## **RESOLUTION NO. 2023-<u>3002</u>**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A STORMWATER PUMP AND MOTOR FOR THE 89TH STREET PUMP STATION FROM LIFT STATIONS "R" US CORP.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS EQUIPMENT AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR EQUIPMENT RELATED TO TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is currently in need of a replacement pump and motor system (the "Pump Station Purchase") for the 89<sup>th</sup> Street Pump Station due to the age of its pump and motor system, which was designed to the specifications of the FLYGT pump technology; and

WHEREAS, Lift Stations "R" Us Corp. (the "Vendor") has submitted a proposal, attached hereto as Exhibit "A," for the Pump Station Purchase at a cost of \$141,001.98; and

WHEREAS, pursuant to Section 3-13(6) of the Town Code of Ordinances ("Code"), equipment available from a sole source may be exempted from competitive bidding requirements if there is only one source for the required supply; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town's Code, public works or utilities purchases of equipment for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town desires to approve and authorize the Pump Station Purchase from the Vendor in an amount not to exceed \$141,001.98, in accordance with

the Proposal attached hereto as Exhibit "A" and pursuant to a Purchase Order to be entered into by the Town and Vendor; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

<u>Section 1.</u> Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

<u>Purchase from the Vendor.</u> The Town Commission approves and authorizes the Pump Station Purchase from the Vendor in an amount not to exceed \$141,001.98, in accordance with the Proposal attached hereto as Exhibit "A." Pursuant to Sections 3-13(6) and 3-13(7)F, the Town Commission finds that the Pump Station Purchase is exempt from competitive bidding as a sole source purchase of equipment available from one source and as a public works or utilities purchase of equipment related to Town facilities, respectively.

Section 3. Implementation. That the Town Commission hereby authorizes the Town Manager to execute a purchase order or required documentation for the Pump Station Purchase described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

<u>Section 4.</u> <u>Effective Date.</u> This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of July , 2023. Motion By: Vice Mayor Rose Second By: Commissioner Meischeid FINAL VOTE ON ADOPTION: Commissioner Fred Landsman Yes Commissioner Marianne Meischeid Yes Commissioner Nelly Velasquez Absent Vice Mayor Jeffrey Rose Yes Mayor Shlomo Danzinger Yes Danzinger Mayor **ATTEST** Sandra McCready Town Clerk APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

5761 NW 37 Avenue Bldg. 101 Miami, Florida 33142 Phone: (305) 324 – 2121 Fax: (786) 242 - 5665

Phone: (305) 324 – 2121 Fax: (786) 242 - 5665

Manufacturing, Servicing & Repairing Sewage Pump

Stations

24 Hours 7 Days

March 23, 2023

Attn: Mr. John Nelson

**Town of Surfside** 

Via Email: <u>Jnelson@townofsurfsidefl.gov</u>

Re: Storm Water Pump

Dear Mr. Nelson

Sincerely.

Thank you for the opportunity to serve you. As you are aware we conducted and evaluation of your storm water pump and our findings are as follows:

**Pump** = The pump will need the following: seals, seal holder, roller bearing unit, bearing housing, bearings, couplers, shafts, lowers, splints mechanical bearing casing, O-ring kits with cooling jackets drive units with cooling jacket, machine shop machining of all nuts and bolts as part of hardware to exterior of pump, machining to remove extensive rust from internal housing, top layer midsection, lower volute, machining and proper balancing high pot reducers to main conductors, internal re-tapping and threading of main and secondary restrain hardware, new/refurb impeller as available, impeller alignment for proper fit and blasting of all pump housing, prep, paint and test in shop tank; the cost would be \$97,222.36.

**Motor** = the motor will need special laithe time for extraction, motor to be cleaned and sanitized, motor time allowed, 16 hours of bake time, relayered with insulation varnish, rebaked twice estimated bake time 32 hours; new motor rewind with new motor cooper windings, insulation, lead wire, new bearings, seals, double dip and bake in epoxy, dip, and bake twice in varnish, housing sandblast, shaft resurface, prep and paint with primer, seal coat, RPM test, deliver for a total cost of \$43,779.62.

Payment terms as follows: 50% upon acceptance and 50% upon completion. If the terms and conditions set herein are in accordance with your needs and understanding, please sign in the space provided below and return to our office to expedite scheduling.

Danette Suarez	
Pump Mechanical Repairs (Initials)	Motor Repairs (Initials)
Accepted by:	Date:
Please Print:	

Note: LIFT STATIONS "R" US CORP. may charge a service charge of 1.5% or \$25.00 whichever is greater per month, which will be assessed on all unpaid balance, place the CUSTOMER on C.O.D. basis only, or terminate this agreement in the sole discretion of LIFT STATIONS "R" US. In the event this account is placed for collection for any reason, then all attorney fees, costs and expenses incurred in the collection shall be the responsibility of the CUSTOMER whether for trial or any appeal proceedings Lift Stations "R" Us will retain title to all equipment and component parts until the equipment is installed at the jobsite and Lift Stations "R" Us has been paid in full he equipment being provided is the sole property of Lift Stations "R" Us. Only authorized Lift Stations "R" Us representatives are to handle, service, inspect run, etc. said equipment. In the even any unauthorized tampering, damage, or loss of said equipment should occur, the customer will be held liable accordingly.