

RESOLUTION NO. 40-07-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH VAC-CON, INC. TO PROVIDE FOR THE REFURBISHMENT OF THE TOWN'S VAC-CON TRUCK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town previously determined that there is a need for the provision of refurbishment for its "Vac-Con" Truck 01095219, Model #V312SHA/1300 ("the vehicle"); and

WHEREAS, due to the proprietary nature of the truck, refurbishment can only be accomplished by the original equipment manufacturer, Vac-Con, Inc.; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into sole-source contracts if the department head of the originating department has documentation of the sole source nature of the procurement; and

WHEREAS, the sole source nature of the contract is documented; and

WHEREAS, on June 25, 2018, the Town received a proposal from Vac-Con Inc. to provide for the refurbishment of the vehicle; and

WHEREAS, the Town Manager has determined that the Town has budgeted funds in its current fiscal year budget which are available to fund this Agreement;

WHEREAS, Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into an agreement with Vac-Con Inc.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with Vac-Con Inc, a copy of which is attached hereto and incorporated herein as Exhibit 'I'.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER ANNE LYNCH	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution NO. 40-07-18 duly passed and adopted this 18 day of July, 2018.

TOWN OF LAKE PARK, FLORIDA

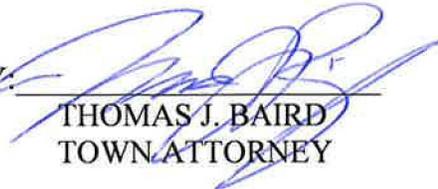
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**AGREEMENT FOR "VAC-CON" VEHICLE REFURBISHMENT BETWEEN
THE TOWN OF LAKE PARK, FL
AND
VAC-CON INC.**

THIS AGREEMENT TO PROVIDE REFURBISHMENT OF THE TOWN OF LAKE PARK'S "VAC-CON" TRUCK MODEL #V312SHA/1300 (the Agreement) , is made this 10th day of July , 2018, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and Vac-Con Inc., ("Vendor"), 969 Hall Park Road, Green Cove Springs, Florida, 32043.

WITNESSETH THAT:

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town previously determined that there is a need for the provision of refurbishment for its "Vac-Con" Truck 01095219, Model #V312SHA/1300 ("the vehicle"); and

WHEREAS, due to the proprietary nature of the truck, refurbishment can only be accomplished by the original equipment manufacturer, Vac-Con, Inc.; and

WHEREAS, per the Town's purchasing ordinance, the department head of the originating department has documentation of the sole source nature of the refurbishment; and

WHEREAS, on June 25, 2018, the Town received a proposal from Vac-Con Inc. to provide for the refurbishment of the vehicle; and

WHEREAS, in its proposal the Vendor represented that it is qualified, able and willing to satisfactorily provide the truck refurbishment; and

WHEREAS, the Town Manager has determined that the Town has budgeted funds in its current fiscal year budget which are available to fund this Agreement;

NOW THEREFORE, the Town and the Vendor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. SCOPE OF WORK

- 1.1 The Vendor shall complete the refurbishment service at its facility, and shall furnish and install all items included within its quote, a copy of which is attached hereto as Composite Exhibit "A" and made a part hereof.
- 1.2 No additional work shall be performed without written authorization from the Town.

2. RESPONSIBILITIES OF TOWN STAFF

- 2.1 The Town shall provide such space as the parties hereto mutually agree to be necessary for the Vendor to fulfill its inspection of the vehicle.
- 2.2. The Town shall deliver the vehicle to the Vendor's refurbishment facility so that work may commence.

3. PRICING

3.1

Inspection of Vehicle:	\$ 500.00
Refurbishment of Vehicle	<u>\$99,000.00</u>
Total Cost Per:	\$99,500.00

- 3.2 If any additional services are required above the scope of work listed in Quote No: 147220, Vendor shall provide written cost estimate to the Town for such services and obtain written authorization to proceed from Town before commencing the additional work.

4. PUBLIC RECORDS:

With respect to public records, the Vendor is required to:

- 4.1 Keep and maintain public records required by the Town to perform the service.
- 4.2 Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 4.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Vendor does not transfer the records which are part of this Agreement to the Town.

