

AGREEMENT FOR THE PURCHASE
OF A MADVAC LN50 DIESEL ALL-TERRAIN LITTER VACUUM

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of August 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Omega Liquid Waste Solutions LLC, 1753 Yvonne-Huot, Levis, Quebec, Canada G7A 5N4 ("Vendor").

WITNESSETH THAT

WHEREAS, the Town issued ITB #121-2026 - Re-Bid Electric or Diesel All-Terrain Litter Vacuum on June 10, 2026, for the purchase of one new electric or diesel all-terrain litter vacuum, or approved equivalent ("Equipment"); and

WHEREAS, Vendor submitted a bid in response to ITB #121-2026 offering both electric and diesel alternatives, including a Madvac LN50 Diesel All-Terrain Litter Vacuum; and

WHEREAS, after evaluation of the submitted alternatives, the Town selected Vendor's diesel option in the total amount of \$76,792.00 as the option determined to provide the best overall value and operational suitability for the Town; and

WHEREAS, the Town desires to enter into this Agreement with Vendor for the purchase and delivery of the Equipment;

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants contained herein, agree as follows:

1. Scope of Purchase

Vendor shall furnish and deliver one new Madvac LN50 Diesel All-Terrain Litter Vacuum meeting or exceeding the requirements of ITB #121-2026 and Vendor's submitted bid. The purchase shall include the equipment, standard features, accessories, consumables, spare filter package, overhead sunshield option, freight, delivery, preparation, initial operator and maintenance training, and warranty coverage included in Vendor's accepted diesel option. ITB #121-2026, Vendor's submitted bid and supporting product and warranty documentation are incorporated into this Agreement by reference. Vendor identified no exceptions or deviations to the solicitation requirements.

2. Warranty

The Equipment shall be provided with the applicable Madvac manufacturer's limited equipment warranty for twelve (12) months or 1,000 operating hours, whichever occurs first, from the date of delivery. The warranty shall include eligible parts and labor necessary to correct defects in materials or workmanship under normal operating conditions and proper maintenance. The Kubota diesel engine shall be separately covered for twenty-four (24) months or 2,000 operating hours, whichever occurs first, in accordance with the applicable manufacturer warranty terms.

3. Delivery, Acceptance, and Training

Vendor shall deliver the Equipment to the Town of Lake Park Public Works Department, 650 Old Dixie Highway, Lake Park, Florida 33403, unless otherwise directed by the Town. Delivery shall

be coordinated with the Town following execution of this Agreement and issuance of the applicable purchase order. Final acceptance shall occur only after the Town inspects the Equipment, confirms conformity with the awarded bid, and receives the required owner and maintenance manuals, warranty documentation, parts information, keys, accessories, diagnostic information if available, standard manufacturer-supplied tools, and initial operator and maintenance training.

4. Compensation

The Town shall pay Vendor a total amount not to exceed \$76,792.00 for the Equipment and all items included in Vendor's accepted diesel option. The purchase price includes freight, delivery, destination charges, preparation, training, warranty, and the accessories and related items included in the awarded bid. Payment shall be made following delivery, inspection, and final acceptance by the Town in accordance with the Town's normal payment procedures.

5. Public Records and Legal Compliance

Vendor shall comply with Florida's Public Records Law, Chapter 119, Florida Statutes, including all requirements applicable to contractors providing goods or services to a public agency. Vendor shall also comply with all applicable federal, state, county, and local laws, rules, ordinances, and regulations governing the Equipment and this transaction.

6. Entire Agreement

This Agreement, together with the incorporated solicitation, Vendor's accepted bid, supporting product documentation, warranty documentation, and any exhibits approved by the Town, constitutes the entire agreement between the parties regarding this purchase and supersedes prior negotiations, representations, or agreements concerning the same purchase, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Rodger Michaud, 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 ____ day of _____
2026 by Rodger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Omega Liquid Waste Solutions LLC:

By: _____

By: _____

Printed Name

Its: _____

Printed Name

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____
2026 by _____, as _____ of
_____, and who is personally known to me or has produced
_____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida