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RESOLUTION NO. 2014- 40

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES IN THE AMOUNT OF \$400,000 BETWEEN THE CITY OF TAMPA AND CRIBB, PHILBECK, WEAVER GROUP, INC. (CPWG) IN CONNECTION WITH CONTRACT NO. 13-D-00031; PAVEMENT MANAGEMENT PROGRAM PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; AND 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, the City of Tampa (CITY) selected Cribb, Philbeck, Weaver Group, Inc. (CPWG) as CONSULTANT to provide professional services in connection with Contract 13-D-00031; Pavement Management Program, (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 consultant 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:

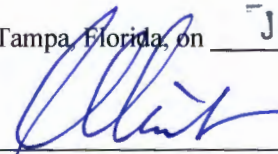
Section 1. That the Agreement for Consultant Services between the City of Tampa and Cribb, Philbeck, Weaver Group, Inc. in connection with Contract 13-D-00031; Pavement Management Program as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved 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.

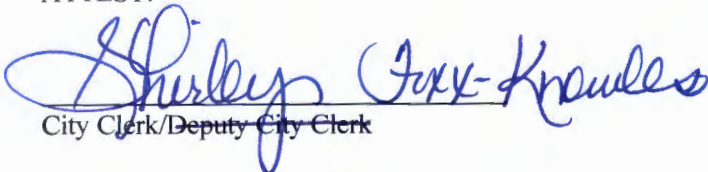
Section 3. That funds in the amount of \$400,000 for these services are available for the Right of Way Division's Street Resurfacing Project within the Local Option Gas Tax Fund.

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 JAN 09 2014.


Chairman/~~Chairman Pro-Tem~~, City Council

ATTEST:


City Clerk/Deputy City Clerk

Approved as to Legal Sufficiency by
Justin R. Vaske, Assistant City Attorney

1/2014-1

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 2014, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and **Cribb, Philbeck, Weaver Group, Inc. (CPWG)**, a corporation chartered and existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 3433 Lithia Pinecrest Road, Suite 244, Valrico, FL 33594.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional Architectural/Engineering (A/E) consulting services pertinent to such work which shall be referred to as (Contract 13-D-00031), (Pavement Management Program) "PROJECT" in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional A/E 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 CONSULTANT to the CITY will be that of an independent professional A/E consultant for the PROJECT; and the CONSULTANT 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:

A. Available plans and specifications of existing construction.

III. PERIOD OF SERVICE

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

B. The CONSULTANT's services called for under this Agreement shall be completed provided that, if the CONSULTANT's services are delayed for reasons beyond the CONSULTANT'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 CONSULTANT's services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT 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 CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$400,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the CONSULTANT'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, representatives of the Comptroller General of the United States or other federal agency may reasonably require. CONSULTANT 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. CONSULTANT 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 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, CONSULTANT 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 CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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 CONSULTANT 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 CONSULTANT shall otherwise be in default under this Agreement; or the CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSULTANT 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 CONSULTANT assets; or the CONSULTANT disclosed CITY confidential information, procedures or activities; or the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSULTANT 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 CONSULTANT prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in connection with resolution of the amount due to the Firm. The CITY, at its own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSULTANT's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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 CONSULTANT, 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 CONSULTANT

The CONSULTANT 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 CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the CONSULTANT shall be disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The CONSULTANT 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.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT 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 CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement. Supplemental provisions are indicated in **Exhibit E**.

D. Truth-In-Negotiation Certification: The CONSULTANT 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.

XV. ASSIGNABILITY

The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The CONSULTANT 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. The CONSULTANT 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 CONSULTANT, 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. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of 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 CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

D. At the time of the submission of invoices, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT'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 CONSULTANT and assistants of CONSULTANT.

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 CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; 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 CONSULTANT as a result of the provisions of the Services provided by Consultant 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 part 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 CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT 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.

XVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT 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 CONSULTANT'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 Circular No. A-133, as amended and 24 CFR Parts 84 and 85, 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, CONSULTANT 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 CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT 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.

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.

XXIV. 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 appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY’s obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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.

ATTEST:

CRIBB, PHILBECK, WEAVER GROUP, INC. (CPWG)

By: _____
Corporate Secretary (SEAL)

By: _____
Stephen R. Tarte, Senior Vice President

ATTEST:

CITY OF TAMPA

City Clerk/Deputy City Clerk (SEAL)

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

Justin R. Vaske, Assistant City Attorney

The execution of this document was authorized by
Resolution No. 2014-

EXHIBIT A
City of Tampa - Department of Public Works
Pavement Management Scope of Services
RFQ 13- D- 00031

I. INTRODUCTION

This Scope of Services provides an outline of the work that may be required under the subject contract. Individual Task Work Orders will be executed that further define the actual work products, schedule, and fee to be undertaken at specific times over the course of the contract.

