

**RESOLUTION NO. 24-98**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH WAYNE'S PEST CONTROL SERVICES, LLC FOR PEST CONTROL SERVICES FOR CITY FACILITIES IN THE ANNUAL AMOUNT OF \$6,180.00 AND TERMITE TREATMENT AT THE LYNDELL CENTER FOR AN INITIAL AMOUNT OF \$1,285.00 WITH ANNUAL RENEWALS IN THE AMOUNT OF \$315.00.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Wayne's Pest Control Services, LLC for routine pest control services for City facilities in the annual amount of Six Thousand One Hundred Eighty Dollars and No Cents (\$6,180.00) and termite service at the Lyndell Center in the initial amount of One Thousand Two Hundred Eighty-Five Dollars and No Cents (\$1,285.00) with annual renewals in the amount of Three Hundred Fifteen Dollars and No Cents (\$315.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 14<sup>th</sup> day of March 2024.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

## PCB24-23 ITB PEST CONTROL SERVICES

### PEST CONTROL SERVICES

#### AGREEMENT

**THIS PEST CONTROL SERVICES AGREEMENT** is made and entered into this 14<sup>th</sup> day of March, 2024, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **Wayne's Pest Control Services, LLC** (Contractor) with an effective start date of April 1, 2014.

#### PREMISES

##### 1. SCOPE OF SERVICES

Contractor will provide pest control services for all City facilities, as listed on the bid proposal and as more particularly described in the Scope of Work of solicitation PCB24-23.

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 accepted bid proposal. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the monthly service prices contained in the Contractor's cost proposal, upon the basis of actual services performed in the preceding thirty (30) day period 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 value of such will be added to or deducted from the contract Bid price by a fair and reasonable valuation.
- B. Additional Spaces. The areas throughout the Gulf Blvd Complex or other City facilities which are either not currently contemplated by the Scope of Services or have not been constructed as of the Effective Date of this Contract may be added to the Scope of Services either by work order or by amendment of this Contract at the discretion of the City.

##### 3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by billing to the City for the amount of work satisfactorily completed as of the closure date. The

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invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month. The City will issue payment via ACH or Virtual Credit Card only. The City is not responsible for the payment of convenience fees that may be related to ACH or Virtual Credit payments.

### 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 for a period of one year and may be extended by mutual written consent of each party for up to four (4) additional one (1) year terms.

- A. Extension. In the event of a delay in awarding a subsequent contract, the City reserves the right at its sole discretion to extend this Contract at the same terms and conditions on a month-to-month basis for a maximum of twelve (12) months until a subsequent contract is awarded and commences, or this Contract is otherwise terminated. The City Manager or their designee is authorized to enter into such extension. Such extension will be effective by the issuance of a written letter to the contractor by the City Manager.

### 4. 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 (See Section 12. Remedies); (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 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

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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.

The Contractor also reserves the right to suspend or terminate this Agreement with fifteen (15) days prior written notice if the City defaults in payments to Contractor or in any way breaches the terms of this agreement.

### 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. INSURANCE AND INDEMNIFICATION

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

- i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor 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: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.



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If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor'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.

### **8. 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.

### **9. TIME**

Time is of the essence in this Agreement.

### **10. FORCE MAJEURE**

The Contractor's failure or inability to perform the stated scope of services 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.

### **11. REMEDIES**

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after 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.

### **12. ASSIGNMENT**

This Agreement is assignable with prior authorization from the City Council.

### **13. 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.

### **14. 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.

### **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.

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**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: Chad Roeder

Title/Position: Construction Project Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-896-4782

**B. As to Contractor:**

Contract Representative: Sharon Crandall

Title/Position: Business Development/Commercial Sales

Email address: Sharon.Crandall@CallWaynes.com

Mailing address: 100 Concourse Pkwy., Ste. 360

Hover, AL 35244

Phone/Cell: 850-247-3846 / 256-848-0622

**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.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

- Advertisement for Bids
- Information for Bidders
- Scope of Work/Specifications
- Bid Proposal Form
- Drug Free Work Place Statement
- Public Entity Crimes Statement

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Non-Collusion Affidavit  
E-Verify  
Terms and Conditions  
Notice of Award  
Agreement  
Exhibit A  
Any Additional Exhibits or Appendices

ADDENDA (S)

No. 1, dated January, 20 24

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

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

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

Signed in the presence of:

Witness 1 Victoria Routh  
(Print Name): VICTORIA ROUTH

Contractor: Sharon Crandall  
(Print Name): Sharon Crandall

Witness 2 Lisa Moore  
(Print Name): Lisa Moore

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

By: [Signature]  
Drew Whitman, City Manager

ATTEST

Lynne Fasone  
Lynne Fasone, City Clerk

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**BID PROPOSAL FORM**

**REVISED**

TO: City of Panama City Beach, Florida

SUBMITTED: February 9, 2024.

