

RESOLUTION NO. 22-06

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LANIER MUNICIPAL SUPPLY, INC. FOR THE PURCHASE OF BRASS FITTINGS, METER BOXES, AND OTHER MISCELLANEOUS APPURTENANCES FOR THE UTILITY DEPARTMENT ON A PER UNIT BASIS.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Lanier Municipal Supply, Inc., relating to the purchase of brass fittings, meter boxes, and other miscellaneous appurtenances as more fully described in the body of the bid response for the Utility Department, on a per unit basis 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.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 14th day October, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

Resolution No. 22-06

NOTICE TO AWARD

TO: Lanier Municipal Supply Co., Inc.

Attn: Jim Kniffin

6998 FL-77, Southport, FL 32409

BID NUMBER: **PCB21-36**

PRODUCT DESCRIPTION:

Brass Fittings and Meter Boxes

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product(s) in response to its Advertisement for Bids dated September 9, 2021, and associated Information for Bidders.

You are hereby notified that your Unit Price Bids have been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this 20th day of October, 2021.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

CITY OF PANAMA CITY BEACH

Owner

By 

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF NOTICE OF AWARD]

UNIT PRICE PURCHASE AGREEMENT:

BRASS FITTINGS, METER BOXES, AND OTHER APPURTENANCES

THIS UNIT PRICE PURCHASE AGREEMENT: BRASS FITTINGS, METER BOXES AND OTHER APPURTENANCES is made and entered into this 20th day of October, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **LANIER MUNICIPAL SUPPLY CO., INC.** (Contractor).

PREMISES

1. SCOPE OF WORK

Contractor will deliver Brass Fittings, Meter Boxes and other appurtenances, as more particularly described in the Specifications listed in Invitation to Bid number PCB21-36 (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 not to exceed bid unit price submitted on PCB 21-36 ITB Brass Fittings, Meter Boxes and Other Appurtenances. The City shall pay to the Contractor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same 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 Brass Fittings, Meter Boxes and Other Appurtenances 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: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

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.

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

LANIER MUNICIPAL SUPPLY CO., INC

By _____

Title: _____

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

a municipal corporation

By: 

Drew Whitman , City Manager

ATTEST:



City Clerk

Bid Form Page 2

Item No.	Description	Manufacture	Model No.	Unit	Quantity	Unit Price	Bid Amount
1	1" x 3/4" Meter Ball Valves	FORD	B-43-342-W-G-NL	EA	80	\$ 73.71	\$ 5896.80
2	3/4" Ball Valve Curb Stop	FORD	B-44-333-G-NL	EA	25	\$ 65.50	\$ 1637.50
3	1" Meter Ball Valves	FORD	B-43-444W-Q-NL	EA	50	\$ 100.80	\$ 5040.00
4	3/4" Grip Joint Coupling	FORD	C44-33-G-NL	EA	84	\$ 18.05	\$ 1514.20
5	2"x 1" Brass Saddles	FORD	S70-204	EA	24	\$ 24.62	\$ 590.88
6	3/4" Meter Ball Valves	FORD	B43-232W-GNL	EA	35	\$ 44.55	\$ 1559.25
7	1" Corporation Stops	FORD	F1000-4-G-NL	EA	24	\$ 48.92	\$ 1174.08
8	1" Grip Joint Coupling	FORD	C44-44-G-NL	EA	72	\$ 20.65	\$ 1486.80
9	1" CTS x CTS Ball Valve Curb Stop	FORD	B44-444-G-NL	EA	35	\$ 98.48	\$ 3446.80
10	1" CTS to PVC Clamp fitting	FORD	C47-44-G-NL	EA	40	\$ 35.72	\$ 1428.80
11	3/4" Threaded Ball Valves	FORD	B11-233W-NL	EA	16	\$ 33.35	\$ 533.60
12	1" Threaded Ball Valves	FORD	B11-344W-NL	EA	16	\$ 58.86	\$ 941.76
13	1" Dual Check Valve	FORD	HHS31-344-NL	EA	30	\$ 67.78	\$ 2033.40
14	3/4" Dual Check Valve	FORD	HHS31-323-NL	EA	40	\$ 62.37	\$ 2494.80
15	1" Meter Nose's - 1" MIP x 1 1/4" MIP	Matco-Norca	433T051F	EA	60	\$ 8.65	\$ 519.00
16	3/4" Meter Coupling - 3/4" MIP	FORD	C38-23-2-5-NL	EA	175	\$ 9.63	\$ 1685.25
17	1" CTS x CTS Grip Joint Elbow Coupling	FORD	L44-44-G-NL	EA	56	\$ 29.97	\$ 1678.32
18	3/4" CTS x CTS Grip Joint Elbow Coupling	FORD	L44-33-G-NL	EA	140	\$ 23.34	\$ 3267.60
19	1" x 1" Grip Joint Wye Branch	FORD	Y44-244-G-NL	EA	40	\$ 62.00	\$ 2480.00