II. PURPOSE

Cribb Philbeck Weaver Group (herein referred to as 'CPWG') shall be responsible for providing the City of Tampa (herein referred to as 'City') Pavement Management Technical and Program Management Support services.

Services to be provided may include technical assistance with the City's existing MicroPaver system; Geographic information services; GPS location services; Development of Quality Control procedures; field data collection; development of data collection tools including hardware and software; Preparation of technical reports; training for City staff; Pavement design and Construction Engineering and Inspection develop pavement condition assessments for the City's street network; develop cost estimates and programs of improvements required to address needs; develop automated tools and reporting systems that build from the City's existing systems; and to provide design, engineering, and construction support, as needed.

WORK TASKS

The following items outline the specific work areas that may be addressed through this project.

A. MicroPaver

MicroPaver software technical assistance provided by consultant may include but not limited to

- Investigating database integrity
- Data importing and exporting
 - Shape file
 - Work history
 - PCI data
 - User defined fields
 - Geo-reference images
- Custom data reporting
- Model development
 - Families
 - Deterioration curves
- Budget analysis

- Work planning
- Project planning
 - 5-year plan
 - Preventive maintenance
- inventory and assessment of PCI's

B. Geographic Information System (GIS) Services

GIS services involved analysis and reporting using geo-referenced databases. It may also include analysis and evaluation of hardware and software needs required to enhance, automate, or more efficiently analyze data. Services under this task may include:

- Mapping and reporting
 - 24-hour turn around "if requested"
- Custom tools development
- Advanced analysis
- Development of custom interfaces
- Server-side application development
 - All applications can be provided intranet (internal availability only) or internet (publicly available) access
 - custom mapping and analysis templates
 - standard reports
 - work progress tracking and updates
 - trouble ticket input
 - database applications
 - ArcGis applications
 - Web applications
 - Remote data input screens (for use from the field)
 - Data time stamping and change logs
 - User / data security
- Evaluation of hardware and software requirements
- Development of metadata standards, help tools, and data libraries
- Standards for data input and quality control checks; evaluation of 3rd party data for inclusion into the City's systems
- 3rd party data manipulation for consistency with City systems

C. GPS Location Services

This task may include development of geo-referenced data points and gathering Information related to pavement conditions, drainage conditions, assessments, engineering features or characteristics, and other data pertinent to the analysis and programming tasks. It could also include geo-referenced photography for inclusion to the database. This data may be collected through a number of means, including hand held devices, tablets, computers, or automated methods. Services synopsis may include but not limited to:

- Pavement conditions
- Drainage conditions

- Assessments
- Engineering features
- Geo-referenced photography

D. Development of Quality Control Procedures

The quality of the analysis will be dependent upon the quality of the data in the system. Therefore, quality control procedures may be developed for data gathering, data input, and data reporting and inspection services. Specific procedures may be developed for each phase, and staff involved in those phases may be trained with respect to the procedures applicable to their task. Quality audit procedures may also be developed that provide for sample checking and review. The audits may include corrective action procedures, resampling requirements, and additional reviews required to respond to any issues found.

E. Development of Data Collection Tools including Hardware and Software

If applicable, CPWG may develop software and tools to assist in automating or economizing data collection methods. This could include Android or iOS applications for Android tablets or Apple products, evaluation of 3rd party tools, custom interfaces, checklists, or other appropriate tools and procedures.

F. Preparation of Technical Reports

Custom applications may be developed to extend and support the capabilities of the City's existing systems. Also, standard report formats may be developed for commonly used reports, such as pavement conditions, work program items, trouble ticket completion, costs, prioritization, and other required reports. Ad hoc reporting capabilities may be provided and automated to the extent possible.

In addition to reports, standard mapping templates may also be developed. These templates may have a standard look and format, so that users can always expect to find key pieces of information in the same place on every map. Items such as title blocks, analysis features, and legends will be automated, and will be similar from map type to map type, to facilitate easier use of the maps and data by end users. Inset areas, map scales and page layouts will all be considered as part of the templates.

Custom mapping capabilities may also be developed, which allow users to pick map elements from a drop down menu of options. Through these custom or ad-hoc templates, users will be able to layer multiple data or analyses, so that features can be compared and contrasted.

