

AGREEMENT FOR GOODS AND SERVICES
(Modular Buildings, Portable Storage and Relocatable Walkways)

THIS AGREEMENT FOR GOODS AND SERVICES (MODULAR BUILDINGS, PORTABLE STORAGE AND RELOCATABLE WALKWAYS) (“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 **Williams Scotsman, Inc.** a corporation authorized to do business in the State of Florida, located at 375 Kelly Drive, West Palm Beach, FL 33411 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s is in need of a company to provide Modular Buildings, Portable Storage and Relocatable Walkways; and,

WHEREAS, on October 1, 2021, Omnia Partner Region 4 Education Service Center (ESC), competitively awarded the Agreement for Modular Buildings, Portable Storage, and Relocatable Walkways based on Region 4 Education Service Center (ESC)’s Request for Proposal (RFP#21-05); (“ESC Contract) to the CONTRACTOR valid for three (3) years until October 1, 2024; with the option to renew for two (2) additional one-year (1) year period (s); and

WHEREAS, the CITY is a registered member of Omnia partners cooperative purchasing group; and

WHEREAS, the ESC Contract states that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit may purchase products and services at prices indicated in the ESC Contract upon the Public Agency’s registration with OMNIA Partners; and

WHEREAS, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through cooperative Agreements; and

WHEREAS, the CITY has requested and the CONTRACTOR has provided four (4) proposals for the Modular Buildings, Portable Storage and Relocatable Walkways; and

WHEREAS, the CITY has reviewed the proposals and prices from the CONTRACTOR, as provided in **Exhibit “A”**, and determined that the prices 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, the CITY hereby engages the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall commence upon the approval of this Agreement by the CITY’s City Commission and the CITY’s issuance of a Notice to Proceed and shall expire at the delivery of all goods and completion of all services by the CONTRACTOR as set forth herein.

2. SPECIFICATIONS

2.1 The specifications set forth in the CONTRACTOR's four (4) proposals attached hereto as **Exhibit "A"** details all goods and services to be provided by the CONTRACTOR to the CITY for the Modular Buildings, Portable Storage and Relocatable Walkways.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.4 The goods and services shall be provided by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The goods and services shall be provided and completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the provision of all goods and services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 The CITY shall utilize a Purchase Order for the purchase of the Modular Buildings, Portable Storage and Relocatable Walkways under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply. The CITY issued Purchase Order shall be incorporated into this Agreement by reference upon issuance.

4.2 Should the CITY require additional goods and services, which additional goods and services are not included in Exhibit "A" the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

5. MAXIMUM COSTS

5.1 The CITY shall compensate the CONTRACTOR for the goods and services set forth in Exhibit “A” in an amount not to exceed One Million Ninety-Seven Thousand, Ninety-Two Dollars and Seventy-Five cents (**\$1,097,092.75**). The Agreement allows for additional Fifty Thousand Dollars (\$50,000) as a contingency for unforeseen modifications and potential additional changes requested by the CITY (“Contingency”). Prior to incurring any costs to be covered by the Contingency, the CONTRACTOR must submit a written request to the CITY and the CITY must approve such request in writing. If the use of the Contingency is approved by the CITY, the CITY will authorize the payment of the Contingency (or portion thereof) by issuing an additional Purchase Order or Change Order, which will be incorporated into this Agreement by reference.

6. INVOICE

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the goods and services upon delivery, and final acceptance of the goods and all services by the CITY. Final acceptance occurs when the unit becomes fully operational and accepted by the CITY and the CITY receives the required training. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all goods and services.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

6.3 CONTRACTOR shall issue an invoice to CITY at the time of execution of this Agreement and at the time of Delivery for amounts as agreed upon by the Parties.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR’s performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY. CITY provides CONTRACTOR a nonexclusive, irrevocable, unlimited, perpetual, royalty-free right and license to reproduce, adapt, distribute, make, have made, and use in any manner whatsoever any such documents prepared by CONTRACTOR subject to non-disclosure of any relationship to CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the specifications or goods and services to be provided or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR’s sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely provide the goods and services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR shall be entitled to a proportionate amount of the not to exceed amount set forth herein (and Contingency if approved by the CITY) for the goods and services which have been satisfactorily completed by CONTRACTOR as of the date of termination. No compensation shall be paid for lost profits or consequential damages incurred by CONTRACTOR due to termination of this Agreement under this paragraph.

11.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after ten (10) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement and may pursue any and all legal remedies for the CITY's breach.