LANIER
 Lanier Municipal Supply
 10000
 Parkville, Missouri 64151
 Ph: (850) 769-7008
 Fax: (850) 769-7018

Bid Form Page 3



20	1" x 1" Grip Joint Tee	FORD	EA	24	\$ 46.77	\$ 1122.48
21	1" x 3/4" Grip Joint Wye Branch	FORD	EA	35	\$ 37.37	\$ 1307.95
22	1" x 3/4" CTS Reducer	FORD	EA	96	\$ 20.99	\$ 2015.04
23	3/4" x 3/4" Grip joint Tee	FORD	EA	36	\$ 43.70	\$ 1573.20
24	2" Pack Joint Coupling	FORD	EA	7	\$ 132.16	\$ 925.12
25	2" Galvanized Dressers	Dresser	EA	16	\$ 28.50	\$ 456.00
26	1 1/4" Male x 1" Female Bushings (Brass)	Matco-Norca	EA	25	\$ 5.75	\$ 143.75
27	1 1/2" Male x 1" Female Bushings (Brass)	Matco-Norca	EA	25	\$ 6.25	\$ 156.25
28	2" Threaded Ball Valve	Ford	EA	6	\$ 239.00	\$ 1434.00
29	2" x 6" Brass Nipples	Matco-Norca	EA	15	\$ 19.67	\$ 295.05
30	1" Wrap Clamp	Ford	EA	40	\$ 7.00	\$ 280.00
31	3/4" Wrap Clamp	FORD	EA	50	\$ 6.85	\$ 342.50
32	2" Concrete Meter Boxes /w Lid	Southern Meter Box	EA	8	\$ 240.00	\$ 1920.00
33	3/4" PE Potable Water Tubing (100' Roll)	Charter Plastic	EA	7	\$.40	\$ 280.00
34	12" x 6" SS Tapping Sleeve	Ford	EA	1	\$ 696.00	\$ 696.00
35	6" Tapping Valve	AVK	EA	1	\$ 585.00	\$ 585.00
36	6" Ductile Iron Saddle	Sigma	EA	1	\$ NA	\$ NA
37	Adjustable Valve Boxes	N/A	Box	2	\$ 42.00	\$ 84.00
38	Black Composite meter boxes w/ touch read lid	DFW Plastic	EA	40	\$ 118.60	\$ 4744.00

PCB21-36 ITB BRASS FITTINGS, METER BOXES AND OTHER APPURTENANCES

Bid Form – Page 4 of 4

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. Model numbers are used for reference only and other manufacturer models may be accepted if approved by the City to be equal in design and material. **Alternate products must be approved prior to Bid Opening. The deadline for submission of request for alternate products is September 16, 2021.**
3. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, Wastewater Treatment Facility No. 1 at 205 North Gulf Boulevard, Panama City Beach, Florida.
4. BIDS shall be on the basis of a per unit price, as noted above, and shall be the total compensation to be paid by City for the specified equipment.
5. The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or combination of bid and delivery time whichever the City deems to be in his best interest.

BIDDER:

<u>LANIER Municipal Supply Co., Inc</u>	<u>JIM KNIFLIN</u>
Name of Business	Name of Bidder
<u>6998 Hwy 77, Southport, FL</u>	<u>850-769-7006</u>
Address	Phone Number
<u>harley04@lanier.com</u>	<u>9/21</u>
Email Address	Date

[END OF BID PROPOSAL FORM]



CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB21-36 - Brass Fittings, Meter Boxes and Other

9/27/21 11:30 AM

	CONTRACTOR/VENDOR	AMOUNT	NUMBER OF ITEMS	BID PROPOSAL FORM	PUBLIC ENTRY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY
1	Empire Pipe	various	13	X	X	X	X	X	X
2	Best Painting Company	incomplete							
3	Lanier Supply	various	38	X	X	X	X	X	
4									
5									
6									
7									
8									
9									
10									
11									
12									