G. Training for City Staff

City staff may be trained as appropriate in all areas of the project, including field work, system use, data input, quality control procedures, safety practices, software use, and other areas as applicable.

H. Pavement Design

This task may include develop of data and analysis required to support pavement design, as well as developing pavement designs unique to each facility. These data and analyses could include traffic counts, classification counts, traffic volume projections, coordination with planning, MPO,

or Planning Commission staff to obtain long range projections. This task could also include research related to cost saving materials and methods, such as binders, additives, and construction techniques. It could also include analysis of on-site recycling for specific projects.

I. Construction Phase and Inspection Services (CEI)

CPWG may also assist the City in Construction Phase services. These services could include

Bid package development

Bid evaluations

Construction inspections

Field reviews and adjustments

other services as requested by the City

J. Field Data Collection

A central element of this program may be to conduct a field inventory of City roadways and streets, to collect pertinent existing conditions data. These data may be collected for input into the City's MicroPaver system. New tools, such as Android Tablet applications may be evaluated. All data collected would be tagged with GPS data, so as to be consistent with geo-referencing applications, and the City's GIS system.

All field data collection would be conducted consistent with ASTM D6433. A safety plan for all field crews may be developed, and all field staff may be trained with safety provisions according to the plan. Data may be collected through a boots on the ground approach.

As part of this data collection plan, a Quality Assurance Plan may also be developed. This plan may be used to conduct Quality Audits of all data collected to insure completeness, accuracy, and compatibility with accepted standards and classifications.

Whenever data is updated in the MicroPaver system, work history, and change modifications may be time stamped, dated, and saved in a history file, so that legacy work can be tracked.

K. Capital Improvements, Costing, and Programming

The ultimate goal of the program is to deliver the best possible user experience to the City's residents and visitors.

To deliver this quality of service, level of service (LOS) goals may be developed. These goals will be compared with available funding and resources to assess the timeframe required to meet the goals. If necessary, LOS goals may vary by facility type, area, or other factors.

Cost estimates may be developed for each facility improvement required to meet the LOS goals. To the extent possible, cost estimating may be automated, and may be based upon unit costs, standard construction techniques, and x-factors, such as maintenance of traffic and construction complexity for each facility. Year of Expenditure escalation factors may be developed as well.

The work programming task may be iterative, and would balance meeting the desired LOS with the funding and resources available. Maps, reports, and work programs will be developed that

show the intended work plan that meets budget and revenue estimates. The work program may also include a prioritization of needs, with highest priorities being addressed earlier in the program. Consideration of risk-based prioritization will be included.

We may also assist in creating and reviewing scope of services and contracts for under vendors. Site reviews may also be performed gain additional insight as to why a roadway may be deteriorating. The review may include such items as landscaping, roots that are effecting the pavement, water levels, etc. that may influence maintenance strategies for the area.

L. Additional Services

CPWG may support the City with design elements for specific corridors, as required. These design elements may include pavement design, maintenance of traffic plans, ADA upgrades as part of resurfacing projects, replacement or reconfiguration of and signing and markings, signals, drainage features, or other pertinent features. The design elements may also include pavement design to account for unique roadway conditions and situations. Addition services may include project administration, project manager, program manager, cost estimation, scheduling, utility coordination, public information, public hearings, small group meetings, newsletters, web sites, mailing lists, design and plan preparation on any type project, permitting, drainage design, structural design, traffic design, environmental analysis, contamination screening, right-of-way engineering, design surveys, geotechnical services, laboratory services, post design services, construction management services, various inspection services.

Expert testimony and appearance at public hearings, depositions, and court appearances fee will be negotiated separately.

III. Fee Schedule / Compensation

CPWG will provide these services as described in the scope of services above on at task work order basis. Invoices will be submitted monthly based upon the percentage of services completed as of the invoice date.

This scope of services will be conducted on a work order by work order basis with an upset limit of \$400,000.00.

Services will be provided in accordance with the attached Fee Schedule, Exhibit 'B'.

