

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor/327-3748

**PREPARED BY:** Bruce Taylor

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** N/A

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH MATVEST, INC. D/B/A BERMEX, INC. FOR WATER METER READING SERVICES.

**REPORT IN BRIEF:**

The Town is in need of meter reading services and the Town Council approved the award of the bid to Matvest, Inc. d/b/a Bermex, Inc. at the Council meeting on 5/3/06 (R2006-131). We are now asking the Mayor to sign the Contract with Matvest, Inc. d/b/a Bermex, Inc. for Meter Reading Services. The current contract expired April 30, 2006 and the vendor agreed to extend the current contract for a 30 day period to fill the gap between contract expiration and the award of the new contract. The new contract will take effect on June 1, 2006 and will be effective for a three year period with two one year extensions per Council approval.

**PREVIOUS ACTIONS:** R-2006-131

**CONCURRENCES:** Sent to Town Attorney for review

**FISCAL IMPACT:**

Has request been budgeted? Yes

If yes, expected cost: \$59,929

Account Name: Contractual Services

If no, amount needed:

What account will funds be appropriated from: 040-1058-536-0306

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Resolution R-2006-131, Contract, Letter from Matvest d/b/a Bermex, Inc. extending the current contract

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH MATVEST, INC. D/B/A BERMEX, INC. FOR WATER METER READING SERVICES.

WHEREAS, the Town is in need of water meter reading services; and

WHEREAS, the Town Council approved the award of the bid for meter reading services to Matvest, Inc. d/b/a Bermex, Inc. (Resolution 2006-131).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to sign the Contract with Matvest, Inc. d/b/a Bermex, Inc. for meter reading services.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006.



24-Apr-06

Town of Davie Utilities  
6591 Orange Drive  
Davie, Florida 3314-3399

Phone 954-327-3742  
Fax 954-327-3752

ATTENTION: Mr. Bill Peele

Mr. Peele,

Per our phone conversation 24-Apr-06 Bermex, Inc. agrees to extend the current contract for one additional month through 31-May-2006 at the current pricing.

If there is anything else I can be of help with pleas let me know.

Best regards,

Henry G. Mello

President

Bermex, Inc.

37244 Groesbeck Hwy. Suite A

Clinton Township, Michigan 48036

Phone 568346132051 X203

Fax 586.461.2054

Mobile 586.260.9704

E-Mail hmello@bermexinc.com

Copy: R.Lorenzo

File

AGREEMENT FOR METER READING SERVICES

The **TOWN OF DAVIE** ("Town") herewith engages with **MATVEST, INC. d/b/a BERMEX, INC.** ("Contractor") to read all water meters under the Town's control.

Appendix "A", METER READING SERVICES, is hereby attached and made a part of this Agreement.

Appendix "B", COMPENSATION, is hereby attached and made a part of this Agreement.

Appendix "C", SCHEDULE, is hereby attached and made a part of this Agreement.

The terms of this agreement will be for a period of three (3) years, effective June 1, 2006 through May 31, 2009, with the understanding that there can be two consecutive one (1) year renewal options of this Agreement if mutually agreed upon in writing by the Town and Contractor.

Written notice concerning this Agreement will be directed to the Contractor at:

MATVEST, INC. d/b/a BERMEX, INC.  
37244 Groesbeck Highway, Suite A  
Clinton Township, MI 48036  
Attn: Henry G. Mello, President

or to the Town at:

TOWN OF DAVIE  
6591 Orange Drive  
Davie, FL 33314  
Attn: Budget & Finance Director

Contractor agrees to notify the Town in writing of any change in address or telephone number within ten (10) days of such change. Further, Contractor is to provide the Town with a certificate of insurance as set forth in Appendix A, Section 3, INSURANCE.

The Town of Davie is exempt from any taxes imposed by State or Federal Government. Exemption certificates will be supplied upon request.

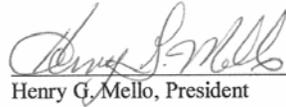
It is expressly understood that Contractor and its' employees are serving as an independent contractor with the Town of Davie in conformance with the scope of services described herein.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006

TOWN OF DAVIE

MATVEST, INC., d/b/a BERMEX, INC.

\_\_\_\_\_  
Tom Truex, Mayor

 01-MAY-06  
Henry G. Mello, President

## APPENDIX "A"

### METER READING SERVICES

#### 1. SCOPE OF SERVICES

Contractor's water meter reader(s) shall be responsible for obtaining complete, accurate meter readings and recording them in hand-held meter reading devices to be provided by the Town of Davie in accordance with the schedule established by the Finance Department of the Town and outlined in Appendix C, SCHEDULE. The Town of Davie shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Contractor's use. The electronic meter reading devices shall be programmed on a daily basis by the Town of Davie and available to Contractor at the beginning of each day. The individual(s) shall be responsible, on a daily basis, to report damaged and/or broken meters and meter boxes and unreadable meters, etc., observed during the performance of their duties. In the event that such conditions exist, the meter reader will advise the Town of Davie Utilities Department promptly. In no case shall Contractor be liable for not reading a water meter due to unforeseen circumstances or circumstances beyond its control.

