

RESOLUTION NO. 22-159

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH AAG ELECTRIC MOTORS & PUMPS, INC. RELATED TO THE PURCHASE OF SUBMERSIBLE PUMPS, RAIL ADAPTER COUPLINGS AND UPGRADED COATINGS FOR THE UTILITY DEPARTMENT ON SET UNIT PRICES AND APPROVING WORK ORDER #1 IN THE TOTAL AMOUNT OF \$129,315.

BE IT RESOLVED that:

The appropriate officers of the City are authorized to accept and deliver on behalf of the City:

1. That certain Agreement between the City and AAG Electric Motors & Pumps, Inc., relating to the purchase of multiple assorted lift station submersible pumps, rail adaptor couplings, and Belzona coatings for the Utility Department at set unit prices in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval; and

2. That certain Work Order #1 in the total amount of One Hundred Twenty-Nine Thousand, Three Hundred Fifty-One Dollars and No Cents (\$129,315.00), between the City and AAG Electric Motors & Pumps, Inc., for completion of the work as specified in the Agreement.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 26th day of May, 2022.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

SUBMERSIBLE PUMPS AGREEMENT

THIS AGREEMENT for SUBMERSIBLE PUMPS is made and entered into this 27 day of May, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **AAG ELECTRIC MOTORS AND PUMPS, INC.** (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will deliver requested Submersible Pumps and associated equipment, coatings, and other materials on an as-needed basis, as more particularly described in the Specifications.

2. COMPENSATION

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on **PCB22-62 ITB SUBMERSIBLE PUMPS**. The City shall pay to the Vendor required by this Agreement, at the **BID PRICE** contained in the Vendor's cost proposal.

3. PAYMENT

Vendor will invoice for payment to the City when the delivery, satisfactory inspection and acceptance of the water meter has been received. The invoice shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year.

5. COMPLIANCE WITH LAWS.

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers,

agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. INDEMNIFICATION

Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or 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 successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

7. INSURANCE

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

- A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philout, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

8. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

9. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from

other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within Twenty-four (24) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

14. WARRANTY

The Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Vendor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

15. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

B. As to Vendor:

Contract Representative: Brian Justice, P.E.

Title/Position: _____

Email address: brian@aaagpumps.com

Mailing address: 2340 Industrial Drive

Panama City, Florida 32405

Phone/Cell: 850-763-9386

17. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:


- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- SPECIFICATIONS
- BID PROPOSAL FORM
- TERMS AND CONDITIONS
- CERTIFICATION REGARDING LOBBYING STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIMES STATEMENT
- NON-COLLUSION AFFIDAVIT
- E-VERIFY
- NOTICE OF AWARD
- AGREEMENT


EXHIBIT A
APPENDIX A
APPENDIX B

IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Vendor

Witness 1 
(Print Name): KEITH S. GAY

 5/27/2022
By: **AAG ELECTRIC MOTORS
AND PUMPS, INC.**
BRIAN D. JUSTICE

Witness 2 
(Print Name): Andrea Mesmer

**THE CITY OF PANAMA
CITY BEACH, FLORIDA,**
a municipal corporation

By: 
Drew Whitman , City Manager

ATTEST:


City Clerk

PCB22-62 ITB SUBMERSIBLE PUMPS

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: May 16, 2022.

PCB22-62 Submersible Pumps

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the firm fixed unit prices as listed on vehicle for **PCB22-62 ITB Submersible Pumps** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
1	Furnish and Install New 15.4 hp submersible pumps, with base elbow, pump pedestal, and piping connections for PCB LS#2, dry pit configuration	EA	2	\$ <u>23,192.00</u>	\$ <u>46,385.00</u>
2	Furnish New 20 hp pumps for PCB LS #110	EA	2	\$ <u>11,600.00</u>	\$ <u>23,200.00</u>
3	Furnish New 15 hp pumps for PCB LS #105	EA	2	\$ <u>9,575.00</u>	\$ <u>19,150.00</u>
4	Furnish New 25 hp pumps for PCB LS #28	EA	2	\$ <u>11,600.00</u>	\$ <u>23,200.00</u>
5	Furnish New 47 hp pumps for PCB LS #128	EA	2	\$ <u>18,880.00</u>	\$ <u>37,760.00</u>
6	Rail Adaptor Couplings	EA	1	\$ <u>2,650.00</u>	\$ <u>2,650.00</u>
7	Belzona Coating – Impeller and Volute (One Pump)	EA	1	\$ <u>1,675.00</u>	\$ <u>1,675.00</u>

PCB22-62 ITB SUBMERSIBLE PUMPS

8	Furnish New 4 HP Flygt PP 4640 submersible horizontal propeller pump (Wall Pump mixer)	EA	1	<u>\$ 12,950.00</u>	<u>\$ 12,950.00</u>
9	Furnish New 15 HP Flygt PP 4660 submersible horizontal propeller pump (Wall Pump mixer)	EA	1	<u>\$ 14,680.00</u>	<u>\$ 14,680.00</u>


****BID NOTE:**** Proposed WILO Wall Pump/Mixer has PUR molded polyurethane propeller vs. Stainless Steel propeller

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. Equivalent for Bid Items 8 and 9 must include the lifting/guide system if not compatible with the Flygt Propeller Pump lifting/guide system.