12. INSURANCE

12.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, and employees, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees at all stages of litigation including any appeals) to the extent arising out of or alleged to have arisen out of the negligence of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilizes in providing the goods and services under this Agreement. Nothing in this provision shall require the CONTRACTOR to indemnify, defend, or hold harmless the CITY, or its officers, agents, employees or representatives for their own negligence. The CITY shall be responsible for the negligence of its employees, officers, and agents.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

14.6 Notwithstanding any other provision in this Agreement, neither party shall be liable to the other party for any consequential damages arising out of or related to this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 The contractual agreement between the CITY and CONTRACTOR consist of the terms and conditions in this Agreement, the CONTRACTOR's four (4) proposals (**Exhibit "A"**), and the CONTRACTOR's Sales Agreement Additional Terms and Conditions (as modified by the parties) and attached hereto as **Exhibit "B"**. Except for the aforementioned documents, there are no other agreements which make up the contractual

agreement of the parties. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such contract documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement, Exhibit "A" and Exhibit "B" supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein or attached hereto shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

18.1 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.

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and exclusive venue shall be in Palm Beach County, Florida.

19.2 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.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the delivery of the goods and completion of the services under this Agreement.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified

in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager/Purchasing Division
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Williams Scotsman, Inc.
Attn: Kevin Whalen
375 Kelly Drive
West Palm Beach, FL 33411

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

25. PUBLIC ENTITY CRIMES

25.1 CONTRACTOR acknowledges and agrees that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

26. PREPARATION

26.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

27. PALM BEACH COUNTY INSPECTOR GENERAL

27.1 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.

28. ENFORCEMENT COSTS

28.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

29. PUBLIC RECORDS

29.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

29.2 Keep and maintain public records required by the CITY to perform the services under this Agreement.

29.3 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 copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

29.4 Ensure that said 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 the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

29.5 Upon the completion of the 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 services. 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, 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 AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

30. COPYRIGHTS AND/OR PATENT RIGHTS

30.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

31. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

31.1 CONTRACTOR certifies that all material, equipment, etc., contained in this agreement meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

32. FEDERAL AND STATE TAX

32.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

33. PROTECTION OF PROPERTY

33.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or others utilized by the CONTRACTOR under this Agreement. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

34. WARRANTY

34.1 CONTRACTOR's limited warranty is set forth in Exhibit "B" and shall apply to this Agreement.

35. SCRUTINIZED COMPANIES

35.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

35.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

35.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

35.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

35.5 The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

35.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

36. E-VERIFY

36.1 Pursuant to Section 448.095, Florida Statutes, the CONTRACTOR shall:

36.2 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

36.3 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

36.4 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

36.5 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

36.6 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

36.7 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (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 the Agreement.

37. SURVIVABILITY

37.1 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.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Modular Buildings, Portable Storage and Relocatable Walkways) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

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: **WILLIAMS SCOTSMAN, INC.**

By: Steve Taub

[Corporate Seal]

Print Name: Steve Taub

Title: Associate General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 26th day of February 2024, by Steve Taub, as the Associate General Counsel [title] of Williams Scotsman, Inc., a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

NOTARY SEAL:

Notary Public Signature



Exhibit "A"
Contractor's Four (4) Proposals
(Eight (8) pages total)



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639535
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Sale Agreement For New Equipment With Limited Warranty

Buyer: City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	Contact: Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	Ship To Address: 10 S Ocean Blvd Lake Worth Beach, FL 33460, US Delivery Date (on or about):06/28/24
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Unit Description and Pricing	Quantity	Price	Extended
60x12 Mobile Office or Similar Maintenance	1	\$ 110,972.39	\$ 110,972.39
Delivery - 12' wide	1	\$ 2,781.40	\$ 2,781.40
Standard Vinyl Skirting	1	\$ 4,384.48	\$ 4,384.48
Standard Setup and Anchor	1	\$ 4,436.24	\$ 4,436.24
Hitch installation	1	\$ 304.48	\$ 304.48
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Life Safety Plans	1	\$ 685.07	\$ 685.07
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	1	\$ 639.72	\$ 639.72
State Approved Building Plans	1	\$ 837.31	\$ 837.31
Total Purchase Price Including Delivery And Installation (If Applicable)*:			\$ 141,983.74
Total Purchase Price Including Delivery And Installation (If Applicable)* Including Estimated Taxes:			\$ 151,922.58

Scope Of Work

OMNIA 2198936

Summary of Charges

Model: 60x12 Mobile Office or Similar	QUANTITY: 1	Total Charges for(1) Building(s): \$ 141,983.74
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 151,922.58



