

**RESOLUTION NO. 22-152**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH AAG ELECTRIC MOTORS AND PUMPS, INC. FOR VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION AT VARIOUS CITY FACILITIES 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 AAG Electric Motors and Pumps, Inc., relating to the removal, repair and reinstallation of vertical turbine pumps and motors and horizontal split case pumps and motors located at various City facilities, 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 12<sup>th</sup> day of May, 2022.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION  
**BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida SUBMITTED: MAY 2, 2022.

**PCB22-54 ITB Vertical Turbine and High Service Pump Removal, Repair and Reinstallation**

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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 unit prices listed, to furnish all labor and material to repair and install vertical turbine and high service pumps, 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.

Base Bid:

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
Removal, Diagnosis, and Reinstallation Vertical Turbine Pump/Motors	EA	9	\$ <u>8,150.00</u>	\$ <u>73,350.00</u>
Removal, Diagnosis, and Reinstallation Horizontal Split Case Pump/Motors	EA	19	\$ <u>3,300.00</u>	\$ <u>62,700.00</u>
<b>Vertical Turbine Pump Repair – 100 HP Pumps</b>				
Level 1 Repair	EA	4	\$ <u>17,250.00</u>	\$ <u>69,000.00</u>
Level 2 Repair	EA	1	\$ <u>19,780.00</u>	\$ <u>19,780.00</u>
<b>Vertical Turbine Pump Repair – 250 HP Pumps</b>				

**PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION**

Level 1 Repair	EA	3	\$ <u>24,490.00</u>	\$ <u>73,470.00</u>
Level 2 Repair	EA	1	\$ <u>29,550.00</u>	\$ <u>29,550.00</u>
<b>Horizontal Split Case Pump Repair – 60 HP Pumps</b>				
<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Bid Amount</u></b>
Level 1 Repair	EA	2	\$ <u>5,500.00</u>	\$ <u>11,000.00</u>
Level 2 Repair	EA	1	\$ <u>6,650.00</u>	\$ <u>6,650.00</u>
<b>Horizontal Split Case Pump Repair – 150 HP Pumps &amp; New Motors</b>				
Level 1 Repair	EA	14	\$ <u>6,850.00</u>	\$ <u>95,900.00</u>
Level 2 Repair	EA	4	\$ <u>9,600.00</u>	\$ <u>38,400.00</u>
New 150 hp Motor	EA	1	\$ <u>11,499.00</u>	\$ <u>11,499.00</u>
<b>Hourly Rates</b>				
Pump Repair Labor	HR	1	\$ <u>75.00</u>	\$ <u>75.00</u>
Pump Repair Machine Work – Labor	HR	1	\$ <u>75.00</u>	\$ <u>75.00</u>
Other material not identified	EA	1	\$ <u>Cost +</u>	Mark-Up <u>15</u> %

\*Additional materials not identified will be at verifiable contractor cost plus mark-up percentage

PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION

**NOTE:**

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. Pumps are located at City of Panama City Beach, Wastewater Treatment Facility No. 1 at 205 North Gulf Boulevard.
3. BIDS shall be on the basis of a per unit or hourly price along with a cost-plus percentage mark-up for other materials necessary to complete the job but not listed in the specifications, as noted above, and shall be the compensation paid by City for the specified services.
4. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.


Submitted By: AAG ELECTRIC MOTORS AND PUMPS  
Name Firm/Contractor Submitting This Bid

Bid Prepared By: KEITH GAY  
Name of Individual Who Prepared This Bid

Address: 2340 INDUSTRIAL DRIVE  
PANAMA CITY, FL 32405

Phone: 850-763-9386

Email: KEITH@AAGPUMPS.COM

  
Signature of Authorized Representative of Firm/Contractor 4/29/2020  
Date

SEAL: *(If Bid is by Corporation)*

[END OF BID PROPOSAL FORM]

PCB22-54 BID TABULATION PER ITEM

		AAG Electric					
Item #	Description	Unit	Quantity	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Removal, Diagnosis and Reinstallation - Vertical Turbine Pump/Motors	EA	9	\$73,350.00			
2	Removal, Diagnosis, and Reinstallation Horizontal Split Case Pump/Motors	EA	19	\$62,700.00			
3	Vertical Turbine Pump Repair - 100 HP Pumps - Level 1 Repair	EA	4	\$69,000.00			
4	Vertical Turbine Pump Repair - 100 HP Pumps - Level 2 Repair	EA	1	\$19,780.00			
5	Vertical Turbine Pump Repair - 250 HP Pumps - Level 1 Repair	EA	3	\$73,470.00			
6	Vertical Turbine Pump Repair - 250 HP Pumps - Level 2 Repair	EA	1	\$29,550.00			
7	Horizontal Split Case Pump Repair - 60 HP Pumps - Level 1 Repair	EA	2	\$11,000.00			
8	Horizontal Split Case Pump Repair - 60 HP Pumps - Level 2 Repair	EA	1	\$6,650.00			
9	Horizontal Split Case Pump Repair - 150 HP Pumps - Level 1 Repair	EA	14	\$95,900.00			
10	Horizontal Split Case Pump Repair - 150 HP Pumps - Level 2 Repair	EA	4	\$38,400.00			
11	Horizontal Split Case Pump Repair - NEW 150 HP Motor	EA	1	\$11,499.00			
12	Pump Repair Labor	HR	1	\$75.00			
13	Pump Repair - Machine Work	HR	1	\$75.00			
14	Other Material Not Identified	Mark-up %	1	15.00%			

**MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH  
AND AAG ELECTRIC MOTORS AND PUMPS, INC.  
RELATING TO  
PCB22-54**

**Vertical Turbine and High Service Pump Removal, Repair and Reinstallation**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of May, 2022, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **AAG ELECTRIC MOTORS AND PUMPS, INC.** ("Contractor").

**PREMISES**

**WHEREAS** City desires to have Contractor assist City, as City needs and financial conditions permit, to provide for the removal, repair and reinstallation of multiple vertical turbine and high service pumps and motors located at various City's WWTP facilities. (generally, in this Agreement, the "Project").

**WHEREAS** City desires to employ Contractor for those purposes upon the terms and conditions in this Agreement, and Contractor is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

**NOW, THEREFORE**, in consideration of the following covenants, it is agreed:

**1. SCOPE OF SERVICES:**

- A. City retains Contractor to diligently, competently and timely perform the "Services" on as as-needed basis. Upon request, Contractor will prepare a detailed, project specific scope of work for each task be undertaken in accordance with the general scope of services described in this agreement and in the request for Bidder's qualification form which led to this Agreement. The fee shall be a fee determined on a time-involved basis at the unit price and/or hourly rates specified on bid proposal form. Unless otherwise expressly set forth separately in the applicable fee, the fee shall be assumed to include all compensation which City will owe Contractor for the subject services.
- B. If accepted by City, the proposed scope of work shall be incorporated into a task order in materially the form attached as a Task Order. Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed

both by the City and by the Contractor. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

- C. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Contractor to perform any services, and nothing herein shall be construed as entitling Contractor to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.
- D. Contractor represents to City that it has expertise in the type of services that will be required. City's consent or approval of any services provided by Contractor in no manner or way will relieve Contractor of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Contractor shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Contractor remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

## **2. COMPENSATION AND PAYMENT:**

- A. The unit prices and hourly rates are to be used for determining compensation are set forth in "EXHIBIT A" which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of the City Council. Contractor's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order.
- B. City reserves the right to direct changes to the services required of Contractor under this Agreement or any particular Task Order. Contractor will only be compensated for any such changes directed if authorized by City Council.

In the event that additional services are required due to unforeseen conditions, the Contractor shall:

- 1) Provide a written proposal services, and submit such proposal to the City for written approval.
- 2) City Manager and/or City Council approval is required prior to the entering into a change order with the Contractor for any additional services in accordance with the proposal.
- 3) Upon approval by the City of such change orders, the City shall reimburse the Contractor for the cost of such services, which cost shall not exceed times the amount of the proposal.



