

**RESOLUTION NO. 23-119**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH AAG ELECTRIC MOTORS & PUMPS, INC. RELATED TO THE PURCHASE OF TWO SUBMERSIBLE PUMPS FOR LIFT STATIONS 75 AND 107 IN THE TOTAL AMOUNT OF \$26,660.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and AAG Electric Motors & Pumps, Inc. relating to the purchase of two (2) submersible pumps for the Utilities Department, for Lift Stations 75 and 107, in the total amount of Twenty-Six Thousand, Six Hundred Sixty Dollars and No Cents (\$26,660), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 9<sup>th</sup> day of February, 2023.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk



## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

**1. DEPARTMENT MAKING REQUEST/NAME:**

Mark Shaeffer, Utilities

**2. MEETING DATE:**

February 9, 2023

**3. REQUESTED MOTION/ACTION:**

Staff requests Council approval of an agreement to purchase two new submersible pumps from AAG Electric Motors and Pumps, Inc. (AAG), based upon submittal of lowest, responsive unit price bids for these units and associated items. This contract provides for the purchase of two new submersible pumps utilized in the City's wastewater utility. This is a one-time purchase in the amount \$26,660.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED**

**(IF APPLICABLE)?**: Yes

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Quality of Life  
Financial Health

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

The City owns and operates over 165 wastewater lift stations as part of its wastewater collection and transmission system. Each station typically has at least two submersible pumps, which equates to over 330 submersible pumps throughout the system. These pumps typically last from 10 - 20 years, depending on a number of factors. Accordingly, the Utilities Department must purchase multiple new pumps every year to keep up with pumps that irreparably fail or reach the end of their service life. Typically, staff will ask for repair quotes on the pumps, and if the cost of the repair is comparable to the cost of a new pump, or if the pump is deemed irreparable, staff will proceed with the purchase of a new pump.

The two existing sewage pumps in Lift Stations 75 and 107 have either failed or are near the end of their service lives. A request for unit price bids for replacement pumps was publicly advertised with bids received on January 30, 2023. Three bids were received from AAG, Jim House and Associates, and Technology International, Inc. AAG was the low bidder for the new pumps. Staff is recommending approval of an agreement with AAG for the immediate purchase of the two pumps. Copies of AAG's bid, the bid tabulation are attached.

Staff is requesting approval to purchase two new pumps based on the unit price items. The total cost is \$26,660.00.

Res 23-119.AAG Electric.Purchase Submersible Pumps.pdf  
PCB23-21 Bid Tabulation.pdf  
AAG Bid Form.PDF  
AAG Agreement.Submersible Pumps.pdf

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**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk



**CITY OF PANAMA CITY BEACH**  
 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413  
**PCB23-21 - ITB - Submersible Pumps**  
 Monday, January 30, 2023  
 9:15AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	DRUG FREE WORKPLACE	PUBLIC ENTITY CRIMES	E-VERIFY	CONFLICT OF INTEREST	NON-COLLUSION	PUMP INFO	BID PRICE - See Attached Bid Tabulation	RESPONSIVE BID - Minimum Requirements Provided
1	Jim House & Associates	01/27/23 @ 1:17PM	DemandStar	X	X	X	X	X	X	X	See Attached	X
2	AAG Electric Motors & Pumps, Inc.	01/27/23 @ 3:32PM	DemandStar	X	X	X	X	X	X	X	See Attached	X
3	Technology International, Inc.	01/30/23 @ 8:32AM	DemandStar	X	X	X	X	X	X	X	See Attached	X
4												
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**PCB23-21 SUBMERSIBLE PUMPS BID TABULATION PER ITEM**

Item #	Description	Unit	Quantity	Technology International	Technology International	Jim House & Associates	Jim House & Associates	AAG	AAG
				Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount
1	Furnish New 10 hp pump for Lift Station #107	EA	1	\$16,800.00	\$16,800.00	NO BID	NO BID	\$13,330.00	\$13,330.00
2	Furnish New 15 hp pumps for Lift Station #75	EA	1	\$16,800.00	\$16,800.00	\$24,626.00	\$24,626.00	\$13,330.00	\$13,330.00
3	Rail Adaptor Couplings (4" Discharge)	EA	3	\$400.00	\$1,200.00	\$800.00	\$2,400.00	\$245.00	\$735.00

