

**RESOLUTION NO. 24-48**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THOMPSON TRACTOR CO., INC. DBA THOMPSON POWER SYSTEMS FOR GENERATOR MAINTENANCE AND REPAIR THROUGHOUT CITY FACILITIES AND FOR TRAILER-MOUNTED MOBILE UNITS IN THE BASE ANNUAL AMOUNT OF \$102,601.65.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Thompson Tractor Co., Inc. dba Thompson Power Systems for generator maintenance and repair throughout City facilities and for trailer mounted mobile units in the base annual amount of One Hundred Two Thousand Six Hundred One Dollars and Sixty-Five Cents (\$102,601.65), 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 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 14<sup>th</sup> day of December 2023.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

PCB24-07 ITB ANNUAL GENERATOR MAINTENANCE

**AGREEMENT**

**ANNUAL GENERATOR MAINTENANCE**

**THIS ANNUAL GENERATOR MAINTENANCE AGREEMENT** is made and entered into this \_\_\_\_ day of December, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **THOMPSON TRACTOR CO., INC. dba THOMPSON POWER SYSTEMS, THOMPSON LIFT TRUCK CO., THE CAT RENTAL STORE, THOMPSON RENTS** (Contractor or Vendor).

**PREMISES**

**1. SCOPE OF WORK**

Contractor/Vendor will provide annual generator maintenance and repairs, as more particularly described in the Specifications listed in Invitation to Bid number PCB24-07.

If the Contractor/Vendor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor/Vendor, the Contractor/Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service/product is within the scope of the contract as written, the Contractor/Vendor shall continue to supply the work/service/product as changed and at the cost stated for the work/service within the scope. The Contractor/Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

**2. COMPENSATION**

As compensation for supplying the services contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit prices submitted on PCB24-07 ANNUAL GENERATOR MAINTENANCE. The City shall pay to the Contractor/Vendor as full consideration for the services required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

A. Extra and/or Additional Work Changes – Should City at any time during the progress of said work request 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/Vendor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties.

**3. PAYMENT**

Contractor/Vendor will invoice for payment to the City when satisfactory inspection of requested/scheduled WORK has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach,

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Florida 32413. Payment to Contractor/Vendor shall be made via ACH or Virtual Credit Card.

### 4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year. Upon mutual agreement, the parties may renew for four (4) additional one (1) year terms.

### 5. PRICE ADJUSTMENTS

- A. Increases – The first year of the contract is fixed pricing. Prior to each renewal Contractor/Vendor may request a price increase adjustment. In the event Contractor/Vendor desires to increase price, City must be notified 30-days prior to the effective date. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.
- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

### 6. 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/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor 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 judgement and discretion, the City may

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afford Contractor/Vendor 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 seems expedient.

- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor 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/Vendor shall discontinue 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/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

### 7. COMPLIANCE WITH LAWS

The Contractor/Vendor 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/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the 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/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor 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 term of the contract.

### 8. WARRANTY

The Contractor/Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor/Vendor gives to any customer for comparable quantities of such products and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

**9. 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. Contractor's obligation to indemnify and hold harmless shall survive the expiration or early termination of this Agreement until it determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is full and finally barred by the applicable statute of limitations. 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 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.

**10. 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.

**11. TIME**

Time is of the essence in this Agreement.

**12. FORCE MAJEURE**

The Contractor's/Vendor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

**13. REMEDIES**

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products

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from other sources and hold the Contractor/Vendor 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 24 hours of Contractor's/Vendor'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.

**14. ASSIGNMENT**

This Agreement may be assigned with the consent of the City Council.

**15. 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.

**16. 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 14<sup>th</sup> Judicial Circuit in Bay County, Florida.

**17. 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/Vendor.

**18. 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 and conditions of this Agreement.

**19. NOTICES**

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

A. As to City:

City Representative: Leah Bailey

Title/Position: Utilities Business Manager

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

Phone: (850) 233-5100, ext. 2420

B. As to Contractor/Vendor:

Contract Representative: \_\_\_\_\_

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Title/Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**20. 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 the parties.