C. At the end of each month during which a Task Order shall be outstanding, Contractor shall submit a separate invoice for services rendered during that month with respect to each Task Order as follows:

- 1) Where a unit price and/or hourly rate is specified, City shall pay Contractor based upon the actual satisfactory and completed work. In support of payment, Contractor shall submit monthly a request for payment describing the work done, and reference the line items in the scope of services where available.
- 2) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Contractor in part or in full to the extent reasonably necessary to protect City's interests.
- 3) Contractor shall be required to provide such supporting documentation for its invoice as may be required by City.

**3. SCHEDULE:** The time schedule for Contractor's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

**4. CITY'S RESPONSIBILITY:** As reasonably requested by Contractor, City shall furnish Contractor with such information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Contractor, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Contractor and the originals returned to City. Unless otherwise noted, the Contractor shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

**5. CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that City designates the City Representative or his/her designee to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the City Representative nor his/her designee shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Contractor's required services, 2) the amount of compensation City is obligated or committed to pay Contractor, or 3) the scope or quality of services to be provided and performed by Contractor. The City Representative and/or his/her designee shall have, but not be limited to, the following responsibilities:



A. Examination of all reports, sketches, and drawings or other documents presented by Contractor, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Contractor.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to Contractor whenever the City Representative or his/her designee observes or otherwise becomes aware of any defects or changes necessary in the project.

## **6. TERMINATION:**

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Contractor. Contractor shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Contractor under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Contractor to terminate any Task Order previously issued and in effect prior to Contractor's notice of termination for convenience. In the event of a termination for convenience by City, Contractor's sole and exclusive recovery against City shall be limited to that portion of Contractor's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Contractor that are directly attributable to the termination. In the event of such termination for convenience by Contractor, Contractor's sole and exclusive recovery against City shall be limited to that portion of Contractor's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Contractor be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Contractor shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Contractor if Contractor fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Contractor is in default, Contractor shall have seven (7) calendar days following receipt by Contractor of said written notice to remedy and cure the default. If such default is not remedied or cured by Contractor

within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Contractor's sole and exclusive recovery against City shall be limited to that portion of Contractor's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Contractor. City has the right to offset all damages it suffers as a result of Contractor default from any and all amounts it may owe Contractor under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Contractor, Contractor shall pay City such excess within ten (10) days of Contractor's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Contractor to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Contractor have the authority to terminate any Task Order for which the subject default does not apply. If Contractor so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Contractor may terminate the subject Task Order. In the event of such termination by Contractor, and subject to the terms of this Agreement, Contractor shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 6.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 6.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 6.A above and Contractor's remedies against City shall be the same as and limited to those afforded Contractor under Section 6.A above.

E. Upon any termination and at no additional cost to City, Contractor shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Contractor's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Contractor may make a copy of any or all such items for its file, at its own cost and expense.

**7. TERM:** Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 6 of this Agreement, and subject to the

availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for a term of two (2 ) years with two (2) additional one (1) year renewals if mutually agreed upon by both parties..

**8. INDEMNIFICATION:**

A. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or any person employed or utilized by Contractor in the performance of services hereunder. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 8 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Contractor actually defends City and City is ultimately found responsible for such claims, City shall reimburse Contractor its defense costs, including attorneys' and expert fees, incurred by Contractor in providing a defense to City and its employees, but only to the extent of the City's culpability.

**10. 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 "C".

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 Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

**12. WORK COMMENCEMENT/PROGRESS/DELAYS:**

A. The services to be rendered by Contractor as to any particular Task Order shall commence upon execution of that Task Order and Contractor's receipt of written notice to proceed with such services from City Manager or his designee.

