

# AGREEMENT

*between*

**THE CITY OF COCONUT CREEK**

*And*

**PSI TECHNOLOGIES INC.**

*for*

**WASTEWATER PUMPS, NEW AND REPLACEMENT PARTS AND EQUIPMENT, AND SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 2019 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and PSI Technologies Inc. a Florida corporation authorized to transact business in the State of Florida with offices located at 3520 Investment Lane, Unit No. 3, Riviera Beach, FL 33404 (the "Vendor") to provide WILO USA LLC repair services, purchase of OEM new products and equipment repair parts, and OEM repair and replacement parts, as a Single-Source Vendor on an as needed basis.

Now therefore, in consideration of the mutual covenants hereinafter set forth, City and Vendor agree as follows:

**1. The Contract Documents**

The contract documents consist of this Agreement, the Vendor documentation, and Attachment "A" Price Schedule (attached hereto as Attachment "A"), Attachment "B", all addenda issued subsequent to execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control.

**2. The Work**

The Vendor shall perform all work for the City required by the contract documents, Attachment "A", and "B" as set forth below on an as needed basis:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or Vendors, if any, with respect to the work and services described herein. The Vendor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

**3. Contract Price**

The Agreement shall be performed in current funds with pricing pursuant to Attachment "A" - Price Schedule and as per the approved budget. All prices proposed by the Vendor shall remain fixed and firm for a period of ninety (90) calendar days, from the date of this Agreement, unless otherwise stated by the City. All pricing must include delivery and be quoted FOB Destination.

**4. Contract Term**

The initial Agreement period shall be for three (3) years commencing on the date written on the first page of this Agreement.

**5. Contract Extension**

The City reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Agreement amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Agreement is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this Agreement, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6. Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this Agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City shall require a "**first priority**" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7. Payments**

Payment is based on the hourly rate and percentage discounts provided. Payment shall be rendered ONLY upon the City's satisfaction of goods and services rendered. Hourly rate shall include, but is not limited to, all supervision, labor, equipment, tools, machinery, transportation, travel, mobilization, demobilization, manpower, fuel, tools and other facilities/services or any other incidental expenses necessary to fully and completely provide the service(s) as specified herein. No additional compensation shall be offered or paid. Payments will be made in accordance with Chapter 218, Part VII, Local Government Prompt Payment Act, Florida Statutes. Funding for this Agreement is contingent on availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor. The City's Visa Credit Card will be the method of payment for this project.

**8. Indemnity/Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to Vendor for the work of the Agreement shall constitute specific consideration to Vendor for the indemnification to be provided under the Agreement. The Vendor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Vendor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

**9. Public Entity Crimes Statement**

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, 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 for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a Vendor, 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 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**10. Independent Vendor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent Vendor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

## **11. Termination**

### **11.1 Termination for Cause: Immediate**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately upon receipt of notice as provided in section 8, "Notice," above. The notice for immediate termination shall state the date of termination and Contractor shall discontinue all work under this contract on that date. In the event of immediate termination by the City shall have all legal and equitable remedies available to it, and may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprourement and cover.

### **11.2 Termination for Cause: Time to Correct**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor consistent with section 8, "Notice," above, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Contractor to correct the conditions to the satisfaction of the City. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Contractor requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages arising from the default and breach of the contract.

### **11.3 Termination for Convenience of City**

Upon thirty (30) calendar days written notice to the Contractor as provided in Section 18, "Notice," below, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

## **12. Anti-Discrimination**

That Vendor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression or veteran, or service member status, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Vendor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran, or service member status.

### 13. **Gratuities and Kickbacks**

**13.1 Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

**13.2 Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to Vendor or higher tier subcontractor any person associated therewith, as an inducement of the award of a subcontract or order.

**13.3 Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

### 14. **Public Records**

Vendor shall keep such records and accounts and require any and all Vendors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Vendor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Vendor is a Vendor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Vendor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Vendor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the services. If the Vendor transfers all public records to the City upon completion of the services, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the services, the Vendor 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, in a format that is compatible with the information technology systems of the **City**.

- e) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Vendor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**15. Assignment and Subcontracting**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor.

**16. Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

VENDOR

Eric Doverspike, PD  
PSI Technologies Inc.  
3200 Investment Lane, Unit No. 3  
Riviera Beach, FL 33404  
Phone: 305-998-1371  
Email: eric@psi-tech.com  
Website: www.psi-techinc.com

**17. Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**18. Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit in and for Broward City, Florida or in the United States District Court for the Southern District of Florida.

**19. Signatory Authority**

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

**20. Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**21. Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor and City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

**22. Insurance Requirements**

If the Vendor is required to go on to City of Coconut Creek property to perform work or services as a result of contract award, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Throughout the term of this contract, Vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

**22.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

**22.2 Commercial General Liability**

Commercial General Liability insurance, that covers commercial general liability, premises-operations, explosion & collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent Vendors, and personal injury, with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage, and in the aggregate \$2,000,000.00. Policies must include cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

**22.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

**22.4 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above. A waiver of subrogation in favor of the City applies to the general liability, business automobile liability, and workers' compensation policies.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance. All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek  
Purchasing and Contracts Division  
Attn: Risk Manager  
4800 West Copans Road  
Coconut Creek, Florida 33063

General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by Vendor with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

#### **22.5 Insurance Company and Agent**

All insurance policies herein required of the Vendor shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

#### **23. Scrutinized Companies pursuant to Section 287.135 and 215.473**

Vendor must certify that the company is not participating in a boycott of Israel. Vendor must also certify that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

#### **24. Cleaning Up**

The Vendor at all times shall keep City premises free from accumulation of waste materials or rubbish caused by Vendor's operations. At the completion of the work Vendor shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to a condition suitable for use by the City.

