant City Attorney

Exhibit A - Scope of Work for 19-D-00041; Pavement Management RFQ

PROJECT DESCRIPTION

This project consists of Professional Engineering services for Pavement Management Program services for the City of Tampa Transportation and Stormwater Services Department (City) provided by **MC Squared, Inc. (Firm)**. Services will consist of providing: technical assistance for the City of Tampa's existing Pavement Management System (PMS); inventory and condition assessments of City owned and maintained paved roads; inventory and assessment of curb and shoulders; Geographic Information System (GIS); geotechnical; quality control; development of data collection tools; preparation of technical reports; assistance in revising the City's Transportation Technical Manual, Pavement Specifications, and Restoration Details; and hosting the City's Pavement Management database (Project).

SCOPE OF SERVICES

The following services will be provided by the **Firm** to the City:

1. Review City Existing PMS Database and Inventory

Review inventory, all previous inspections, maintenance and rehabilitation activities conducted by the City since the last Pavement Management System (PMS) update in the City's PAVER database. In addition, update PAVER database street segments and roadways with recent rehabilitation records as provided by the City, and update PAVER database street segments and roadways that have been added or removed from the City's Road Centerline database. Firm expects the City to provide the updated information to them within 10 business days of the NTP.

The PAVER Website defines PAVER as follows:

"PAVER™ is a Pavement Maintenance Management System that originally was developed in the late 1970s to help the Department of Defense (DOD) manage Maintenance and Rehabilitation (M&R) for its vast inventory of pavements. It uses inspection data and a pavement condition index (PCI™) rating from zero (failed) to 100 (excellent) for consistently describing a pavement's condition and for predicting its M&R needs many years into the future. The PCI™ for roads and parking lots became an ASTM standard in 1999 (D6433-09)."

2. Pavement Condition Survey

Conduct a comprehensive pavement condition survey of all City owned and maintained paved roads for an approximate total of up to 1,500 lane miles. This includes at a minimum, a survey of one lane mile of the City's approximately 1,249 Centerline road network, plus an estimate of 20% collection of return miles for divided roads or roads with 4 or more lanes. The entire network will be surveyed during the first year of the contract to establish a baseline with the new technology. The right-most through lane will be collected for every road segment. For major roads and all divided roads, the right-most lane in the opposite (return) direction will also be collected.

Exhibit A - Scope of Work for 19-D-00041; Pavement Management RFQ

The survey shall be compliant with the American Society for Testing and Materials standard ASTM D6433 - "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys." The condition survey of all asphalt pavements will be predominantly based on automated pavement condition survey methods with modifications to include the following distress types on asphalt pavements: weathering, longitudinal/transverse crack, alligator cracking, edge cracking, block cracking, path/utility cut, raveling, and rutting.

The automated survey will also measure transverse profile and ride quality using an International Roughness index (IRI) as well as capture images from the roadway at regular intervals. The survey data will be reviewed during the quality control process, and sections with distresses not captured by automated means will be surveyed manually by Boots on the Ground (BOG). The condition of brick and concrete pavements will be assessed manually where automated data collection is impractical.

3. QA/QC

The Quality Control checks of the data during analysis will consist of the following:

- Review all data collected by automatic survey and assign BOG survey for sections with distresses not captured by the automated survey.
- Review of the distress rating for 10% of randomly selected sections by the QA/QC manager
- Review of the distress rating for 5% of randomly selected sections by the Project manager
- Review of all sections with a PCI score of 100 – indicates sections that may have been skipped during the data processing phase or during the QA/QC process
- Review of all sections with no PCI score – indicates either that a section was missed or could not be tested
- Ensure that distress types are consistent with pavement classification and were used to calculate PCI scores
- Ensure that distress deduct points do not surpass maximum possible of 100
- Review of sample areas/sizes used in PCI calculation – ensures that PCI calculation is performed correctly
- Review of areas with excessive distress quantity or severity level
- Verify distresses that have a low probability of occurrence based on survey results with BOG

4. Update City's PMS Database

The existing City PMS database will be upgraded from PAVER 6.5 to PAVER 7. The PMS database will be updated with the segment and condition information collected during this project. Firm will host the database for the duration of the contract. At the completion of the project a copy of the database will be provided to the City of Tampa as an E70 file and this will be imported into the City of Tampa's PMS software program.