BIDDER:

AAG Electric Motors & Pumps, Inc.
 Name of Business
2340 Industrial Drive
 Address
Panama City, Florida 32405
 Address

Brian D. Justice 
 Name of Bidder
(850) 763-9386
 Phone Number
5/16/2022
 Date

[END OF BID PROPOSAL FORM]

WORK ORDER – SUBMERSIBLE PUMP PURCHASE

WORK ORDER NO. _____

DATE _____

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND AAG ELECTRIC MOTORS AND PUMPS, INC. dated _____, 2022, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Contractor agrees to perform the specific tasks set forth upon incorporated Scope of Services, relating to the purchase of submersible wastewater pumps.

Contractor's total compensation shall be (check one):

X a not-to-exceed amount of \$129,315; or
_____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
a fee determined on a time-involved basis with a maximum cost of _____:

as set forth in attached breakdown and shall be paid upon completion of the work as specified in the Agreement. The items being purchased as part of this work order include the following:

- Bid Item 1 – Two Pumps - \$46,385
- Bid Item 2 – Two Pumps – \$23,200
- Bid Item 3 – One pump – \$9,575
- Bid Item 4 – One pump – \$11,600
- Bid Item 5 – One pump – \$18,880
- Bid Item 6 – Three Rail Adaptor Couplings – \$7,950
- Bid Item 7 – Belzona Coating for 7 pumps – \$11,725

Work shall begin on _____, 2022, and shall be completed within 21 calendar days of receipt of written pump repair report. The date of completion of all work is therefore _____, 2022. There are no additional rights and obligations related to this Work Order other than as specified in the Agreement.

Upon execution of this task order by both Contractor and City, Contractor is directed to proceed. IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:



AAG Electric Motors and Pumps, Inc.

By:  Date: 5/27/2022

Its: ENGINEERING SERVICE MGR.
BRIAN O. JUSTICE

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:


City Clerk

By:  Date: 6-9-22
City Manager

PCB22-62 BID TABULATION PER ITEM

Item #	Description	Unit	Quantity	AAG Electric		Jim House & Associates	
				Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount
1	Furnish and Install New 15.4 hp submersible pumps, with base elbow, pump pedestal, and piping connections for PCB LS#2, dry pit configuration	EA	2	\$23,192.00	\$46,384.00	\$41,593.00	\$83,186.00
2	Furnish New 20 hp pumps for PCB LS #110	EA	2	\$11,600.00	\$23,200.00	\$19,736.00	\$39,472.00
3	Furnish New 15 hp pumps for PCB LS #105	EA	2	\$9,575.00	\$19,150.00	\$18,941.00	\$37,882.00
4	Furnish New 25 hp pumps for PCB LS #28	EA	2	\$11,600.00	\$23,200.00	\$26,282.00	\$52,564.00
5	Furnish New 47 hp pumps for PCB LS #128	EA	2	\$18,080.00	\$37,760.00	\$33,723.00	\$67,446.00
6	Pull Adaptor Couplings	EA	1	\$2,650.00	\$2,650.00	\$650.00	\$650.00
7	Bitona Coating - Impeller and Volute (One Pump)	EA	1	\$1,675.00	\$1,675.00	\$1,800.00	\$1,800.00
8	Furnish New 4 HP Flygt PP 46-40 submersible horizontal propeller pump (Wall Pump mixer)	EA	1	\$12,950.00	\$12,950.00	\$23,458.00	\$23,458.00
9	Furnish New 15 HP Flygt PP 4660 submersible horizontal propeller pump (Wall Pump mixer)	EA	1	\$14,680.00	\$14,680.00	\$44,625.00	\$44,625.00



CITY OF PANAMA CITY BEACH
 17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 PCB22-62 - Submersible Pumps
 5/16/2022
 11:00 AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	SEE ATTACHED PRICE SHEET	RFI	DRUG-FREE WORKPLACE	PUBLIC ENTRY CRIMES STATEMENT	EMERGENCY	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	Agreement	Submittals - Package	Waiting list	RESPONSIVE BID/PROPOSAL THE ABOVE SPECIFICATIONS WERE PROVIDED
1	Jim House & Associates	5/13/2022 2:57pm	X	X	X	X	X	X	X		X		X
2	AAG Electric	5/16/2022 8:07am	X	X	X	X	X	X	X				X
3													
4													
5													
6													
7													
8													
9													
10													
11													