

RESOLUTION NO. 14-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE AND DELIVERY OF A VALVE EXERCISING/SOFT DIG MACHINE FROM E.H. WACHS COMPANY, TOTALING \$55,472.73; PIGGYBACKING UNDER OF THE ORANGE COUNTY, FLORIDA CONTRACT NO. Y8-633-NW; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE APPROPRIATE TRANSFER; AND PAY THIS AMOUNT FROM ACCOUNT NO. 413-1430-533-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Orange County Board of County Commissioner (BCC), Florida has previously contracted with E.H. Wachs Company to purchase a soft dig machine under Contract No. Y8-633-NW; and

WHEREAS, the District will "piggyback" under this contract in order to purchase a soft dig machine from E.H. Wachs Company, in the total amount of \$55,472.73; and

WHEREAS, the purchase of this soft dig machine will eliminate the need for continuous soft dig services; and greatly improve the capabilities of the District to be self sufficient; thereby saving money in excess of \$100,000 per year; and

WHEREAS, vertical information of the District's utilities is routinely required by state and local agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the Utility Special District Board approves the purchase of a valve exercising/soft dig machine from E.H. Wachs Company, in the total amount of \$55,472.73, piggybacking under the Orange County BCC Contract No. Y8-633-NW.

SECTION 2: That the District Finance Director transfer funds in the amount of \$55,472.73 from CAP: Contingency Account No. 413-1430-533-0-5999 to CAP: Machinery & Equipment Account No. 413-1430-533-0-6405; and make payment for same under Account Number 413-1430-533-0-6405, in the amount of \$55,472.73.

SECTION 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 16th day of June, 2010.

RESOLUTION NO. 14-10UD
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



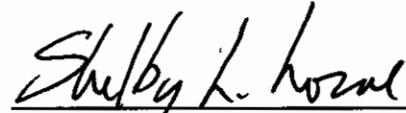
JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



GEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

D. PARDO AYE

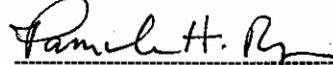
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/11/10

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 15th day of June, 2010 by and between **E. H. WACHS COMPANY**, hereinafter referred to as "**Independent Contractor**," whose mailing address is 455 Comanche Circle, Harvard, IL. 60033, and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as "**District**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the District request the right to piggy back on a recent contract resulting from an Invitation to Bid Contract No. Y8-633-NW posted by Orange County, Florida Board of Commissioners for a **Valve Exercising-Soft Dig Machine (Wachs VMT-2)** to wit, hereinafter referred to as the "BID", the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder to sell the Wachs VMT-2-Valve Exercising Machine to Orange County, Florida Board of Commissioners.

WHEREAS, the District staff desires and is authorized under Sec. 9-107 the District Procurement Code (Ordinance 2412) to utilize contract prices establishes by other governmental units "Piggy Back".

In consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Orange County, Florida Board of Commissioners Invitation to BID No. Y8-633-NW.
2. To the extent that there exist a conflict between the BID and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. The District does hereby retain the services of the Independent Contractor for the purposes of providing a Valve Exercising-Soft Dig Machine as set forth more fully in Or County BID No. Y8-633-NW herein after referred to as Exhibit "A" attached hereto and incorporated herein by reference.
4. Items to be purchased under the terms of this agreement shall be delivered to the District no later than ninety (90) days after receipt of District purchase order, the timely delivery of said materials being an essential condition of this agreement.
5. If through no fault of the District, Independent Contractor, delivers a product that is not acceptable, Independent Contractor shall be responsible for correcting and replacing and shall bear all costs associated with above.
6. The District agrees to compensate the Independent Contractor in the amount of \$55,472.73 in accordance with the fee proposal as set forth in Exhibit "A." The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The District shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the District pursuant to of the terms and conditions in Exhibit "A".
7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the District.

9. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

10. The Independent Contractor agrees that it is fully responsible to the District for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the District.

11. All of the Independent Contractor's personnel (and all Subcontractors) while on District premises will comply with all District requirements governing conduct, safety and security.

12. The District is exempt from payment of Florida State Sales and Use Taxes. The District will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District.

13. Prior to execution of this Agreement by the District, the Independent Contractor shall provide certificates evidencing insurance coverages 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 Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the District's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

14. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent 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 Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent 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 Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

16. The Independent Contractor shall indemnify and save harmless and defend the District, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

17. The Independent Contractor further agrees to indemnify, save harmless and defend the District, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which its employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the District to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

18. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor.

19. The Independent Contractor does not have the power or authority to bind the District in any promise, agreement or representation other than as specifically provided for in this Agreement.

20. The District reserves the right to make changes in the scope of purchasing the street sweeper. Upon receipt by the Independent Contractor of the District's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the District so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the District's decision to proceed with the change.

21. If the District elects to make the change, the District shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the District Clerk for the District.