The PMS will be calibrated to more accurately reflect the pavement conditions and City of Tampa policies. The configuration will include developing pavement performance models, updating prioritization guidelines, developing maintenance and rehabilitation policies for each roadway family, and entering unit cost information for maintenance and rehabilitation actions. This information will be specific to each roadway family group (based on pavement type, rank and traffic), which will facilitate use of the program to perform realistic analysis and generate representative capital budgeting

output.

5. Update City Pavement Manuals and Specifications

Firm will review and analyze the City of Tampa existing Transportation Technical Manual, Pavement Specifications, and Restoration Details.

Specific effort will focus on the rewriting of the City's existing Pavement Restoration Specification, including the provision of graphical limits for restoration.

Additionally, the firm will work with the City to update its Pavement Design specifications, including the development of typical pavement sections and specification per roadway classification.

Review and discussion of comparable agency specifications will be done, to assist in guiding the development of the above specifications.

Firm suggests review and discussions around maintenance and rehabilitation strategies with designated City of Tampa staff. This shall include the recommendation and selection of appropriate treatments and the determination of treatment unit costs.

The Firm proposes up to twelve (12) meetings to be held on quarterly basis, or as deemed necessary by the Firm.

6. Data Analysis

6.1 PCI Data Analysis

The PCI for each inspected sample unit will be calculated and section PCI values will be extrapolated based upon the sample unit information. The types of distress identified during the surveys will also be analyzed. The types of distress present provide insight into the cause of pavement deterioration. Distress types are characterized as load-related (such as alligator cracking), climate-related (such as weathering and raveling), and materials-related (such as durability cracking). Understanding the cause of distress allows a treatment to be selected that addresses the cause of deterioration. The deterioration rate helps identify those pavement sections that are failing faster than normal. Sections exhibiting higher than normal deterioration rates warrant close monitoring and further evaluation.

6.2 Maintenance, Rehabilitation and Reconstruction Needs Identification

The collected data from Tasks 2 and 3 will be used to perform a needs assessment and to identify localized maintenance, global maintenance, and major maintenance and rehabilitation (M&R) needs for the next 5 years. These categories of repair are defined as follows:

- Localized preventative maintenance is a preventive maintenance action that is applied only to a distressed area, such as crack sealing or patching;
- Global preventative maintenance is a preventive maintenance action that is applied to an entire section, such as a surface treatment; and
- Major M&R consists of major work (such as an overlay or reconstruction).

6.3 Budget Analysis and Funding Scenarios

The following budget and/or target-driven scenarios analyses will be performed. The estimated budget and estimated Network Level Condition for each scenario will be included in the technical report.

Exhibit A - Scope of Work for 19-D-00041; Pavement Management RFQ

- Budget Needs Assessment based on an unconstrained budget
- Utilize Existing Budget based on City's budget at the year that contract is initiated
- Maintain Average Network Level Current Pavement Condition Index (PCI) based on an estimated budget that maintains the road network at the current PCI for the next five years
- Improve Network Level PCI based on an estimated budget that improves road network PCI as defined by the City of Tampa.

7. Assessment of Curbs and Shoulders

Curbs and shoulders will be assessed using BOG surveys. Likely locations for curbs and shoulders with distresses are the following:

- Areas within low points of the roadway
- Adjacent to bus stops with no parking pads
- Roadway segments with known drainage issues

8. Report and Delivery

Upon the completion of QA/QC, **Firm** will update and upload to the City PAVER database (as an E70 file) the resultant maps and data files (GIS file). The City of Tampa will also receive electronic copies of all the supporting data and analysis utilized in compiling the report.