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639535
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Payment Terms

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

Acknowledgement

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

Signatures

BUYER (Name): City of Lake Worth Beach	SELLER: Williams Scotsman inc
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:

No thanks. Please mail my invoices to:
 7 North Dixie Highway
 LAKE WORTH, FL 33460, US



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639563
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Sale Agreement For New Equipment With Limited Warranty

Buyer: City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	Contact: Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	Ship To Address: 10 S Ocean Blvd Lake Worth Beach, FL 33460, US Delivery Date (on or about):06/28/24
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Unit Description and Pricing	Quantity	Price	Extended
60x24 Modular (56x24 Box) Lifeguards	1	\$ 197,028.57	\$ 197,028.57
Delivery - 12' wide	2	\$ 5,562.81	\$ 11,125.62
Standard Complex Setup and Anchor	1	\$ 6,841.62	\$ 6,841.62
Standard Complex Vinyl Skirting	1	\$ 5,882.51	\$ 5,882.51
Hitch installation Hitch Removal	1	\$ 608.96	\$ 608.96
State Approved Building Plans	1	\$ 837.31	\$ 837.31
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
Installation of steps	1	\$ 159.85	\$ 159.85
ADA/IBC Steps - Sale	1	\$ 2,208.99	\$ 2,208.99
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	2	\$ 1,279.45	\$ 2,558.90
Life Safety Plans	1	\$ 685.07	\$ 685.07
Total Purchase Price Including Delivery And Installation (If Applicable)*:			\$ 244,880.05
Total Purchase Price Including Delivery And Installation (If Applicable)* Including Estimated Taxes:			\$ 262,000.57

Scope Of Work

OMNIA 2198936

Summary of Charges

Model: 60x24 Modular (56x24 Box)	QUANTITY: 1	Total Charges for(1) Building(s): \$ 244,880.05
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 262,000.57



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639563
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Payment Terms

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

Acknowledgement

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

Signatures

BUYER (Name): City of Lake Worth Beach	SELLER: Williams Scotsman inc
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:

No thanks. Please mail my invoices to:
 7 North Dixie Highway
 LAKE WORTH, FL 33460, US



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639583
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Sale Agreement For New Equipment With Limited Warranty

Buyer: City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	Contact: Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	Ship To Address: 10 S Ocean Blvd Lake Worth Beach, FL 33460, US Delivery Date (on or about): 06/28/24
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Unit Description and Pricing	Quantity	Price	Extended
60x36 Modular (56x36 Box) Utilities	1	\$ 253,993.28	\$ 253,993.28
Delivery - 12' wide	3	\$ 8,344.21	\$ 25,032.63
Standard Complex Setup and Anchor	1	\$ 10,778.51	\$ 10,778.51
Standard Complex Vinyl Skirting	1	\$ 6,722.87	\$ 6,722.87
Hitch installation Hitch Removal	1	\$ 913.43	\$ 913.43
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Life Safety Plans	1	\$ 761.19	\$ 761.19
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
Installation of steps	1	\$ 159.85	\$ 159.85
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	3	\$ 1,919.17	\$ 5,757.51
State Approved Building Plans	1	\$ 1,065.67	\$ 1,065.67
Total Purchase Price Including Delivery And Installation (If Applicable)*:			\$ 322,127.59
Total Purchase Price Including Delivery And Installation (If Applicable)* Including Estimated Taxes:			\$ 344,608.00

Scope Of Work

OMNIA 2198936

Summary of Charges

Model: 60x36 Modular (56x36 Box)	QUANTITY: 1	Total Charges for(1) Building(s): \$ 322,127.59
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 344,608.00



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639583
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Payment Terms

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

Acknowledgement

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

Signatures

BUYER (Name): City of Lake Worth Beach	SELLER: Williams Scotsman inc
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

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AP Email:

No thanks. Please mail my invoices to:
 7 North Dixie Highway
 LAKE WORTH, FL 33460, US



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639597
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Sale Agreement For New Equipment With Limited Warranty