B. Contractor agrees to abide by the performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Contractor, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Contractor of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Contractor or any other delays not due to the fault or neglect of Contractor, which delay the applicable schedule completion date, Contractor's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Contractor's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Contractor, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Contractor shall maintain an adequate and competent staff and may associate with other qualified firms for the purpose of rendering services hereunder. Contractor agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Contractor without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Contractor is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

## **15. STANDARDS OF CONDUCT:**

A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure

this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Contractor covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Contractor agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**16. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In the performance of its services hereunder, Contractor and all of its work product shall comply with all Federal, State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Contractor shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

**17. ASSIGNABILITY:** Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

**18. INDEPENDENT CONTRACTOR:** Contractor is and shall remain an independent contractor and not an employee of City.

**19. CONTROLLING LAW AND VENUE:** All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

**20. ATTORNEY'S FEES:** If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.



**20. NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

**21. COOPERATION:** Contractor acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, Contractors, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Contractor agrees to cooperate with all such other parties to advance the best interests of City and the project.

**22. MEDIATION:** City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any lawsuit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

**23. PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Contractor agrees to also comply with that law, specifically including to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.



b. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.**

**24. EVERIFY:** Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-contractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit(s) for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be eligible for or awarded a City contract for a period of 1 year after the date of termination.

**25. ENTIRE AGREEMENT:** This Agreement and any exhibits or appendixes attached hereto and incorporated herein constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or

variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

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
- SCOPE OF WORK
- BID PROPOSAL FORM
- TERMS AND CONDITIONS
- STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIME STATEMENT
- NON-COLLUSION AFFADAVIT
- E-VERIFY
- CONFLICT OF INTEREST
- NOTICE OF AWARD
- SERVICE AGREEMENT
- EXHIBIT A – UNIT COST AND HOURLY RATE SCHEDULE
- EXHIBIT B - COMBINED TASK ORDER AND NOTICE TO PROCEED
- EXHIBIT C – INSURANCE REQUIREMENTS
- APPENDIX A – PUMPS AND MOTORS LIST

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

**IN WITNESS WHEREOF**, the parties have hereto caused the execution of these documents as of the year and date first above written.

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

By: \_\_\_\_\_  
Drew Whitman, City Manager

ATTEST:

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

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

By: Brian Justice  
Its: \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
PRINT NAME:

\_\_\_\_\_  
WITNESS  
PRINT NAME:

**EXHIBIT A**

HOURLY RATE AND UNIT COST SCHEDULE

**EXHIBIT B**

**COMBINED TASK ORDER AND  
NOTICE TO PROCEED**

TASK ORDER NO. \_\_\_\_\_

DATE \_\_\_\_\_, 202\_\_

Reference is made to that certain SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND AAG ELECTRIC MOTORS AND PUMPS RELATING TO VERTICAL TURBINE AND HIGH SERVICE PUMP SERVICES FOR VARIOUS CITY FACILITIES, 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 in the Scope of Services, relating to PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP,

Contractor's compensation shall be paid in monthly installments as specified in the Agreement. Contractor's total compensation for the services to be provided under this Task Order shall be determined as follows:

Pursuant to the Agreement, Contractor agrees to perform the specific tasks set forth upon incorporated Scope of Services, relating to PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP services.

Contractor's total compensation shall be as described in Exhibit A:

\_\_\_\_\_ a unit price of \$ \_\_\_\_\_;

and

\_\_\_\_\_ a unit price of \$ \_\_\_\_\_;

and

\_\_\_\_\_ a unit Price of \$ \_\_\_\_\_

plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Hourly Rate of \$ \_\_\_\_\_ for \_\_\_\_\_, and

Hourly Rate of \$ \_\_\_\_\_ for \_\_\_\_\_;

As set forth upon incorporated Attachment B, Fee Breakdown.

Work shall begin on \_\_\_\_\_, 202\_\_, and shall be substantially completed by \_\_\_\_\_, 202\_\_. There are no additional rights and obligations related to this Task 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:

\_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF PANAMA CITY BEACH, FL

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