

AGREEMENT FOR A PAVEMENT MANAGEMENT SYSTEM SOFTWARE
(Utilizing The City of Dunedin Contract)

THIS AGREEMENT FOR A PAVEMENT MANAGEMENT SYSTEM ("Agreement") is made as of the _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY"), and **ROADWAY MANAGEMENT TECHNOLOGIES, LLC** a Arkansas Limited Liability Company authorized to do business in the State of Florida, located at PO BOX 678325, Orlando, FL 32867 ("CONTRACTOR").

RECITALS

WHEREAS, the CITY's Public Works Department is in need of a Contractor to provide for a pavement management system; and,

WHEREAS, the CITY's Procurement Policy and Code authorizes the purchases of goods and services through "piggybacking" other governmental competitively procured contracts; and

WHEREAS, on May 28, 2024, the City of Dunedin competitively awarded the CONTRACTOR a contract for a Pavement Management System based on the City of Dunedin's Request for Proposal (RFP#24-1260) ("City of Dunedin Contract") valid until June 30, 2028; and

WHEREAS, the City of Dunedin authorizes the CONTRACTOR to extend the terms and conditions of the City of Dunedin Contract to other government entities at the discretion of the CONTRACTOR; and

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the City of Dunedin Contract to the CITY; and

WHEREAS, the CITY has reviewed the Cost Element and Pricing Sheet for Services for the duration of the Agreement from the City of Dunedin Contract, as provided in **Exhibit "A"**, determined that the Cost Element and Pricing Sheet for services are competitive and will result in the best value to the CITY; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract. The City of Dunedin Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The CITY shall have all rights and obligations of City of Dunedin under the City of Dunedin Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the City of Dunedin Contract and valid until June 30, 2028 unless earlier terminated in accordance with the Contract terms. This Agreement may be extended and renewed consistent with extensions and renewals of the City of Dunedin Contract.
3. Purchase Orders. The CITY's ordering mechanism for the work under this Agreement shall be a CITY issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the City of Dunedin Contract shall take precedence over the terms and conditions stated in the CITY issued Purchase Order. The CONTRACTOR shall not provide any work under this Agreement without a CITY issued

Purchase Order specifically for this purpose. The CONTRACTOR shall not perform work which is outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the City of Dunedin Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits);
- b. The City of Dunedin Contract; and,
- c. The City issued Purchase Order.

5. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. All invoices and payments, including late payments and penalties, shall be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq, Florida Statutes). CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S 's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, 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.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
 - E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
 - F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
 - G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, 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.
 - H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
 - I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
7. Public Records. The CONTRACTOR shall comply with Florida's Public records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- A. Keep and maintain public records required by the CITY to perform the service.
 - B. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
 - D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps

and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITY CLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

8. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

8. E-Verify.

Pursuant to Section 448.095(5), the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. An affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- D. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,

- E. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

9. Section 787.06, Florida Statutes Compliance

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Roadway Management Technologies as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: ROADWAY MANAGEMENT TECHNOLOGIES, LLC

[Corporate Seal]

By: *Candler McCollum*
Authorized Representative

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 8th day of July, 2025, by Candler McCollum, as the Ceo [title] of Roadway Management Technologies, LLC a company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Roadway Management Technologies, LLC to the same.

Belinda L Miller
Notary Public Signature

Notary Seal:

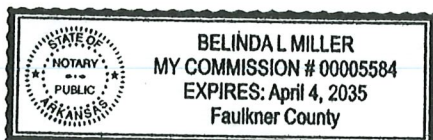


EXHIBIT “A”
(Contractors’ Cost Element and Pricing Sheet-2 Pages)



ATTACHMENT A

COST ELEMENT FOR ROADWAY DATA, WORK ORDER, INVENTORY MANAGEMENT
SOFTWARE, AND EQUIPMENT DEVICE PACKAGE

1. Annual Software Licenses Total.....\$35,178.00
 1. Passive Road Survey Software License.....\$35,178.00
 2. Annual Maintenance Fee.....Included with Software Licenses
 3. Hardware Installation Cost.....Included with Software Licenses
 4. End User Remote Training- total of 24 hours.....Included with Software Licenses
 5. Tech Support- 7am-6pm CST.....Included with Software Licenses
2. Cost of Equipment
 1. RoadRunner Road Survey Hardware.....Included with Software Licenses
 2. Road Imaging Hardware.....Included with Software Licenses

Optional Elected Integration Services:

1. Additional Devices
 - (A) *iPad 9th Gen 10.2 inch Tablet with unlimited data.....*\$525.00 per unit per year
 - (B) Additional Add-Ons
 - i. *Tablet Rugged Case.....*\$50 per unit
 - ii. *Tablet Vehicle Mount.....*\$85 per unit
2. Cost of Legacy System Data Migration (40 hrs).....Included with Software Licenses
 1. *Additional Integration/Migration.....*\$150.00 per hour
3. Custom Development
 1. *Custom Development.....*\$10,000 per 40 hours
4. End User Remote Training (24 hrs).....Included with Software Licenses
 1. *Additional On-Site Training.....*\$3,200.00 per 16 hour session

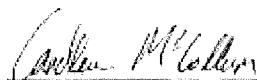
NOTE: * = optional Add-On

Total Annual Base Cost (Licenses, Maintenance, Fleet and Survey Hardware, Installation, Remote Training): **\$35,178.00**

Add-On Cost (tablets, accessories, additional integration, or training hours): **Dependent on Agency Selections**

Roadway Management Technologies, LLC
COMPANY

May 28, 2024
DATE


Candler McCollum, Member/Chief Executive Officer
AUTHORIZED SIGNATURE, NAME, TITLE



ATTACHMENT B

Roadway Management Technologies, LLC
425 W Capitol Ave, Ste 1202 | Little Rock, AR, 72201

Date: 5/28/2024

Pricing Sheet

City of Dunedin, Florida
737 Loudon Avenue
Dunedin, FL 34698

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License	\$35,178.00	1	\$35,178.00
TOTAL			\$35,178.00

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

Hardware Installation Period: Dates will be determined once Agency has provided all information contained in Attachment C.

Subscription Periods: 07/01/24 - 06/30/25 (midnight) Total: \$35,178.00

07/01/25 - 06/30/26 (midnight) Total: \$35,178.00

07/01/26 - 06/30/27 (midnight) Total: \$35,178.00

07/01/27 - 06/30/28 (midnight) Total: \$35,178.00