PCB23-21 ITB SUBMERSIBLE PUMPS PURCHASE

**BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida SUBMITTED: January 27, 2023.

**PCB23-21 Submersible Pumps Purchase**

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 for **PCB23-21 ITB Submersible Pumps Purchase** bid specifications in complete accord with the described and reasonably intended requirements, terms and conditions 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.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish New 10 hp pump for PCB LS #107 with Belzona Coating of Impeller and Volute	LS	1	\$ <u>13,330.00</u>	\$ <u>13,330.00</u>
2	Furnish New 15 hp pump for PCB LS #75 with Belzona Coating of Impeller and Volute	LS	1	\$ <u>13,330.00</u>	\$ <u>13,330.00</u>
Additive Alternate #1					
3	Rail Adaptor Couplings (4" Discharge)	EA	3	\$ <u>245.00</u>	\$ <u>735.00</u>

**NOTE:**

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. All prices are to be quoted FOB DESTINATION – FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, 206 N. Gulf Blvd., Panama City Beach, FL 32413.
3. City may award more than one contract.
4. The Terms and Conditions set forth in the pages (13-18) of this solicitation are hereby incorporated into this Bid Proposal. In the event of a conflict between those Terms and Conditions and this Bid Proposal, the more specific requirements of this Bid Proposal shall control.

PCB23-21 ITB SUBMERSIBLE PUMPS PURCHASE

**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

01/27/2023

Date

  
01/27/2023

[END OF BID PROPOSAL FORM]



## **SUBMERSIBLE PUMPS PURCHASE AGREEMENT:**

**THIS SUBMERSIBLE PUMPS PRICE PURCHASE AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **AAG ELECTRIC MOTORS & PUMPS, INC.** (Contractor).

### **PREMISES**

#### **1. SCOPE OF WORK**

Contractor will deliver two submersible pumps for Lift Stations 75 and 107, as more particularly described in the Specifications listed in Invitation to Bid number PCB23-21 (the "ITB") and in Contractor's response to the ITB (the "Bid") on an as needed basis upon request for the City within a reasonable time.

If the Contractor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular scope of the contract as written, the Contractor will be ordered to and shall continue with supplying the product and at the cost stated within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

#### **2. COMPENSATION**

As compensation for supplying the product contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the set price submitted on Contractor's response to the ITB. The City shall pay to the Contractor as full consideration for the delivery of product required by this Agreement, at the set price contained in the Contractor's cost proposal, upon delivery of the product(s) and completion of any work required by the ITB as may be finally determined by the City Manager or his designee(s).

- A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties .

#### **3. PAYMENT**

Contractor will invoice for payment to the City when the delivery and satisfactory

inspection of the Submersible Pumps has been completed. The invoice(s) 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 contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery and satisfactory inspection of the Infrared Thermometers.

#### **5. TERMINATION OF CONTRACT**

- A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
- B. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not

claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

## **6. COMPLIANCE WITH LAWS.**

The Contractor 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. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor 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 Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor 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.

## **7. WARRANTY**

The Contractor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products 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.

## **8. INSURANCE AND INDEMNIFICATION**

- A. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
- 1) Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
  - 2) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and

\$2,000,000 aggregate.

- 3) Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
- B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
  - C. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
  - D. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) any claim, injury, damage, or loss suffered by Contractor while on City Property; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
  - E. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor'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.

## **9. 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.

## **10. TIME**

Time is of the essence in this Agreement.

## **11. FORCE MAJEURE**

The Contractor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

## **12. REMEDIES**

In the event of failure of the Contractor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor 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 four (4) hours of Contractor'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.

## **13. ASSIGNMENT**

This Agreement is not assignable.

## **14. 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.

## **15. 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 Contractor.

## **16. 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.

## **17. NOTICES**

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

A. As to City:

City Representative: \_\_\_\_\_

Title/Position: \_\_\_\_\_

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: \_\_\_\_\_

B. As to Contractor:

Contract Representative: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone/Cell: \_\_\_\_\_

**18. ENTIRE 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.

[remainder of page blank]

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

**AAG ELECTRIC MOTORS & PUMPS, INC.**

By \_\_\_\_\_

Title: \_\_\_\_\_

**THE CITY OF PANAMA  
CITY BEACH, FLORIDA,**

a municipal corporation

By: \_\_\_\_\_

Drew Whitman  
City Manager

ATTEST:

\_\_\_\_\_  
Lynne Fasone, City Clerk