22. Upon receipt of notice from the District of failure or defect of any part covered under such warranty/guaranty period, the affected parts shall be replaced promptly with new parts by the Independent Contractor at no expense to the District. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the District, the District may make repair or repairs at the expense of the Independent Contractor.

23. This Agreement and any dispute, disagreement, or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

24. 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.

25. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

26. Time is of the essence in all respects under this Agreement.

27. Failure of the District to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of District's right to enforce or exercise said right(s) at any time thereafter.

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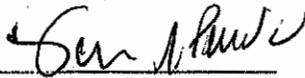
AGREEMENT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

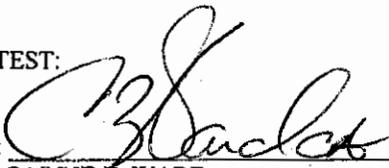
CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

INDEPENDENT CONTRACTOR

E.H. WACHS

BY: 
DAWN S. PARDO
CHAIRPERSON

BY: 
KEN REDDING
SALES REPRESENTATIVE

ATTEST:
BY: 
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
PAMALA H. RYAN
DISTRICT ATTORNEY

BY: _____
GLORIA SHUTTLESWORTH, ACM
INTERIM DIRECTOR OF UTILITIES

DATE: _____

PO#: 91816 Req No: UA003156

Vendor: SIEMENS WATER TECHNOLOGIE

SENT TO: 8489 1 SIEMENS WATER TECHNOLOGIES CO.DEPT. CH 10668 PALATINE, IL 60055-0668

SH 11 CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT 600 W BLUE HERON BLVD RIVIERA BEACH, FL 33

Order Dt: 12/17/08 FOB Point: RIV BCH Terms: NET Hist Desc:
Due Dt: 01/16/09 Ship Via: FW Batch#: 35589
Status: Closed Re-Encum: no Type: N

Message: PER RESOLUTION NO. 10-08UD

Line Description G/L Acct#	Qty Req#	Price UOM Job#	Extended	Qty Rcv	Qty Pd	Amt Exp	Open Amt
1. POLYBLEND POLYMER FEED PUMP 412-1437-533-0-6559	1.00	40,000.0000	40,000.00	.00	.00	.00	.00
2. RESOLUTION NO. 10-08 FOR THE		UA003156					
3. SOLE SOURCE PROCUREMENT OF A							
4. POLYBLEND POLYMER FEED PUMP							
5. AND BLENDING EQUIPMENT FOR THE							
6. WATER TREATMENT PLANT REHAB							
7. PROJECT IN ORDER TO EXPAND,							
8. REHABILITATE AND IMPROVE THE							
9. PERFORMANCE OF THE UTILITY							
10. DISTRICTS'S EXISTING WATER							
11. TREATMENT SYSTEM FROM SIEMENS							
12. STRANCO WAS APPROVED BY THE							
13. DISTRICT BOARD. THESE POLYMER							
14. PUMPS AND BLENDERS ARE AN							
15. ESSENTIAL AND INTEGRAL PART OF							
16. THE DISTRICT'S EXISTING WATER							
17. TREATMENT SYSTEM & THE SIEMENS							
18. STRANCO PROPRIETARY SYSTEM							
19. WILL ALSO SAVE THE DISTRICT							
20. MONEY BY ELIMINATING THE COST							
21. ASSOCIATED WITH PURCHASING A							
22. SEPARATE MIXING TANK & MIXING							
23. APPARATUS WHICH WOULD BE							
24. REQUIRED IF THE DISTRICT WERE							
25. TO PURCHASE A PUMP & BLENDING							
26. EQUIPMENT FROM ANOTHER							
27. MANUFACTURER.							
*** TOTALS ***			40,000.00			.00	.00

RESOLUTION NO. 15-1000

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE AND DELIVERY OF A JOHN DEERE 410J TMC BACKHOE LOADER AND MAINTENANCE AGREEMENT FROM NORTRAX EQUIPMENT COMPANY, IN THE TOTAL AMOUNT OF \$115,300.00; PIGGYBACKING UNDER THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES 2009-2010 CONTRACT FOR VEHICLES AND EQUIPMENT NO. 009-17-0908, SPEC #52; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE APPROPRIATE TRANSFER; AND PAY THIS AMOUNT FROM ACCOUNT NO. 412-1438-535-0-6402; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends the approval of a proposal from Nortrax Equipment Company of West Palm Beach, Florida, to purchase and make delivery of a Model 410J TMC Backhoe Loader, in the amount of \$115,330.00; and

WHEREAS, the District will piggy-back this purchase under the Florida Sheriffs Association & Florida Association of Counties' 2009-2010 Contract for Vehicles and Equipment No. 009-17-0908, Spec #52; and

