

RESOLUTION 16-15

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Extended Agreement with Florida Pest Control, renewing and extending for one year the original Agreement, dated November 20, 2013 in accordance with the terms of that Agreement, relating to pest control services to be performed on the City Hall Campus, for the total amount of Three Thousand Seven Hundred Eighty Dollars (\$3,780), in substantially the form attached and presented to the Council today, with such insertions, omissions or deletions as may be approved by the City Manager, whose execution of such Extended Agreement shall be conclusive evidence of such agreement.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of November, 2015.

CITY OF PANAMA CITY BEACH

By: 
Gayle F. Oberst, Mayor

ATTEST:


Diane Fowler, City Clerk

PANAMA CITY BEACH-PEST CONTROL CONTRACT

SECTION 00050

EXTENDED AGREEMENT

THIS AGREEMENT, made this 1st day of December, 2015 by and between the **City of Panama City Beach** hereinafter called "OWNER", and FLORIDA PEST CONTROL doing business as _____ hereinafter called "CONTRACTOR". This contract shall be valid for a period of one (1) years ending December 1, 2016.

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will provide monthly pest control service per bid specifications (the "Work").

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.

3. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within 10 calendar days after the Notice to Proceed.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **THREE HUNDRED FIFTEEN DOLLARS (\$315.00)** per month and yearly for the sum of **THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$3,780.00)** as shown in the BID SCHEDULE.

5. The CONTRACTOR agrees to provide to the City annually the type and amounts of pesticides used per specifications.

6. The CONTRACTOR shall be required to use only chemicals approved by Environmental Control, Health Department of Bay County and the State of Florida Health Department.

7. The CONTRACTOR shall keep fully informed of all federal, state and local regulations associated with this type of work.

The term "CONTRACT DOCUMENTS" means and includes the following:

(A) ADVERTISEMENT FOR BIDS

(B) INFORMATION FOR BIDDERS

(C) BID FORM & SPECIFICATIONS

(D) AGREEMENT

(E) NOTICE OF AWARD

(F) NOTICE TO PROCEED

(G) PUBLIC ENTITY CRIMES

(H) DRUG FREE WORKPLACE

(I) GENERAL CONDITIONS

(J) ADDENDA

NO.____, DATED_____, 2013

NO.____, DATED _____, 2013

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Remainder of page intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first written above.

CITY OF PANAMA CITY BEACH

BY _____

(SEAL)
ATTEST;

NAME Mario Gisbert
(Please type)

TITLE City Manager

NAME _____
(Please type)

TITLE _____

CONTRACTOR: _____

BY _____

(SEAL)

NAME _____

ATTEST;

(Please type)

TITLE _____

NAME _____
(Please type)

TITLE _____

END OF SECTION

AGREEMENT 00050 3

SECTION 00050

AGREEMENT

THIS AGREEMENT, made this 20th day of November, 2013 by and between the City of Panama City Beach hereinafter called "OWNER", and FLORIDA PEST CONTROL doing business as FLORIDA PEST CONTROL CHEMICAL hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. This contract shall be valid upon issuance of the Notice to Proceed and shall continue for a period of two (2) years ending December 1, 2015. Thereafter, the City shall have the option to renew this Agreement upon the same terms and conditions for one consecutive, one year period. Upon any failure to so renew, this Agreement shall terminate.

2. The CONTRACTOR will provide monthly pest control service per bid specifications (the "Work").

3. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the provision of pest control services to the 30 buildings on the PCB City Hall campus.

4. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within 10 calendar days after the Notice to Proceed.

5. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **THREE HUNDRED FIFTEEN DOLLARS (\$315.00)** per month and yearly for the sum of **THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$3,780.00)** as shown in the BID SCHEDULE.

6. The CONTRACTOR agrees to annually provide documentation to the City describing the type and amounts of pesticides used, per bid specifications.

7. The CONTRACTOR shall be required to use only chemicals approved by Environmental Control, Health Department of Bay County and the State of Florida Health Department.

8. The CONTRACTOR shall comply with all federal, state and local regulations associated with this type of work.

The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS

- (C) BID FORM & SPECIFICATIONS
- (D) AGREEMENT
- (E) NOTICE OF AWARD
- (F) NOTICE TO PROCEED
- (G) PUBLIC ENTITY CRIMES
- (H) DRUG FREE WORKPLACE
- (I) GENERAL CONDITIONS
- (J) ADDENDA

NO.____, DATED _____, 2013

NO.____, DATED _____, 2013

9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

10. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Remainder of page intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first written above.

CITY OF PANAMA CITY BEACH

BY



MARIO GISBERT, CITY MANAGER

(SEAL)
ATTEST



HOLLY J. WHITE, CITY CLERK

CONTRACTOR: FLORIDA PEST CONTROL

BY



NAME Chris Powell
(Please type)

(SEAL)
ATTEST:

TITLE District Manager

NAME _____
(Please type)

TITLE _____

END OF SECTION