Buyer: City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	Contact: Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	Ship To Address: 10 S Ocean Blvd Lake Worth Beach, FL 33460, US Delivery Date (on or about):06/28/24
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Unit Description and Pricing	Quantity	Price	Extended
60x36 Modular (56x36 Box) Admin Building	1	\$ 251,843.67	\$ 251,843.67
Delivery - 12' wide	3	\$ 8,344.21	\$ 25,032.63
Standard Complex Setup and Anchor	1	\$ 10,778.51	\$ 10,778.51
Standard Complex Vinyl Skirting	1	\$ 6,722.87	\$ 6,722.87
Hitch installation Hitch Removal	1	\$ 913.43	\$ 913.43
State Approved Building Plans	1	\$ 1,065.67	\$ 1,065.67
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
Installation of steps	1	\$ 159.85	\$ 159.85
ADA/IBC Steps - Sale	1	\$ 2,208.99	\$ 2,208.99
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	3	\$ 1,919.17	\$ 5,757.51
Life Safety Plans	1	\$ 761.19	\$ 761.19
Total Purchase Price Including Delivery And Installation (If Applicable)*:			\$ 322,186.97
Total Purchase Price Including Delivery And Installation (If Applicable)* Including Estimated Taxes:			\$ 344,671.54

Scope Of Work

OMNIA 2198936

Summary of Charges

Model: 60x36 Modular (56x36 Box)	QUANTITY: 1	Total Charges for(1) Building(s): \$ 322,186.97
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 344,671.54



Your Sales Representative
 Kevin Whalen
 (561) 669-5488
 kevin.whelen@willscot.com

Agreement Number: Q-1639597
 Revision: 1
 Date: 1/19/2024
 Expiration Date: 2/16/2024

Payment Terms

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

Acknowledgement

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

Signatures

BUYER (Name): City of Lake Worth Beach	SELLER: Williams Scotsman inc
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

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No thanks. Please mail my invoices to:
 7 North Dixie Highway
 LAKE WORTH, FL 33460, US

Exhibit “B”
(Contractor’s Sales Agreement (as modified by the parties)
(three (3)pages)



EXHIBIT "B"

**SALES AGREEMENT
For Single Or Multiple Unit(s)
("NEW" Equipment)**

Full Legal Name of Buyer and Address:						
City of Lake Worth Beach 7 N. Dixie Highway Lake Worth Beach, FL 33460						
Phone #:				Fax #:		
SERIAL #	SIZE/MODEL	EQUIPMENT PRICE	DELIVERY	SETUP	TAX	PURCHASE PRICE
TOTAL PURCHASE PRICE: \$						

Buyer shall pay, or shall reimburse Williams Scotsman for, any applicable taxes, licenses, titles, and fees related to the sale/installation of the Equipment. If Buyer is tax exempt, Buyer shall provide Williams Scotsman with a valid copy of Buyer's tax exempt certificate as determined by Williams Scotsman's Tax Department. Buyer remains responsible for the payment of any use tax, which Seller, as a contractor may be required to pay.

EQUIPMENT DESCRIPTION: See Attached Four (4) Proposals ("Addenda")
otherwise known as the ("Equipment")

DELIVERY DATE (approx.): _____ **WS Contract No.:** _____

PAYMENT TERMS: _____

This Sales Agreement (the "Agreement") is made this _____ day of _____, 2024, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and **The City of Lake Worth Beach**, a Florida Municipal Corporation ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth herein and on the following pages of this Agreement and as detailed on the Addenda to this Agreement. ~~The Agreement and the Addenda together form the "Contract Documents"~~.

The Addenda are as follows and are an integral part of this Agreement:
1. Williams Scotsman Quotation

Although the Contract Documents are intended to be complementary in the event of any conflict with respect to the scope of work, between the Agreement and the Williams Scotsman Quotation, the Williams Scotsman Quotation shall control.

ADDITIONAL TERMS AND CONDITIONS

1. ORDER & DELIVERY. Seller will deliver to the location indicated in the Addenda to this Agreement the Equipment being purchased by Buyer. It is understood and agreed between the parties that Seller, in reliance on the promises of Buyer contained herein, is specially ordering the Equipment described in the Agreement from the manufacturer, based on information supplied to Seller by Buyer. In so ordering this Equipment, Buyer understands that the Equipment may not be standard, readily resalable product, and that Seller is incurring extraordinary costs and expenses in ordering this Equipment from the manufacturer. Upon delivery, Buyer agrees to inspect and accept the Equipment unless defective or deficient. The Equipment is deemed finally accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by telefacsimile and in writing by regular mail addressed to Seller's address shown on Page (1) one of this Agreement within forty-eight (48) hours after receipt of the Equipment.

2. BUYER'S SITE. Buyer shall choose a firm level site accessible by truck to locate the Equipment. Buyer shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Buyer fails to provide such a site, then Buyer shall pay for any resulting additional delivery and installation charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Buyer.