Readings shall be taken no earlier than 7:30 am and no later than 4:30 pm from Monday thru Friday. The meter reader must complete the reading of the entire route on its scheduled day. Reading the meters on Saturday will be allowed if circumstances require and prior approval is obtained from the Town. Readings on Sunday and special Holidays shall be prohibited. The meter reading devices shall be returned to the Utilities Department Office no later than 5:00 pm of the scheduled read day. Exceptions to these hours must have prior approval by the Town. Weather conditions must not prevent the accomplishment of services under this contract unless otherwise agreed by the Town.

The intent of the Town of Davie is to bill for water service based on actual consumption. Therefore, the **readings shall not be estimated.** All reads must be accomplished within a prescribed time so as not to delay the billing cycle. Additionally, the reader(s) shall not obtain readings earlier than two (2) days ahead or after the predetermined schedule or prior to the first day of the month which is to be billed.

#### 2. PERSONNEL

The individual(s) performing the service shall, at all times, be properly attired including use of hard sole shoes. Shirts which will clearly identify Contractor's meter readers must be worn at all times. Contractor's vehicles must also clearly identify that they are a Contract Meter Reader. Contractor will promptly return all Town of Davie hand held devices upon termination or non-renewal of this Agreement before payment of any sums due Contractor will be made by the Town of Davie.

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3. INSURANCE

Contractor shall furnish WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, ETC., Liability Insurance for bodily injury and property damage in the amount of \$500,000 per occurrence must be supplied to the Town of Davie prior to commencement of work. The Certificate of Insurance Form must also name the Town of Davie as an additional insured. The Town shall, in no way, be held responsible for any injuries or accidents to Contractor or INDIVIDUALS IN ITS EMPLOY, which they may incur during the course of performing their service to the Town of Davie. The Town of Davie shall, in no way, be held responsible for ACTS OF CONTRACTOR AND/OR ANY OF ITS EMPLOYEES, who, during the discharge of their duties, willfully, or accidentally, cause damage or loss to any property.

Minimum acceptable automobile insurance is \$500,000. The Town shall be named as an additional insured. The successful Contractor shall furnish certificate of insurance to be submitted prior to commencement of the contract.

4. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the TOWN from any liability whatsoever arising out of the negligent or other wrongful acts or admissions or omissions of Contractor or it's employee's, officers and/or agents in implementing this Agreement, including defense costs, attorney's fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of suits, claims, demands, costs, or judgments against the Town that arise out of the implementation of this Agreement. TOWN agrees to indemnify and save harmless Contractor of any liability arising out of the negligent or other wrongful acts or admissions or omissions of the TOWN's employees, officers and/or agents arising out of the implementation of this Agreement. Nothing in this Agreement shall be construed to affect in any way the TOWN's rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

5. MISCELLANEOUS

5.1 FORCE MAJEURE

Performance of this Agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within its control, such as acts of civil or military authority (including courts or administrative agencies) acts of God, war, riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties; and provided the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion dates will be affected thereby, and shall exercise

due diligence to mitigate the impact of the delay. In the event of any delay resulting from such causes, the time of performance of each of the parties hereunder shall be extended for a time period equal to the period of such delay.

#### 5.2 TERMINATION

Should either party fail to perform its duties as set forth in this Agreement, the other party will notify the first party in writing, and the first party will have five (5) working days to respond in writing advising of any corrective measures that will be taken. Should such measures not correct the failure, the party requesting correction may terminate this Agreement immediately upon written notice and without penalty to either party. This Agreement may be terminated at will by either party upon giving the other party thirty (30) days written notice.

#### 5.3 COMPLETE AGREEMENT

This Agreement is intended as the complete and exclusive statement of the agreement between the parties. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse shall not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Agreement. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

APPENDIX "B"

COMPENSATION

1. PRICE OF SERVICES

The price to perform the Services as set forth in this Agreement will be \$.537 for each meter read.

2. REMEDIES

If a customer requests a reread of their meter, the Town of Davie will provide the personnel necessary to accomplish such a reread. If the original reading was incorrect as determined by the reread, the Town of Davie will deduct \$5.00 per error for errors greater than 1 per 1,000; the charge will be deducted from the following month's invoice. Such deduction shall be the exclusive remedy of the Town of Davie in the event of an incorrect reading. Only meters that are read will be paid; unread meters will not be paid.

3. INVOICING

Contractor will invoice the Town of Davie on a once a month basis. Payment shall be made 30 days following the receipt of a correct invoice.

APPENDIX "C"

SCHEDULE

MONTHLY READING TIMETABLE

The Town bills all customers on the same date each month. The reading schedule as detailed herein, provides a schedule for work covering the Town's approximate 9300 meters. Adherence to this schedule is required to allow sufficient time for billing. Contractor may work at its own pace as long as all meters are ready by the end of each cycle billing date.

<u>CYCLE</u>	<u>BEGINNING DATE</u>	<u>ENDING DATE</u>
1	1 <sup>ST</sup> workday of month	6 <sup>th</sup> workday of month
2	7 <sup>th</sup> workday of month	11 <sup>th</sup> workday of month
3	12 <sup>th</sup> workday of month	15 <sup>th</sup> workday of month
4	16 <sup>th</sup> workday of month	20 <sup>th</sup> workday of month