ALL CONSULTANTS WILL ADHEAR TO RATES IN EXHIBIT B

**EXHIBIT B
CITY OF TAMPA RATE SCHEDULE
Cribb Philbeck Weaver Group**

Labor Category	Rate
Principal Professional Engineer (PE)	\$ 155.00 / HR.
Professional Engineer (PE)	\$ 135.00 / HR
Engineer (EI)	\$ 115.00 / HR
GIS Specialist, GISP	\$ 125.00 / HR
GIS Technician	\$ 75.00 / HR
MicroPaver Specialist	\$ 135.00 / HR
GIS Programmer (developer)	\$ 150.00 / HR
Senior Transportation Planner	\$ 155.00 / HR
Landscape Architect (RLA)	\$ 125.00 / HR
Senior Engineering Technician	\$ 95.00 / HR
Engineering Technician	\$ 75.00 / HR
CADD Specialist	\$ 65.00 / HR
Clerical / Administrative	\$ 50.00 / HR
CEI Project Manager	\$163.00 / HR
CEI Senior Project Engineer	\$147.00 / HR
CEI Project Administrator	\$112.00 / HR

CEI Contract Support Specialist	\$92.00 / HR
CEI Senior Inspection	\$107.00 / HR
CEI Inspector	\$85.00 / HR
CEI Inspector's Aid	\$48.00 / HR
CEI Secretary / Clerk Typist	\$59.00 / HR
CEI Public Information Specialist	\$87.00 / HR
CEI Utility Coordinator	\$126.00 / HR
CEI Schedule Analyst	\$92.00 / HR
CEI Environmental Specialist	\$94.00 / HR
Pavement Inspection Services	
Pavement Inspection ASTM D6433-11	\$225 / CL MI
Pavement Inspection Image of Sample Location	\$20.00 / CL MI
Street Signs	\$75.00 / CL MI
Traffic Signals	\$50.00 / CL MI
Lighting	\$35.00 / CL MI
Trees	\$35.00 / CL MI
Inlets	\$35.00 / CL MI
Speed Tables	\$35.00 / CL MI
Markings	\$25.00 / CL MI
Sidewalks	\$25.00 / CL MI
Guardrails	\$25.00 / CL MI

Ditches	\$25.00 / CL MI
Medians	\$25.00 / CL MI
Reimbursable Items	
Presentation Plots - Black & White (24"x36")	\$ 5.00
Bond Prints - Black & White (24" x 36")	\$ 2.50
11" x 17" Color Prints	\$ 2.00
24" x 36" Color Plots (Prorated by % coverage)	\$ 20.00 max. - \$10.00 min.
8 1/2" x 11" Color Copies	\$ 1.00
8 1/2" x 11" Copies	\$ 0.20
Other Reimbursable Costs (Binders, Tabs, etc.)	\$ At Cost
Travel Allowance (To be negotiated on individual work basis)	



**Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)**

Contract No.: 13-D-00031 Contract Name: Pavement Management Program Services
 Contractor Name: Cribb Philbeck Weaver Group, Inc. Address: 708 Lithia Pinecrest Rd., Ste. 101, Brandon, FL 33511
 Federal ID: 20-1262722 Phone: 813-361-2644 Fax: 813-662-2295 Email: steve.tarte@cpwengineering.com

- See attached documents.
 No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise

S = SLBE W=WMBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Scope/Contract %
Federal ID					
S / W 59-1907168	Metzger & Willard, Inc. 8600 Hidden River Parkway, Suite 550 Tampa, FL 33637 Ph: 813-977-6005 Fax: 813-977-0593	CF	925		
27-5338714	JG3 Consulting, LLC P O Box 2377 Heath, OH 43056 Ph: 800-638-8040 Fax: 877-603-3162	CM	925		

Total Subcontract/Supplier Utilization \$ _____
 Total SLBE Utilization \$ _____
 Total WMBE Utilization \$ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. ***This form must be completed and submitted with the bid or proposal.*** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: Name/Title: Vice President Date: 11/1/2013

MBD 20 rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page.



Page 1 of 2
City of Tampa
Official Letter of Intent
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: RFQ 13-D-00031

Bid/Proposal/Contract Name: Pavement Management

A. To be completed by the Bidder/Service Provider

Name of Bidder: Cribb Philbeck Weaver Group, Inc. (CPWG)
 Address: 3433 Lithia Pinecrest Rd. #244
Valrico, FL 33596

Contact Person: Steve Tarte
 Telephone: 813-334-9914 Fax: 813-662-2295
 Email: steve.tarte@cpwgenengineering.com

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: Metzger & Willard, Inc.
 Address: 8600 Hidden River Parkway, Suite 550
Tampa, FL 33637

Contract Person: Nancy O. Metzger
 Telephone: 813-977-6005 Fax: 813-977-0593
 Email: _____

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:
CEI Services and Pavement Management support

D. Cost of work to be performed by WMBE/SLBE: _____

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: _____

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: Steve Tarte, Pres. Date: 9/26/13

WMBE/SLBE Firm: Nancy O. Metzger, Pres. Date: Sept 26, 2013