4.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Vendor keeps and maintains public records upon completion of the term of the Agreement, the Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

4.5 If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Agreement, the Vendor must contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

5. MATERIAL QUALITY & BRAND NAMES

5.1 All items used in the manufacture or construction of any supplies, material or equipment covered by the quote shall be new, not used, or remanufactured. The item(s) or the components of the item(s) shall be of the best quality and highest grade workmanship unless otherwise specified herein.

6. GUARANTEE AND WARRANTIES

6.1 The Vendor guarantees that it will use only technically qualified individuals in the performance of this Agreement, and will perform the services in a workmanlike manner. Vendor shall provide a one year warranty on all parts and labor.

7. CONTRACT TIME

7.1 This refurbishment of the vehicle shall be completed and invoiced within 120 calendar days after delivery of the vehicle to the Vendor's refurbishment facility. Any extension to the number of days agreed to in advance and commencing on the start date, must be requested by the Vendor to the authorized agent for the Town. The Town must agree to any extension of time in writing or liquidated damages may commence.

8. LIQUIDATED DAMAGES

The Vendor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, \$50.00 per day for every calendar day over 120 calendar days for which the scope of work is incomplete.

This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Vendor. The calculation of the number of days the Vendor has worked on the project will begin on the latter of the day purchase order is approved and issued to the Vendor, or the start date as agreed at the designated pre-commencement meeting. From that day, the number of calendar days as shown on the Vendor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$50.00 for each calendar day), unless an appropriate extension is requested and approved by the Town in writing.

10. PAYMENTS TO VENDOR AND COMPLETION

Final payment will not be made until all requested work has been performed and accepted by the Town. Upon the Town's written acceptance of the satisfactory completion of the work and the Vendor's submission of a sworn affidavit as evidence that he has paid all labor, materials in the quote document, the Town shall release its final payment, less any liquidated damages which may have accrued.

11. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

12. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

13. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Vendor.

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

ATTEST:

By: Vivian Mendez TOWN OF LAKE PARK SEAL TOWN OF LAKE PARK
Vivian Mendez, Town Clerk Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: Thomas J. Baird
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 18th day of July 2018 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

NOTARY Shayla Edwards
Commission # GG003813
Expires: JUNE 20, 2020
Bonded thru Aaron Notary

Shayla Edwards
Notary Public, State of Florida

WITNESSES:

Vac-Con Inc.

By: _____

By: Aaron Gonzalez
Printed Name: Aaron Gonzalez
Its: National Service Manager

Printed Name

By: _____

Printed Name

VAC-CON

REV

Estimate

Service Center

0 1 2 3 4 5 6 7 8 9

Internal

External

DATE 6/25/2018

969 Hall Park Drive
Green Cove Springs, FL 32043
Phone # (904) 284-4200 ext 1371

Prepared by: David Land
This Estimate is good for 30days

Estimate For Town of Lake Park
Contact Name Richard Sherle
Email Address rscherle@lakeparkflorida.gov

Dealer : direct
Phone number : 561-881-3345

Comments or Special Instructions:

SERVICE INSPECTION ON VAC-CON EQUIPMENT. THE FOLLOWING SYSTEMS WILL BE CHECKED: HOSE REEL BEARINGS, CHAIN , MOTOR, SPROCKET AND MOUNTING. HYDROSTATIC PUMP, FILTERS, AND DRIVELINE. CONTROL SWITCHES, SPLIT SHAFT/TRANSFER CASE, PTO, AND AUXILIARY ENGINE. WATER TANKS, TUBE RACKS, HYDRAULIC FLUID, HOSES AND FILTER CAP. DEBRIS BODY CONTROL SWITCHES, TANK LIFT, REAR DOOR, DEBRIS BODY SCREENS AND FLUSHOUT SYSTEMS. BOOM CHAIN AND PIVOTS. GEAR REDUCER. VACUUM BREAKER SYSTEM, HEAT EXCHANGER, DEBRIS BODY FLOAT ARM. BOOM SUCTION HOSE, SPOT LIGHTS, ELBOW, TUBE. BLOWER HOUSING, BLOWER, BOOM JOYSTICK/PENDANT CONTROL.