3. TITLE. The parties expressly agree that title to the Equipment shall pass from Seller to Buyer only after Buyer has paid Seller the Total Purchase Price indicated in this Agreement. ~~Buyer grants to Seller a security interest in the Equipment until such time as Seller has received the Total Purchase Price for the Equipment Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney in fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment.~~ Documents of title, if any, as available to Seller, related to the Equipment will be provided to Buyer thirty (30) days after the Total Purchase Price has been received by Seller. Otherwise, all licensing, titling and permits required and/or desired by Buyer and any costs affiliated with them are the responsibility of Buyer and are to be obtained at Buyer's cost.

4. RISK OF LOSS; FURTHER LIABILITY. Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. ~~In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.~~

5. PERFORMANCE; REMEDIES. ~~If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due, or fails to perform any other term or condition of this Agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement with respect to one or more units of Equipment or the entire Agreement, at Seller's sole option; (2) repossess any or all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; (3) designate an attorney to appear for Buyer in any court of record and confess judgment against Buyer for the amount of any unpaid balance due on this Agreement with interest accrued hereon, as set out below, together with costs of suit and the sum of fifteen percent (15%) of such unpaid balance as attorneys' fees. Moreover, any balance due owed by Buyer on this Agreement not timely paid shall bear interest at the rate of one and one half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is lower; (4) exercise any and all rights and remedies available at law or in equity.~~

6. LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

7. BUYER'S REMEDIES. Buyer hereby agrees that its damages for Seller's uncured breach of this Agreement shall consist of the return to Buyer of a proportionate amount of the purchase price for the Equipment, out of funds paid by Buyer to Seller, as reasonably compensates Buyer for any uncured breach by Seller of this Agreement.

8. FOR EXPORT SALES ONLY: In the event the Equipment is to be exported from the Continental United States by Buyer, the following terms and conditions shall apply and will govern in the event of any conflict elsewhere in this Agreement:

- a. Payment shall be due in full prior to the Equipment being removed from the "Pier Delivery Location" shown in the Delivery Address on Page 1 of this Agreement.
- b. Upon delivery of the Equipment to the Pier Delivery Location, Buyer agrees to inspect and accept the Equipment. Buyer shall provide Seller with written acceptance of the Equipment prior to removing the Equipment from the Pier Delivery Location.
- c. All risk of loss or damage to the Equipment shall pass from Seller to Buyer upon delivery to the Pier Delivery Location.
- d. LIMITED WARRANTY. The Equipment referred to herein is **NEW** Equipment. Seller represents that the Equipment is in good repair and working condition. To the extent transferable Seller hereby assigns to Buyer any assignable manufacturers' warranties. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

9. MISCELLANEOUS. ~~(A) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be changed or amended only by a writing which is signed by a duly authorized representative of each party. (B) The terms of any documents submitted by Buyer (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Seller, its agents and employees. Acknowledgement by Seller of any Buyer supplied documents shall be for Buyer's billing purposes only. (C) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Buyer hereby consents to the jurisdiction of the courts of Baltimore County, Maryland for the enforcement of this Agreement. Buyer hereby waives any and all rights to and/or claims of sovereign immunity. Each party hereby irrevocably waives any right it may have to a trial by jury. (D) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing has authority to bind the respective party to this Agreement. (E) Time is of the essence with respect to the performance of this Agreement. (F) Buyer shall not assign its right or obligations under this Agreement without the prior written consent of Seller. (G) Seller shall not be responsible for delays beyond its control. (H) Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. (I) If Buyer should require Equipment that meets certain local codes and/or ordinances, Buyer shall notify Seller at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Seller makes no representations as to the Equipment's compliance with any federal, state, or local building codes, zoning ordinances, or other types of regulations or use codes. (J) Unless stated otherwise, Seller shall obtain/pay for the local transportation permits only. Buyer is responsible for obtaining and the cost of obtaining all other licenses, titles, permits, approvals, tests, inspections and fees. (K) All notices related to this Agreement shall be in writing and sent to the other party at its address stated herein. (L) The parties hereby covenant and agree that each party hereto may rely on a telefacsimile signature of the parties on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission of this Agreement and/or any Amendment hereto signed by the parties shall be deemed to be the original Agreement and Amendment for all purposes.~~

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed, and delivered this Agreement on the date noted above and below.

ACCEPTED BY:
BUYER: _____

SELLER: **WILLIAMS SCOTSMAN, INC.**

BY: _____
Signature

BY: _____
Signature

Print Name

Print Name

Print Title

Print Title

Date

Date