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The Undersigned, as Bidder, hereby declares that they have examined the bid specification and informed themselves fully regarding all terms and conditions pertaining to the scope of work/specifications.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to receive a firm, fixed pricing schedule for janitorial services as specified in **PCB24-23 ITB PEST CONTROL SERVICES** bid specifications.

**ADDENDUM:** It is the sole responsibility of the bidder to determine if any addenda has been issued.

Facility	Location	Approximate Square Footage	Cost Per Month
City Hall	17007 Panama City Beach Parkway	12,847	\$ <u>25</u> -
Police Station	17115 Panama City Beach Parkway	18,246	\$ <u>25</u> -
Fire Station 31 – When Completed	17121 Panama City Beach Parkway	12,247	\$ <u>25</u> -
Fire Station 32	10015 Middle Beach Road	3,261	\$ <u>15</u> -
Fire Station 30	160 Nautilus Street	16,195	\$ <u>25</u> -
Fire Station 32 – When Completed	11911 Hutchison Blvd.	12,247	\$ <u>25</u> -
Public Service Building	116 S. Arnold Road	23,828	\$ <u>25</u> -
McElvey WTP	7120 McElvey Street	1,325	\$ <u>25</u> -
Reclaim Building	205 N. Gulf Blvd.	3,413	\$ <u>20</u> -
West Bay WTP	15001 School Dr. West Bay	3,764	\$ <u>25</u> -
Underground Utilities	200 N. Gulf Blvd.	9,742	\$ <u>20</u> -



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Underground Utilities Shop	200 N. Gulf Blvd.	3,706	\$ 20-
Wastewater Plant Operations Building	206 N. Gulf Blvd.	3,902	\$ 20-
Aaron Bessant Park Amphitheater Stage Area & Bathrooms	Pier Park Drive	9,379	\$ 20-
Community Center Frank Brown Park	16200 Panama City Beach Parkway	13,910	\$ 25-
Large Concessions Stand FBP	16200 Panama City Beach Parkway	7,121	\$ 15-
Small Concessions Stand FBP	16200 Panama City Beach Parkway	6,525	\$ 15-
Park Maintenance Trailers (2) FBP	16200 Panama City Beach Parkway	1,710	\$ 15-
Bathroom Festival Site FBP	16200 Panama City Beach Parkway	961	\$ 15-
Bathroom Soccer Field FBP	16200 Panama City Beach Parkway	602	\$ 15-
Aquatic Center Building FBP	16200 Panama City Beach Parkway	4,390	\$ 20-
Aquatic Center Concessions FBP	16200 Panama City Beach Parkway	4,389	\$ 15-
Lyndell Center Building	423 Lyndell Lane	11,057	\$ 20-
Library	12500 Hutchinson Blvd.	10,519	\$ 15-
Oatfield Building	423 Lyndell Lane	\$	-
Conservation Park Operations Bldg.	100 Conservation Drive	4,416	\$ 15-
Pier Ticket Booth	16201D Front Beach Road	516	\$ 15-

**TOTAL MONTHLY PEST CONTROL SERVICE**

\$ 515-

**TOTAL YEARLY PEST CONTROL SERVICE**

\$ 6180-

**ANNUAL TERMITE TREATMENT SERVICE  
(Senior Center Building at 423 Lyndell Lane)**

\$ 1285- install  
315- annual renewal

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**ADDITIONAL/DELETION PRICING** - for the addition/deletion of spaces at the City's discretion as contemplated in the Scope of Work:

Approximately \$0.09 per square foot  
\* Added a cost/sq.ft, but Price depends more on amount of time needed to service and amount of chemicals used to treat. Should be \$25 or less / month for any additional buildings.  
The City has the option to delete or suspend locations at any time. A deduction of the monthly/annual contracted rate shall be applied.

**NOTE:**

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or a combination of bids which the City deems to be in its best interest.

By submission of this BID, Bidder certifies 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.

**BIDDER:**

Waynes Pest Control  
Name of Business

Sharon Crandall  
Name of Bidder

PCB PKwy  
Address

850-247-3846/256-848-0622  
Phone Number

Sharon.Crandall@CallWaynes.com  
Email Address

Sharon Crandall  
Signature of Authorized Representative

2/9/2024  
Date

[END OF BID PROPOSAL FORM]