

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2016-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING SOLE SOURCE DIRECT PURCHASES OF WASTEWATER TREATMENT EQUIPMENT REPAIR SERVICES TO THE CITY OWNED CENTRIFUGE BY EES (ENVIRONMENTAL EQUIPMENT SERVICES, LLC) IN AN AMOUNT NOT TO EXCEED \$74,882.53, WHICH WILL BE SUBMITTED FOR REIMBURSEMENT THROUGH FDEP GRANT LP44041; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Ordinance 2014-15, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

**WHEREAS**, the City may waive competitive bidding in the event that "only one vendor possesses the unique and singularly available capability to meet the requirement"; and

**WHEREAS**, Environmental Equipment Services, LLC, ("EES") is the only authorized repair dealership in Florida authorized to make repairs to the Centrisys CS21-4HC 2PH Centrifuge; and

**WHEREAS**, the City Manager recommends the City Council waive the City's purchasing policies and procedures due to the sole source status of EES.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** Based upon the recommendation of the City Manager, the City Council finds that sole source vendor status of EES as attached hereto as Exhibit "A, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved.

**Section 3.** The City's purchasing policies and procedures are hereby waived and the City Council hereby approves sole source purchase for repair services from EES for repairs to the City's centrifuge equipment, in an amount not to exceed \$ 74,882.53. The City Manager or is authorized to execute purchases and expend budgeted funds.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 26<sup>TH</sup> DAY OF JANUARY, 2016.**

**THE CITY OF MARATHON, FLORIDA**



**Mark Senmartin, Mayor**

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



David Migut, City Attorney



December 11, 2015

To: City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Attn: Amanda Riley

Re: City of Marathon Centrifuge Repair Proposal

Please see the equipment and services proposal listed below which shall be per Environmental Equipment Services LLC (EES) terms and conditions of sale located at the end of this document.

**ITEM #1**

**CENTRIFUGE FACTORY REPAIR PRICING - REPAIR AND RE-TILE EXISTING SCROLL**

1. Dismantle, clean and inspect the rotating assembly
2. Provide inspection report with digital pictures
3. Check run-out on all components
4. Crack check headwalls
5. Replace all damaged hardware
6. Replace internal bearings, external bearings and seals
7. Replace all tiles with different tiles for severe environment.
8. Hi-speed balance bowl
9. Hi-speed balance scroll
10. Reassemble
11. Return freight to FL

**Your Total Cost for the Parts and Repair Services Listed above, with no sales tax included is:**

**\$ 39,756.00**

**ITEM #2**

**PARTS NEEDED FOR HYDRAULIC SYSTEM HEAT EXCHANGER REPLACEMENT AND REVERSIBLE CONVEYOR GEARBOX REPLACEMENT**

1. Conveyor Gearbox
2. Gearbox Motor

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Environmental Equipment Services - 3616 Harden Blvd. #337, Lakeland FL 33803 - (863) 450-3595



3. Packing (Gland seal)
4. Lantern Ring
5. Gland Cover
6. Bell Housing Gasket
7. Shaft Coupling Disk
8. Drive Shaft
9. Heat Exchanger
10. 2 High Pressure Filters
11. 4 Alignment Pins
12. 40 gallons of Shell Tellus S2 M68 hydraulic oil

**ONSITE LOCAL SERVICE NEEDED FOR HYDRAULIC SYSTEM HEAT EXCHANGER REPLACEMENT, REVERSIBLE CONVEYOR GEARBOX REPLACEMENT AND BOWL/SCROLL ROTATING ASSEMBLY REPLACEMENT**

Site Service Includes 2 separate visits for full scope of centrifuge repair.

Trip #1 for repair of hydraulics, repair of solids handling conveyor, and removal of centrifuge rotating assembly that will be sent out for a factory rebuild. Tentatively 2 days travel and 4 days on site, 3 days with a 2 man crew

Trip #2 for installation of rotating assembly. Full system operational test will be made at this time. Tentatively 2 days travel and 2 days on site with a 2 man crew.

All Expenses included with travel, lodging, meals, mileage, misc.

Your Total Cost for the Parts and Services Listed above, with no sales tax included is:

\$ 35,126.53

**\*\*\*PLEASE NOTE\*\*\***

Our service crew is not responsible for any lifting equipment. Customer shall have Crane for rotating assembly removal and installation as well fork lift or boom truck for gearbox repair onsite prior to the service crew's arrival or additional charges may be incurred. On site days are based on 8 hours per day.

EES Terms and Conditions

1. We do not include sales tax, pressure gauges, anchor bolts, conduit, tools, toolboxes, lubricants, installation, spare parts, control panels or any other items which are not specifically called out in this scope of supply.
2. Under no circumstances will EES, LLC or its suppliers be liable for any incidental, consequential, liquidated or late delivery damages whatsoever.
3. Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit.

4. Pricing is based upon EES, LLC's Conditions of Sale. No other terms or conditions of sale will apply unless accepted in writing by an authorized member of the Company.
5. The following lead times are estimates only based on market conditions at the time of the proposal and are conditional on acts of force majeure outside of the company's control.
  - Submittal Data Available: NA
  - Estimated Shipment of Equipment: 3-4 weeks after completion first service visit to remove rotating assembly.

We appreciate the opportunity to work with you. Please let me know if you have any questions



Cory N. Peavy - President  
Environmental Equipment Services, LLC  
C (863)640-0201