

1-19-12 to 1-19-13

STANDARD WRITTEN AGREEMENT

Agreement No.: \_\_\_\_\_  
Financial Project I. D.: \_\_\_\_\_  
Procurement No.: \_\_\_\_\_

BY THIS AGREEMENT, made and entered into this 19th day of January, 2012, by and between Columbia County Board of Commissioners hereinafter called the "County" and Infrastructure Corporation of American of 1907 U.S. Highway 301 North, Suite 160-C, Tampa, Florida 33619 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. The County does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation.
- C. All reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the County without restriction or limitation on their use and/or all be made available, upon request, to the County at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the County of said document(s), the County shall become the custodian thereof.
- D. The Vendor agrees to provide project schedule progress reports in a format acceptable to the County and at intervals established by the County. The County shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the County, or of other agencies interested in the project on behalf of the County. Either party to this Agreement may request and be granted a conference.
- E. All services shall be performed by the Vendor to the satisfaction of the County. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect for one year.

Services shall commence upon written notice from the County's Contract Manager. See Exhibit "A"

B. RENEWALS

This Agreement may be renewed indefinitely at one year intervals. Renewals shall be contingent upon satisfactory performance evaluations by the County and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

- A. Payment for the subscription service shall be made in advance of the year being purchased, all other services will be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient or a proper pre-audit and post-audit thereof.
- D. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the County.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement

**PAYMENT FOR CLAIMS:** The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the agreement. The County's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE:**

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$1,000,000 per person and \$2,000,000 each occurrence, and property damage insurance of at least \$500,000 each occurrence, for the services to be rendered in accordance with this Agreement.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.
- D. **CERTIFICATION.** With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the County certificates showing the required coverage to be in effect and

showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the County.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the County.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement
- D. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list
- E. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- F. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act\_ If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the County in whole or in part at any time the interest of the County requires such termination. The County reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.
- B. If the County determines that the performance of the Vendor is not satisfactory, the County shall have the option of (a) immediately terminating the Agreement or (b) notifying the Vendor of the

deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the County.

- C. If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the County shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the County, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the County.

8. MISCELLANEOUS

- A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- C. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- D. In the event of default of Agreement, it is understood and agreed by the parties that all attorney fees and costs will be the responsibility of the defaulting party. Furthermore, the contract shall be construed in accordance with Florida Law and sole and exclusive venue for any action shall be in the state or county courts of Columbia County.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. Time is of the essence as to each and every obligation under this Agreement.
- G. The following attachments are incorporated and made a part of this agreement

Exhibit "A" Scope of Services and Price Proposal

H. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

INFRASTRUCTURE CORPORATION OF AMERICA

COLUMBIA COUNTY  
BOARD OF COMMISSIONERS -

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature  
**Scarlet Frisina**

TITLE: \_\_\_\_\_

TITLE: **Chairperson**

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**FOR COUNTY USE ONLY**

APPROVED:

LEGAL REVIEW:

\_\_\_\_\_  
Procurement Office

 \_\_\_\_\_  
Marlin Seagle, County Attorney



**BridgeWeb**, a service owned by Infrastructure Corporation of America, specializes in the use of the internet to provide a variety of tools, to bridge owners and inspectors on a subscription basis. The advantages of a subscription service, to the client, lies with its ability to provide unfettered mobility, eliminate internal application distribution, uninterrupted maintenance and management, predictable maintenance costs, and no internal labor or capital costs

Although the entire system operates seamlessly, it can be roughly divided into five functional service areas:

- Remote data collection
- Bridge Inspection management system
- Bridge Management System (BMS), including archival repository
- Inspection Reporting
- Work Order System

Local Government bridge owners are mostly interested in the BridgeWeb BMS and Work Order system, unless they also inspect structures in-house, such as non-qualifying bridges and culverts or Signs and Poles where the functionality of our entire system become applicable.