WHEREAS, the main purpose for this purchase is to equip the City of Riviera Beach Utility Special District with a state of the art backhoe loader to be used to repair water and sewer broken lines; and for installing new services within the City of Riviera Beach Utility District. The current backhoe is over 10 years old, purchased in 1999. The life expectancy of this machinery is exhausted. This loader has been recommended for replacement in the City of Riviera Beach 2011 Vehicle Replacement Plan for the Utility Special District.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the Utility Special District Board approves the purchase of, in the amount of \$115,330.00 piggybacking under the Florida Sheriffs Association & Florida Association of Counties' 2009-2010 Contract for Vehicles and Equipment No. 009-17-0908, Spec #52;

SECTION 2: That the District Finance Director transfer funds in the amount of \$115,330.00 from CAP: Contingency Account No. 412-1438-535-0-5999 to CAP: Vehicles-Trucks Account No. 412-1438-535-0-6402; and make payment for same under Account Number 412-1438-535-0-6402, in the amount of \$115,330.00.

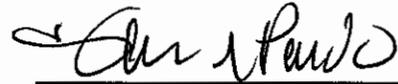
SECTION 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 16TH day of JUNE, 2010.

RESOLUTION NO. 15-10UD
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



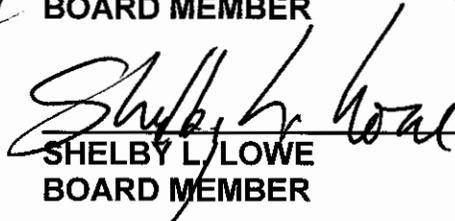
JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: B, BROOKS

SECONDED BY: J. DAVIS

D. PARDO AYE

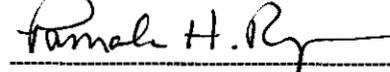
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/11/10

RESOLUTION NO. 16-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE AND DELIVERY OF A NEW AQUATECH CATCH BASIN/SEWER CLEANING TRUCK FROM PAT'S PUMP & BLOWER, OF ORLANDO, FLORIDA, IN THE AMOUNT OF \$284,900.00; PIGGYBACKING OFF THE CITY OF FT. LAUDERDALE, FLORIDA COMPETITIVE BID #592-10339; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE APPROPRIATE TRANSFER; AND PAY THIS AMOUNT FROM ACCOUNT NO. 412-1438-535-0-6402; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends the approval of a proposal from Pat's Pump & Blower of Orlando, Florida, to purchase and make delivery of a Aquatech Catch Basin/Sewer Cleaning Truck, in the amount of \$284,900.00; and

WHEREAS, this purchase will piggy-back under the City of Ft. Lauderdale, Florida Competitive Bid # 592-10339;and

WHEREAS, the main purpose for this purchase is to replace the 1989 Sewer Vacuum Truck that is inundated with numerous repairs. The new AquaTech Catch Basin/Sewer Cleaning Truck will enable staff to continue its preventative maintenance program, which consists of cleaning and collecting debris from the city sanitary sewer lines throughout the City of Riviera Beach Utility Special District; and

WHEREAS, the purchase of this equipment is part of the City of Riviera Beach 2011 Vehicle Replacement Plan, recommended by the Vehicle Maintenance Supervisor to make purchase to better serve the needs of the Utility Special District.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the Utility Special District Board approves the purchase, in the total amount of \$284,900.00, piggybacking off the City of Ft. Lauderdale, Florida Competitive Bid # 592-10339.

SECTION 2: That the District Finance Director transfer funds in the amount of \$284,900.00 from CAP: Contingency Account No. 412-1438-535-0-5999 to CAP: Vehicle-Trucks Account No. 412-1438-535-0-6402; and make payment for same under Account Number 412-1438-535-0-6402, in the amount of \$284,900.00.

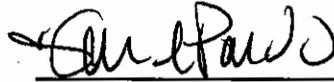
SECTION 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 16th day of June, 2010.

RESOLUTION NO. 16-10UD
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

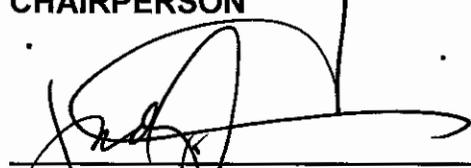


DAWN S. PARDO
CHAIRPERSON

ATTEST:



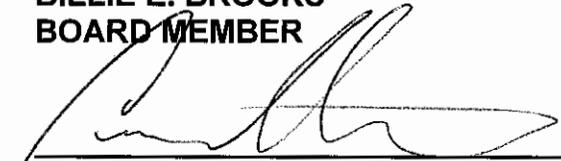
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



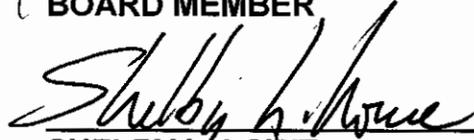
JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

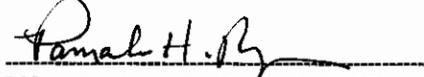
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/11/10