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
- Conflict of Interest Statement
- Drug Free Work Place Statement
- Public Entity Crimes Statement
- Non-Collusion Affidavit
- E-Verify
- W9
- Terms and Conditions
- Notice of Award
- Agreement
- Exhibit A – Insurance Requirements
- Any Additional Exhibits or Appendixes

ADDENDA (S)

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

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

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

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

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

Signed in the presence of: Contractor/Vendor

Witness 1: \_\_\_\_\_

(Print Name): \_\_\_\_\_

By: \_\_\_\_\_  
Contractor/Vendor

Witness 2: \_\_\_\_\_

(Print Name): \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_

City Clerk



PCB23-45 - GENERATOR ANNUAL MAINTENANCE SERVICES

Bid Date: 11/2/2023

		Stewart & Stevenson DBA Florida Detroit Diesel Allison, LLC.					Thompson Tractor Co. Inc.				
Dept.	Location Name	Load Bank Cost - 1 x per Year	Level 1 - Minor Service	# of Visits per Year	Sub- Total Cost of Level 1	Level 2 - Major Service 1 x per Year	Load Bank Cost - 1 x per Year	Level 1 - Minor Service	# of Visits per Year	Sub- Total Cost of Level 1	Level 2 - Major Service 1 x per Year
<b>Fixed Generators</b>											
	<b>Location Name</b>										
WW	Wastewater Plant (main)	\$0.00	\$0.00	3	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00
WW	Wastewater Plant (main)	\$900.00	\$300.00	3	\$900.00	\$1,762.00	\$1,736.00	\$346.75	3	\$1,040.25	\$1,671.26
WW	Wastewater Plant (main)	\$900.00	\$300.00	3	\$900.00	\$1,484.00	\$1,736.00	\$346.75	3	\$1,040.25	\$1,671.26
WW	Wastewater Plant (main)	\$900.00	\$300.00	3	\$900.00	\$1,484.00	\$1,736.00	\$346.75	3	\$1,040.25	\$1,671.26
WW	Wastewater Plant (wetland PS)	\$900.00	\$300.00	3	\$900.00	\$1,300.00	\$1,236.00	\$346.75	3	\$1,040.25	\$1,348.99
WW	Wastewater Plant (wetland PS)	\$900.00	\$300.00	3	\$900.00	\$1,300.00	\$1,236.00	\$346.75	3	\$1,040.25	\$1,348.99
WW	Wastewater Plant (wetland PS)	\$900.00	\$300.00	3	\$900.00	\$1,237.00	\$1,236.00	\$346.75	3	\$1,040.25	\$1,348.99
WW	Reclaimed Water PS	\$900.00	\$300.00	3	\$900.00	\$1,994.00	\$1,736.00	\$346.75	3	\$1,040.25	\$2,923.78
WW	Conservation Park	\$900.00	\$300.00	3	\$900.00	\$1,156.00	\$732.00	\$346.75	3	\$1,040.25	\$832.58
WW	Lift Station 4	\$900.00	\$300.00	3	\$900.00	\$1,156.00	\$757.00	\$346.75	3	\$1,040.25	\$1,016.00
WW	Lift Station 140	\$900.00	\$300.00	3	\$900.00	\$1,023.00	\$732.00	\$346.75	3	\$1,040.25	\$780.51
WW	Lift Station #87	\$450.00	\$150.00	3	\$450.00	\$526.00	\$505.00	\$346.75	3	\$1,040.25	\$735.00
WW	Lift Station #110	\$450.00	\$150.00	3	\$450.00	\$881.00	\$682.00	\$346.75	3	\$1,040.25	\$908.00
WW	Lift Station #9	\$900.00	\$300.00	3	\$900.00	\$1,354.00	\$1,236.00	\$346.75	3	\$1,040.25	\$1,236.47
WW	Lift Station #11	\$450.00	\$150.00	3	\$450.00	\$682.00	\$507.00	\$346.75	3	\$1,040.25	\$647.00
WW	Lift Station #96	\$900.00	\$300.00	3	\$900.00	\$1,077.00	\$1,236.00	\$346.75	3	\$1,040.25	\$1,121.00