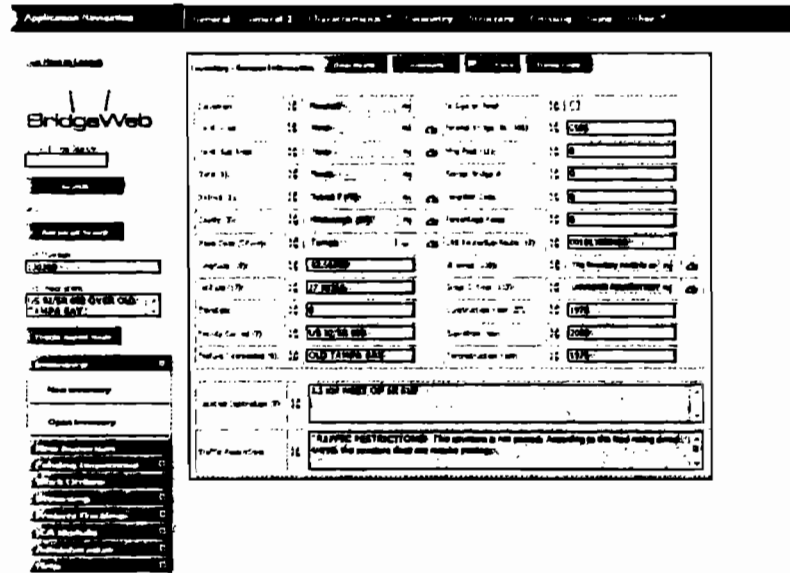
The BMS provides the bridge owner a place to store all critical data regarding the nature and condition of their bridges as well as query on a variety of measures that assists them in making better decisions regarding the types of activities that will extend its life or enhance its performance.

BridgeWeb is accessed through the internet using any windows compatible browser, such as Microsoft Explorer or Chrome. The data is stored in a mirrored secure server using the similar methods of encryption that is used for banking and other secure on-line transactions, providing security of all information.

**Robert G. Little, CBI, PE**  
6914 Williams Drive, Tampa, Florida 33634  
813-390-2565 rob@bridgeweb.us



Bridges are accessed individually, by ID or description, through the search function shown below, and opens into the inventory information screens.



The inventory section of the BMS is tabbed for quick access and consists of the following:

- **General 1 & 2** – Broad descriptive information such as location, name, route information.
- **Characteristics** – This area provides an overall description of the bridge and approach type.
- **Geometry** – Specific measures describing the bridge (width, length, etc.)
- **Structure** – Describes type of structure and its likely replacement along with capacity and attachment information.
- **Crossing Information** – Detailed information regarding what the bridge structure passes over or under.
- **Signs** – Provides detailed information for other types of roadway structures such as signs, light poles, etc.
- **Other Tab** – Contains the following:

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upper right hand box where condition states are described in either element/state (Pontis) or condition rating (NBI) formats. (See next page)

Application Revision: General General 2 Characteristics Geometry Structure Crossing Other

Structure & Component Name:  Repair Shop?  Repair MUT?

Inspection Information

DOT Rating: 78.7      Structure ID: 11/13/2009

Inspection Type: NBI Inspection?  List of Inspections: 0

Inspection Frequency: 24      Structure Requirement: 0

Inspection Frequency: 24      Requirement: 0

Condition Ratings

Deck (S/G): B      Channel (S/G): 7

Truck Structure (S/G): B      Culvert (S/G): 7

Substructure (S/G): B      Top of Abutment: 0

Approach Conditions

Roadway Deck Transfer: N/A      Approach Guardrail: Pass

Bridge Rail: N/A      General Order: Catch

Binding Transverse: N/A      Vertical Clearance: 0

Inspection

Inspector	Inspection	Comments	CR	Rate	PL Note
Leads	INSPECTION		CR		
Assessors			CR		
Field Prep			CR		
CR Form			CR		

Inspection Deficiencies / Recommendations

24E.00-Culvert - Culvert: 130 -

24E.00-Channel: 1 -

475.00-Proposed Retaining Wall - Retained of

Next Inspection Order: 11/17/2009

Next Practice Inspection:

Next Underwater Inspection: 11/17/2009

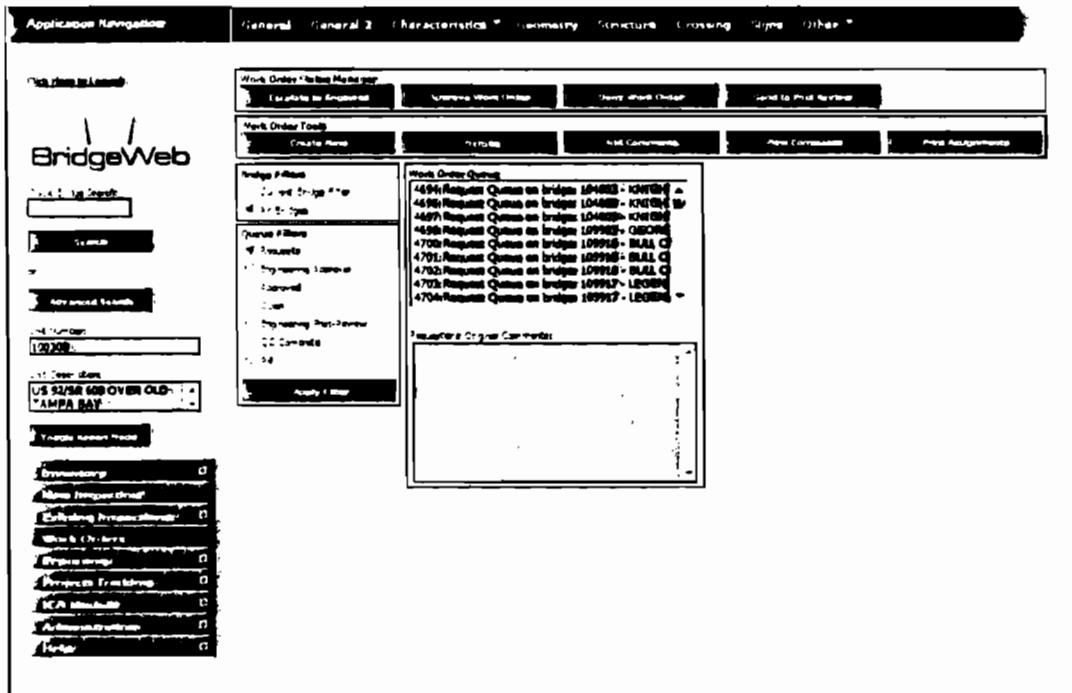
Next Other Inspection:

Deficiencies and recommendations are described for each condition state (Pontis) or rating (NBI) in the screen above which is open for the specific structure element chosen. Element quantities are input for each state if Pontis like conditions are collected or a condition rating (state) is chosen if NBI ratings are used.

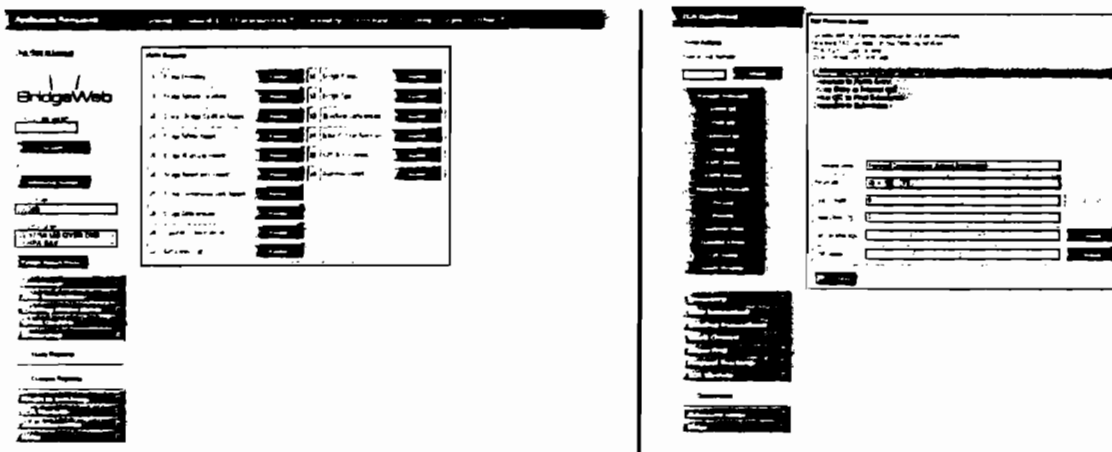
As deficiencies are described, recommendations for repair and/ or requests for work orders is also entered here. Once a recommendation is made it will appear as a request for work in the Work Order section of the BMS. (See next page)