-----OVERALL INSPECTION-----

THE \$500.00 COST OF THE VACCON INSPECTION WILL NOT BE CHARGED IF THE GOLD PACKAGE REFURB IS DONE

- 1) Wash and degrease entire unit
- 2) DOT Inspection (any items required to repair/replace in order to obtain current DOT status will be quoted separately to customer)
- 3) Vac-Con equipment performance service inspection according to current Vac-Con OEM standards (including vacuum system, high pressure water system, hydraulic, electrical, etc.)
- 4) Replace in-out seals in the inlet/outlet transition weldment
- 5) Replace rear door seal
- 6) Adjust rear door lock assembly
- 7) Replace vacuum breaker door seals
- 8) Replace telescopic boom seals
- 9) Replace reed valve rubber seals
- 10) Replace rear door wear plate
- 11) Replace all kanaflex suction hose, power clamps and hose ends
- 12) Replace lay flat drain hose on rear door
- 13) Replace water tank fill hose
- 14) Replace mud flaps
- 15) Replace hydraulic tank suction strainer
- 16) Change hydraulic oil on Vac-Con body
- 17) Change all Vac-Con body oil filters

- 18) Lubricate entire unit
- 19) Replace all ball valves (front control panel/handgun/body flush)
- 20) Replace hydrostatic pump belt (if applicable)
- 21) Replace rotary union on hose reel
- 22) Adjust boom rotation chain (if applicable)
- 23) Change oil in split shaft/PTO/Transfer case (if applicable)
- 24) Replace boom elbow
- 25) Replace hose reel bearings
- 26) Replace handgun relief valve
- 27) Replace high pressure relief valve for water system
- 28) Replace auxiliary engine/water pump drive bearings and belts
- 29) Replace electrical switches and gauges as needed on Vac-Con body only
- 30) Repair Vac-Con body electrical issues or replace Vac-Con body wiring harness (if applicable)
- 31) Replace water pump suction hoses
- 32) Replace throttle cables (if applicable)
- 33) Oil change for auxiliary engine (if applicable)
- 34) Rebuild vacuum compressor or PD blower
- 35) Rebuild vacuum system drive motor for vacuum compressor or PD blower
- 36) Replace vacuum system flex coupler
- 37) Complete water pump rebuild (including oil/valves/packing/cylinders/plunges if applicable)
- 38) Replace high pressure sewer cleaning hose on hose reel
- 39) Replace front drive line for hydrostatic pump (if applicable)
- 40) Replace hose reel pivot pin and bushings
- 41) Replace upper water tank side plates
- 42) Replace lower and upper water tank support brackets
- 43) Replace lower water tank skid weldments (if applicable)
- 44) Replace deteriorated surface metal on Vac-Con subframe/deck assembly. **(Any amount exceeding 20% of subframe/deck assembly will be quoted to customer for additional cost to repair/replace)**
- 45) Complete paint, including chassis and cab (major structural repairs/rust would be quoted separately)
- 46) Install complete decal package for Vac-Con body only
- 47) Replace reflective striping on Vac-Con body (sides/boom/rear door)

****Any additional items that require repair/replacement not outlined above will be quoted to customer for approval/authorization for additional cost to repair/replace. This includes necessary electrical/mechanical repairs to the auxiliary engine required to operate at specified level of performance.**

Time required to obtain customer approval/authorization for additional repairs and time spent effecting additional repairs will not be counted in the time contractually allotted to complete the refurbishment.

W.O.NUMBER	START DATE	EST FINISH	SERIAL #	UNIT #	PO NUMBER
			01095219		

QTY	DESCRIPTION	LIST PRICE		AMOUNT
1	Service Inspection	\$ 500.00		500.00
1	Refurbishment as outlined above	99,000.00		99,000.00
-1	Service Inspection credit if refurbishment work is completed	500.00		(500.00)

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TAX RATE	0.00%
SALES TAX	-
OTHER	
TOTAL	\$ 99,000.00
SUBTOTAL	\$ 99,000.00

THANK YOU FOR YOUR BUSINESS!