

RESOLUTION NO. 23-15

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A WORK ORDER WITH SMITH INDUSTRIAL SERVICES, INC. (SIS), FOR TANK CLEANING SERVICES AT THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$280,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Granicus, Inc., relating to tank cleaning services at the Wastewater Treatment Plant, in an amount not to exceed Two Hundred Eighty Thousand, Dollars (\$280,000), 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 13th day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

WORK ORDER – TANK, LIFT STATION, AND SEWER CLEANING SERVICES

WORK ORDER NO. 4

DATE 10-4-22

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND SMITH INDUSTRIAL SERVICES, INC. dated March 25, 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 Scope of Services, relating to tank, lift station, and sewer cleaning. This work order is for **cleaning of BNR 3 & 4 Basins at the Wastewater Treatment Plant at the contract rate of \$320 per wet ton** as described in the Scope of Services.

Contractor's total compensation shall be (check one):

X a not-to-exceed amount of **\$280,000**; or
_____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
a fee determined on a time-involved basis with a maximum cost of
\$ _____:

as set forth in attached breakdowns and shall be paid upon completion of the work as specified in the Agreement.

Work be completed within 60 calendar days of receipt of signed work order. The date of completion of all work is therefore _____, 202_. There are no additional rights and obligations related to this Work 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:

Smith Industrial Services, Inc.
By: _____ Date: _____
Its: _____

ATTEST:

City Clerk

CITY OF PANAMA CITY BEACH, FLORIDA
By: _____ Date: _____
City Manager



CITY OF PANAMA CITY BEACH
 17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 PCB22-48 Tank, Lift Station & Sewer Cleaning Services

3/8/2022
 1:15 PM

	CONTRACTOR/VENDOR	Date/Time Bid Received	Item #1	Item #2	Item #3	Item #4	Item #5	Item #6	Item #7	Item #8 through Item #11	BID FORM	REFERENCES	PUBLIC ENTRY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY	RESPONSIVE BID The minimum requirements were provided	
1	Smith Industrial Service	3/8/22 9:33 a.m.	\$320.00	\$245.44	\$274.68	\$317.63	\$353.88	\$172.19	\$50.00	\$4,188.64	X	X	X	X	X	X	X	X	YES
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			

SECTION IV

REQUIRED DOCUMENTS

BID FORM

This proposal of Smith Industrial Service, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as Smith Industrial Service

(Insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for PCB22-48 ITB WWTP Tank, Lift Station, and Sewer Cleaning Services, as detailed in this solicitation for the amounts shown on the attached Bid form.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations. City may also award contract for individual bid items.

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
Basin and Tank Cleaning					
1	Removal, Transport, and Disposal of Debris from Basins/Tanks at WWTP	Wet Ton	800	\$ <u>320.00</u>	\$ <u>256,000.00</u>
Item No.	Description	Unit	Quantity	Hourly Price	Bid Amount
Vacuum/Pump Truck Services (includes all fuel and disposal costs)					

PCB22-48 ITB TANK, LIFT STATION AND SEWER CLEANING

2	Vacuum Truck with One Operator – Disposal at PCB WWTP	HR		\$ <u>245.44</u>	\$ _____
3	Vacuum truck with One Operator – Disposal at Landfill	HR		\$ <u>274.68</u>	\$ _____
4	Vac-Con Truck with operator – disposal at PCB WWTP	HR		\$ <u>317.63</u>	\$ _____
5	Vac-Con Truck with one operator – disposal at landfill	HR		\$ <u>353.88</u>	\$ _____
6	Jet Truck with operator	HR		\$ <u>172.19</u>	\$ _____
7	Extra Person Per Hour (not listed above)	HR		\$ <u>50</u>	\$ _____

Temporary Bypass Pumping Services (Includes up to 500 Feet of temporary piping/hoses)

Item No.	Description	Unit	Quantity	Per Day Price	Bid Amount
8	Up to 500 GPM	DAY		\$ <u>4,188.64</u>	\$ _____
9	501 – 1,000 GPM	DAY		\$ <u>4,188.64</u>	\$ _____
10	1,001 – 1,500 GPM	DAY		\$ <u>4,188.64</u>	\$ _____
11	1,501 – 2,000 GPM	DAY		\$ <u>4,188.64</u>	\$ _____

*Estimated quantities mentioned above for wet ton is for bid evaluation purposes only. This is an estimated quantity, and actual quantity may be higher or lower depending upon the plant's solids accumulation.

**TANK, LIFT STATION AND SEWER CLEANING SERVICES
AGREEMENT**

THIS TANK, LIFT STATION AND SEWER CLEANING SERVICES AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Smith Industrial Services, Inc. (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide an annual tank, lift station, and sewer cleaning and disposal services for multiple locations in the Panama City Beach utility system, as more particularly described in the Scope of Work described in PCB 22-48 ITB.

If the Contractor believes that any particular work/service is not within the scope of work/service 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 work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service 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 the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Disposal Unit Price of \$320, per wet ton, hourly rate or day rate costs as outlined in the bid. The City shall also pay to the Contractor for the work needed in this Agreement, at the Hourly Rate Price or Day Rate 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).

3. PAYMENT

Monthly invoices shall be submitted to the City and City shall make payments in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to City Hall, attention Accounts Payable, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM:

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of two (2) years. The Agreement may be extended for two, one-year optional periods, upon the written agreement of both parties.

5. 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.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service 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/or services 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.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services 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 twenty-four (24) 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.

9. ASSIGNMENT

This Agreement is not assignable.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. 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.

12. 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.

13. 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.

14. NOTICES

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

A. As to City:

City Representative: Jeff Crigler, P.E.
Title/Position: Asst. Utilities Director
17007 Panama City Beach Pkwy., PCB, FL 32413
Phone: (850)233-5100, Ext. 2404

B. As to Contractor:

Contract Representative: Jason Reagan
Title/Position: Regional Manager
Email address: jreagan@smithind.com
Mailing address: 2001 W. I-65 Service Road, Mobile, AL 36618

Phone/Cell: 850-784-6005

15. 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.

The term "Agreement" means and includes the following documents related to the PCB 22-48ITB, all of which are incorporated into this Agreement by this reference:

- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- 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
AGREEMENT

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

No. 1 , dated February 17, 2022

No. 2 , dated February 24, 2022

No. , dated , 20

No. , dated , 20

[Remainer of this page is intentionally left blank]

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

Signed in the presence of:

Contractor

Witness 1 _____

(Print Name): _____

By: _____

Smith Industrial Services, Inc.

Witness 2 _____

(Print Name): _____

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

By: _____

Drew Whitman , City Manager

ATTEST

Lynne Fasone, City Clerk