

RESOLUTION NO. 24-45

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PRO FORCE OF THE EMERALD COAST RELATED TO JANITORIAL SERVICES FOR THE CITY'S NORTH GULF BOULEVARD FACILITIES IN THE ANNUAL AMOUNT OF \$41,849.00.

BE IT RESOLVED 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 John Underwood, d/b/a Pro Force of the Emerald Coast, relating to janitorial services for the City's North Gulf Boulevard Facilities, in the annual amount of Forty-One Thousand Eight Hundred Forty-Nine Dollars and No Cents (\$41,849.00) in 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 and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.


PASSED, APPROVED AND ADOPTED in regular session this 14th day of December 2023.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

PCB24-06 ITB JANITORIAL SERVICES

NOTICE OF AWARD

TO: Pro Force
3010 Stanford Road
Panama City, FL 32405

PRODUCT DESCRIPTION:

PCB24-06 JANITORIAL SERVICES

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Services in response to its Advertisement for Bids dated October 24, 2023, and associated information for Bidders.

You are hereby notified that your pricing schedule has been accepted by the City.

Annual Rate: \$ 41,849.00 = \$ 3,487.42 (monthly)

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 this 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 the City's acceptance of your BID 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 14 day of December, 2023.

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CITY OF PANAMA CITY BEACH

Owner

By 

Name: Holly J. White
Drew Whitman

Title: ACTING
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

By 

This the 30th day of NOVEMBER 20 23

Name JOHN UNDERWOOD

Title OWNER

[END OF NOTICE OF AWARD]

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JANITORIAL SERVICES

AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT is made and entered into this 14 day of December 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Pro Force (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for two (2) City buildings, located on N. Gulf Blvd., as more particularly described in the Scope of Work.

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 bid proposal submitted November 15, 2023, in the amount of \$41,849.00. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the UNIT PRICES 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 value of such will be added to or deducted from the contract Bid price, as the case may be, 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 but 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 building to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway,

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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.

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 September 30, 2024 and may be extended by mutual written consent of each party for one (1) additional one (1) year term from Oct 1, 2024 through September 30, 2025.

- 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 Manger or his/her 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.

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 (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 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.

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C. Right and Obligations upon Expiration or Termination

- i. Contractor shall, upon termination of this Contract, with or without cause:
 1. Surrender all areas covered by this Contract to the City in good order and condition, reasonable use, and wear thereof and damage by casualty, which damage Contractor, its personnel and its subcontractors did not cause and is not required to repair or restore, expected.
 2. Provide to the City any and all keys to doors or any area of controlled access within the City.
 3. Immediately repair any damage caused by removal of its furniture, fixtures, and equipment at Contractor's expense and to the satisfaction of the City. If Contractor fails to remove such furniture, fixtures, equipment, or property within ten (10) days from the date of termination of this Contract, the Contractor shall be deemed to have abandoned same and the City shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, equipment and/or personal property and sell, contract, salvage, or dispose of the same in any manner permitted by law. The Contractor shall have no right, interest, or claim in or to any proceeds of the sale or other disposition of such items. Any expense the City incurs in disposing of such items shall be immediately reimbursed by the Contractor.
- ii. The City shall be entitled to:
 1. De-activate the Contractor's security badges or credentials. Contractor shall be required to return all badges to the City.

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

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, 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

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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.

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.
 - 4) Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
- 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. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory, or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.
- D. 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 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.
- E. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
- F. 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) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of

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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.

- G. 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.
- H. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

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 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.

12. 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.

If the violation is not remedied within the established cure period, the City shall assess a non-performance fee based on the following schedule:

VIOLATION	ASSESSED FEE
First Violation	\$75.00
Repeat Violation	\$150.00
Subsequent Repeat Violation	\$500.00

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A "Repeat Violation" shall occur when the violation is of the same type and involves substantially the same Services as similar violation which was assessed to the Contractor within the previous (60) days.

In the event of a dispute with regard to the assessment of a non-performance fee, the City Manager shall have the final decision.

If Contractor is found in violation in excess of five (5) times in any sixty (60) day period, the City reserves the right to issue a 30-day notice that the Contractors has failed to perform under the Contract (Notice to Cure). The notice shall list the violation and list all conditions which must be satisfied to continue this Contract. During the Notice to Cure period, the City, shall assess the Contractor's performance to and provide additional inspections to fully evaluate Contractor's work. If, at the end of the Notice to Cure period, the City, in its sole discretion, determines that the Contractor has failed to establish the conditions required by the Notice to Cure, it may terminate this contract with thirty (30) days' notice. In the event of termination, the City's sole obligation and liability to the Contractor, if any, shall be to pay to the Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed through the date of termination.

13. ASSIGNMENT

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

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: Chad Roeder

Title/Position: Construction Project Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

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Phone: 850-896-4782

B. As to Contractor:

Contract Representative: JOHN UNDERWOOD
 Title/Position: OWNER
 Email address: john-prof@comcast.net
 Mailing address: 3010 STANFORD RD
 PANAMA CITY, FL 32405
 Phone/Cell: (850) 624-6324

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.

Signed in the presence of: Contractor

Witness 1 Megan Peters
 (Print Name): MEGAN PETERS

By: [Signature]

Witness 2 Julie Woodward
 (Print Name): JULIE WOODWARD

ATTEST:

THE CITY OF PANAMA
 CITYBEACH, FLORIDA,
 a municipal corporation

Lynne Fasone

City Clerk

By: [Signature]
 Drew Whitman, City Manager



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

PCB24-06 - ITB - Janitorial Services
Wednesday, November 15, 2023
10:00AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	DRUG FREE WORKPLACE	PUBLIC ENTRY	CRIMES	E-VERIFY	CONFLICT OF INTEREST	NON-COLLUSION	REFERENCES	W9	INSURANCE	ADDENDUMS	ANNUAL BID PRICE	+/- Additional spaces per SQFT	RESPONSIVE BID - Minimum Requirements Provided
1	Emmon Enterprises dba Jani-King	11/15/23 @ 8:57AM	DemandStar	X	X	X	X	X	X	X	X	X	X	X	\$ 22,017.44	\$ 3.11	Did not meet insurance requirements
2	Pro Force	11/15/23 @ 9:51AM	Paper	X	X	X	X	X	X	X	X	X	X	X	\$ 41,849.00	\$ 4.29	X
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	

Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.