# BRIDGEWEB

An ICAI Company



In this section Work Orders are processed through request, verification, scheduling, assignment of crew, equipment, and material, work completion, quality control acceptance and finalization with costs. Work actions, crew makeup are fully editable, as well as costs, by the user.



The Reporting tool leads to the static (preprogrammed) or dynamic reporting section of the system. BridgeWeb will provide and create static reports based on the identified needs of the user. The dynamic report generator is a simplified "Crystal-like" report generation tool that accommodates users with experience in that form of reporting.

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Each structure is allocated roughly 2 Gigs of storage space, which commonly is sufficient to provide storage for years of accumulated data. BridgeWeb will also provide a DVD secondary backup of all files to the user, if needed.

Commands			
Calculations...	Present to a Panel...	Global...	
<b>LOS</b>		<b>New Replacement Costs</b>	
Efficiency Rating:	50.3	New Structure Area:	4,518 SF
ORR:	61.977	New Complexity Factor:	0
Structural LOS:	32.268	New Structure T-ops:	Concrete Slab
Safety LOS:	43.44	New Replacement Cost:	\$465,173.28
Essential LOS:	78	Present Deck Area:	4,518 SF
		In-Kind Replacement Cost:	\$465,189.00
		<b>Repair Costs</b>	
		Maintenance Costs:	\$0.00
		Repair Costs:	\$0.00
		Rehabilitation Costs:	\$0.00
		Inspection Costs:	\$0.00
		Engineering Costs:	\$0.00
		<b>Total:</b>	<b>\$0.00</b>

Life Expectancy		
	Values	Ratio
Structural Age:	55	
Expected Service Life:	75	
Expected Remaining Life:	153,569,323,294,506	
Yearly Deterioration Cost:	\$3,027.11	
Depreciated Value:	\$106,943.00	22.39%
Avg. Rate of Deterioration:	0.3115	Low
Condition Age:	10	Excellent
Condition Value:	\$222,569.13	47.37%
Lost Life:	1-35	
Lost Value:	\$60,547.29	13.01%

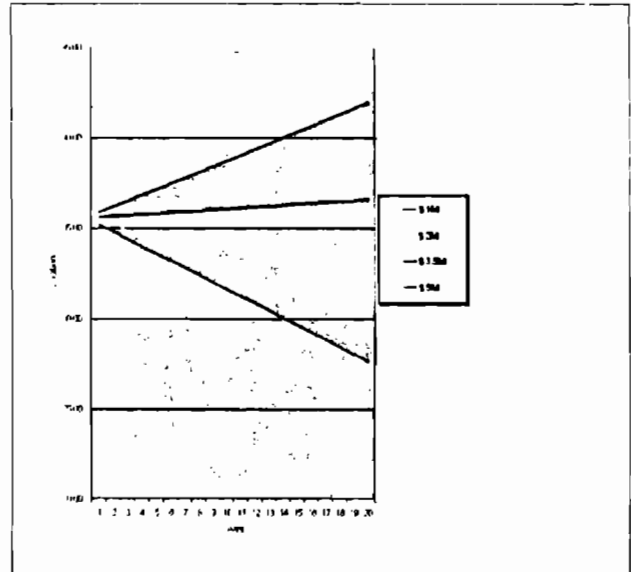
User-Defined Variables	
Inflation:	<input type="text" value="0.0328"/>
New Construction Needs:	<input type="text" value="1000000"/>
Engineering Cost Percentile:	<input type="text" value="18"/>
Engineering Costs, System Generated:	<input type="text" value="\$45,518.87"/>
Engineering Costs, User Defined:	<input type="text"/>

The analysis section of the BMS recognizes that bridges have a limited expected life, due to deterioration and use but that preventative maintenance is required for them to achieve that expectation. The question is what preventative actions cost-effectively work.