#### **25. Uncontrollable Circumstances ("Force Majeure")**

The City and Vendor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including fire, flood, explosion, strikes, or other labor disputes,



act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage or any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d) The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period of excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Vendor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## **26. Warranties**

### **26.1 Warranty of Title**

The Vendor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Vendor possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

### **26.2 Warranty of Specifications**

The Vendor warrants that all goods, materials and workmanship furnished, whether furnished by the Vendor or its sub-Vendors and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

### **26.3 Warranty of Merchantability**

The Vendor warrants that the goods to be supplied pursuant to the contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

### **26.4 Warranty of Material and Workmanship**

The Vendor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Vendor shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Vendor a written acceptance of such condition.

**26.5** The Vendor warrants to the City that it will comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the contract.

**26.6** The Vendor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other

legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

**26.7** The Vendor warrants to the City that the consummation of the work provided for in the contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or Agreement to which the Vendor is a party.

**26.8** The Vendor warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

**26.9** All warranties made by the Vendor together with service warranties and guarantees shall run to the City and the successors and assigns of the City.

**27. Catalogs, manufacturer suggested retail prices (MSRP), etc.**

Upon request the vendor shall supply at no charge current catalogs and/or MSRP's. The vendor shall update and keep all catalogs and MSRP's current throughout the term of the contract. When a revision to the manufacturer's catalog is made and/or MSRP occurs which includes the addition of new products within the scope of this solicitation, the discount and the net price of the new products must be equal to or better than the discount and price of items originally included in this Agreement.

**28.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and PSI Technologies Inc. signing by and through its President, Eric Doverspike duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen M. Brooks, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leslie Wallace May  
City Clerk

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

\_\_\_\_\_  
Date

[Vendor's Signature to Follow]

**PSI TECHNOLOGIES INC.**

ATTEST:

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of Eric Doverspike,  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA:

:SS

CITY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the City aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_ a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

**ATTACHMENT 'A'**

**WILO USA, LLC WASTEWATER PUMPS,  
NEW AND REPLACEMENT PARTS AND EQUIPMENT, AND SERVICES**

**PRICE SCHEDULE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
1.	Standard rate for repairs on-site as specified herein.	Hourly	\$125.00

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>SINGLE FIXED PERCENTAGE DISCOUNT FROM CURRENT MSRP</b>
2.	Wilco USA, LLC new products and equipment	30%
3.	Wilco USA, LLC OEM repair/replacement parts	20%

## ATTACHMENT 'B'

### TERM CONTRACT SPECIFICATIONS

#### WILO USA, LLC WASTEWATER PUMPS, NEW AND REPLACEMENT PARTS AND EQUIPMENT AND SERVICES

**1. Purpose and Intent**

The sole purpose and intent of this Single-Source is to secure firm pricing and establish a term contract for repair services and purchase of WILO USA LLC Wastewater pumps, new, and replacement parts, and equipment and services for the City of Coconut Creek on an as needed basis.

**2. Additional Items/Duties**

The City may require additional items/duties of a similar nature, but not specifically listed in the Agreement. The Vendor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in this Agreement. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other Vendors, or to cancel the contract upon giving the Vendor thirty (30) days written notice.

**3. Risk of Loss**

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Vendor until the completion of the project and inspection and acceptance of the project by the City.

**4. City's Responsibilities**

- Order services on an as needed basis
- Provide access to work area and equipment

**5. Vendor's Responsibilities**

- Be bound by all terms, conditions, and requirements of this Agreement
- Provide service for equipment on-site during normal working hours, Monday through Thursday, 7:00 a.m. to 6:00 p.m.
- Be responsible for all travel and associated expenses to and from their facility
- Provide emergency call-out service, unscheduled service, as required
- Perform all services in accordance with manufacturer's requirements / specifications and all applicable city, state, federal and safety regulations
- Provide the designated City Contract Administrator with a written estimate containing the following, but not limited to, a scope of work, estimated number of hours to complete work, list of necessary parts with pricing, and an estimated time of completion for each job
- Obtain written approval prior to commencement of work
- Coordinate scheduling of work with the designated City Contract Administrator
- Provide all labor, tools, parts, materials, and accessories necessary to complete repairs
- Be required to supply OEM replacement parts or the manufacturers approved equal
- Return all parts to the City, to be disposed of at City's discretion

**6. City Acceptance**

Payment shall be rendered ONLY upon the City's acceptance of completed services. Acceptance is defined as the work being completed and signed off by the designated City Contract Administrator.

**7. Repair Services**

The City shall pay for actual work performed and accepted onsite.