WW	Lift Station #40	\$900.00	\$300.00	3	\$900.00	\$1,252.00	\$1,186.00	\$346.75	3	\$1,040.25	\$1,375.00
WW	Lift Station #59	\$450.00	\$150.00	3	\$450.00	\$832.00	\$682.00	\$346.75	3	\$1,040.25	\$693.60
WW	Lift Station #128	\$900.00	\$300.00	3	\$900.00	\$864.00	\$782.00	\$346.75	3	\$1,040.25	\$1,016.00
WW	Lift Station #7	\$900.00	\$300.00	3	\$900.00	\$1,171.00	\$1,236.00	\$346.75	3	\$1,040.25	\$1,114.06
Water	McElvey Storage & Pump Station	\$900.00	\$300.00	3	\$900.00	\$1,694.00	\$1,486.00	\$346.75	3	\$1,040.25	\$1,828.20
Water	West Bay Storage & Pump Station	\$900.00	\$300.00	3	\$900.00	\$2,400.00	\$1,736.00	\$346.75	3	\$1,040.25	\$2,923.78
Admin	City Hall	\$900.00	\$300.00	3	\$900.00	\$899.00	\$751.20	\$346.75	3	\$1,040.25	\$1,020.96
PD	Police Dept	\$900.00	\$300.00	3	\$900.00	\$1,018.00	\$806.20	\$346.75	3	\$1,040.25	\$1,073.69
PS	Public Services	\$900.00	\$300.00	3	\$900.00	\$1,018.00	\$933.00	\$346.75	3	\$1,040.25	\$1,073.69
Fire	Fire Station 30	\$600.00	\$300.00	3	\$900.00	\$1,111.00	\$989.00	\$346.75	3	\$1,040.25	\$1,222.18
Fire	Fire Station 31 - Under Construction			3	\$0.00		\$757.00	\$346.75	3	\$1,040.25	\$1,016.00
Fire	Fire Station 32	\$450.00	\$300.00	3	\$900.00	\$440.00	\$530.00	\$346.75	3	\$1,040.25	\$647.00
	<b>Subtotal</b>	<b>\$20,850.00</b>			<b>\$21,600.00</b>	<b>\$31,115.00</b>	<b>\$28,156.40</b>			<b>\$27,046.50</b>	<b>\$33,249.25</b>
<b>Portable Generators</b>											
	<b>Unit Name</b>	<b>Load Bank Cost - 1 x per Year</b>	<b>Level 1 - Minor Service</b>	<b># of Visits per Year</b>	<b>Sub- Total Cost of Level 1</b>	<b>Level 2 - Major Service 1 x per Year</b>	<b>Load Bank Cost - 1 x per Year</b>	<b>Level 1 - Minor Service</b>	<b># of Visits per Year</b>	<b>Sub- Total Cost of Level 1</b>	<b>Level 2 - Major Service 1 x per Year</b>
	Trailer Unit 4	\$450.00	\$150.00	3	\$450.00	\$408.00	\$495.00	\$346.75	3	\$1,040.25	\$647.00
	Trailer Unit 5	\$450.00	\$150.00	3	\$450.00	\$408.00	\$495.00	\$346.75	3	\$1,040.25	\$647.00
	Trailer Unit 8	\$450.00	\$150.00	3	\$450.00	\$586.00	\$565.00	\$346.75	3	\$1,040.25	\$693.00
	Trailer Unit 9	\$450.00	\$150.00	3	\$450.00	\$785.00	\$615.00	\$346.75	3	\$1,040.25	\$1,016.00
	Trailer Unit 10	\$450.00	\$150.00	3	\$450.00	\$785.00	\$565.00	\$346.75	3	\$1,040.25	\$1,016.00
	Trailer Unit 11	\$450.00	\$150.00	3	\$450.00	\$536.00	\$507.00	\$346.75	3	\$1,040.25	\$647.00
	<b>Subtotal</b>	<b>\$2,700.00</b>			<b>\$2,700.00</b>	<b>\$536.00</b>	<b>\$3,242.00</b>			<b>\$6,241.50</b>	<b>\$4,666.00</b>
	<b>Total Annual Services</b>	<b>\$23,550.00</b>			<b>\$24,300.00</b>	<b>\$34,623.00</b>	<b>\$31,398.40</b>			<b>\$33,288.00</b>	<b>\$37,915.25</b>
<b>Unit Cost Services</b>											
	Fuel Polishing per gallon including filter disposal	\$4.00					\$1.16				
	Trip Charge for Service Call	\$0.00					\$111.50				
	Extended Warranty (if any)	None					None				
	Hourly Rate for Repair Services: Straight Rate	\$160.00					\$154.00				
	Hourly Rate for Repair Services: Premium Rate	\$240.00					\$231.00				
	Adjusted Hourly Rate for out of town crews during	\$190.00					\$251.00				
	Parts Mark Up Percentage	30.00%					33%				

TOTAL PROJECTED ANNUAL COST (ALL GENERATORS)

\$82,473.00

\$102,601.65