The difficulty in attempting to make those kinds of decisions is the disconnected terms in which we express the variables involved. There is no direct correlation between the language or measure of the effect of material deterioration and the terms used in determining the structural capacity of a bridge, any more than they are related to various repair materials or methods or, for that matter, various designs. BridgeWeb attempts to redefine each area of concern into a common measure – dollars.



BridgeWeb utilizes a deterministic method, based on the condition and functionality, to determine a virtual age and deterioration rate for each bridge. It serves to determine, if a bridge has a life expectancy of say 75 years where does this particular bridge fall within that scale. It does this by comparing an assumed specific life expectancy against the measured rate of deterioration it is experiencing. This by-passes the effort of attempting to determine the nebulous effects of specific environmental conditions but rather accepts and measures present conditions thus allowing the user to customize their preventative response. The rate of deterioration is what is monitored by the system providing information on the effectiveness of the preventative measures being taken. Superstructure and substructure deterioration is monitored independently although overall deterioration is used to quantify the total system costs or savings that are used to justify preventative maintenance and CIP budgets.



Overall system value is determined for depreciated value, replacement (in-kind), replacement (most likely), and condition value. From these values, coupled with the costs of work order repairs or preventative actions, long term budgeting and the condition effects of various budget levels can be predicted.

To assist in prioritizing BridgeWeb uses a customized approach similar to the Federal Sufficiency Rating (SR) but expanded and defined to meet the concerns of Local Government bridge owners. It determines an overall Appraisal Rating by calculating a level of service for areas of Safety, Structural capacity and essentiality. In fact, the system allows the user to view prioritization results for each levels of service independently as well as together. It will provide a prioritized listing of bridges with costs, based on repair and maintenance needs



## **Scope of Agreement:**

The work under this agreement consists of ICA providing services as described in its proposal dated 1/19/12 and as detailed in Compensation of Services below. Work to be provided includes the development of a Remote data collection, Bridge Inspection management system, Bridge Management System (BMS), including archival repository, Inspection Reporting and development of a Work Order System to aid in the managing of Columbia Counties 31 qualifying bridge structures. Also includes providing consulting services related to the creation of activities and their costs and to formulate a preventative maintenance/ repair/ replacement plan.

## **Columbia County Services to be provided:**

Any initial computer upgrade to computer software to accommodate the system and any bridge documentation not accessible to ICA.

## **Compensation for Services:**

Calendar year subscriptions are based on \$150/bridge/ year. For Columbia Counties 31 bridge structures that it presently maintains, compensation to ICA is \$4650/ calendar year.

Input of all missing inventory data and the most recent inspection report information is \$100/ bridge or \$3100. Inspection reports are provided to the county every 2 two years and entering the data can be done by in-house forces in the future. (We are presently pursuing an option that will allow the data to electronically house BridgeWeb with the Florida DOT and if this happens this task will be eliminated)

Identify and create work activities and costs for both internal and contracted services - \$3,000/ calendar year.

Formulate a preventative maintenance plan, including repairs and/or replacement of structures. \$9,600/ calendar year.

Total Yearly Subscription rate for the 31 bridge structures is \$20,350.00. Total compensation for these services is to occur at start of project. Once the notice to proceed has been given to ICA by Columbia County and compensation has been received, work will commence.



**Additional Work for Columbia County Consideration:**

- Archive Scanning Services - We can also provide scanning services to archive physical files (reports, plans, correspondence, etc.) at very reasonable prices. If Columbia County elects for ICA to provide these services, hourly costs for scanning will be negotiated.
  - Any non-qualifying bridge structure, such as sign structures, poles, culverts, etc. can be included in this system if Columbia County elects to incorporate this information into the BridgeWeb. Costs for the inclusion of this information can be negotiated.
-