Firm will produce a GIS pavement condition map for each City roadway and a GIS map of proposed maintenance and rehabilitation work. Maps will be produced by neighborhood and/or by council district as requested. **Firm** will collaborate with City of Tampa staff to provide any PMS-related GIS map in either or both PDF and SHP format, as required.

During the PCI surveys, a photo log will be captured. At a minimum, one photograph per branch will be taken. Imagery will be provided as individual JPEG images with accompanying CSV containing paths, filenames, GPS coordinates, and associated segment information.

Firm will prepare a Final Pavement Management Report based on the data and analyses performed throughout the study. The report will display results of the pavement condition surveys, summarizing the road network in terms of Pavement Condition Index (PCI), and Backlog Cost of work. For the Final Pavement Management Report, **Firm** will run multiple budget scenarios, and report on the projected change in overall conditions for comparison and determination of the appropriate budgeting level.

In coordination with the City, Firm will prioritize projects, identifying roadway segments requiring an in-depth project level assessment for rehabilitation or design strategies for backlogged roadway segments in exceptionally poor condition.

9. Additional Services: Project Development

9.1 Project Level Assessment

Firm will use the list of needs developed during Task 6.2 and group these needs into logical projects. For example, it is possible that the initial needs assessment will show that one section of a roadway is triggered for rehabilitation in one year and another section on the same roadway triggered for rehabilitation in another year. For economical and operational reasons these should be combined into a single project. The City of Tampa will establish project priorities based on the priority levels of the

different pavement areas provided by the Firm. A meeting with the City of Tampa will be held to discuss the preliminary recommendations resulting from this task. After discussion with City of Tampa, final recommendation will include in technical report.

9.2 Project Level Consulting

Firm will provide Project Level (PL) Consulting to the City in addition to Network Level Pavement condition assessment.

A PL investigation identifies the type, condition and causes of pavement failure, then recommends the most suitable strategies. To complete a PL pavement evaluation, Firm will consider both subsurface explorations, including in-situ testing, laboratory testing, and subsequent evaluation of the data collected for the Project. Typical field work will include, but is not limited to, collecting pavement cores, hand auger drilling, and concurrent dynamic cone penetrometer (DCP) testing to estimate Limerock Bearing Ratio (LBR) values.

In the PL report Firm will recommend feasible M&R methods based on local conditions and provide advantages and disadvantages of each strategy. The report will include evaluations of the effectiveness of numerous M&R strategies, including preventive and corrective maintenance, recycling alternatives, and surface and base reconstruction.

SCHEDULE

Firm will begin reviewing the City’s existing PMS and preparing for data collection upon receiving Notice to Proceed (NTP). The automated pavement survey will commence within one month upon receiving our permits to perform the work. The estimated schedules for the various tasks are summarized in the table below. It should be noted that some tasks would be performed concurrently, with the goal of completing the Tasks 1 through 8 within a 12-month period. Firm will update the PMS during each year of contract based on updates provided by City. Firm will incorporate the updated information in PMS and perform data analysis and provide a yearly technical report. Electronic copies of technical reports would be issued about two months after completion of the analysis. A hard copy of each report could be provided, if requested.

| Year 1 of Contract | | |
|--------------------------------------|---|-----------------------|
| Task Number | Description | Estimated time |
| Task 1 | Reviewing of Existing PMS Database | 1 month |
| Task 2 | Pavement Condition Survey | 4 months |
| Task 3 | QA/QC | 2 months |
| Task 4 | Update PMS | 2 months |
| Task 5 | Update City Pavement Manuals and Specifications | 2 months |
| Task 6 | Data Analysis | 2 months |
| Task 7 | Inventory and Assessment of Curbs and Shoulders | 4 months |
| Task 8 | Report and Delivery | 2 months |
| Task 9 | Project Development | Add On Service |
| Year 2 and Year 3 of Contract | | |
| Task Number | Description | Estimated time |

Exhibit A - Scope of Work for 19-D-00041; Pavement Management RFQ

| | | |
|--------|---|----------------|
| Task 4 | Update PMS | 2 months |
| Task 5 | Update City Pavement Manuals and Specifications | 2 months |
| Task 6 | Data Analysis | 2 months |
| Task 8 | Report and Delivery | 2 months |
| Task 9 | Project Development | Add On Service |

