

City of Waukesha Services Contract

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Carrico Aquatic Resources, Inc., referred to herein as Carrico:

Recitals

The City is the owner of aquatic facilities known as Buchner Community Pool.

The City desires to engage Carrico to provide training and service related to a Enduro XL40 Robotic Cleaner.

Carrico is willing to provide training and service of the Enduro XL 40 Robotic Cleaner.

Now, therefore, the City and Carrico agree and contract as follows:

1. **Scope of Services.** Carrico shall perform the following Work at Buchner Community Pool (223 Oakland Avenue, Waukesha, WI 53186), according to the terms and conditions of this Contract:
 - a. Provide in house assembly, quality control and diagnostics related to the Enduro XL40 Robotic Cleaner.
 - b. Deliver equipment to the pool.
 - c. Provide custom onsite programming specific to the pool.
 - d. Provide onsite and ongoing training of City staff for a period of two (2) years.
 - e. Complete repairs to the equipment on the pool deck if possible; if repairs cannot be conducted on the pool deck, Carrico will provide substitute robotic cleaner at no charge to the city for the length of the warranty period.
 - f. Provide a one-year labor warranty to provide all necessary repairs at no additional charge to the City. The one-year warranty period shall begin upon execution of this agreement by the City.
 - g. Provide a two-year warranty with on-site vacuum warranty administration and repair program.
2. **City Responsibilities.** The City shall cooperate with Carrico in the performance of the Work and shall respond timely to all reasonable requests for information and access.
3. **Payment.** The City shall compensate Carrico the total sum of One thousand thirty-one and 76/100 (\$1031.75) Dollars for services rendered. Payment shall be made in full 30 days after receipt of invoice issued by Carrico after delivery of the Enduro XL40 Robotic Cleaner. Carrico may charge a late fee of 1.5% if the City does not make timely payment.
4. **Permits and Licenses.** Carrico shall be responsible, at Carrico's expense, for obtaining all permits and licenses required for the performance of the scope of services.
5. **Insurance.** At all times during Carrico's performance of the scope of services, Carrico shall maintain in force a policy of public liability insurance, and a policy of professional errors and omissions insurance, each with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, issued by an insurer licensed to do business in Wisconsin. Carrico shall provide City with a copy of the policies or other satisfactory proof of coverage upon request.
6. **Indemnification.** Carrico shall indemnify and hold the City, and the City's officers and employees, harmless from any and all damages, causes of action, judgments, obligations and all other liabilities arising from or connected in any way with the Carrico's performance of the Work.

7. **Relationship of Parties.** The City and Carrico are independent contractors, and this Contract shall not be construed to create a partnership, joint venture or any other relationship creating vicarious liability or authority for either party to bind the other to contract.
8. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Carrico shall be paid for all Work completed as of the date of termination. The City shall allow Carrico access to the facilities within 30 days of termination for removal of Carrico's equipment and/or chemicals.
9. **Notices.** Notices to the Carrico shall be mailed to Tom Carrico, President, 720 N. Parkway, Jefferson, WI 53549. Notices to the City shall be mailed or personally delivered to the attention of Ron Grall, Director, Waukesha Department of Parks, Recreation and Forestry, 1900 Aviation Drive, Waukesha, Wisconsin 53188.
10. **Corporate Authorization.** The person executing this Contract on behalf of the Carrico represents and warrants that he or she is duly authorized to do so, and that this Contract is a binding obligation of the Consultant.
11. **Costs of Enforcement.** The parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching party will pay the non-breaching party's costs incurred in such legal action, including actual attorney fees. If judgment is taken against the breaching party, then such actual costs of enforcement will be added to the non-breaching party's judgment.
12. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the parties to this Contract.
13. **Assignment.** Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Contract without the prior written consent of the other part, which consent shall not be unreasonably withheld.
14. **Severability.** If any term of this Contract is unenforceable under law for any reason, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it shall be so severed, and the remainder of this Contract shall remain in effect and enforceable.
15. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the Circuit Court for Waukesha County, Wisconsin. The parties' consent to personal jurisdiction in Wisconsin, and waive all jurisdictional defenses.

Carrico Aquatic Resources, Inc.

 Print name: _____
 Title: _____
 Date: _____

 Print name: _____
 Title: _____
 Date: _____

City of Waukesha

Shawn N. Reilly, Mayor

Date: _____

Attest: Gina L. Kozlik, City Clerk

Date: _____