

## AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and RenoSys Corp. (hereafter referred to as “Contractor”), a Florida Corporation authorized to do business in Florida whose address is 2825 E 55<sup>th</sup> Pl., Indianapolis IN, 46220.

WHEREAS, the City desires to retain the Contractor to provide pool liner repair and replacement services in accordance with the City’s Invitation to Bid (ITB) 2023-056 and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter to set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid 2023-056, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide pool liner repair and replacement services pursuant to the specifications accompanying the City’s Invitation to Bid 2023-056, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit “A”, according to the terms and specifications of the referenced solicitation.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: RenoSys Corp.  
2825 E 55<sup>th</sup> Pl  
Indianapolis, IN 46220  
Attn: Stewart Mart  
Phone: 317-251-0207  
Email: [johnathanr@renosys.com](mailto:johnathanr@renosys.com)

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. E-Verify. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

## ARTICLE 5. CONTRACT TERM

This Agreement shall remain in effect until completion of the project, unless otherwise amended in writing or terminated in accordance with the terms of this Agreement.

## ARTICLE 6. INSURANCE

Contractor shall provide certificates of insurance to the City evidencing its insurance coverage and naming the City as an additional insured. Such insurance shall be in an amount and form as described in Exhibit "B" and shall be delivered to the City prior to execution of this Agreement. If Contractor fails to provide the certificates of insurances in a form acceptable to the City, the City may immediately terminate this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates hereinafter written.

**CITY OF DELRAY BEACH**

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

**RENOSYS CORP.**

[SEAL]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

EXHIBIT A  
FEE SCHEDULE

**RenoSys Corp.**

Bld Contact **Johnathan Roberts**  
**johnathanr@renosys.com**  
**Ph 317-734-3309**

Address **2825 E 55th Place**  
**Indianapolis, IN 46220**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITB 2023-056-01-01	Pool Liner Repair and Replacement	<b>Supplier Product Code:</b> First Offer - <b>Supplier Notes:</b> FL Contractors License #CPC1456886	\$82,688.00	1 /each	\$82,688.00 Y
					Supplier Total \$82,688.00

## EXHIBIT B

### INSURANCE

Contractor shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

Contractor must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

Contractor shall provide insurance coverage as follows:

#### a. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation. Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate.

#### b. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured. NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse, or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Division located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.