Exhibit B

Pricing

19-D-00041 Pavement Management

Task 1 Reviewing of Existing PMS Database

Firm: MC²

| Task Details | Units | Quantity | Rate | Total |
|------------------|-------|----------|--------|--------------------|
| Project Manager | Hours | 4 | 185.00 | \$ 740.00 |
| Chief Engineer | Hours | 2 | 215.00 | \$ 430.00 |
| Project Engineer | Hours | 16 | 165.00 | \$ 2,640.00 |
| Field Engineer | Hours | - | 90.00 | \$ - |
| GIS Technician | Hours | - | 90.00 | \$ - |
| Clerical | Hours | - | 65.00 | \$ - |
| TOTAL | | | | \$ 3,810.00 |

Task 2 Pavement Condition Survey

Firm: ICC

| Task Details | Units | Quantity | Rate | Total |
|---|------------|----------|-----------|----------------------|
| Project initiation, setup, and pilot collection (ICC) | Lump sum | 1 | 28,870.00 | \$ 28,870.00 |
| Road condition data collection | Lane miles | 1,500 | 132.00 | \$ 198,000.00 |
| Road condition data analysis | Lane miles | 1,500 | 31.00 | \$ 46,500.00 |
| Additional right-of-way image views | Lane miles | 1,500 | 14.00 | \$ 21,000.00 |
| Pavement engineering support | Hours | 40 | 189.00 | \$ 7,560.00 |
| Data analysis support | Hours | 40 | 139.00 | \$ 5,560.00 |
| TOTAL | | | | \$ 307,490.00 |

Task 3 QA/QC

Firm: MC²

| Task Details | Units | Quantity | Rate | Total |
|------------------|-------|----------|--------|---------------------|
| Project Manager | Hours | 96 | 185.00 | \$ 17,760.00 |
| Chief Engineer | Hours | 48 | 215.00 | \$ 10,320.00 |
| Project Engineer | Hours | 200 | 165.00 | \$ 33,000.00 |
| Field Engineer | Hours | - | 90.00 | \$ - |
| GIS Technician | Hours | - | 90.00 | \$ - |
| Clerical | Hours | - | 65.00 | \$ - |
| TOTAL | | | | \$ 61,080.00 |

| Task 4 Update PMS | | Firm: MC² | | | |
|--------------------------|--------------|-----------------------------|-------------|---------------------|--|
| Task Details | Units | Quantity | Rate | Total | |
| Project Manager | Hours | 20 | 185.00 | \$ 3,700.00 | |
| Chief Engineer | Hours | 8 | 215.00 | \$ 1,720.00 | |
| Project Engineer | Hours | 40 | 165.00 | \$ 6,600.00 | |
| Field Engineer | Hours | - | 90.00 | \$ - | |
| GIS Technician | Hours | 40 | 90.00 | \$ 3,600.00 | |
| Clerical | Hours | - | 65.00 | \$ - | |
| TOTAL | | | | \$ 15,620.00 | |

| Task 5 Update City Pavement Manuals and Specifications | | Firm: MC² | | | |
|---|--------------|-----------------------------|-------------|---------------------|--|
| Task Details | Units | Quantity | Rate | Total | |
| Project Manager | Hours | 100 | 185.00 | \$ 18,500.00 | |
| Chief Engineer | Hours | 25 | 215.00 | \$ 5,375.00 | |
| Project Engineer | Hours | - | 165.00 | \$ - | |
| Field Engineer | Hours | - | 90.00 | \$ - | |
| GIS Technician | Hours | - | 90.00 | \$ - | |
| Clerical | Hours | 24 | 65.00 | \$ 1,560.00 | |
| TOTAL | | | | \$ 25,435.00 | |

