

RESOLUTION NO. 24-67

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HAWKINS, INC. D/B/A HAWKINS WATER TREATMENT GROUP FOR THE SUPPLY AND DELIVERY OF LIQUID SODIUM HYPOCHLORITE FOR THE PARKS AND UTILITIES DEPARTMENTS AT THE SET UNIT PRICE OF \$3.07 PER GALLON.

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 Hawkins, Inc. d/b/a Hawkins Water Treatment Group for the supply and delivery of liquid sodium hypochlorite for the Parks and Utilities Departments at the set unit price of Three Dollars and Seven Cents (\$3.07) per gallon, 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 11th day of January, 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB24-18 ITB MINI-BULK LIQUID SODIUM HYPOCHLORITE

AGREEMENT

MINI BULK SODIUM HYPOCHLORITE

THIS MINI-BULK LIQUID SODIUM HYPOCHLORITE AGREEMENT is made and entered into this 14th day of January, 2024, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (City) and Hawkins, Inc. (the "Contractor").

PREMISES

1. SCOPE OF WORK

Contractor will furnish and deliver mini-bulk liquid sodium hypochlorite ("Product"), as more particularly described in the Specifications listed in Invitation to Bid number PCB24-18.

If the Contractor believes that any Product is not within the scope 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 a particular or similar product is within the scope of the contract as written, the Contractor will be ordered to and shall continue to supply the product as changed and at the cost stated for the Product within the scope of the contract. The Contractor must assert its right to a price adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

2. COMPENSATION

As compensation for supplying the Product contemplated herein and performance rendered by the Contractor of its duties and obligations hereunder, City shall pay Contractor according to the not to exceed bid unit bid price submitted on PCB24-18 ITB Mini-Bulk Liquid Sodium Hypochlorite. The City shall pay to the Contractor as full consideration for the delivery of product 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 their 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, 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 will invoice for payment to the City when delivery and satisfactory inspection of Product has been completed. Invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. 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 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of for a period of one year with two (2) one-year optional renewals.

5. PRICE ADJUSTMENTS

- A. Increases – Contractor may request a price increase adjustment no more than two times in any contract year. In the event Contractor desires to increase price, City must be notified immediately. 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 must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor'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's proposal.
- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor 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's: (1) failing to deliver the Product(s) as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely deliver the Product; (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 delivery of the Product; (8) making a material misrepresentation to the City regarding the Product; (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 judgement 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 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. 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 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 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 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 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, 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 term of the contract.

8. WARRANTY

The Contractor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award shall be covered by the most favorable commercial warranty the Contractor 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 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 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 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, 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.

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 successful Contractor and shall afford the Contractor 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 to deliver Product in accordance with the contract terms and conditions, the City, after due written notice, may procure the Product 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 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.

14. ASSIGNMENT

This Agreement may be assignable with prior written authorization from 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 14th 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.

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: _____

Title/Position: _____

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

Phone: _____

B. As to Contractor:

Contract Representative: Bret Moyer

Title/Position: Regional Manager

Email Address: bids@hawkinsinc.com

Mailing Address: 2263 Clark St, Apopka, FL 32703

Phone: 800-330-1369

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,

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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
- Drug Free Work Place Statement
- Public Entity Crimes Statement
- Non-Collusion Affidavit
- E-Verify
- Terms and Conditions
- Notice of Award
- Agreement
- Exhibit A
- Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

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

Signed in the presence of Contractor

Witness 1: 


(Print Name): Brandon Rice

Witness 2: 

(Print Name): Annette Floyd

By: 
Contractor

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

By: 
Drew Whitman, City Manager

ATTEST:


City Clerk



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

PCB23-18 - ITB - Liquid Sodium Hypochlorite - Mini-Bulk
Thursday, December 7, 2023
9:00AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON-COLLUSION	PUBLIC ENTRY CRIMS	W9	BID PRICE PER GALLON	RESPONSIVE BID - Minimum Requirements Provided	NOTES
1	Allied Universal Corp.	11/29/23 @ 9:58AM	DemandStar	X	X	X	X	X	X	X	\$3.07	Yes	No Bid Submitted
2	Hawkins, Inc.	12/06/23 @ 8:04AM	DemandStar										
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.