

RESOLUTION 17-03-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAVEMENT MANAGEMENT GROUP, LLC, FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts with private corporations for services; and

WHEREAS, the Town is responsible for maintaining and operating its traffic and transportation systems and associated infrastructure for roads owned and maintained by the Town and requires a contractor to provide pavement management services; and

WHEREAS, the City of Vero Beach has previously competitively bid and pursuant to a competitive process awarded a three-year [contract] to Pavement Management Group, LLC, (“Contractor”) to provide pavement management services associated with the City of Vero Beach’s traffic and transportation infrastructure; and

WHEREAS, the Contractor and the City of Vero Beach have executed contract number SRVC-74-2019, effective from February 19, 2019, and subsequently, extended such contract through February 18, 2025 for pavement management services; and

WHEREAS, the City of Vero Beach bid documents which solicited pavement management services permitted the Contractor to provide these services to other governmental units based upon the same terms, conditions, and pricing, and

WHEREAS, the City of Vero Beach’s contract with the Contractor authorizes cooperative purchases pursuant to Florida law; and

WHEREAS, pursuant to the Town’s purchasing procedures, the Town may enter into cooperative purchase contracts for services when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Town Manager has recommended to the Commission that it enter into a contract with the Contractor whereby the Contractor agrees to provide

pavement management services based upon the same pricing, terms and conditions that the Contractor agreed to in its contract with the City of Vero Beach; and

WHEREAS, the Contractor has agreed to provide the same services to the Town based upon the same pricing, terms and conditions as set forth in the contract the Contractor entered into with the City of Vero Beach, contract number SRVC-74-2019.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the contract with the Contractor for the provision of pavement management services, as set forth in the contract between the Town and Contractor which is attached hereto as Exhibit "A", and incorporated herein by reference.


Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Michawel, who moved its adoption. The motion was seconded by Vice-Mayer Glas-Castro, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	___
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	___
COMMISSIONER JOHN LINDEN	<u>✓</u>	___
COMMISSIONER ROGER MICHAUD	<u>✓</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 17-03-22 duly passed and adopted this 16th day of March, 2022.

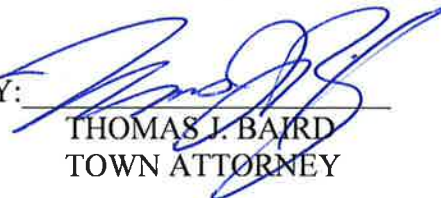
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



CONTRACT FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES.

THIS CONTRACT FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES (CONTRACT) is made and entered into this 16th day of March, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Pavement Management Group, LLC, 1255 Hebron Road, Heath, OH 43056 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining and operating a safe traffic and transportation system and associated infrastructure on roadways owned and maintained by the Town; and

WHEREAS, the Town requires a Contractor to perform pavement management services, including but not limited to surveying and assessing the condition of all Town-owned paved streets, providing digital imagery of each section of roadway, and developing a 5-year Pavement Restoration Program (the Pavement Program); and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into contracts which are the subject of cooperative purchase contracts whereby another governmental entity has competitively solicited, selected and contracted with a Contractor for substantially the same services and pricing as the services that are needed by the town; and

WHEREAS, the City of Vero Beach solicited through a competitive solicitation process pursuant to applicable laws, substantially the same pavement management services as are now sought by the Town; and

WHEREAS, on February 19, 2019, the Contractor entered into that certain contract number SRVC-74-2019 with the City of Vero Beach, whereby it contracted to provide pavement management services based upon certain pricing terms associated with the City's traffic and transportation infrastructure, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to enter into this contract with Contractor whereby the Contractor will provide the Town with pavement management services in accordance with the pricing, terms, and conditions of the contract the Contractor entered into with the City of Vero Beach.

NOW THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct and are incorporated herein.

2. The Contractor acknowledges that it is required to comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the Town to perform the services which are the subject of this contract.
 - b. Upon the request of the Town, provide any such public records.
 - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this contract, and following completion of this contract if the Contractor does not transfer the records which are part of this contract to the Town.
 - d. Upon the completion of the term of the contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the contract. If the Contractor transfers all public records to the Town upon completion of the term of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
 - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. The Contractor hereby affirms and ratifies the terms, pricing, and conditions of its contract with the City of Vero Beach and agrees to provide to the Town the same pavement management services based upon the same terms, conditions and pricing as are set forth in its contract executed with City of Vero Beach on February 19, 2019, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the pavement management services of the Contractor based upon the same terms, pricing and conditions as set forth in the contract with the City of Vero Beach.
5. This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions,

and in the United States District Court for the Southern District of Florida for any federal actions.

- 6. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this contract.
- 7. If either party is required to initiate a legal action to enforce this contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including any for appeals.

IN WITNESS WHEREOF, the parties hereto have made and execute this contract as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: 
Vivian Mendez, Town Clerk

By: 
Michael O'Rourke, Mayor



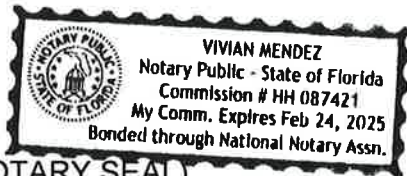
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

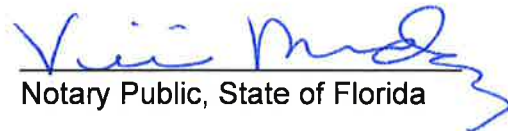
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 16 day of March 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



(NOTARY SEAL)


Notary Public, State of Florida

Pavement Management Group.:

By: [Signature]
Its: CEO

JAMES GOLDEN III

Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 8 day of March 2022 by James Golden III as CEO of Pavement management Group and who is personally known to me or has produced Ohio Driver License as identification.



[Signature]
Notary Public, State of Florida

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