| Task 6 Data Analysis | | Firm: MC² | | | |
|-----------------------------|--------------|-----------------------------|-------------|----------------------|--|
| Task Details | Units | Quantity | Rate | Total | |
| Project Manager | Hours | 16 | 185.00 | \$ 2,960.00 | |
| Chief Engineer | Hours | 72 | 215.00 | \$ 15,480.00 | |
| Project Engineer | Hours | 660 | 165.00 | \$ 108,900.00 | |
| Field Engineer | Hours | 1,020 | 90.00 | \$ 91,800.00 | |
| GIS Technician | Hours | 80 | 90.00 | \$ 7,200.00 | |
| Clerical | Hours | - | 65.00 | \$ - | |
| TOTAL | | | | \$ 226,340.00 | |

Task 7 Inventory and Assessment of Curbs and Shoulders Firm: MC²

| Task Details | Units | Quantity | Rate | Total |
|------------------|-------|----------|--------|---------------------|
| Project Manager | Hours | 40 | 185.00 | \$ 7,400.00 |
| Chief Engineer | Hours | 20 | 215.00 | \$ 4,300.00 |
| Project Engineer | Hours | 240 | 165.00 | \$ 39,600.00 |
| Field Engineer | Hours | 320 | 90.00 | \$ 28,800.00 |
| GIS Technician | Hours | - | 90.00 | \$ - |
| Clerical | Hours | 8 | 65.00 | \$ 520.00 |
| TOTAL | | | | \$ 80,620.00 |

Task 8 Report and Delivery Firm: MC²

| Task Details | Units | Quantity | Rate | Total |
|------------------|-------|----------|--------|---------------------|
| Project Manager | Hours | 20 | 185.00 | \$ 3,700.00 |
| Chief Engineer | Hours | 8 | 215.00 | \$ 1,720.00 |
| Project Engineer | Hours | 40 | 165.00 | \$ 6,600.00 |
| Field Engineer | Hours | - | 90.00 | \$ - |
| GIS Technician | Hours | - | 90.00 | \$ - |
| Clerical | Hours | 23 | 65.00 | \$ 1,495.00 |
| TOTAL | | | | \$ 13,515.00 |

Task 9 Project Development Firm: MC²

| Task Details | Units | Quantity | Rate | Total |
|------------------|-------|----------|--------|---------------------|
| Project Manager | Hours | 24 | 185.00 | \$ 4,440.00 |
| Chief Engineer | Hours | 8 | 215.00 | \$ 1,720.00 |
| Project Engineer | Hours | 48 | 165.00 | \$ 7,920.00 |
| Field Engineer | Hours | - | 90.00 | \$ - |
| GIS Technician | Hours | 16 | 90.00 | \$ 1,440.00 |
| Clerical | Hours | 8 | 65.00 | \$ 520.00 |
| TOTAL | | | | \$ 16,040.00 |

GRAND TOTAL **\$ 749,950.00**

Delta (+/-) -\$ 50.00

Target Contract Value \$ 750,000.00

CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance on form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured **(IF APPLICABLE)**.

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction projects. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**.

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE)**.

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE)**.

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awaradee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE)**.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

**Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)**

Contract No.: 19-D-00041 Contract Name: Pavement Management – TSS
 Company Name: MC Squared, Inc. Address: 5808-A Breckenridge Pkwy, Tampa, FL 33610
 Federal ID: 90-0033880 Phone: (813) 632-3399 Fax: (813) 632-6636 Email: wstewart@mc2engineers.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: _____
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

| S = SLBE W=WMBE O = Neither | Company Name Address Phone, Fax, Email | Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian | Trade or Services NIGP Code (listed above) | Contact Method L=Letter F=Fax E=Email P=Phone | Quote or Response Received Y/N |
|-----------------------------------|---|---|--|---|-----------------------------------|
| S | International Cybernetics Company 10630 75th Street Largo, Florida 33777 (727)547-0696 / jtrotter@internationalcybernetics.com | CM | 912 | L, F, E | Y |
| 59-1626392 | | | | | |
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Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed Winston Stewart Name/Title Winston L. Stewart, P.E Date: December 2, 2019

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal**

